

DECLARATION OF CONDOMINIUM

FOR

TUSCAN VILLAS,

A CONDOMINIUM

This instrument was prepared by
and upon recording return to:

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Exhibits

- 1 Legal Description of the Initial Land
- 2 Graphic Description of the Initial Units
- 3 Survey, Location Sketch, Site Plan, Parking Plan and Model Descriptions of the Overall Proposed Project
- 4 Undivided Interest in the Common Expenses and Common Elements of the Condominium
- 5 Articles of Incorporation of Tuscan Villas Condominium Association, Inc.
- 6 Bylaws of Tuscan Villas Condominium Association, Inc.
- 7 Legal Descriptions of Additional Land
- 8 Graphic Descriptions of Proposed Units
- 9 SFWMD Permit

DECLARATION OF CONDOMINIUM
FOR
TUSCAN VILLAS, A CONDOMINIUM

STANDARD PACIFIC OF SOUTH FLORIDA, a Florida general partnership, f/k/a Westbrooke Homes, hereby submits to the condominium form of use and ownership pursuant to Chapter 718, Florida Statutes, 2006, as amended to the date hereof, fee simple title to the Initial Land (as hereinafter defined), together with all improvements now or hereafter situated or constructed thereon, and the easements, rights, privileges and obligations appurtenant and appertaining thereto, excluding any public utility installations located thereon or thereunder, to be known and described as TUSCAN VILLAS, A CONDOMINIUM (the "Condominium"), on the following terms:

ARTICLE 1.

DEFINITIONS

The following terms as used in this Declaration of Condominium and the exhibits hereto shall have the following meanings, unless the context in which they are used requires a different meaning:

"Additional Land" means the land described on Exhibit 7 hereto which may be submitted to the condominium form of ownership pursuant to an amendment to this Declaration.

"Articles of Incorporation" means the Articles of Incorporation of the Condominium Association, as amended from time to time.

"Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner, the payment of which is secured by a lien upon the Unit.

"Association" or "Condominium Association" means Tuscan Villas Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation and administration of the Condominium.

"Board of Directors" or "Board" means the Board of Directors of the Condominium Association.

"Buildings" is defined in Section 2.1 hereof.

"Bylaws" or "Condominium Association Bylaws" means the Bylaws of the Condominium Association, as amended from time to time.

"Common Elements" means those portions of the Condominium Property so designated in Section 3.2 hereof.

"Common Expenses" means all expenses incurred by the Condominium Association for the Condominium, including charges for water and sewer or other utility services serving the Condominium Property for which the Units are not separately metered.

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

"Condominium" is defined in the introductory paragraph of this Declaration.

"Condominium Act" means the Condominium Act of the State of Florida (Chapter 718, Florida Statutes) as it exists on the date that this Declaration of Condominium is recorded in the Public Records of Broward County, Florida.

"Condominium Documents" means this Declaration of Condominium and all of the exhibits hereto, as they may be amended from time to time.

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

"Condominium Property" means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection therewith, including the Initial Phase and, if and when constructed, the Proposed Phases, but excluding any public utility installations located thereon or thereunder.

"County" means Broward County, Florida.

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

"Developer" means Standard Pacific of South Florida, a Florida general partnership, f/k/a Westbrooke Homes, and any successors or assigns to whom it specifically assigns its rights under this Declaration of Condominium; provided, however, that the term Developer shall not include any person or entity to whom Standard Pacific of South Florida assigns only a limited portion of its rights hereunder.

"Initial Building" means one (1) two-story building located on the Initial Land.

"Initial Land" means the land described on Exhibit 1 hereto which is submitted to the condominium form of ownership pursuant to this Declaration.

"Initial Phase" means Phase 1.

"Initial Units" means four (4) two-story units located in the Initial Building and more particularly described on Exhibit 2 hereto.

“Institutional First Mortgagee” means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker, any other lender generally recognized as an institutional-type lender, or Developer, which holds a first mortgage on a Unit or Units.

“Land” means the Initial Land and the Additional Land.

“Limited Common Elements” means those Common Elements which are reserved by this Declaration of Condominium, or assigned or granted separately herefrom pursuant to the terms hereof, for the exclusive use of a certain Unit or Units to the exclusion of other Units.

“Listed Parties” is defined in Section 3.4 hereof.

“Parking Spaces” is defined in Section 2.1 hereof.

“Person” means any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise, or any government or political subdivision or agency, department or instrumentality thereof.

“Phases” is defined in Section 2.1 hereof.

“Proposed Buildings” is defined in Section 2.1 hereof.

“Proposed Phases” is defined in Section 2.1 hereof.

“Proposed Units” is defined in Section 2.1 hereof.

“Recreational Facilities” is defined in Section 2.1 hereof.

“SFWMD” means the South Florida Water Management District.

“SFWMD Permit” means South Florida Water Management District Permit No. 06-04531-W, a copy of which is attached hereto as Exhibit 9.

“Surface Water Management System” means the surface water management system located on the Land and described in the SFWMD Permit.

“Turnover Date” is defined in Section 20.2 hereof.

“Unit(s)” is defined in Section 2.1 hereof.

“Unit Owner” or “Owner” means the Owner of a Condominium Parcel.

ARTICLE 2.

DESCRIPTION OF THE CONDOMINIUM PROPERTY

Section 2.1. General Description of the Condominium Property. The Condominium will be developed in phases. The Initial Phase will consist of the Initial Land and Initial Building. If constructed and added to the Condominium, the subsequent phases (the "Proposed Phases," and together with the Initial Phase, the "Phases") will include a maximum of an additional twelve (12) two-story buildings (the "Proposed Buildings," and together with the Initial Building, the "Buildings"). The number of Units intended to be included in each Proposed Building is set forth in Article 21 below (collectively, the "Proposed Units," and together with the Initial Units, the "Units"). The Units will not be less than 1,100 square feet nor more than 1,550 square feet. The Units will be either Model Type 231E, 231F, 231G, 230B or 232. The purchase contract for each Unit will identify the Unit type. The maximum number of Units to be included in the Condominium is one hundred six (106). The exclusive use of one (1) surface parking space will be assigned for the use of the Owner of each Unit (the assigned and unassigned parking spaces are hereinafter collectively referred to as the "Parking Spaces"). If constructed and added to the Condominium by an amendment to this Declaration, the Proposed Phases will include a swimming pool, a pool cabana containing the men's and women's bathrooms servicing the swimming pool, a child play area and an additional recreational area (the "Recreational Facilities"). The Proposed Phases, Proposed Buildings, Proposed Units and Recreational Facilities will become part of the Condominium Property if, when and to the extent added to the Condominium by an amendment to this Declaration executed and filed in accordance with Section 18.5 hereof. However, because many factors which affect future development are not foreseeable (for example, changes in consumer tastes and demand, availability of financing, shortage or unavailability of fuel, labor or materials), nothing contained in this Declaration shall be construed as obligating the Developer to construct and/or submit such Proposed Phases, Proposed Buildings, Proposed Units and Recreational Facilities to the Condominium. Moreover, the Developer reserves the right, but not the obligation, at any time to expand or add and submit to the Condominium any additional recreational or commonly used facilities as the Developer deems appropriate. Neither the consent of the Unit Owners of the Condominium nor the Condominium Association shall be required for any such expansion or addition. The cost of any such expansion or addition shall be borne exclusively by the Developer. The Developer is not obligated, however, to expand or add such facilities.

Section 2.2. Survey and Graphic Description of the Condominium Property. A copy of the survey and site plan of the Condominium showing the location of the Phases is set forth on Exhibit 3 to the Declaration of Condominium. The graphic descriptions of the Proposed Units are set forth on Exhibit 8 hereto.

Section 2.3. Time Share Estates. Time share estates will not be created or permitted within the Condominium.

ARTICLE 3.

**DEFINITION OF UNITS, COMMON
ELEMENTS AND LIMITED COMMON ELEMENTS**

Section 3.1. Units. The configuration of the Initial Units is described on Exhibit 2 hereto. The proposed configuration of the Proposed Units is described on Exhibit 8 hereto. The Buildings are each identified by number ("1" through "13") and the Units are identified by a three or four digit number (with the first digit or first two digits (depending on how many digits are in the number of the Building in which such Unit is located) representing the number of the Building in which such Unit is located and the last two (2) digits representing the number of the Unit ("01" through "12," as applicable)). The boundaries of each Unit are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling slab of the Unit.

(ii) Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical planes formed by the unfinished interior surfaces of the boundary walls of such Unit, as depicted on Exhibits 2 and 8 hereto, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (a) above.

(c) Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries any air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass, screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

Section 3.2. Common Elements. The term "Common Elements" includes all of the real property of the Condominium not within the Units including, without limitation: (1) easements through and under the Condominium Property, including the Units, for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, drainage, heating and cooling and/or ventilation to Units and Common Elements; (2) easements of support in every portion of the Condominium Property, including the Units, which contribute to the support of other Units and/or Common Elements; (3) property and installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation, specifically excluding, however, any utility main lines, distribution lines, force mains or collection and meters owned and maintained by the utility company servicing the Condominium; (4) the Surface Water Management System; and (5) if, when and to the extent, constructed and added to

the Condominium by an amendment to this Declaration, the Recreational Facilities. The Common Elements include all Limited Common Elements defined in Section 3.3 hereof.

Section 3.3. Limited Common Elements. The term "Limited Common Elements" includes any and all Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, including, without limitation:

(a) the exclusive use of one (1) Parking Space is assigned hereby for the use of the Owner of each Unit. The Parking Space assigned to a particular Unit is identified by the number of the Unit. The location and identifying numbers of such assigned Parking Spaces are shown on Exhibit 3 hereto. Until Developer has conveyed title to all Units in the Condominium, Developer retains the exclusive right to assign for additional consideration the exclusive right to use all Parking Spaces within the Condominium Property which are not assigned to any Unit. All assignments of Parking Spaces shall be made by written instrument which will not be recorded. Upon assignment, each Parking Space so assigned shall be deemed to be a Limited Common Element of the Unit and the Unit Owner's right to the use of such Parking Space may be encumbered or conveyed thereafter without specific reference to the Parking Space. After the exclusive use of any Parking Space is assigned by Developer, it may not be conveyed, assigned, or encumbered, except that if and to the extent permitted by law it may be separately assigned to Developer, as long as Developer remains the Owner of any Unit, or to the Condominium Association thereafter, and thereafter assigned by Developer or the Condominium Association, in its sole discretion, to another Unit Owner. Notwithstanding the foregoing, if and to the extent permitted by law a Unit Owner may convey or transfer the exclusive use of a Parking Space to another Unit Owner, provided that such conveyance or transfer is approved in writing by Developer, as long as Developer remains the Owner of any Unit, or the Condominium Association thereafter, which approval will not be unreasonably withheld. Any such conveyance or transfer of the exclusive right to use a Parking Space and the written approval of the Condominium Association thereto shall be evidenced by a written instrument which will not be recorded. Failure to obtain the written consent of the Developer, or the Condominium Association, as the case may be, thereto shall render the conveyance or transfer null and void; and

(b) the patio, courtyard, terrace, back yard, front yard, driveway, walkway, entryway and/or covered entryway (provided that, in no event will any patio, courtyard, terrace, back yard, front yard, entryway and/or covered entryway be enclosed by a fence, wall, screen or improved in any other manner (except by the Developer) without the prior written consent of the Association), which is attached to and/or exclusively serves a Unit.

ARTICLE 4.

APPURTENANCES TO UNITS

There shall be appurtenant, and pass with title, to each Unit the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

Section 4.1. Undivided Share in the Common Elements and Common Surplus.

An undivided share in the Common Elements and in the Common Surplus, which share in the Common Elements cannot be conveyed or encumbered except together with the Unit and which share is undivided and shall not be subject to an action for partition. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth on Exhibit 4 hereto. As reflected thereon, in determining the fractional ownership interest of a Unit, the numerator is always the number one and the denominator represents the total number of Units which have been submitted to the Condominium at such time. Accordingly, a Unit Owner's percentage interest will decrease if, when and to the extent the Proposed Units are added to the Condominium.

Section 4.2. Limited Common Elements.

The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements physically adjoining or immediately adjacent to a Unit or Units and designated and/or reserved herein and/or granted elsewhere to such Unit or Units as Limited Common Elements.

Section 4.3. Air Space.

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

Section 4.4. Nonexclusive Use of Common Elements.

Nonexclusive easements, to be used and enjoyed in common with the Owners of all Units in the Condominium in such a manner as not to hinder or encroach upon the lawful rights of other Unit Owners, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(a) the furnishing and maintenance of utilities to all parts of the Condominium Property over, across, in and through the Land, Buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated;

(b) vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions, if any, of the Condominium Property as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and

(c) vehicular and pedestrian access over, across, upon, in and through, and for parking upon, the Condominium Property.

Section 4.5. Encroachment.

An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

Section 4.6. Right to Condominium Association Membership. The right to membership in the Condominium Association, upon the terms and conditions set forth in Article 5 hereof.

ARTICLE 5.

CONDOMINIUM ASSOCIATION

Section 5.1. Functions and Duties. The Condominium Association shall be responsible for the maintenance, management and operation of the Condominium. Copies of the Articles of Incorporation and Bylaws of the Condominium Association are annexed hereto and made a part hereof as Exhibits 5 and 6, respectively, hereto.

Section 5.2. Membership. The Owner of each Unit shall become a member of the Condominium Association automatically upon and simultaneously with receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Unit from Developer, or in the case of a conveyance by a grantee or remote grantee of Developer, upon receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Unit in accordance with the provisions of Article 11 hereof. Membership in the Condominium Association may not be transferred separate and apart from a conveyance of the Unit. Membership in the Condominium Association shall terminate upon conveyance or transfer of the Unit, whether voluntary or involuntary.

Section 5.3. Voting Rights. There shall be one vote appurtenant to each Unit. If a Unit Owner owns more than one (1) Unit, the Unit Owner shall be entitled to one (1) vote for each Unit owned. If a Unit is owned by more than one (1) person, the manner in which the vote shall be cast shall be determined in the manner provided in the Bylaws.

Section 5.4. Condominium Association Management. The Condominium Association shall have the power from time to time to enter into agreements with a manager or management company, and to the extent permitted by law, to delegate maintenance, management, and operational duties and obligations to such manager or management company. Any such manager or management company may be an affiliate of Developer.

ARTICLE 6.

MAINTENANCE, REPAIRS AND REPLACEMENTS

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

Section 6.1. Units. Each Owner shall maintain, repair and replace, at such Unit Owner's expense, all portions of his Unit, including, but not limited to, the air conditioning equipment, electrical and plumbing fixtures, cabinets, carpets, other floor coverings, front doors, sliding doors, windows, equipment and appliances located therein or exclusively serving the

same, in such a way as to not disturb any other Unit Owners. All maintenance, repairs and/or replacements, the performance of which Unit Owners are responsible and obligated and, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his responsibilities of repair, maintenance and replacement, the Condominium Association shall be entitled to seek all remedies available at law, including, without limitation, the right to take legal action to require the Unit Owner to perform the responsibilities. Any amount expended by the Condominium Association in connection with performing the foregoing work shall bear interest at the highest rate permitted by law or such other legal rate as may be determined by the Board of Directors from time to time from the date expended until paid in full. The Condominium Association shall be entitled, pursuant to Article 14 hereof, to charge the Unit Owner and his Unit for the amount of any cost, including interest accrued thereon, attorneys' fees and other professionals' fees, which the Condominium Association incurs in performing any such maintenance, repair or replacement work which is not reimbursed to the Condominium Association by the Unit Owner immediately upon demand.

Section 6.2. Common Elements. The Condominium Association shall be responsible for maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements. The Condominium Association, at the expense of the Owners of all Units in the Condominium, shall repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

Section 6.3. Limited Common Elements. Notwithstanding the provisions of Section 6.2 hereof, the Unit Owner(s) to which use of a Limited Common Element is limited shall be responsible for maintaining, repairing, replacing, and keeping in clean and orderly condition, such Limited Common Elements. Each Owner will maintain and keep any patio, courtyard, terrace, back yard, front yard, entryway and/or covered entryway to his Unit in an orderly condition and repair or replace any damaged screens and shutters. Each Owner will also keep all brick pavers installed in the driveway, walkway or entryway serving his Unit clear of weeds. In addition, each Unit Owner is responsible for periodically inspecting, repairing, maintaining and replacing the waterproof membrane(s) which connect(s) the porch to the exterior walls, doorways and windows of a Unit (and each Unit Owner agrees not to place any furniture or other items on such membrane(s) which could cause any damage thereto). If a Unit Owner fails to perform promptly his responsibilities of repair, maintenance and replacement, the Condominium Association shall be entitled to seek all remedies available at law, including, without limitation, the right to take legal action to require the Unit Owner to perform the responsibilities. Any amount expended by the Condominium Association in connection with performing the foregoing work shall bear interest at the highest rate permitted by law or such other legal rate as may be determined by the Board of Directors from time to time from the date expended until paid in full. The Condominium Association shall be entitled, pursuant to Article 14 hereof, to charge the Unit Owner and his Unit for the amount of any cost, including interest accrued thereon, attorneys' fees and other professionals' fees, which the Condominium Association incurs in performing any such maintenance, repair or replacement work which is not reimbursed to the Condominium Association by the Unit Owner immediately upon demand.

Section 6.4. Maintenance and Repair Necessitated by Negligence of Unit Owners. A Unit Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of such Unit Owner or his guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by proceeds of insurance carried by the Condominium Association.

Section 6.5. Surface Water Management System. Without limiting the provisions of Section 6.2 hereof, it is acknowledged and agreed that the Surface Water Management System is part of the Common Elements of the Condominium. The Surface Water Management System will be operated and maintained by the Condominium Association and the cost thereof will be a Common Expense of the Condominium Association. Such maintenance shall be performed in accordance with the requirements of the SFWMD Permit. No amendment to this Condominium Declaration which would affect the Surface Water Management System shall be effective unless the Condominium Association has received a written determination from SFWMD that such amendment does not necessitate a modification of the SFWMD Permit, or such a modification has been issued. If wetland mitigation, maintenance or monitoring is required by the SFWMD Permit or otherwise, the Condominium Association shall be required to carry out such obligations successfully, including meeting all SFWMD Permit conditions associated with wetland mitigation, maintenance and monitoring and maintaining any financial assurances required in connection therewith. The Condominium Association shall take action against any Owner as necessary to enforce the conditions of the SFWMD Permit. SFWMD shall have the right to take enforcement action, including a civil action for an injunction and penalties against the Condominium Association to compel it to correct any outstanding problems with the Surface Water Management System or any mitigation under the responsibility or control of the Condominium Association. Copies of the SFWMD Permit and any future SFWMD permit actions shall be maintained by the Registered Agent for the Condominium Association for the benefit of the Condominium Association.

Section 6.6. Right of Access. The Condominium Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Condominium Association pursuant to and as contemplated by this Declaration and as necessary to prevent damage to the Common Elements or to a Unit or Units. The Condominium Association shall have the irrevocable right of access to each Unit at all times for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units (including, without limitation, to prepare a Unit for an approaching hurricane and to remove and/or retract hurricane shutters, all as set forth in Section 10.11 hereof).

ARTICLE 7.

INSURANCE

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

Section 7.1. Duty and Authority to Obtain. The Condominium Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry if reasonably available. All insurance obtained by the Condominium Association shall be purchased for the benefit of the Condominium Association, the Unit Owners and their mortgagees. The Owner of each Unit shall, at the expense of such Owner, obtain insurance coverage against damage to and loss of the contents of their Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others; provided, that each policy of such insurance purchased by a Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Condominium Association, other Unit Owners and their respective employees, agents, guests and invitees. Notwithstanding anything herein to the contrary, in no event will the Condominium Association be responsible for any damage to or loss of personal property of a Unit Owner or others (regardless of whether such personal property is stored in a Unit or in Common Elements); it being understood, that a Unit Owner's sole protection against any such loss is to obtain, at the Unit Owner's sole cost, insurance.

Section 7.2. Required Coverage. The Condominium Association shall purchase and carry insurance coverage as follows:

(a) Casualty Insurance. Casualty insurance covering the Buildings, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Condominium Association to protect the Condominium Association and the Owners of all Units, including, without limitation, coverage for loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement and such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location and use, to the Buildings and all other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm and water damage.

(b) Liability. Comprehensive general public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Condominium Association to protect the Condominium Association and the Owners of all Units.

(c) Other Required Insurance. Worker's compensation, flood and other insurance necessary to meet the requirements of law, if any.

(d) Fidelity Insurance. Fidelity insurance or fidelity bonding in an amount not less than the maximum funds that at any one time will be in the custody of the Condominium Association or its management agent and all persons who control or disburse funds of the Condominium Association.

(e) Other. Such other insurance coverage as the Board of Directors of the Condominium Association, in its sole discretion, may determine from time to time to be in the best interests of the Condominium Association and Unit Owners, including, without

limitation, "directors and officers" liability insurance and insurance that an Institutional First Mortgagee may reasonably request while it holds a mortgage encumbering any Unit.

Section 7.3. Waiver by Insurer. Wherever obtainable and practical the insurance policies shall waive the insurer's right to: (i) subrogation against the Condominium Association and against Unit Owners individually and as a group; (ii) any provision that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Condominium Association, or by a member of the Board of Directors of the Condominium Association or by one or more Unit Owners.

Section 7.4. Premiums. Premiums for all insurance obtained and purchased by the Condominium Association shall be paid by the Condominium Association. The cost of insurance premiums, and other incidental expenses incurred by the Condominium Association in administering and carrying out the provisions of this Section, shall be assessed against and collected from Unit Owners as a Common Expense.

Section 7.5. Assured. All policies of insurance obtained and purchased by the Condominium Association shall be for the benefit of the Condominium Association, the Owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee," as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Condominium Association, Unit Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Condominium Association is hereby constituted and appointed agent for all Unit Owners and their mortgagees, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Condominium Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

Section 7.6. Insurer. Whenever practical and economical, all insurance policies shall be issued by an insurer duly authorized to do business in Florida. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Condominium Association shall be bound by the Condominium Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Condominium Association.

Section 7.7. Insurance Trustee. Developer, until the Turnover Date, or the Condominium Association, after the Turnover Date, shall have the right, prior to or upon the occurrence of any event causing or resulting in the need for the same, to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Developer's or Condominium Association's, as the case may be, selection of the Insurance Trustee. The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same

in trust for the purposes herein stated, and for the benefit of the Condominium Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Condominium Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Condominium Association, executed under oath and provided to the Insurance Trustee upon request; such certificate to certify the name or names of the Owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such Owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the Owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner(s) of the Unit and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

Section 7.8. Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Condominium Association carries insurance, shall be applied and paid as follows:

(a) Common Elements Only. The proceeds paid to the Insurance Trustee for loss of or damage to property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the Owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interests appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Condominium Association shall deposit with the Insurance Trustee, from any Condominium Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Condominium Association reserve fund has been established, or if any such Condominium Association reserve fund has been established and is insufficient to pay such difference, the Condominium Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

(b) Common Elements and Units. The proceeds paid to the Insurance Trustee for loss of or damage to property constituting Common Elements and one or more Units shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the Owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions based upon the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units, the Condominium Association shall charge the amount of the difference against the Unit(s) damaged or destroyed and the Owners thereof in the proportion that the amount of damage sustained by each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. Any such charges shall be in accordance with Article 14 hereof. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the Condominium Association shall deposit with the Insurance Trustee, from any Condominium Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds. If no such Condominium Association reserve fund has been established, or if any such Condominium Association reserve fund has been established and is insufficient to pay such difference, the Condominium Association shall assess the amount of the difference against, and collected from, all Unit Owners as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Condominium Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

(c) Deposits to Insurance Trustee After Damage. Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Condominium Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit Owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day the Condominium Association obtains the foregoing estimates.

ARTICLE 8.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

Section 8.1. Total Destruction. If substantially all of the improvements on the Condominium Property are damaged or destroyed such that no Building is habitable, the Buildings and the improvements comprising the Common Elements will not be reconstructed, and the Condominium will be terminated, unless the Developer, at all times prior to the Turnover Date, and Owners of at least seventy-five percent (75%) of the Units agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and the then applicable zoning and other regulatory laws and ordinances allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

Section 8.2. Partial Destruction. If some, but not all, of the improvements on the Condominium Property are damaged and/or destroyed and one or more of the Buildings remain habitable, the damaged or destroyed improvements and/or Buildings shall be repaired or reconstructed to substantially the same condition as existed prior to such damage or destruction, unless the Developer, at all times prior to the Turnover Date, and Owners of at least seventy-five percent (75%) of the Units agree in writing, within sixty (60) days after the date of such destruction, not to reconstruct the same, in which case the Condominium will be terminated.

Section 8.3. Common Elements. Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

Section 8.4. Certificate. The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Condominium Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

Section 8.5. Plans and Specifications. Repair or reconstruction of Common Elements shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided that the Board of Directors of the Condominium Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable. Repair or reconstruction of a Unit shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided that the Board of Directors, at the request of the Unit Owner, may authorize reasonable variations from the original plans and specifications upon receipt by the Condominium Association from the Unit Owner of evidence that the Unit Owner will comply with the obligations set forth in Section 8.6 hereof. The Condominium Association will, upon request, furnish the Unit Owner with the original plans and specifications for the Unit.

Section 8.6. Responsibility. If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit Owners, then such Unit Owners shall be responsible for, and shall be obligated to, repair or reconstruct such Unit(s). In all other instances of damage or destruction, the Condominium Association shall be responsible for carrying out the repair and reconstruction thereof.

Section 8.7. Construction Funds. All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Condominium Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

(a) Collection and Disbursement Agent. If the total of the funds received by the Condominium Association from insurance proceeds and assessments against Unit Owners for payment of repair and reconstruction costs is more than Five Hundred Thousand Dollars (\$500,000.00), or if any affected mortgagee requests, then all such sums shall be deposited by the Condominium Association with and disbursed by the Insurance Trustee. In all other cases the Condominium Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

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

(i) Common Elements - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Condominium Association is less than Five Hundred Thousand Dollars (\$500,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Condominium 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.

(ii) Common Elements - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Condominium Association is equal to or more than Five Hundred Thousand Dollars (\$500,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Condominium Association and upon approval of an architect registered to practice in Florida and employed by the Condominium Association to supervise the work.

(iii) Units. The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit Owners, upon confirmation to the Insurance Trustee by the Condominium Association that the Condominium Association has received from the

affected Unit Owner(s) evidence reasonably acceptable to the Condominium Association that repair and reconstruction as required herein has been or will be performed, shall be paid by the Insurance Trustee to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

(iv) Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial Owners of the fund in accordance with Section 7.8 hereof, except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee will not be required to determine whether or not sums paid by Unit Owners upon assessments are to be deposited by the Condominium Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Condominium Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Condominium Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that, when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee and when the Condominium 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 Condominium Association shall be first obtained by the Condominium Association.

ARTICLE 9.

CONDEMNATION

Section 9.1. Deposit of Awards with Insurance Trustee. The taking of Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Condominium Association a charge pursuant to Article 14 hereof shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

Section 9.2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

Section 9.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

Section 9.4. Unit Reduced but Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

(c) Adjustment of Shares in Common Elements. If the number of Units in the Condominium is reduced by the taking, the share in the Common Elements appurtenant to all Units shall be recalculated proportionately by the Condominium Association.

Section 9.5. Unit Made Untenantable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award. The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees, if any, of Units not tenantable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use

by all of the Unit Owners in the manner approved by the Board of Directors of the Condominium Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted in an appropriate manner by the Condominium Association.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Condominium Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Unit Owners in the Common Elements as they exist prior to the changes effected by the taking.

Section 9.6. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Condominium Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

Section 9.7. Amendment of Declaration. The changes in Units, in the Common Elements and in the Ownership of the Common Elements that are effected by condemnation shall be evidenced by an Amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Condominium Association.

ARTICLE 10.

OWNERSHIP AND USE RESTRICTIONS

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

Section 10.1. Units. Units are limited to residential single-family use. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. In any case where the Unit Owner is not an individual, the person(s) to occupy the Unit must be registered by the Unit Owner with, and approved in writing by, the Condominium Association prior to occupancy. Occupants of an approved leased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Units may not be used for business use or for any commercial use whatsoever except for a home office with no business traffic.

Section 10.2. Use of the Common Elements. The Common Elements of the Condominium are for the exclusive use of members of the Condominium Association and their immediate families, lessees and guests accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied at all times by a member or a member of his immediate family, without the prior written consent or the authorization of the Condominium Association, subject to any easement or other rights therein or thereto which have been reserved or granted by Developer. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. There shall be no marking, marring, damaging, destroying or defacing of any part of the Common Elements. Unit Owners shall be held responsible for, and shall bear any expense of, such damage caused by said Unit Owner, his family, guests, lessees and/or invitees, including, without limitation, any damage to the Common Elements caused by moving into or removing from their Unit household furnishings or other objects, or by any other deliveries to or from Units by their invitees.

Section 10.3. No Nuisance or Noise. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard nor poisonous, hazardous or toxic substances be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property. No Unit Owner shall make or permit any disturbing noises in the Building to be made by himself or his family, agents, visitors and licensees, or

permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit, in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. No radio or television installation may be permitted in any Unit, which interferes with the television or radio reception of another Unit. The Owners shall not operate or permit to be operated any musical instrument, phonograph, television, radio or sound amplifier in any manner that is reasonably likely to disturb others between the hours of 11:00 p.m. and 8:00 a.m.

Section 10.4. Wetlands, Lakes and Water Bodies. Subject to any governmental approvals and regulations, Unit Owners may not fish from the banks of the lakes, canals, ponds and streams located within the Condominium Property. Any other use of the lakes, canals, ponds and streams located within the Condominium Property is subject to approval by governmental authorities having jurisdiction, the Developer and the Association, including, without limitation, swimming, boating, playing or use of personal flotation devices. The Listed Parties shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized use of lakes, canals, ponds or streams located within the Condominium Property.

Section 10.5. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Condominium Property except on a portion of a Unit which is completely screened from the view of all persons other than those in the Unit itself.

Section 10.6. Lakefront Property. As to all portions of the Condominium Property which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by Developer or its affiliates.

(b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No motorized boats of any type shall be used on any lake.

(c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(d) No landscaping (other than that initially installed or approved by Developer), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

Section 10.7. Hurricane Shutters. All hurricane shutters and similar coverings or apertures shall be kept open at all times except when closed in reasonable anticipation of a hurricane or other severe storm event and such shutters or other coverings shall be opened within a reasonable time after the cessation of the hurricane or other severe storm event. Without

limiting the generality of the foregoing, in no event shall shutters or other coverings be left closed during the seasonal or other absence of the Owner or other occupant of the Unit. By virtue of the fact that this restriction has been included in this Declaration as originally recorded, and therefore, is binding upon initial and subsequent Owners who acquire title to the Units, or other possessory interest therein, with full knowledge thereof, the Association shall in no manner be liable for an alleged failure to permit hurricane shutters or other coverings to be used as security measures.

Section 10.8. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be upon the party responsible for such maintenance, replacement, modification or repair as is elsewhere herein specified.

Section 10.9. Rules and Regulations. In addition to the foregoing, reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board; provided, however, no such additional rules or amendment(s) of existing rules shall be binding upon any Proposed Phases or Proposed Units not theretofore submitted to this Condominium without the written consent of the Developer. All rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter. The Board shall have the power to grant variances to the rules and regulations from time to time. Copies of such regulations and amendments thereto shall be furnished by the Condominium Association to all Unit Owners and residents of the Condominium upon request.

Section 10.10. Proviso. Until Developer has completed and sold all of the Units, neither Unit Owners nor the Condominium Association nor the use of the Condominium Property by either shall interfere with the completion of the proposed improvements and the sale of Units. Developer and/or entities in which Developer's have an ownership interest may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintaining a sales office, showing the Condominium Property and displaying signs as more particularly described in Section 20.1 hereof.

Section 10.11. Fines for Violation. Every Owner and occupant shall comply with the rules and regulations set forth herein, any and all rules and regulations which from time to time may be adopted by the Board of Directors, and the provisions of this Declaration, the Bylaws and the Articles of Incorporation, as amended from time to time. All violations of the foregoing shall be reported immediately to a member of the Board of Directors of the Association, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the rules and regulations, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the rules and regulations and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to the rules and regulations set forth herein, any and all rules and regulations which from time to time

may be adopted by the Board of Directors, and the provisions of this Declaration, the Bylaws and the Articles of Incorporation, as amended from time to time, fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association. The Association shall afford such person an opportunity for hearing before a committee of Owners after reasonable notice of not less than fourteen (14) days and said notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and (c) a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee of Owners disagrees with such fine, then the fine will not be levied. If the committee of Owners agrees with such fine, then such fine, which shall not exceed \$100 for each violation, and \$100 per day for each day that such violation continues after notice of the same is given, each such day being deemed to be a separate violation in the event of ongoing violations, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium; provided, that no such fine shall in the aggregate exceed \$1,000.00. If the Board of Directors of the Association deems it necessary, it may bring an action at law or in equity, in the name of the Association, to enforce the rules and regulations set forth herein, any and all rules and regulations which from time to time may be adopted by the Board of Directors, and the provisions of this Declaration, the Bylaws and the Articles of Incorporation, as amended from time to time, including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing the rules and regulations set forth herein, any and all rules and regulations which from time to time may be adopted by the Board of Directors, and the provisions of this Declaration, the Bylaws and the Articles of Incorporation, as amended from time to time.

Section 10.12. Developer Exemption. The rules and regulations set forth in Sections 10.1 through 10.7 herein or otherwise adopted by the Board of Directors shall not apply to Developer, its agents, employees, contractors or designees, to Institutional First Mortgagees, nor to the Units owned by either Developer or such Institutional First Mortgagees.

ARTICLE 11.

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to Units by any Owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner, by acceptance of a deed or other evidence of title to a Unit, covenants to observe:

Section 11.1. Transfers Subject to Approval.

(a) Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without the written approval of the Condominium Association.

(b) Gift; Other Transfers. If any Unit Owner proposes to transfer his title by gift or in any manner other than by sale, the proposed transfer shall be subject to the written approval of the Condominium Association.

Section 11.2. Approval by Condominium Association. The approval of the Condominium Association which is required for the transfer of Units or any interest therein shall be obtained in the following manner:

(a) Notice to Condominium Association.

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

(ii) Gift; Other Transfers. A Unit Owner who proposes to transfer his title by gift or in any manner other than by sale or lease (including a transfer by the estate of a deceased Unit Owner), shall give to the Condominium Association written notice in a form approved by the Condominium Association of the proposed transfer of his title, together with such information concerning the transferee as the Condominium Association may reasonably require, and a copy of all instruments to be used in transferring title.

(iii) Failure to Give Notice. If written notice to the Condominium Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Condominium Association at its election and without notice may approve or disapprove the transaction or ownership. If the Condominium Association disapproves the transaction or ownership, the Condominium Association shall proceed as if it had received the required notice on the date of such disapproval.

(iv) Condominium Association Response. Within twenty (20) days after receipt of such notice and information, the Condominium Association must either approve or disapprove the proposed transfer of title of the Unit in writing, whether by sale, gift or other transfer. If the Condominium Association fails to respond within such twenty (20) day period, the transfer shall be deemed approved.

(b) Approval.

(i) Sale. If a proposed sale is approved, the approval shall be stated in a certificate executed by the proper officers (or designated agents) of the Condominium Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of the County.

(ii) Gift; Other Transfers. If a proposed gift or other transfer is approved, the approval shall be stated in a certificate executed by the proper officers of the Condominium Association in recordable form and shall be delivered to the transferee and shall be recorded in the Public Records of the County.

(iii) Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Unit being approved by the Condominium Association. Any change in the primary occupant of the Unit shall be deemed a change of ownership subject to Condominium Association approval pursuant to this Section.

(c) Disapproval.

(i) Sale. If a proposed sale is disapproved, the Condominium Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Condominium Association, or by a purchaser approved by the Condominium Association, to whom the Unit Owner must sell the Unit, upon the following terms:

(A) The price to be paid by the purchaser or the Condominium Association, as the case may be, shall be that stated in the disapproved contract to sell, however such price may not exceed the fair market value of the Unit, with all financial terms of the proposed agreement considered. In the event that the Unit Owner and the Condominium Association cannot agree upon the fair market value of the Unit, such value shall be determined by an MAI certified appraiser (the cost of which shall be shared equally by the Unit Owner and the Condominium Association) mutually selected by the Unit Owner and the Condominium Association and, if such parties cannot agree upon such an appraiser within five (5) days after delivery of the agreement to the Condominium Association, then an appraiser chosen by the Condominium Association shall determine the fair market value.

(B) The purchase price shall be paid in the same manner stated in the disapproved contract, or cash, at the option of the purchaser or the Condominium Association, as the case may be.

(C) The sale shall be closed on the same date stated in the disapproved contract, or within thirty (30) days after the delivery or mailing of

said agreement to purchase, at the option of the purchaser or the Condominium Association, as the case may be.

(D) If the Condominium Association shall fail to purchase or to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Condominium Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Condominium Association shall furnish a certificate of approval as elsewhere provided.

(ii) Gift; Other Transfers. If a proposed gift or other transfer is disapproved, the Condominium Association shall deliver or mail by certified mail to the Unit Owner either (a) written notice of the terms and conditions upon which the transfer will be approved, or (b) an agreement to purchase the Condominium by the Condominium Association, or by a purchaser approved by the Condominium Association, to whom the Unit shall be sold upon the terms set forth in Sections 11.2(c)(i)(A)-(D) of this Declaration assuming, for purposes hereof, that there is no "disapproved contract."

Section 11.3. Mortgage. No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Condominium Association except to an Institutional First Mortgagee. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to reasonable conditions imposed by the Condominium Association.

Section 11.4. Exceptions. The foregoing provisions of this Article 11 shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Furthermore, such provisions shall not require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Article 11 shall not apply to sales, mortgages, or other similar conveyances by Developer.

Section 11.5. Unauthorized Transactions. Any sale, mortgage or transfer which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Condominium Association in the manner set forth herein.

Section 11.6. Estoppel Certificate Requirement. In addition to the foregoing, when the Unit Owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Condominium Declaration, the Condominium Association, upon written request of the owner of such Unit, shall furnish within ten (10) days after receipt of such written request, to the proposed lessee, purchaser or mortgagee, a statement stating all Condominium Assessments and other monies which are due and payable to the Condominium Association by the Unit Owner of such Unit with respect to the Unit. Such statement shall be

executed by any officer of the Condominium Association. The Unit Owner requesting the certificate may be required by the Condominium Association to pay a reasonable sum to cover the costs of examining the records and preparing the estoppel certificate. In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any Condominium Assessment against the Unit Owner and the Unit which is due to the Condominium Association shall be in default (whether or not a claim of lien has been recorded by the Condominium Association) then the rent, sale proceeds or mortgage proceeds, as the case may be, shall be applied first to payment of any then delinquent Condominium Assessment or installment thereof due to the Condominium Association before payment of the balance of such rent, proceeds of sale or mortgage to the Unit Owner of the Unit responsible for payment of such delinquent Condominium Assessment. If the proceeds are not so paid, or are insufficient, to satisfy in full the then delinquent Condominium Assessments or installments thereof, then the person acquiring title shall pay the amount owed to the Condominium Association within thirty (30) days after transfer of title. Except as set forth in this Condominium Declaration to the contrary, in any transfer of title of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Condominium Assessments against the grantor made prior to the time of such transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Section 11.7. Notice of Lien or Suit.

(a) Notice of Lien. A Unit Owner shall give written notice to the Condominium Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attachment of the lien.

(b) Notice of Suit. A Unit Owner shall give written notice to the Condominium Association of every suit or other proceeding which may affect the title to his Unit within five (5) days after the Unit Owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

ARTICLE 12.

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Condominium Association, and any and all rules and regulations adopted pursuant hereto and thereto, as they may be amended from time to time in accordance with the terms thereof. Failure of a Unit Owner to comply herewith and therewith shall entitle the Condominium Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

Section 12.1. Remedies. The Condominium Association shall be entitled to all rights and remedies provided by this Declaration of Condominium, the Articles of Incorporation,

the Bylaws, any and all rules and regulations adopted pursuant thereto, the Condominium Act and/or Florida law.

Section 12.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the this Declaration, the Articles of Incorporation, the Bylaws, any and all rules and regulations adopted pursuant thereto, the Condominium Act and/or Florida law, as they may be amended from time to time in accordance with the terms thereof, the prevailing party shall be entitled to recover interest, professional fees, the costs of the proceeding and reasonable attorneys' and legal assistants' fees (at all pre-trial, trial, appellate and post-judgment proceedings).

Section 12.3. No Waiver of Rights. The failure of the Condominium Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Condominium Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 13.

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

The Condominium Association has been granted the right to make, levy and collect assessments against all Unit Owners and said Units to provide the funds necessary for proper operation and management of the Condominium, including, but not limited to, the operation, maintenance, repair or replacement of the Common Elements. The following provisions shall govern the making, levying and collecting of Condominium Association assessments and the payment of the costs and expenses of operating and managing the Condominium.

Section 13.1. Determination of Assessments. Assessments by the Condominium Association against each Unit Owner and his Unit shall be the percentage share of the total assessments to be made against all Unit Owners and their Units as is set forth on Exhibit 4 hereto. Should the Condominium Association become the Owner of any Unit(s), the assessments due and payable with respect to such Unit(s) shall be paid by the Owners of all Units which are not owned by the Condominium Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit(s) owned by the Condominium Association.

Section 13.2. Time for Payment. The assessment levied against each Unit Owner and his Unit shall be payable in quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Board.

Section 13.3. Annual Budget. The Board shall, in accordance with the Bylaws of the Condominium Association, establish, to the extent necessary, annual budgets in advance for each fiscal year, which shall correspond to the calendar year, which budgets shall estimate all expenses for the forthcoming year required for the proper operation, management and

maintenance of the Condominium, including, to the extent required by law or when deemed necessary or advisable by the Board, a reasonable allowance for reserves, and shall estimate all income to be collected during the year. Upon adoption of each such annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budgets; provided, that failure to deliver a copy of the budgets to a Unit Owner shall not affect the liability of such Unit Owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium or in the event of emergencies, the Board shall have the authority to levy such additional assessments as it shall deem necessary. If such additional assessments are levied, written notice describing the specific purpose or purposes of the assessment will be sent or delivered to each Unit Owner. The funds collected pursuant to such additional assessments shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon the completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

Section 13.4. Reserve Funds. Unless waived in accordance with applicable law, the Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserves for capital expenditures and deferred maintenance for Common Elements and personal property held for the joint use and benefit of the Owners of all Units, as required by Section 718.112, Florida Statutes, as the same may be in effect from time to time.

Section 13.5. Use of Condominium Association Funds. All monies collected by the Condominium Association shall be treated as the separate property of the Condominium Association. Such monies may be applied by the Condominium Association to the payment of any expense of operating and managing the Condominium or the proper undertaking of all acts and duties imposed upon the Condominium Association by virtue of this Declaration, the Articles of Incorporation, and Bylaws. All the monies for annual assessments paid to the Condominium Association by any Unit Owner may be commingled with monies paid to the Condominium Association by other Unit Owners; provided, however that in no event may Reserve Funds be commingled with other funds collected by the Condominium Association, unless such funds are combined for investment purposes. All funds and other assets of the Condominium Association, and any increments thereto or profits derived therefrom or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Condominium Association. No member of the Condominium Association shall have the right to assign, hypothecate, pledge or in any manner transfer or encumber his membership interest therein, except as an appurtenance to his Unit.

Section 13.6. Delinquency or Default. The payment of any assessment or installment thereof due to the Condominium Association shall be in default if not paid to the Condominium Association on or before the date due. When in default, the delinquent assessments or installments thereof shall bear interest from the date due at the highest rate permitted by law until the same, and all interest due thereon, has been paid in full. In addition, when the payment of assessments is in default, the Condominium Association shall have the right to accelerate future assessments due from such defaulting Unit Owner, which would not otherwise be due and payable, for the remainder of the budget year in which, and which will be

due and payable on the date upon which, a claim of lien is filed. Also, the Condominium Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Condominium Association shall be applied first to any accrued interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment.

Section 13.7. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Condominium Association for the payment of all assessments, regular or special, interest on delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including reasonable attorneys' and legal assistants' fees (at all pre-trial, trial, appellate and post-judgment proceedings), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

Section 13.8. Developer's Liability For Assessments. Developer shall not be obligated to pay the share of Common Expenses attributable to the Units owned by the Developer during any period that (i) Developer guarantees that the assessments for Common Expenses imposed on each Unit Owner other than the Developer will not increase over a certain stated amount, and (ii) Developer pays any amount of Common Expenses actually incurred during such period(s) over the guaranteed level. Any such guarantee will be set forth in the Prospectus for this Condominium.

Section 13.9. Liability Not Subject to Waiver. No Owner of a Unit may exempt himself from liability for any assessment levied against such Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, abandonment of the Unit, or in any other manner.

Section 13.10. Lien for Assessment. The Condominium Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the Common Elements, which lien shall and does secure the monies due for all: (i) assessments levied against the Unit and the Owner(s) thereof by the Condominium Association, and (ii) interest, if any, which may become due on delinquent assessments owing to the Condominium Association, and (iii) costs and expenses, including reasonable attorneys' and legal assistants' fees (at all pre-trial, trial, appellate and post-judgment proceedings), which may be incurred by the Condominium Association incident to the collection of assessments and in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Condominium Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of said lien, the Condominium Association shall be entitled to rental from the Owner of any Unit, subject to the approval of such Court, from the date on which the payment of any assessment or installment thereof became delinquent and, if the Unit is rented or leased during the pendency of the foreclosure action, the Condominium Association shall be entitled to the appointment of a receiver to collect the rent. The lien of the Condominium Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Condominium Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose.

Section 13.11. Recording and Priority of Lien. The lien of the Condominium Association shall be effective from and relate back to the last to occur of (i) the recording in the Public Records of the County of this Declaration or (ii) the amendment to this Declaration creating the Proposed Phase in which the applicable Unit is located. However, as to first mortgages of record, the lien of the Condominium Association shall be effective from and after recording of a claim of lien in the Public Records of the County. The Condominium Association shall file a claim of lien stating the Unit encumbered thereby, the name of the record Owner, the name and address of the Condominium Association, the amount due to the Condominium Association, and the date such amount was due. The claim of lien shall secure all assessments, plus interest, costs, attorneys' and legal assistants' fees, advances to pay taxes and prior encumbrances and interest thereon, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. Such claim of lien shall be signed and verified by an officer or agent of the Condominium Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

Section 13.12. Effect of Foreclosure or Judicial Sale. The liability of an Institutional First Mortgagee or its successor or assignee who acquires title to a Unit by foreclosure or deed in lieu thereof, shall be limited to the lesser of (a) the unpaid Common Expenses and regular periodic assessments which accrued or came due with respect to such Unit during the six (6) months immediately preceding acquisition of such title for which payment in full has not been received by the Condominium Association, or (b) one percent (1%) of the original mortgage debt secured by such Unit; provided that, except as provided by applicable law, the Condominium Association was joined as a defendant in the foreclosure action. In addition to the foregoing, such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Condominium Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by an Institutional First Mortgagee or its successor or assignee who acquires title to a Unit by foreclosure or deed in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Units including the Owner acquiring title through foreclosure or judicial sale as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

Section 13.13. Effect of Transfer. When the Owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Condominium Association, upon written request of the Owner of such Unit, shall furnish within fifteen (15) days after receipt of such written request, to the proposed lessee, purchaser or mortgagee, a statement stating all assessments and other monies which are due and payable to the Condominium Association by the Owner of such Unit with respect to the Unit. Such statement shall be executed by any officer of the Condominium Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Condominium Association shall be bound by such statement. In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the Unit Owner and the Unit which is due to the Condominium

Association shall be in default (whether or not a claim of lien has been recorded by the Condominium Association) then the rent, sale proceeds or mortgage proceeds, as the case may be, shall be applied first to payment of any then delinquent assessment or installment thereof due to the Condominium Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Unit responsible for payment of such delinquent assessment. If the proceeds are not so paid, or are insufficient, to satisfy in full the then delinquent assessments or installments thereof, then the person acquiring title shall pay the amount owed to the Condominium Association within thirty (30) days after transfer of title. Except as set forth in this Section 13.13, in any transfer of title of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Section 13.14. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent or accelerated assessment shall not be deemed to be an election by the Condominium Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

ARTICLE 14.

CHARGES: LIABILITY, LIEN AND ENFORCEMENT

The following provisions shall govern the making, levying and collecting of charges against individual Unit Owners and their Units as provided in Sections 6.1, 6.3, 7.8(b), 9.1, 14.1, 14.2, and 22.8 of this Declaration.

Section 14.1. Delinquency or Default. The payment of any charge shall be in default if not paid to the Condominium Association on or before the date the Condominium Association specifies for payment. When in default, delinquent charges shall bear interest from the date due at the highest rate permitted by law or such other rate as may be determined by the Board of Directors from time to time, until the same, and all interest due thereon, has been paid in full.

Section 14.2. Personal Liability of Unit Owner. The Owner(s) of each Unit subject to a charge shall be personally liable, jointly and severally, as the case may be, to the Condominium Association for such charges, and for all costs of collecting the charges and interest thereon, including reasonable attorneys' and legal assistants' fees (at all pre-trial, trial, appellate and post-judgment proceedings), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity(ies) own(s) a Unit.

Section 14.3. Lien for Charges. If an Owner fails to pay any charge when due, such charge will become, at the option of the Condominium Association, a non-statutory lien against such Owner's Unit which may be enforced in the same manner as a mortgage on real

property. The lien of the Condominium Association shall be effective from the recording in the Public Records of the County of a claim of lien identifying the Unit encumbered thereby, the name of the record Owner, the name and address of the Condominium Association, the amount due to the Condominium Association, and the date such amount was due. The claim of lien shall secure all charges, plus interest, costs, attorneys' and legal assistants' fees, advances to pay taxes and prior encumbrances and interest thereon, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. Such claim of lien shall be signed and verified by an officer or agent of the Condominium Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Condominium Association hereunder shall be subordinate to the lien of any mortgage recorded prior to the recording of the claim of lien.

ARTICLE 15.

REGISTRY OF OWNERS AND MORTGAGEES

Section 15.1. Register. The Condominium Association shall at all times maintain a register of the names of the Owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Condominium Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The Owner of each Unit encumbered by a mortgage shall notify the Condominium Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Condominium Association of any such mortgage(s), and upon receipt of such notice, the Condominium Association shall register in its records all pertinent information pertaining to the same.

Section 15.2. Notices to Lenders. Upon written request to the Condominium Association, identifying the name and address of the holder, insurer, or guarantor of a mortgage encumbering a Unit and the Unit number or address, any such mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

(b) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of sixty (60) days;

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

(d) any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE 16.

ALTERATIONS AND IMPROVEMENTS

Any alterations and improvements to the Condominium Property shall comply with the following:

Section 16.1. Alterations by Unit Owners other than Developer. No Unit Owner other than Developer shall, without first having obtained the written consent of the Board of Directors of the Condominium Association and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition to the Common Elements (including any Limited Common Element appurtenant to a Unit) or any exterior portion of the Buildings (whether a part of a Unit or the Common Elements), except for replacement of screening or glass in a window or glass door contained in a Unit with screening or glass similar to the material that is being replaced and except for the fence described in Section 3.3(b) hereof. Without limiting the generality of the foregoing, no Unit Owner other than Developer, without having first obtained the prior consent of the Board of Directors shall:

(a) change, modify or remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for;

(b) change, modify or otherwise affect in any manner any mechanical, electrical, plumbing, telecommunication, architectural or structural system or element of the Buildings;

(c) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior of a Unit or Building wall;

(d) cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, security bars or any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color or material, any and all of which shall conform to building standards from time to time promulgated by the Board of Directors;

(e) affix to or over any exterior door or window, or otherwise install on the exterior of any Unit or Building, any storm or hurricane shutter which has not been approved in writing by the Condominium Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

(f) otherwise change, modify or alter the exterior of any Unit or Building so that it thereby differs in appearance from any other Units of the same type.

Notwithstanding anything herein to the contrary, in no event may the lowest surface of the ceiling slab, the highest surface of a floor slab or the slab between the first and second floors of any Unit be cut, penetrated or altered in any way.

Section 16.2. Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board of Directors in writing together with (a) three (3) copies of detailed plans and specifications for the proposed alteration(s) or addition(s) (together with any other information requested by the Condominium Association in connection with its review of same) and (b) such reasonable fee as from time to time may be fixed by the Board of Directors to defray the expenses of reviewing such requests. The Board of Directors of the Condominium Association shall have a period of forty-five (45) days after the date of its receipt of the documents and fees described above within which to approve or disapprove the same in its sole discretion. Approval by the Board may include a consideration of aesthetics and any other matters as the Board may decide. In no way shall such approval be interpreted as a representation by the Board that such plans are in accordance with building, zoning or any other applicable laws. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold the Condominium Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement in the event any Unit Owner performs any alterations, improvements, or additions without having obtained the consent of the Board of Directors and the Condominium Association shall also have all remedies provided by the Condominium Act and the right to seek injunctive relief. In addition, the Condominium Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so.

Section 16.3. Alterations by Developer. As long as Developer shall own at least one (1) Unit in the Condominium, Developer shall have the right, without the vote or consent of the Unit Owners or the Condominium Association, to make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units, including, without limitation, the right to create and maintain openings in or alter the boundary walls or slabs between floors of Units and/or between any such two or more contiguous Units; provided, however, any such change, alteration, addition or improvement which would require an amendment to the Declaration changing the configuration or size of any Unit in any material fashion, materially altering or modifying the appurtenances to the Unit or changing the proportion or percentage by which the Unit Owners share the Common Expenses or Common Surplus of the Condominium may not be made by Developer without the approval of a majority of the total voting interests in the Condominium.

Section 16.4. Compliance with Laws and Regulations; Warranties. All additions and alterations (including, without limitation, those to the interior of any Unit) shall be made in compliance with all applicable governmental laws and regulations and all zoning and building code regulations. All work (including, without limitation, work within a Unit) shall be designed and performed by properly licensed architects and contractors, and in such a manner that the structural integrity of the applicable Building is not adversely affected.

ARTICLE 17.

TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

Section 17.1. Destruction. In the event it is determined in the manner provided in Articles 8 and 9 hereof that the improvements shall not be reconstructed because of total destruction, major damage or condemnation, the Condominium plan of ownership will be thereby terminated without agreement.

Section 17.2. Agreement. At any time after the seventh (7th) anniversary of the filing of this Declaration in the Public Records of the County, the Condominium may be terminated by the approval in writing of all of the Owners of the Units, the Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and by all record owners of mortgages upon Units which are held by Institutional First Mortgagees and other mortgagees approved by the Condominium Association. If the proposed termination is submitted to a meeting of the members of the Condominium Association, the notice of which meeting gives notice of the proposed termination, and if the approval of Owners of at least seventy-five percent (75%) of the Units, of the Developer, if Developer holds at least one Unit for sale in the ordinary course of business, and all Institutional First Mortgagees, are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the other Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

Section 17.3. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Condominium Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of the County.

Section 17.4. Shares of Owners After Termination. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Condominium Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination as set forth in Exhibit 4.

Section 17.5. Amendment. This Section shall not be amended without the affirmative vote of the Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and Owners of at least seventy-five percent (75%) of the Units.

ARTICLE 18.

AMENDMENT

Except as elsewhere in this Declaration or in the Condominium Act otherwise provided, this Declaration may be amended only as follows:

Section 18.1. Amendment by the Condominium Association.

(a) Proposal. Amendments to this Declaration may be proposed by the Board of Directors by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by Owners of at least twenty-five percent (25%) of the Units, whether by vote of such Owners as members of the Condominium Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of the Condominium Association shall be transmitted to the President of the Condominium Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

(b) Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of the Condominium Association at which such proposed amendment is to be considered. Such notice will include the full text of the provision(s) amended in the manner, and to the extent, required by Section 718.110(1)(b) of the Condominium Act.

(c) Adoption. The proposed amendment may be adopted, and shall become effective, unless otherwise provided herein, by and upon the affirmative vote of the Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and Owners of at least seventy-five percent (75%) of the Units which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present, provided that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and Owners of at least seventy-five percent (75%) of the Units.

Section 18.2. Amendment by Developer to Correct Errors or Omissions. For so long as Developer owns any Unit in the Condominium, Developer may, without joinder or consent of the Condominium Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Owners, lienors or mortgagees.

Section 18.3. Effective Date and Recording Evidence of Amendment. Any amendment to this Declaration shall be effective when recorded in the Public Records of the County. An amendment of this Declaration, other than an amendment made by the Developer without the consent or vote of the Unit Owners as permitted under this Declaration or the Condominium Act, shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration. The President of the Condominium Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Condominium Association, shall cause to be filed in the Public Records of the County, the original amendment to the Declaration and the certificate, if applicable. A true and correct copy of each such amendment and certificate, if applicable, shall be delivered, forthwith after adoption thereof, to the record Owners of all Units and to the record Owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Condominium Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

Section 18.4. Exceptions. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, and except as otherwise provided herein, no amendment shall:

- (a) change any "Condominium Parcel" (as defined in the Condominium Act);
- (b) discriminate against any Unit Owner or against any Unit comprising part of the Condominium Property;
- (c) change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus; or
- (d) increase the share of any Unit Owner(s) in the Common Expenses or Common Surplus;

unless the Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and the record Owners of not less than a majority of the Units (including the record Owners of all affected Units) join in the execution and acknowledgment of such amendment. No amendment to this Declaration shall require the joinder or consent of any owner of a lien on a Unit unless the amendment materially affects the rights or interests of such lien owner or is otherwise required by the Federal National Mortgage Condominium Association or the Federal Home Loan Mortgage Corporation. In any such event, such lien owner shall not unreasonably withhold its consent.

Section 18.5. Proposed Phases. Notwithstanding anything contained in this Declaration to the contrary, Developer reserves the right to amend this Declaration for the purpose of adding the Proposed Phases to the Condominium. At any time after the improvements to the Proposed Phases have been substantially completed, if at all, Developer may create and execute an amendment to this Declaration declaring one or more of the Proposed Phases part of the Condominium. The power and rights reserved to Developer herein may be exercised by Developer without the joinder or consent of any Unit Owner. Moreover, notwithstanding anything contained in this Declaration to the contrary, no amendment of this Declaration shall decrease the rights or interests or increase the duties or obligations of the Proposed Phases or Proposed Units prior to their submission to this Condominium without the prior written consent and joinder of the Developer. Finally, for so long as any Proposed Phases or Proposed Units have yet to be submitted to this Condominium (and Developer has not given the notice required under Section 718.403(3) of the Condominium Act regarding its intent not to do so), Developer may, without joinder or consent of the Condominium Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration relating solely to such Proposed Phases or Proposed Units which does not materially affect the rights of Owners, lienors or mortgagees of the Units then-submitted to this Condominium.

ARTICLE 19.

ADDITIONAL RIGHTS OF DEVELOPER

In addition to all other rights, privileges and benefits reserved to Developer in this Declaration, Developer shall also be entitled to the following rights, privileges and benefits:

Section 19.1. Sales Activity. Until such time as Developer has sold and conveyed all of the Units in all of the Phases of the Condominium, Developer (or its designee) is irrevocably empowered, notwithstanding anything herein to the contrary, to use any Unit owned by it or any portion of the Common Elements for its own purposes, and to sell or mortgage Units owned, or reacquired, by Developer without the necessity of obtaining the approval of the Condominium Association and without the payment of any transfer, leasing, processing or other type or form of fee or charge. Developer shall also have the right to use any Unit owned by it as a model, to continue its construction, development and sales program and to maintain sales trailers and signs, exhibits, displays, barriers, walks, lights, sound effects and the like, either indoors or outdoors, and anything else during the time and in the manner that Developer, in Developer's opinion, deems advisable for the promotion and sale of Units (as well as units for other projects owned or developed by Developer in the vicinity of the Condominium Property).

Any sales or display office, signs, fixtures or furnishings or other tangible personal property belonging to Developer shall not be considered Common Elements and shall remain the property of Developer. As long as Developer is selling Units, Developer shall also have the right to use the Common Elements and public spaces within the Condominium for sales purposes. Developer shall also have the right to have all gates remain open while Developer is conducting sales activity at the Condominium Property (including weekends and holidays) without charge and without any liability to the Association, Unit Owners, tenants, guests, invitees or family members. This Section 19.1 may not be amended without the written consent of Developer.

Section 19.2. Control of Condominium Association. When Unit Owners other than Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Condominium Association, the Unit Owners other than Developer will be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Condominium Association. Unit Owners of the Condominium other than Developer will be entitled to elect not less than a majority of the members of the Board of Directors of the Condominium Association upon the first to occur (the "Turnover Date") of:

- (a) three years after 50 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (b) four months after 75 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (c) three months after 90 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (d) when all the Units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;
- (e) when some of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business;
- (f) five years after the first Unit is conveyed; or
- (g) seven years after recordation of the Declaration of Condominium creating the Initial Phase.

Developer shall have the right to elect all members of the Board of Directors of the Condominium Association which Unit Owners other than Developer are not entitled to elect; and in any event, Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Condominium Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Condominium Association. Following the time the Developer relinquishes control of the Condominium Association, the Developer may exercise the right to vote in elections for

members of the Board of Directors of the Condominium Association in the same manner as any other Unit Owner of the Condominium Association, except for the purpose of reacquiring control of the Condominium Association or selecting a majority of the members of the Board of Directors. So long as Developer holds at least one Unit for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer: (i) assessment of the Developer as a Unit Owner for capital improvements and (ii) any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

Section 19.3. Additional Easements. Developer (so long as it owns any Unit(s)) and the Condominium Association each shall have the right to grant such additional utility easements or relocate any existing utility easements 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 Developer or the Condominium Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, 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, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for dwelling purposes.

Section 19.4. Construction; Maintenance. Developer (including its designees, and employees) shall have the right in its sole discretion from time to time to enter the Condominium Property for the purpose of completing the construction thereof as well as the right to create, maintain and utilize a separate construction entrance at all times during construction of the Buildings and other improvements on the Condominium Property.

ARTICLE 20.

PHASE CONDOMINIUM

Section 20.1. Description of Proposed Phases. It is currently intended that the Proposed Buildings, if, when and to the extent constructed and added to the Condominium by an amendment to this Declaration, will be developed in the following order and consist of the following number of Units:

<u>Phase Number</u>	<u>Building Number</u>	<u>Minimum Number Of Units</u>	<u>Maximum Number of Units</u>
2	1	7	7
3	11	7	7
4	8	4	4
5	6	12	12
6	5	8	8
7	12	12	12
8	4	8	8
9	3	9	9

Phase Number	Building Number	Minimum Number Of Units	Maximum Number of Units
10	13	12	12
11	2	10	10
12	9	7	7
13	10	6	6

Developer has not obligated itself to construct the Proposed Phases or Recreational Facilities nor, if any one or more are constructed, has the Developer obligated itself to a precise sequence of construction. However, the Proposed Phases, if constructed and added to the Condominium, must be completed and submitted to the Condominium on or before the seventh (7th) annual anniversary of the recording of this Declaration. The Proposed Buildings and Proposed Units may be substantially different from the Initial Buildings and Initial Units. The proposed location and configuration of the Proposed Buildings and Proposed Units are more particularly described on Exhibit 8. However, Developer reserves the right to modify the graphic descriptions attached as Exhibit 8 hereto as to Unit and/or Building types. Moreover, this right will be construed liberally to allow the Developer to correct and adjust any deviations or errors in the configuration of the Proposed Buildings or Proposed Units or the Recreational Facilities to ensure that such Proposed Phases and/or Recreational Facilities, if, when and to the extent added to this Condominium, are accurately described as actually constructed. For example, the mix of Unit types 231E, 231F, 231G, 230B or 232 reflected in the floor plans and plot plans of each Proposed Building may be different than the mix that is actually constructed and sold. The Developer also reserves the right to make nonmaterial changes in the legal description of the Additional Land. If the Developer elects not to add the Additional Land, Proposed Phases and/or Recreational Facilities to the Condominium, the Developer may improve the Additional Land in any manner conforming to applicable zoning and building codes, rules and regulations, in which case the limitations in this Declaration on the construction of improvements to the Additional Land, including, without limitation, the size and location of Proposed Buildings and Proposed Units and the numbers of them, will not apply or control.

Section 20.2. Description of Recreational Facilities. The Developer intends to construct and provide, as Common Elements, a swimming pool and a pool cabana containing the men's and women's bathrooms servicing the swimming pool (the "Recreational Facilities"). The swimming pool will have rectangular dimensions of approximately twenty (20) feet by fifty (50) feet with an average depth of approximately three and one-half (3.5) feet. The swimming pool will be capable of no more than twenty (20) people. The swimming pool will not be heated. The Developer intends to provide certain pool safety equipment costing approximately Five Hundred and No/100 Dollars (\$500.00). The pool cabana will contain the men's and women's bathrooms and will be approximately three hundred fifty (350) square feet in size. The maximum capacity of the pool cabana will be five (5) people. The maximum number of units that will use the Recreational Facilities is one hundred six (106). The Recreational Facilities are intended to be part of Phase 13. It is intended that the Recreational Facilities will be completed no later than February 1, 2008. However, should Phase 13 not be developed and added as part of the Condominium, there is no guarantee that the Developer will provide these facilities. The Developer reserves the right, but not the obligation, at any time to expand or add and submit to

the Condominium any recreational or commonly used facilities as the Developer deems appropriate. Neither the consent of the Unit Owners of the Condominium nor the Condominium Association shall be required for any such expansion or addition. The cost of any such expansion or addition shall be borne exclusively by the Developer. The Developer is not obligated however, to expand or add such facilities.

Section 20.3. Governance and Ownership Issues. If the Developer elects to add the Proposed Phases to the Condominium, each owner of a Unit in the Proposed Phases will be entitled to a vote (as described in Section 5.3 hereof) and the undivided share of each Unit in the Common Elements and Common Surplus will change (as described in Section 4.1 hereof and on Exhibit 4 hereto).

Section 20.4. Notification. The addition of the Proposed Phases and Recreational Facilities, if, when and to the extent constructed and added to the Condominium, will be accomplished by an amendment to this Declaration executed by Developer without the consent of the Condominium Association, any Unit Owner or any Unit Owner's mortgagee as described in Section 18.5 hereof. However, Developer will notify the Unit Owners of its decision not to add one or more of the Proposed Phases. Such notice will be sent by first-class mail addressed to each Unit Owner at the address of his, her or its Unit or at his, her or its last known address and/or as otherwise required under Section 718.403(3) of the Condominium Act.

Section 20.5. No Amendment. The provisions of this Article 20 may not be amended without the prior written consent and joinder of the Developer.

ARTICLE 21.

MISCELLANEOUS

Section 21.1. Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, Section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and rules and regulations of the Condominium Association shall not affect the validity of the remaining portions thereof.

Section 21.2. Applicability of Declaration of Condominium. All present or future Owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

Section 21.3. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership.

Section 21.4. Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided

interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

Section 21.5. United States Flag. Notwithstanding anything contained herein to the contrary, each Unit Owner may display one portable, removable United States Flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable Official Flags no longer than 4½ feet by 8 feet that represent the United States Army, Navy, Air Force, Marine Corp or Coast Guard.

Section 21.6. Mitigation of Dampness and Humidity. All Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In the event that the Condominium Association reasonably believes that a Unit Owner is not complying with the provisions hereof, then, the Condominium Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Condominium Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Condominium Association, to be promptly reimbursed by the Owner to the Condominium Association, with all such costs to be collected from Owner pursuant to Article 14 hereof).

Section 21.7. Water Levels. ALL LAKES AND/OR CANALS WITHIN THE CONDOMINIUM PROPERTY ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES GOVERN THE CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS AND OTHER CAUSES OUT THE CONTROL OF THE DEVELOPER, THE ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS AND SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES,"), THE WATER LEVELS IN THE LAKES AND/OR CANALS, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF THE LAKES AND/OR CANALS. THESE WATER LEVEL FUNCTIONS AND CHANGES IN THE APPEARANCE OF THE LAKES AND/OR CANALS ARE CONSIDERED NORMAL OCCURRENCES. NONE OF

THE LISTED PARTIES HAS CONTROL OVER SUCH WATER LEVEL FLUCTUATION NOR ASSOCIATED IMPACTS TO PLANT GROWTH IN THE LAKES AND/OR CANALS. THEREFORE, THE LISTED PARTIES ARE HEREBY RELEASED FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO THE LAKES AND/OR CANALS, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officer on the 21 day of June, 2007

WITNESSES:

Jacqueline Holina
Name: Jacqueline Holina
Clara Siles
Name: Clara Siles

STANDARD PACIFIC OF SOUTH FLORIDA, a
Florida general partnership, f/k/a Westbrooke
Homes

By: Standard Pacific of South Florida GP, Inc.,
a Delaware corporation, f/k/a Westbrooke
Companies Inc.

By: [Signature]
Diana Ibarria, President

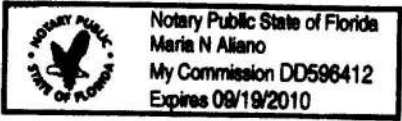
STATE OF FLORIDA :
 : ss:
COUNTY OF MIAMI-DADE :

BEFORE ME, the undersigned authority, personally appeared Diana Ibarria, as President of Standard Pacific of South Florida GP, Inc., a Delaware corporation f/k/a Westbrooke Companies Inc., the general partner of Standard Pacific of South Florida, a Florida general partnership f/k/a Westbrooke Homes, on behalf of such corporation and partnership, who acknowledged before me that (s)he executed the foregoing Declaration for the purposes therein. Such individual is personally known to me or has produced a driver's license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the
21st day of June, 2007

(Notarial Seal)

Maria N. Aliano
Notary Public
State of Florida at Large
My Commission expires:



EXHIBIT

1

**TUSCAN VILLAS, A CONDOMINIUM
(UNINCORPORATED) FT. LAUDERDALE, FLORIDA
SURVEYOR'S CERTIFICATION**

SURVEYOR'S CERTIFICATE

The undersigned, being a professional surveyor and mapper, authorized to practice under the laws of the State of Florida, hereby certifies that the attached Exhibits 1 through 8, sheets 1 through 69, inclusive together with the wording of the Declaration of Condominium of TUSCAN VILLAS, A CONDOMINIUM is an accurate representation of the location and dimensions of the proposed improvements to the land according to the plans and specifications, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and each of the condominium units therein. There may exist some variance, between the proposed improvements and the improvements as constructed. That the improvements proposed have not been constructed and must be inspected, measured, and recertified upon "substantial" completion in accordance with the provisions of Florida Statutes 718.04, and further, a SKETCH OF SURVEY, of the herein described property was made under my direction on March 7 2006 and that to the best of my Professional knowledge and

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
BUILDING 7, INGRESS/EGRESS & PARKING

PHASE 1, BEING A PART OF PARCEL "A", OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF PARCEL "A"; RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL "A" FOR A DISTANCE OF 73.05 FEET TO A POINT; THENCE RUN SOUTH 00°01'44" WEST, A DISTANCE OF 298.42 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A 200.00 FOOT RADIUS CURVE CONCAVE EASTERLY HAVING A CHORD BEARING SOUTH 07°31'08" EAST; THENCE RUN 39.02 FEET ALONG SAID CURVE TO A POINT; THENCE RUN SOUTH 13°06'31" EAST, A DISTANCE OF 44.05 FEET TO A POINT ON A 110.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING SOUTH 19°28'34" EAST; THENCE RUN 24.45 FEET ALONG SAID CURVE TO A POINT; THENCE RUN SOUTH 64°36'17" WEST, A DISTANCE OF 74.25 FEET TO A POINT ON A 306.10 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING NORTH 12°38'52" WEST; THENCE RUN 136.21 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 00°06'02" EAST, A DISTANCE OF 4.70 FEET TO A POINT; THENCE RUN SOUTH 89°53'58" EAST, A DISTANCE OF 73.42 FEET TO THE POINT OF BEGINNING; SAID PARCEL HEREIN DESCRIBED, CONTAINING 9321 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

PHASE 1, BEING A PART OF PARCEL "A" OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF PARCEL "A", RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL "A" FOR A DISTANCE OF 597.95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE RUN SOUTH 00°20'05" WEST, A DISTANCE OF 609.37 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "A" AND THE POINT OF BEGINNING; THENCE RUN NORTH 90°00'00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF PROSPECT ROAD, A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NORTH 80°54'37" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF PROSPECT ROAD FOR A DISTANCE OF 75.96 FEET TO A POINT; THENCE RUN NORTH 90°00'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 195.00 FEET TO A POINT; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY RUN NORTH 00°15'50" EAST, A DISTANCE OF 56.53 FEET TO A POINT; THENCE RUN NORTH 69°57'25" WEST, A DISTANCE OF 138.54 FEET TO A POINT ON A 134.95 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 32°15'41" A CHORD BEARING OF NORTH 53°49'55" WEST; THENCE RUN 75.99 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 37°42'25" WEST, A DISTANCE OF 34.23 FEET TO A POINT ON A 110.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24°35'54" A CHORD BEARING OF NORTH 25°24'28" WEST; THENCE RUN 47.23 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 13°06'31" WEST, A DISTANCE OF 44.05 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 13°13'38" A CHORD BEARING OF NORTH 06°29'42" WEST; THENCE RUN 46.17 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 00°07'07" EAST, A DISTANCE OF 291.28 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED PARCEL "A"; THENCE RUN SOUTH 89°58'16" EAST, A DISTANCE OF 56.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°07'07" WEST, A DISTANCE OF 61.67 FEET TO A POINT; THENCE RUN SOUTH 50°28'23" EAST, A DISTANCE OF 10.62 FEET TO A POINT; THENCE RUN SOUTH 89°58'16" EAST, A DISTANCE OF 386.36 FEET TO A POINT; THENCE RUN SOUTH 00°20'05" WEST, A DISTANCE OF 413.08 FEET TO A POINT; THENCE RUN SOUTH 89°29'29" EAST, A DISTANCE OF 73.45 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "A"; THENCE RUN SOUTH 00°20'05" WEST ALONG SAID EAST LINE A DISTANCE OF 127.26 FEET TO THE POINT OF BEGINNING, LESS THE FOLLOWING: COMMENCING AT THE AFOREMENTIONED POINT OF BEGINNING BEING THE SOUTHEASTERLY CORNER OF SAID PARCEL "A"; THENCE RUN NORTH 64°28'40" WEST, A DISTANCE OF 316.67 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 69°57'25" WEST, A DISTANCE OF 104.84 FEET TO A POINT ON A 75.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 32°15'00" A CHORD BEARING OF NORTH 53°49'45" WEST; THENCE RUN 42.22 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 37°42'25" WEST, A DISTANCE OF 34.23 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24°35'54" A CHORD BEARING OF NORTH 25°24'28" WEST; THENCE RUN 21.47 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 13°06'31" WEST, A DISTANCE OF 44.05 FEET TO A POINT ON A 140.00 FOOT RADIUS CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 13°13'38" A CHORD BEARING OF NORTH 06°29'42" WEST; THENCE RUN 32.32 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 00°07'07" EAST, A DISTANCE OF 91.49 FEET TO A POINT; THENCE RUN NORTH 89°52'53" WEST, A DISTANCE OF 18.00 FEET TO A POINT; THENCE RUN NORTH 00°07'07" EAST, A DISTANCE OF 71.43 FEET TO A POINT; THENCE RUN SOUTH 89°58'16" EAST, A DISTANCE OF 335.70 FEET; THENCE RUN SOUTH 39°23'38" EAST, A DISTANCE OF 20.26 FEET; THENCE RUN SOUTH 00°20'26" WEST, A DISTANCE OF 264.83 FEET TO A POINT; THENCE RUN SOUTH 60°47'35" WEST, A DISTANCE OF 16.62 FEET TO A POINT ON A 98.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 27°08'15" A CHORD BEARING OF SOUTH 75°59'11" WEST; THENCE RUN 46.42 FEET ALONG SAID CURVE TO A POINT ON A 9.00 FOOT RADIUS CURVE CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 54°59'13" A CHORD BEARING OF NORTH 89°17'50" WEST; THENCE RUN 8.64 FEET ALONG SAID CURVE TO A POINT ON A 73.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 54°35'21", A CHORD BEARING OF NORTH 89°05'54" WEST; THENCE RUN 69.55 FEET ALONG SAID CURVE TO A POINT; THENCE RUN SOUTH 22°27'39" WEST, A DISTANCE OF 49.72 FEET TO THE POINT OF BEGINNING; LESS THE FOLLOWING: COMMENCING AT THE NORTHWEST CORNER OF PARCEL "A"; RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL "A" FOR A DISTANCE OF 414.07 FEET TO A POINT; THENCE RUN SOUTH 00°01'44" WEST, A DISTANCE OF 533.82 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°52'53" EAST, A DISTANCE OF 154.67 FEET; THENCE RUN SOUTH 00°07'07" WEST, A DISTANCE OF 38.33 FEET; THENCE RUN NORTH 89°52'53" WEST, A DISTANCE OF 154.67 FEET; THENCE RUN NORTH 00°07'07" EAST, A DISTANCE OF 38.33 FEET TO THE POINT OF BEGINNING. CONTAINING 116,097.50 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.B. #2008

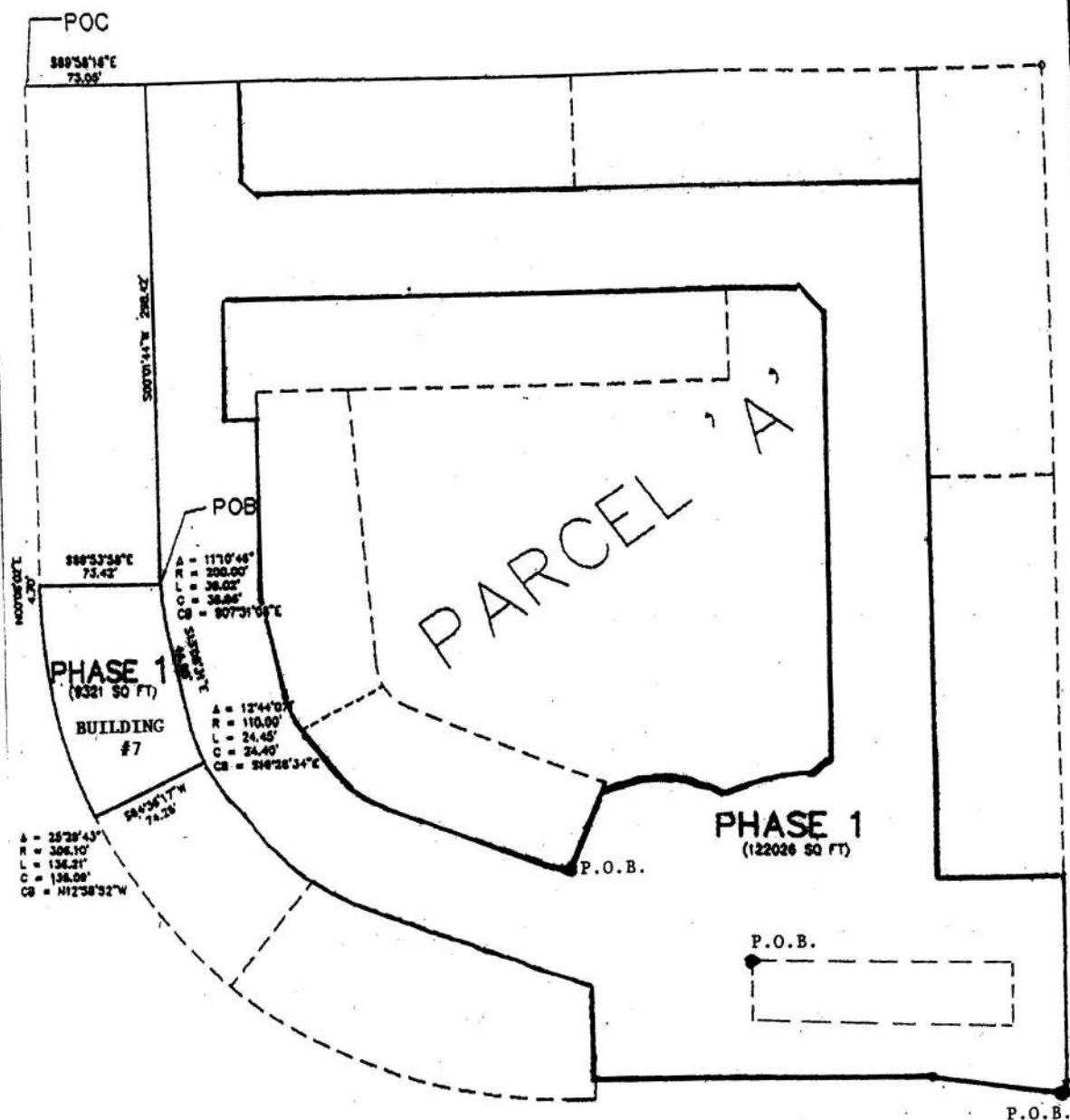
FRANCISCO F. FAJARDO #4767

359 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 666-7909 FAX (305) 659-3002



REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: BUILDING 7, INGRESS/EGRESS & PARKING DESCRIPTION	EXHIBIT 1
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	2 OF 3
REVISED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	SHEET
DRAWN BY: JLB		DRAWING NO. 169008



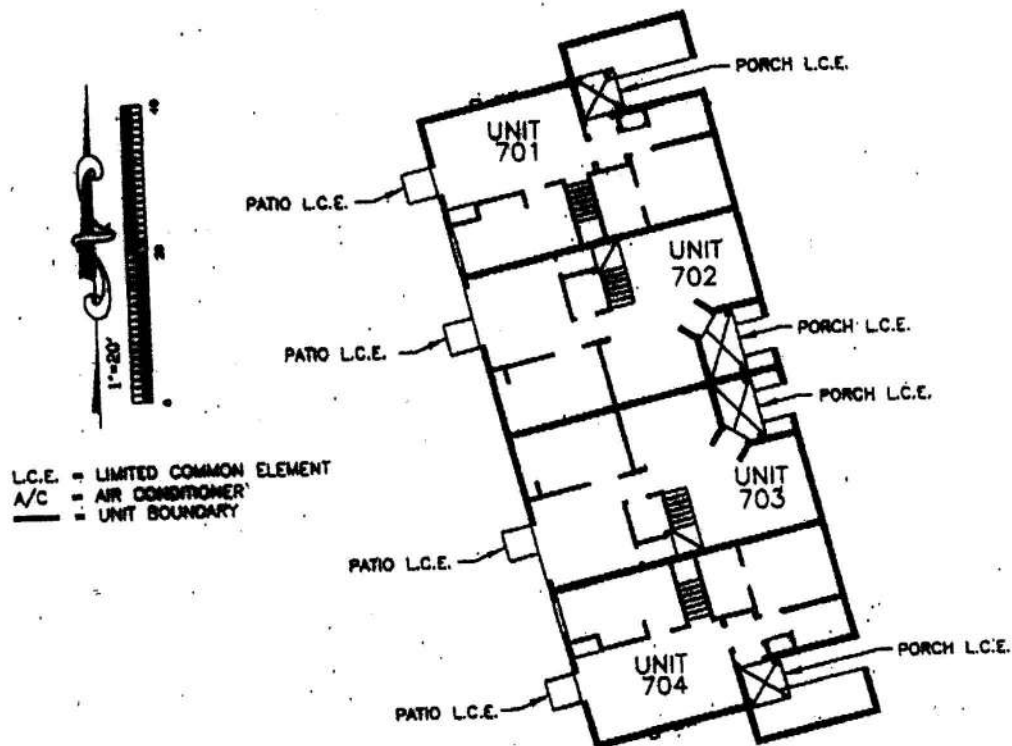
REVISION DATE: June 7, 2007

SCALE: 1" = 80'	DRAWING NAME: SKETCH OF PHASE 1 DESCRIPTION	EXHIBIT: 1
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	3 of 3 SHEET
REVISED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100005
DRAWN BY: JLB		

EXHIBIT

2

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 7 - PHASE 1



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #3888

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CORAL GABLES, FLORIDA 33134
PH (305) 566-7999 FAX (305) 566-3002

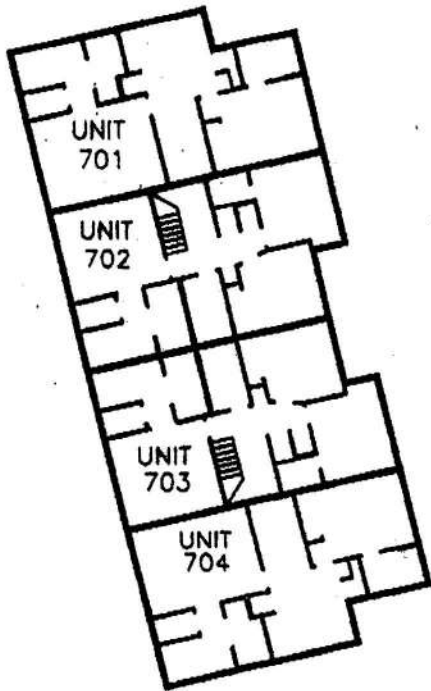


SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 7	EXHIBIT : 2
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	1 of 4 SHEET
REVISED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 168006
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 7 - PHASE 1



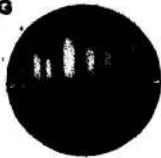
L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
— = UNIT BOUNDARY



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.B. #3008

FRANCISCO F. FAJARDO #4767

389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 666-7900 FAX (305) 666-3002



SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 7	EXHIBIT: 2
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	2 of 4 SHEET
REVISED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 166008
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
ELEVATIONS
BUILDING 7 PHASE 1

BUILDING 7

DESCRIPTION	
1ST FLR ELEV	9.75
1ST FLR CEILING	18.92
2ND FLR ELEV	20.42
2ND FLR CEILING	29.75

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2098

FRANCISCO F. FAJARDO #4767

359 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 668-7900 FAX (305) 559-3002



SCALE: NTS	DRAWING NAME: ELEVATIONS - BUILDING 7	EXHIBIT 2
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	3 of 4 SHEET
REVISED DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida

1. UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - a. UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB OF THE SECOND FLOOR OF THE UNIT.
 - b. LOWER BOUNDARIES: THE HORIZONTAL PLANE AT THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB OF THE UNIT.
 - c. PERIMETRICAL BOUNDARY: IS DEFINED AS THE VERTICAL PLANES FORMED BY THE UNFINISHED INTERIOR VERTICAL WALLS AS DEPICTED ON THE UNIT BOUNDARY DRAWINGS, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES AS DESCRIBED IN ITEMS "A" AND "B" ABOVE.
2. ALL ELECTRICAL ROOMS ARE COMMON ELEMENTS.
3. WALLS AND COLUMNS SEPARATING UNITS ARE COMMON ELEMENTS.
4. SERVICE CORRIDORS, TRASH SHUTES AND STAIRWAYS ARE COMMON ELEMENTS.
5. ALL WALKWAYS, DUMPSTERS AND MAILBOXES ARE COMMON ELEMENTS.
6. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE, WITHIN ITS BOUNDARIES, THE AIR CONDITIONING EQUIPMENT WHEREVER LOCATED EXCLUSIVELY SERVING THE UNIT ALONG WITH ALL DOORS, WINDOWS, GLASS SCREENING AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT WHICH SERVE THE UNIT EXCLUSIVELY.
7. ALL LANDS AND OTHER IMPROVEMENTS NOT LOCATED WITH THE BOUNDARIES OF THE CONDOMINIUM UNITS ARE PART OF THE COMMON ELEMENTS.
8. AREAS WITHIN A UNIT CONTAINING CONDUITS, WIRING, DUCTS, PLUMBING, BEARING WALLS, STRUCTURAL SUPPORTS, AND OTHER SUCH ITEMS SERVING COMMON ELEMENTS AND/OR OTHER UNITS IN ADDITION TO THE UNIT IN WHICH THE AREA IS LOCATED, TOGETHER WITH THE CONTENTS THEREIN, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS TO THE EXTERIOR UNDECORATED FINISHED SURFACE OF SAID AREAS AND HAVE BEEN OMITTED FROM THESE DRAWINGS FOR THE PURPOSE OF CLARITY.
9. DIMENSIONS SHOWN WITHIN EACH UNIT ARE AVERAGE DIMENSIONS TO THE INTERIOR UNDECORATED FINISHED SURFACE OF THE PERIMETER WALLS OF THE UNIT.
10. IMPROVEMENTS ARE PROPOSED AND DO NOT REFLECT AS-BUILT CONDITIONS. UNITS ARE SUBJECT TO CHANGE AT DEVELOPERS DESCRETION AS DESCRIBED IN THE PROSPECTUS.

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 28808

FRANCISCO F. FAJARDO #4787

389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 686-7888 FAX (305) 686-3002



SCALE: NTS	DRAWING NAME: GENERAL FLOOR PLAN NOTES	EXHIBIT : 2
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	4 of 4 SHEET
REVISED DATE: /17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 160008
DRAWN BY: JLB		

EXHIBIT

3

EXHIBIT 3

TUSCAN VILLAS, A CONDOMINIUM

LEGEND OF SURVEY ABBREVIATIONS

A=ARC	FH=FIRE HYDRANT	PL=PROPERTY LINE
A/C=AIR CONDITIONING PAD	SEC=SECTION	BSL=BUILDING SETBACK LINE
BCR=BROWARD COUNTY RECORDS	FIP=FOUND IRON PIPE	POC=POINT OF COMMENCEMENT
BLDG=BUILDING	FIR=FOUND IRON ROD	PRC=POINT OF REVERSE CURVATURE
R=RADIUS	(M)=MEASURED	UE=UTILITY EASEMENT
C=CALCULATED	NGVD=NATIONAL GEODETIC VERTICAL DATUM	UP=UTILITY POLE
CB=CATCH BASIN	SCR=SCREENED	WM=WATER METER
CBS=CONCRETE BLOCK STRUCTURE	OH=OVERHANG	PT=POINT OF TANGENCY
CH=CHORD DISTANCE	ORB=OFFICIAL RECORDS BOOK	T=TANGENT
RAD=RADIAL	OUL=OVERHEAD UTILITY LINES	ME=MAINTENANCE EASEMENT
CL=CLEAR	P=PLAT	AE=ANCHOR EASEMENT
CL=CENTER LINE	SIP=SET IRON PIPE	O/S=OFFSET
CONC=CONCRETE	PB=PLAT BOOK	FNC=FENCE
DE=DRAINAGE EASEMENT	PC=POINT OF CURVATURE	CLF=CHAIN LINK FENCE
R/W=RIGHT OF WAY	PCC=POINT OF COMPOUND CURVE	N/D=NAIL & DISK
 = A/C	PG=PAGE	ID=IDENTIFICATION No.
WF=WOOD FENCE	SWK=SIDEWALK	PI=POINT OF INTERSECTION
FD=FOUND		(TYP)=TYPICAL

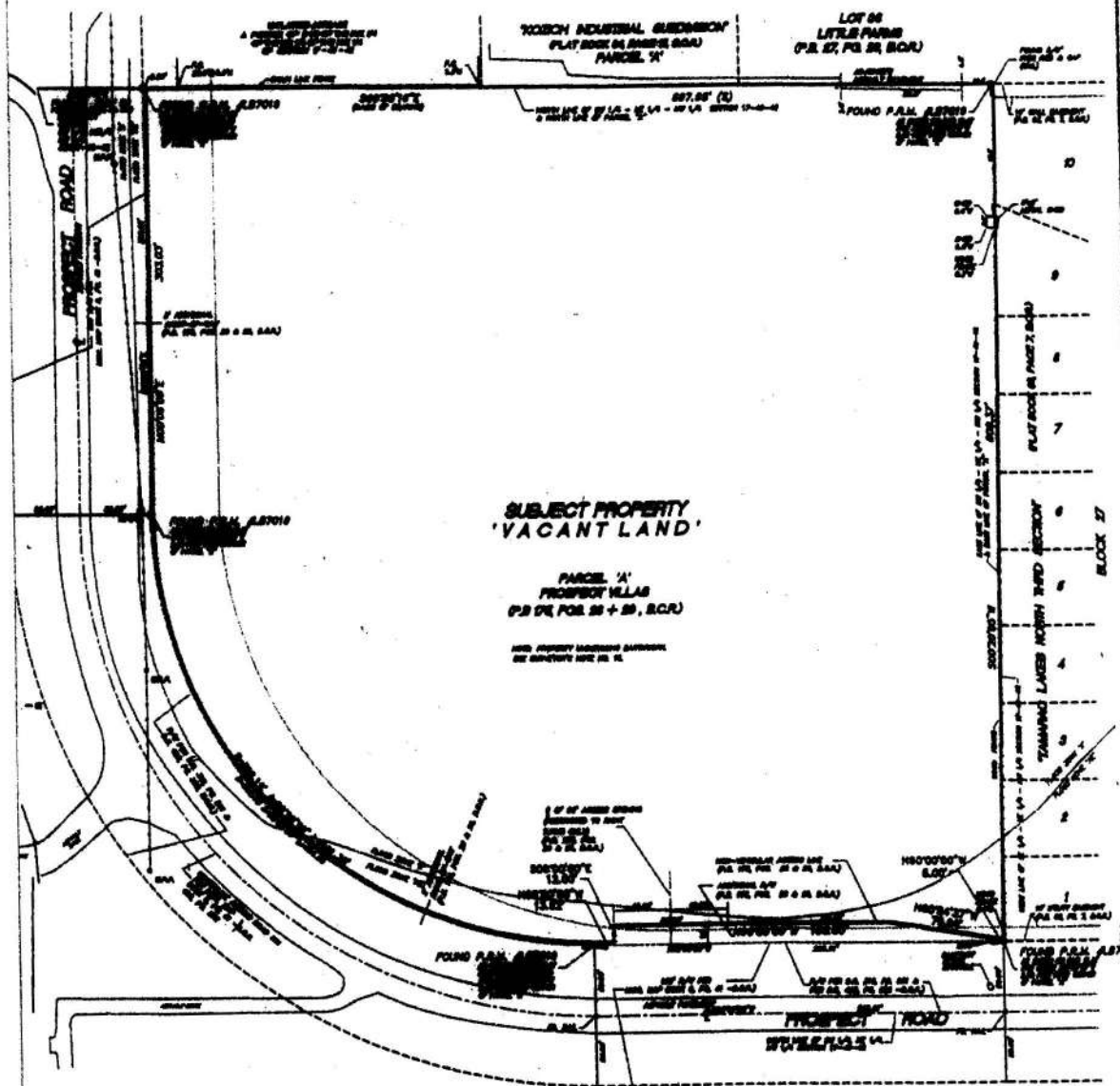
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 8388

FRANCISCO F. FAJARDO #4767

366 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 588-7300 FAX (305) 588-3002

SCALE: NTS	DRAWING NAME:	EXHIBIT : 3
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	1 of 8 SHEET
REVISD DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 168006
DRAWN BY: JLS		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
BOUNDARY SURVEY



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.B. 22000
FRANCISCO F. FAJARDO 64767
389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 686-7900 FAX (305) 686-3002

SCALE: NTS	DRAWING NAME: BOUNDARY SURVEY	EXHIBIT: 3
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	2 of 8 SHEET
REVISED DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 166006
DRAWN BY: JLS		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida

EXHIBIT 3

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 LYING NORTHEASTERLY OF THE EXISTING RIGHT-OF-WAY FOR PROSPECT ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BEING 75.05 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4;

THENCE ON SAID NORTH BOUNDARY RUN EASTERLY TO AN INTERSECTION WITH THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4;

THENCE ON SAID EAST BOUNDARY RUN SOUTHERLY TO AN INTERSECTION WITH A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4;

THENCE ON SAID PARALLEL LINE RUN WESTERLY 288.81 FEET TO A POINT OF CURVATURE CURVE TO THE RIGHT HAVING A RADIUS OF 308.10 FEET;

THENCE ON THE ARC OF SAID CURVE RUN NORTHWESTERLY A DISTANCE OF 484.50 FEET TO A POINT OF TANGENCY;

THENCE ON THE TANGENT PRODUCE FROM AFORESAID CURVE RUN NORTHERLY TO THE POINT OF BEGINNING.

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LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2098

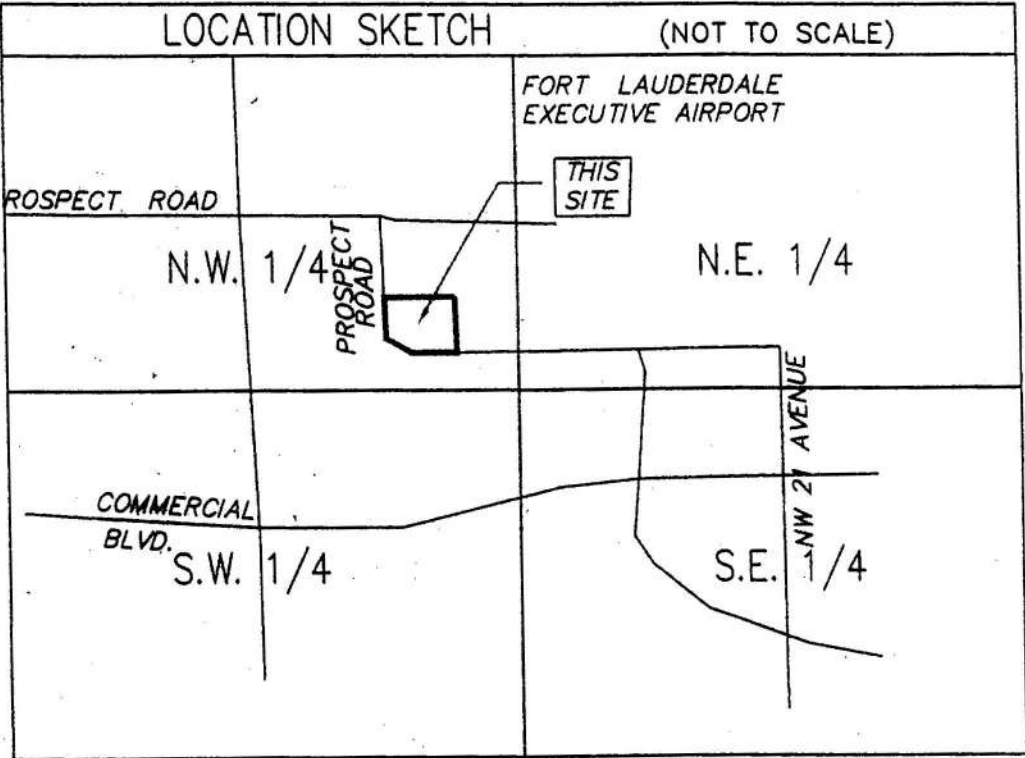
FRANCISCO F. FAJARDO #4787

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 556-7900 FAX (305) 556-3002



SCALE: NTS	DRAWING NAME: OVERALL LEGAL DESCRIPTION	EXHIBIT : 3
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	3 of 8 SHEET
REvised DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100008
DRAWN BY: JLB		

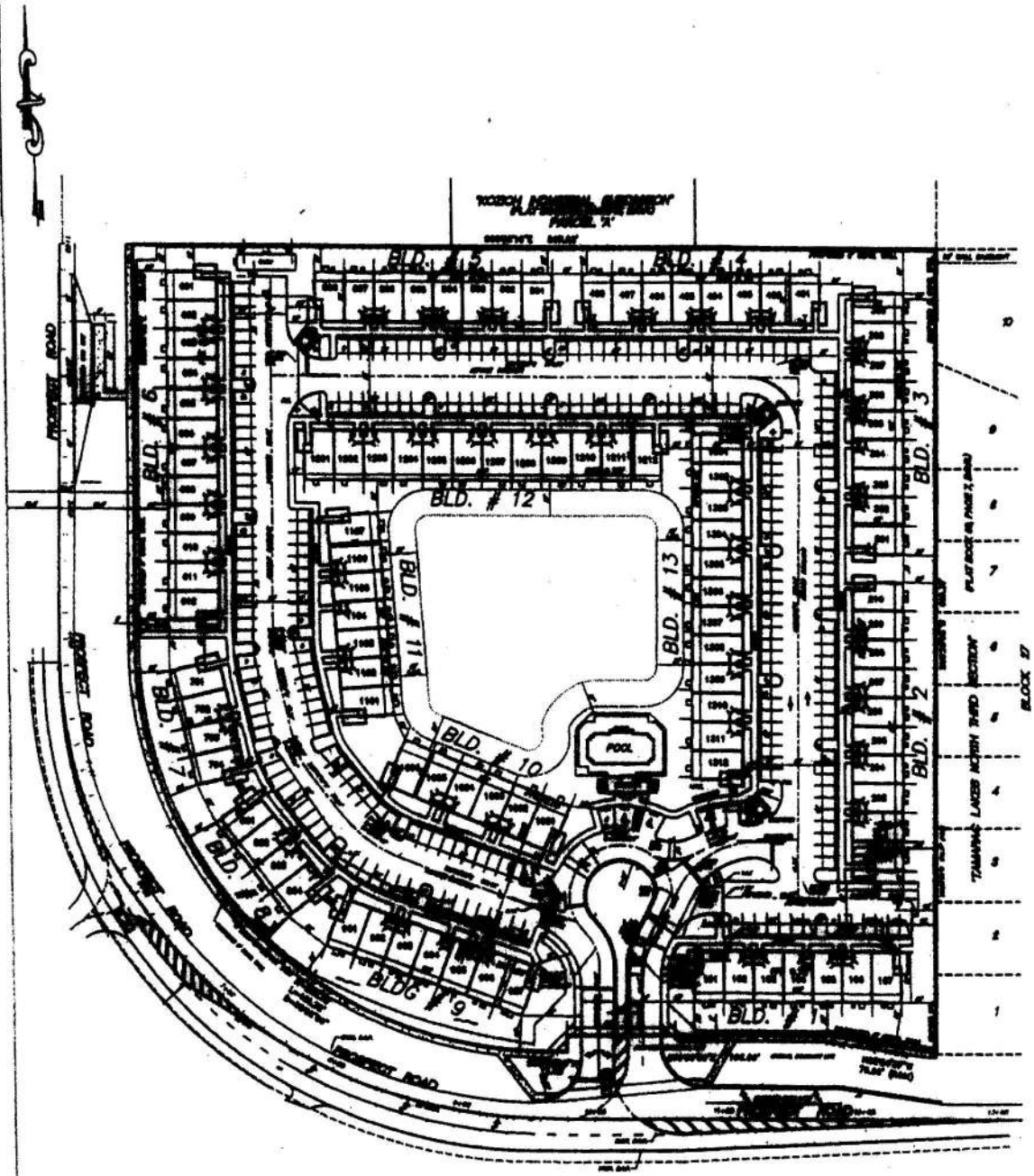
TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2000
FRANCISCO F. FAJARDO #4767
300 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 596-7999 FAX (305) 599-3992

SCALE: NTS	DRAWING NAME: LOCATION SKETCH	REVISION: 3
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	4 of 8 SHEET
REVISED DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida

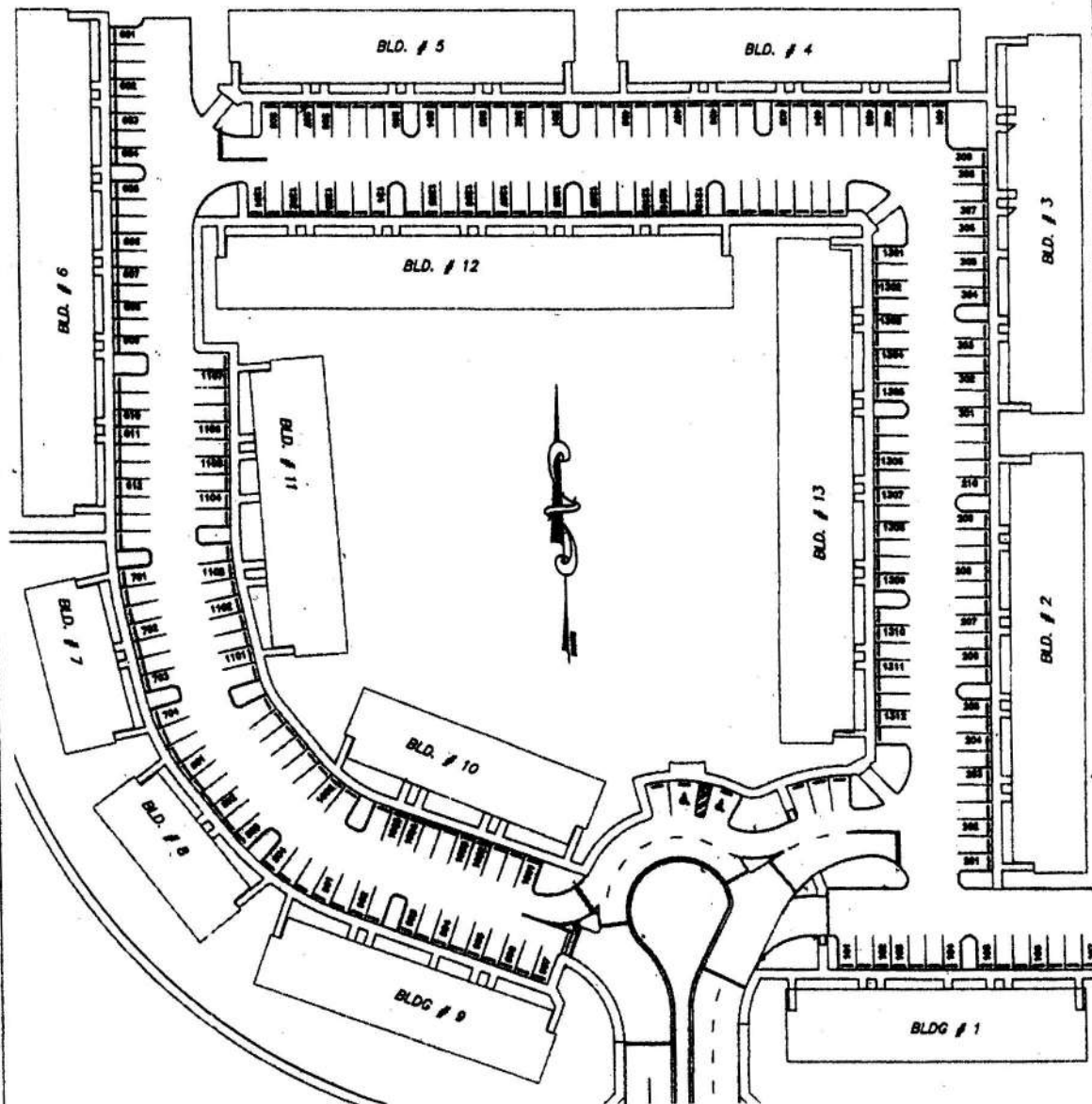


LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2098
FRANCISCO F. FAJARDO #4767
389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 686-7989 FAX (305) 589-3002



SCALE: NTS	DRAWING NAME: SITE PLAN	EXHIBIT : 3
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	5 of 8 SHEET
REVISED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100003
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida



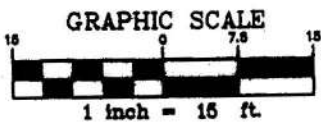
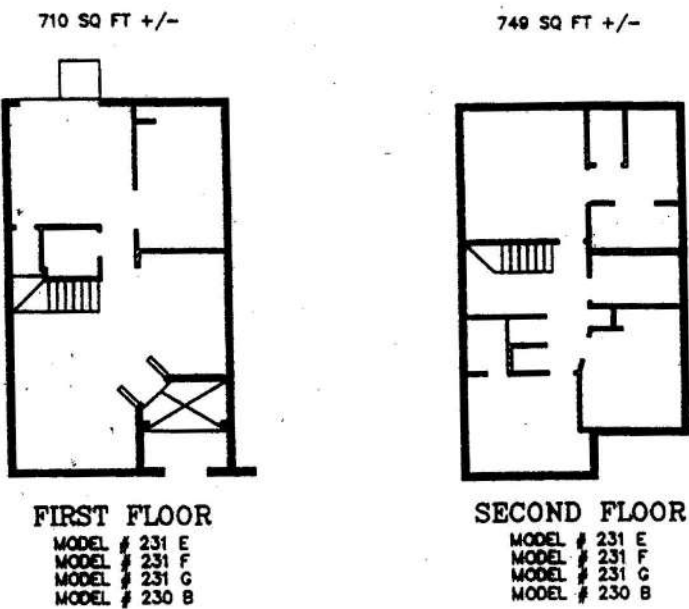
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #3098

FRANCISCO F. FAJARDO #4767

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 886-7900 FAX (305) 886-3002

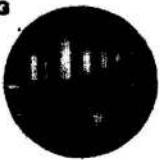
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DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	6 of 8 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
MODEL PLANS FOR OVERALL PROPOSED PROJECT



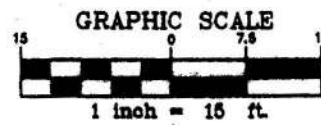
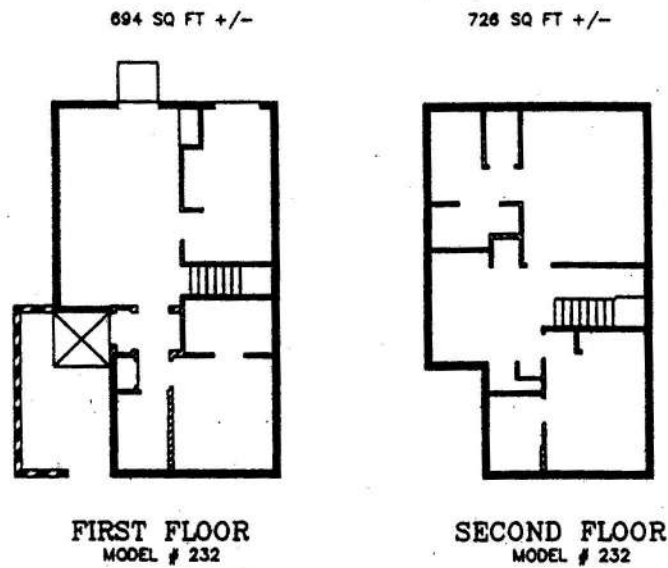
SEE GENERAL FLOOR PLAN NOTES PERTAINING TO TUSCAN VILLAS, A CONDOMINIUM

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2088
FRANCISCO F. FAJARDO #4767
369 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 688-7908 FAX (305) 688-3002



SCALE: NTS	DRAWING NAME: MODEL PLANS	EXHIBIT: 3
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	7 of 8 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 160006
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
MODEL PLANS FOR OVERALL PROPOSED PROJECT



SEE GENERAL FLOOR PLAN NOTES PERTAINING TO TUSCAN VILLAS, A CONDOMINIUM

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PROFESSIONAL SURVEYING & MAPPING
L.S. #2096

FRANCISCO F. FAJARDO #4767

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CORAL GABLES, FLORIDA 33134
PH (305) 556-7909 FAX (305) 556-3002



SCALE: NTS	DRAWING NAME: MODEL PLANS	EXHIBIT: 3
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	8 of 8 SHEET
REVISED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

EXHIBIT 4

(Initial Phase)

UNDIVIDED INTEREST IN THE COMMON EXPENSES AND COMMON ELEMENTS

Unit Number	Percentage of Common Elements
1	25%
2	25%
3	25%
4	25%
	100%

EXHIBIT 4 (continued)

(Subsequent Phases)

UNDIVIDED INTEREST IN THE COMMON EXPENSES AND COMMON ELEMENTS

Each Unit’s share of the Common Expenses and Common Elements will be equal to the percentage calculated by dividing 100 by the total number of Units then submitted to the Condominium. For example, after Phase 2 is submitted, the total number of Units will be equal to 11 and each Unit’s percentage interest will be 9.091%. If all 13 Phases are completed and submitted to the Condominium in the intended order, each Unit’s share will be, after the submission of the applicable Phase, as follows:

Phase No.	Each Unit’s Percentage Interest
1	25.000%
2	9.091%
3	5.555%
4	4.545%
5	2.941%
6	2.381%
7	1.852%
8	1.613%
9	1.408%
10	1.205%
11	1.075%
12	1.000%
13	0.943%

EXHIBIT 5



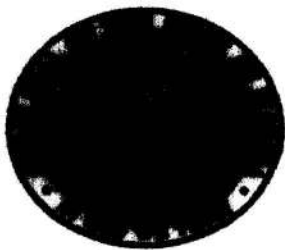
I certify the attached is a true and correct copy of the Articles of Incorporation of TUSCAN VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on June 14, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H07000156849. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000005953.

Authentication Code: 607A00040219-061507-N07000005953-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of June, 2007




Kurt S. Browning
Secretary of State

**ARTICLES OF INCORPORATION
OF
TUSCAN VILLAS
CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation (the "Condominium Association") for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I.

The name and principal address of the corporation shall be:

TUSCAN VILLAS
CONDOMINIUM ASSOCIATION, INC.
9900 S.W. 107th Avenue
Miami, Florida 33176

ARTICLE II.

The purposes and objects of the Condominium Association shall be to administer the operation and management of Tuscan Villas, a Condominium (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon certain land (the "Land") situated in Broward County, Florida (the "County"); and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Condominium Association which will be adopted (the "Bylaws"), and the Declaration of Condominium (the "Declaration," capitalized terms used but not otherwise defined herein will have the meaning set forth in the Declaration), which will be recorded in the Public Records of the County, if, as and when the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Condominium Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

The Condominium Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Condominium Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units and Common Elements in and of the Condominium, as such terms are defined in the Declaration. All rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

2. Levy and collect assessments against members of the Condominium Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the Bylaws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including the Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Condominium Association to the extent and in the manner permitted by the Declaration, the Bylaws and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing use of the Condominium which may from time to time be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Condominium Association in the Declaration and the Act.

ARTICLE IV.

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

A. The record Owners (as defined in the Declaration) of all Units in the Condominium from time to time shall be members of the Condominium Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV hereof.

B. The Owner of each Unit shall become a member of the Condominium Association automatically upon and simultaneously with receipt of a deed or other

conveyance of record evidencing the transfer of legal title to a Unit from Developer, or in the case of a conveyance by a grantee or remote grantee of Developer, upon receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Unit in accordance with the provisions of Article 11 of the Declaration. Membership in the Condominium Association may not be transferred separate and apart from a conveyance of the Unit. Membership in the Condominium Association shall terminate upon conveyance or transfer of the Unit, whether voluntary or involuntary; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, transferred or encumbered in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Condominium Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

D. On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each Unit. If a Unit Owner owns more than one (1) Unit, the Unit Owner shall be entitled to one (1) vote for each Unit owned.

E. Until such time as the Condominium is established by recordation of the Declaration, the membership of the Condominium Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE V.

The Condominium Association shall have perpetual existence; provided that if it is dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

ARTICLE VI.

The principal office of the Condominium Association shall be located in Florida, but the Condominium Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE VII.

The affairs of the Condominium Association shall be managed by the President of the Condominium Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers (collectively, the "Officers"), subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Condominium

Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether any such person or entity is a member of the Condominium Association or a Director or officer of the Condominium Association, as the case may be.

ARTICLE VIII.

The number of members on the first Board of Directors, who shall serve until their successors are designated by Standard Pacific of South Florida, a Florida general partnership, f/k/a Westbrooke Homes ("Developer"), or elected at the first annual meeting of the Condominium Association following recordation of the Declaration of Condominium, shall be three (3). The number of members of succeeding Boards of Directors shall also be three (3), or as otherwise provided from time to time by the Bylaws, and they shall be elected by Developer or the members of the Condominium Association at the annual meetings of the membership as provided by the Bylaws. Each of the members of all succeeding Boards of Directors shall be members of the Condominium Association or shall be authorized representatives, officers or employees of a corporate member of the Condominium Association, except for those Directors who are appointed by the Developer.

When (but not before) Unit Owners other than Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Condominium Association, the Unit Owners other than Developer will be entitled to elect, as a group and in a manner to be provided in the Bylaws, not less than one-third (1/3) of the members of the Board of Directors of the Condominium Association. Unit Owners other than Developer will be entitled to elect, as a group and in a manner to be provided in the Bylaws, not less than a majority of the members of the Board of Directors of the Condominium Association upon the first to occur (the "Turnover Date") of:

- (a) three years after 50 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (b) three months after 90 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (c) when all of the Units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;
- (d) when some of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or
- (e) seven years after recordation of the Declaration of Condominium creating the Initial Phase.

Developer shall have the right to elect all members of the Board of Directors of the Condominium Association which Unit Owners other than Developer are not entitled to elect;

and, in any event, Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Condominium Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Condominium Association. At the time Unit Owners, other than Developer, elect a majority of the members of the Board of Directors, Developer shall relinquish control of the Condominium Association and shall deliver to the Condominium Association, at Developer's expense, all property of the Unit Owners and of the Condominium Association held or controlled by Developer. Within seventy-five (75) days after the Unit Owners, other than Developer, are entitled to elect a member or members of the Board of Directors, the Condominium Association shall call, and give not less than sixty (60) days notice of a meeting at which such Directors are to be elected, which elections will otherwise be held in accordance with the provisions of the Bylaws. Following the time the Developer relinquishes control of the Condominium Association, the Developer may exercise the right to vote in elections for members of the Board of Directors of the Condominium Association in the same manner as any other Unit Owner of the Condominium Association, except for the purpose of reacquiring control of the Condominium Association or selecting a majority of the members of the Board of Directors. So long as Developer holds at least one Unit for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer: (i) assessment of the Developer as a Unit Owner for capital improvements and (ii) any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

ARTICLE IX.

The Board of Directors shall elect and may by majority vote separate or remove from office the President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE X.

The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, shall hold office until the first annual meeting of the Condominium Association after recordation of the Declaration of Condominium, and thereafter until their successors are selected and have qualified, are as follows:

Name

Address

Diana Ibarria

9900 S.W. 107th Avenue
Miami, Florida 33176

Michael Debock

9900 S.W. 107th Avenue
Miami, Florida 33176

K. C. Messer

9900 S.W. 107th Avenue
Miami, Florida 33176

ARTICLE XI.

The names and addresses of the incorporators of the Corporation are:

<u>Name</u>	<u>Address</u>
Diana Ibarria	9900 S.W. 107th Avenue Miami, Florida 33176
Michael Debock	9900 S.W. 107th Avenue Miami, Florida 33176
K. C. Messer	9900 S.W. 107th Avenue Miami, Florida 33176

ARTICLE XII.

The officers of the Condominium Association, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

President	Diana Ibarria
Secretary/Treasurer	Michael Debock
Vice President/Assistant Treasurer	K. C. Messer

ARTICLE XIII.

The original Bylaws of the Condominium Association shall be adopted by the approval of a majority of the subscribers to these Articles of Incorporation at a meeting at which each of the subscribers are present, and, thereafter, the Bylaws may be amended, altered or rescinded only in the manner set forth in such Bylaws.

ARTICLE XIV.

Every Director and every officer of the Condominium Association shall be indemnified by the Condominium Association against all expenses and liabilities, including attorneys' and legal assistants' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Condominium Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, malfeasance or

nonfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Condominium Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Condominium Association acting upon a vote of the majority of the Directors, or by Owners of a majority of the Units, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Condominium Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the members as the procedure for giving such notice is described in the Bylaws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at annual meetings of the members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Condominium Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Condominium Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and Owners of at least seventy-five percent (75%) of the Units which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of the County, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Condominium Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE**

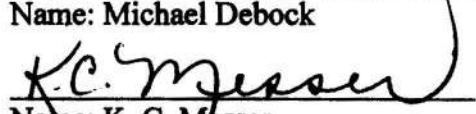
In compliance with Florida Statutes Sections 48.091 and 617.0501, the following is submitted:

The Tuscan Villas Condominium Association, Inc., desiring to organize as a corporation not for profit under the laws of the State of Florida, has designated 200 South Biscayne Blvd., Suite 4900, Miami, Florida 33131 as its initial Registered Agent Office and has named Steven J. Vainder, Esq. located at said address as its initial Registered Agent.

Incorporators


Name: Diana Ibarria


Name: Michael Debock


Name: K. C. Messer

Having been named Registered Agent for the above stated corporation, at the designated Registered Agent Office, the undersigned hereby accepts said appointment and agrees to comply with the provisions of Florida Statutes Section 48.091 relative to keeping open said office.


Name: Steven J. Vainder, Esq.
Registered Agent

EXHIBIT 6

BYLAWS

OF

**TUSCAN VILLAS
CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not for Profit

Section 1. Identity.

1.1. These are the Bylaws of TUSCAN VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Condominium Association"), the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida. The Condominium Association has been organized for the purposes described in the Articles.

1.2. The provisions of these Bylaws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these Bylaws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration," capitalized terms used but not otherwise defined herein will have the meaning set forth in the Declaration) which will be recorded in the Public Records of Broward County, Florida (the "County"). The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

1.3. All members of the Condominium Association and their invitees, including, without limitation, all present or future Owners (as defined in the Declaration) and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

1.4. The office of the Condominium Association shall be at 9900 S.W. 107th Avenue, Miami, Florida 33176 or at such other place as may be established by resolution of the Board of Directors.

1.5. The fiscal year of the Condominium Association shall be the calendar year.

1.6. The seal of the Condominium Association shall bear the name of the Condominium Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

Section 2. Membership, Voting, Quorum, Proxies.

2.1. The qualification of members of the Condominium Association (the "Members"), the manner of their admission to membership and termination of such membership,

and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

2.2. A quorum at meetings of Members shall consist of Owners of at least one third (1/3) of the Units; and the joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such person for the purpose of determining a quorum.

2.3. The vote of the Owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity, shall be cast or otherwise exercised, at all meetings at which Members of the Condominium Association are entitled to vote or otherwise act, by one natural person designated in writing by the Owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Condominium Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Condominium Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the Owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy as allowed by applicable law, the vote of the Owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Condominium Association shall be required or allowed to vote or otherwise act.

2.4. Evidence of the approval or disapproval of the Owner(s) of a Unit upon any matter, whether or not the subject of a Condominium Association meeting, shall be given to the Condominium Association by the same person who would cast the vote of such Owner if in an Condominium Association meeting.

2.5. Except where otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners entitled to cast a majority of the votes represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

Section 3. Annual and Special Meetings of Membership.

3.1. The annual meeting of Members shall be held, at the office of the Condominium Association or such other place as may be specified in the notice of the meeting, at 2:00 P.M. on the second Tuesday of April of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding regular business day.

3.2. Special meetings of the entire membership of the Condominium Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Owners of no less than one third (1/3) of the Units.

3.3. Notice of all meetings of Members shall be given (unless waived in writing) by the Secretary or, in the absence of the Secretary, another officer of the Condominium Association, to each Member. Each notice shall be written or printed and shall state the time and place of the meeting and shall identify the agenda items. Notice of a meeting of the Unit Owners, including an annual meeting, shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. Notwithstanding the foregoing, notice of an annual meeting or other meeting of the Unit Owners at which a Director is to be elected shall be given to each Member not less than sixty (60) days prior to the date set for such meeting, notice of such meeting shall be mailed or delivered personally to each Member. In addition, with respect to an annual meeting or other meeting of the Unit Owners at which a Director is to be elected, a second notice of such meeting, together with an agenda and a ballot which lists all candidates and any information sheets on candidates as provided in Section 4.2(b), shall be mailed or delivered personally to each Member, not more than thirty-four (34), nor less than fourteen (14), days prior to the scheduled election. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Condominium Association, with postage thereon prepaid. An officer of the Condominium Association shall provide an affidavit to be included in the official records of the Condominium Association, affirming that notices of the Condominium Association meeting were mailed or hand delivered in accordance with the provisions of this Section 3.3 to each Unit Owner at the address last furnished to the Condominium Association. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Condominium Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall, in addition, be posted in a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. All notices shall be posted in a specific location in the Condominium adopted by the Board of Directors after notice to the Members. Each notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy as allowed by applicable law, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

3.4. At meetings of Members, the President shall preside or, in his absence, the Members present shall select a chairman of the meeting.

3.5. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (i) Any election ballots not yet cast shall be collected;
- (ii) Calling of the roll and certifying of proxies;
- (iii) Proof of notice of meeting or waiver of notice;
- (iv) Reading or waiver of reading of minutes of previous meeting of Members;
- (v) Reports of officers;
- (vi) Reports of committees;
- (vii) Appointments by Chairman of inspectors of election;
- (viii) Election of Directors;
- (ix) Unfinished business;
- (x) New business; and
- (xi) Adjournment.

Section 4. Board of Directors.

4.1. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles. For so long as Developer (as defined in the Articles) is entitled to elect at least one member of the Board of Directors, succeeding Board of Directors shall consist of that number (but not less than three) of Directors determined by Developer. Each of the members of all succeeding Boards of Directors shall be Members of the Condominium Association, or shall be authorized representatives, officers or employees of a corporate Member of the Condominium Association except for those Directors who are appointed by Developer. When (but not before) Unit Owners other than Developer, own at least fifteen percent (15%) of the Units that will be operated ultimately by the Condominium Association, the Unit Owners, other than Developer, shall be entitled to elect, as a group and in the manner provided in Section 4.2 hereof, not less than one-third (1/3) of the members of the Board of Directors. The Unit Owners, other than Developer, shall be entitled to elect, as a group and in the manner provided in Section 4.2 hereof, a majority of the members of the Board of Directors upon the first to occur of (the "Turnover Date"):

- (i) Three years after 50 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (ii) Three months after 90 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- (iii) When all of the Units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to

purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

(iv) When some of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(v) Seven years after recordation of the Declaration creating the Initial Phase.

Prior to the Turnover Date, Developer shall have the right to elect all members of the Board of Directors of the Condominium Association which Unit Owners, other than Developer, are not entitled to elect; and, in any event, Developer shall have the right to elect not less than one (1) member of the Board of Directors of the Condominium Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Condominium Association. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors of the Condominium Association in the same manner as any other Unit Owner of the Condominium Association. So long as Developer holds at least one Unit for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer: (i) assessment of the Developer as a Unit Owner for capital improvements and (ii) any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

4.2. Directors shall be elected in the following manner:

(a) Commencing with the election of the first Board to succeed the Board comprised of the subscribers of the Articles, Developer shall designate the number of the members of the Board and the identity of those members which it shall be entitled to designate in accordance with the Articles and these Bylaws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Condominium Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(b) All members of the Board whom Developer shall not be entitled to designate under these Bylaws shall be elected by written ballot or voting machine, by a plurality of the votes cast at the annual meeting of the Members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate. Any Member or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary not less than forty (40) days before a scheduled election. Upon request of a candidate, the Condominium Association shall include, at its own expense, an information sheet on the candidate no longer than 8½ inches by 11 inches, furnished by the candidate not less than thirty-five (35) days before the election, together with the second notice of a scheduled election as set

forth in Section 3.3 hereof. Proxies shall in no event be used in electing members of the Board, except that Members other than Developer may vote by limited proxy to fill a vacancy created by recall of a Director previously elected by Members other than Developer. No Member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Member who needs assistance in casting his ballot may obtain such assistance.

(c) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board of Directors be created in any directorship previously filled by a Person designated by Developer, such vacancy will be filled by Developer designating, by written instrument delivered to any officer of the Condominium Association, the successor Director, who will fill the vacated directorship for the unexpired term thereof.

(d) Commencing with the first annual meeting of Members at which Owners, other than Developer, are entitled to elect some or all of the Directors, the terms of office of not more than one more than half such Directors receiving the highest plurality of votes will be two years, and the terms of office of the remaining Director or Directors elected by the next highest plurality of votes will be one year; Developer will designate for two-year terms that number of Directors which, together with the Directors elected by other Owners, if any, totals one more than half of the Directors. The remaining Director or Directors designated by Developer, if any, will have terms of office of one year; the intention being that terms of office of Directors be staggered after the first annual meeting at which Owners elect Directors, with up to one more than half the Directors elected by Owners, other than Developer, to serve the initial two-year terms. Thereafter, as many Directors shall be elected, or designated by Developer as the case may be, for two-year terms, as there are regular terms of office of Directors expiring at such times. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(e) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no Member may cast more than one vote per Unit owned for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(f) In the event that Developer selects any person to serve as a Director, Developer will have the absolute right at any time, in its sole discretion, to replace any such Director with another Person to serve as a Director. Replacement of any Director designated by Developer will be made by written instrument delivered to any officer of the Condominium Association, which instrument will specify the name of the Person designated as successor to the Director so removed. The removal of any Director and designation of his successor will be effective immediately upon delivery of such written instrument by Developer to any officer of the Condominium Association.

(g) Notwithstanding anything herein to the contrary, there will be no quorum requirement for any vote held to elect a Director; however, at least twenty percent (20%) of eligible voters must cast a ballot in order to have a valid election of a Director.

4.3. The organizational meeting of a newly-elected or designated Board shall be held within fifteen (15) days of its election or designation, at such time and place as fixed at the meeting at which it was elected.

4.4. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. All meetings of the Board at which a quorum of the Directors is present will be open to all Members of the Condominium Association. Any Member may record or videotape such meetings. Any Member shall have the right to speak at meetings on all designated agenda items, subject to reasonable rules adopted by the Condominium Association regarding the frequency, duration and manner of Member statements. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegram or telecopy (at least seven (7) days prior to the day named for such meeting, unless notice is waived). Notice of all meetings (including the organizational meeting described in Section 4.3 above), which shall identify the agenda items, shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting, unless an emergency exists which prevents the giving of such notice, or unless a greater time is prescribed by law. However, written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to Members and posted conspicuously in the Condominium not less than fourteen (14) days prior to such meeting. The Secretary of the Condominium Association shall provide an affidavit to be included in the official records of the Condominium Association affirming that this fourteen (14) day notice requirement has been complied with. All notices shall be posted in a specific location in the Condominium adopted by the Board of Directors after notice to the Members. Notice of any meeting in which regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered, and the nature of any such assessments. Meetings of any committee of the Board to take final action on behalf of the Board or make recommendations to the Board regarding the Condominium Association Budget are subject to the provisions of this Section 4.4. Meetings of any committee of the Board that does not take final action on behalf of the Board or make recommendations to the Board regarding the Condominium Association Budget are not subject to the provisions of this Section 4.4.

4.5. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of a special meeting will be given to each Director, personally or by mail, telephone, telegram or telecopy which notice will state the time, place and purpose of the meeting.

4.6. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver will be deemed equivalent to the giving of notice.

4.7. A quorum at meetings of the Board will consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth

in the Articles, these Bylaws or the Declaration, such meeting will be rescheduled and notice thereof will be given as elsewhere set forth herein or in the Articles.

4.8. The presiding officer of meetings of the Board shall be the President of the Condominium Association. In the absence of the presiding officer, the Directors present will designate one of their number to preside.

4.9. All of the powers and duties of the Condominium Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties will be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

(i) Make, levy and collect Assessments against Owners and Owners' Units to defray the costs of operating the Condominium Association, and to use the proceeds of Assessments in the exercise of the powers and duties of the Condominium Association;

(ii) maintain, repair, replace, operate and manage the Condominium whenever the same is required to be done and accomplished by the Condominium Association for the benefit of Members;

(iii) Repair and reconstruct improvements after casualty;

(iv) Make and amend rules and regulations governing the use of the property, real and personal, in the Condominium; provided, that such rules and regulations or amendments thereto will not conflict with the restrictions and limitations which may be placed upon the use of the such property under the terms of the Articles and Declaration;

(v) Approve or disapprove proposed purchasers and lessees of Units. The president or the vice-president of the Condominium Association are and shall be authorized on behalf of the Board to approve (but not disapprove) any proposed purchaser or lessee and to execute, on behalf of the Condominium Association, appropriate documents to evidence the same;

(vi) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

(vii) Enter into contract(s) with any person, firm or entity for the operation, maintenance or repair of the Condominium; provided that, no such contract shall be in conflict with the powers and duties of the Condominium Association or the rights of Owners as provided in the Condominium Act, and the Articles or Bylaws of the Condominium Association;

(viii) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all rules and regulations governing use of property of and in the Condominium hereafter adopted;

(ix) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the Members and their respective Units subject to such liens;

(x) Carry insurance for the protection of the Members and the Condominium Association against casualty and liability;

(xi) Pay all costs of power, water, sewer and other utility services rendered to the Condominiums and not billed to the Owners of the separate Units;

(xii) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Condominium Association;

(xiii) Grant permits, licenses and easements over the Condominium Property for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium; and

(xiv) Convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

4.10. The first Board of Directors of the Condominium Association will be comprised of the three (3) subscribers to the Articles, who will serve until their successors are designated by Developer or elected at a meeting of the Members following recordation of the Declaration. Should any member of the first Board be unable to serve for any reason, Developer will have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

4.11. Directors may be removed from office in the manner provided for the removal of directors in Chapter 718, Florida Statutes. As stated in Section 718.112(2)(j), Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of Owners entitled to cast a majority of the votes in the Condominium Association. A special meeting of all Unit Owners to recall one or more members of the Board of Directors may be called by Unit Owners entitled to cast ten percent (10%) of the votes giving notice of the meeting as required herein for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

(a) If the recall is approved by Unit Owners entitled to cast a majority of the votes at such a special meeting, the recall shall be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all

records and property of the Condominium Association in their possession, or proceed as described in paragraph (c) below.

(b) If the proposed recall is by an agreement in writing by Unit Owners representing a majority of the votes in the Condominium Association, the agreement in writing shall be served on the Condominium Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board shall call a meeting of the Board of Directors within five (5) full business days after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records of the Condominium Association in their possession, or proceed as described in the following paragraph (c).

(c) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within 5 full business days after the meeting, file with the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For the purposes of this Section 4.11(c), the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon mailing of the final order of arbitration upon the Condominium Association. If the Condominium Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Condominium Association in their possession within five (5) full business days of the effective date of the recall.

Section 5. Additional Provisions - Meetings of Members and Directors.

5.1. Notwithstanding anything contained in these Bylaws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

5.2. Any meeting of the Board of Directors of the Condominium Association shall be open to all Unit Owners.

Section 6. Officers.

6.1. The Board will elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board deems advisable from time to time. The President will be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President will not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate

their powers and duties, as the Board may deem necessary to manage properly the affairs of the Condominium Association. Officers may be removed from office by the Board.

6.2. The President shall be the chief executive officer of the Condominium Association. He will have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Condominium Association. He will have such additional powers as the Board may designate. The President, when in attendance, will preside at all meetings of Members.

6.3. The Vice President will, in the absence or disability of the President, exercise the powers and perform the duties of President. He will also generally assist the President and exercise such other powers and perform such other duties as are prescribed by the Board.

6.4. The Secretary, when in attendance, will keep the minutes of all proceedings of the Board and the Members. He will attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He will have custody of the seal of the Condominium Association and affix the same to instruments requiring a seal when duly signed. He will keep the records of the Condominium Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President.

6.5. The Treasurer will have custody of all of the property of the Condominium Association, including funds, securities and evidences of indebtedness. He will keep the Assessment rolls and accounts of the Members; he will keep the books of the Condominium Association in accordance with good accounting practices; and he will perform all other duties incident to the office of Treasurer.

6.6. The compensation of all officers and employees of the Condominium Association will be fixed by the Board. The Directors will serve on the Board without compensation; provided, however, this provision shall not preclude the Board from employing a Director as an employee of the Condominium Association, nor preclude contracting with a Director for the management of the Condominium.

Section 7. Fiscal Management.

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

7.1. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the Owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the Owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

7.2. The Board shall adopt, for, and in advance of, each calendar year, a budget for the Condominium showing the estimated costs of performing all of the functions of the Condominium Association for the year. Each budget shall show the total estimated expenses of the Condominium Association for that year and shall contain an itemized breakdown of the Common Expenses (as defined in the Declaration), which shall include, without limitation, the costs of operating and maintaining the Common Elements (as defined in the Declaration), taxes on Condominium Association property, wages and salaries of Condominium Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Condominium Association and any reserve accounts and/or funds required to be maintained pursuant to Section 718.112(2)(f)(2) of the Condominium Act. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Failure to deliver a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon an additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

7.3. A copy of the proposed annual budget of the Condominium Association shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Condominium Association not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Evidence of compliance with this fourteen-day notice must be made by an affidavit executed by an officer of the Condominium Association or the Manager or other person providing notice of the meeting and filed among the official records of the Condominium Association. Such meeting of the Board shall be open to all Unit Owners. If a budget is adopted by the Board which requires assessment of the Unit Owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application from Owners of not less than ten percent (10%) of the Units, a special meeting of the Unit Owners shall be held upon not less than fourteen (14) days written notice to each Unit Owner, at which special meeting Unit Owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require the affirmative vote of Owners entitled to cast no less than two-thirds (2/3) of the votes in the Condominium Association. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

7.4. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation, reasonable reserves made by the Board in respect of repair and replacement of the Condominium or the Condominium Association property, or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium property; provided,

that, as long as Developer is in control of the Board of Directors, the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of Owners entitled to cast a majority of the votes in the Condominium Association.

7.5. Upon adoption of the budget, the Board shall cause a written copy thereof to be delivered to each Unit Owner. Assessments shall be made against Unit Owners pursuant to procedures established by the Board, and in accordance with the terms of the Declaration and the Articles. Such assessments are to be due and payable on a monthly basis. Provided, however, that the lien or lien rights of the Condominium Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

7.6. All sums collected by the Condominium Association from all assessments against all Units in the Condominium shall be segregated into operating funds and reserve funds. Operating funds may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors. Reserve funds shall be maintained separately from operating funds, unless such funds are combined for investment purposes.

7.7. The depository of the Condominium Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Condominium Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

7.8. Not later than April 1 of each year, the Board shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts and expense classifications, including, if applicable, but not limited to, those set forth in Section 718.111(13), Florida Statutes.

7.9. Fidelity bonds will be required by the Board from all officers, directors, employees and/or agents of the Condominium Association who control or disburse funds of the Condominium Association. The amount of such bonds shall be determined by the Directors, but shall be at least the maximum amount that will be in the custody of the Condominium Association or its management agent at any one time. The premiums on such bonds shall be paid by the Condominium Association. The Condominium Association will require the fidelity bonding of all officers or directors of the Condominium Association who control or disburse funds of the Condominium Association in the principal sum of not less than \$50,000 for each such officer or director. The Condominium Association shall bear the cost of bonding.

7.10. The Condominium Association shall make available for inspection, upon request and during normal business hours, to Unit Owners and to any Institutional First Mortgagee (as defined in the Declaration) holding a mortgage on one or more Units, current copies of the Declaration of Condominium, these Bylaws, all other rules and regulations concerning the Condominium, and all books, records and financial statements maintained by the Condominium Association. In addition, any Institutional First Mortgagee holding a mortgage on one or more

Units shall be entitled, upon written request, to receive from the Condominium Association a copy of its financial statements for the immediately preceding fiscal year.

Section 8. Parliamentary Rules.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these Bylaws or the laws of Florida.

Section 9. Amendments to Bylaws.

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

9.1. Amendments to these Bylaws may be proposed by the Board, acting upon the vote of a majority of the Directors, or by Members entitled to cast a majority of the votes, whether meeting as Members or by instrument in writing agreed to by them.

9.2. Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

9.3. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and Owners of not less than seventy-five percent (75%) of the Units which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present and a copy of such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Condominium Association, and a copy thereof with identification on the first page thereof of the book and page of the public records where the Declaration of the Condominium is recorded, shall be recorded in the Public Records of the County within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

9.4. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy as allowed by applicable law, provided such written vote is delivered to the Secretary at or prior to such meeting.

9.5. Notwithstanding the foregoing provisions of this Section 9, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Condominium Association, as provided in Section 4 hereof, may be adopted or become effective without the prior written consent of Developer.

Section 10. Mandatory Nonbinding Arbitration.

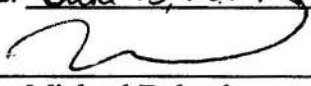
To the extent permissible under the Act, the parties to a dispute arising from the operation of the Condominium shall, prior to the institution of court litigation, petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the division and in accordance with Section 718.1255, Florida Statutes.

Section 11. Miscellaneous Provisions.

11.1 **Written Inquiries.** When a Unit Owner files a written inquiry by certified mail to the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division of Florida Land Sales, Condominiums and Mobile Homes, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. Notwithstanding the foregoing, the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. Any additional written inquiry or inquiries will be responded to in the subsequent 30-day period, or periods, as applicable.

11.2 **Certificates of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

The foregoing were adopted as the Bylaws of TUSCAN VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors as of 13th day of June, 2007.

Dated: June 13, 2007


Name: Michael Debock
Secretary

APPROVED: 
Name: Diana Ibarra
President

EXHIBIT
7

PHASE 2 LEGAL DESCRIPTION
TUSCAN VILLAS, A CONDOMINIUM
BUILDING 1

PHASE 2, BEING A PART OF PARCEL "A" OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF PARCEL "A"; RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL "A" FOR A DISTANCE OF 414.07 FEET TO A POINT; THENCE RUN S00°01'44"W, A DISTANCE OF 533.82 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°52'53"E, A DISTANCE OF 154.67 FEET; THENCE RUN S00°07'07"W, A DISTANCE OF 38.33 FEET; THENCE RUN N89°52'53"W, A DISTANCE OF 154.67 FEET; THENCE RUN N00°07'07"E, A DISTANCE OF 38.33 FEET TO THE POINT OF BEGINNING. CONTAINING 5928.50 SQUARE FEET, MORE OR LESS.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LAANES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2598

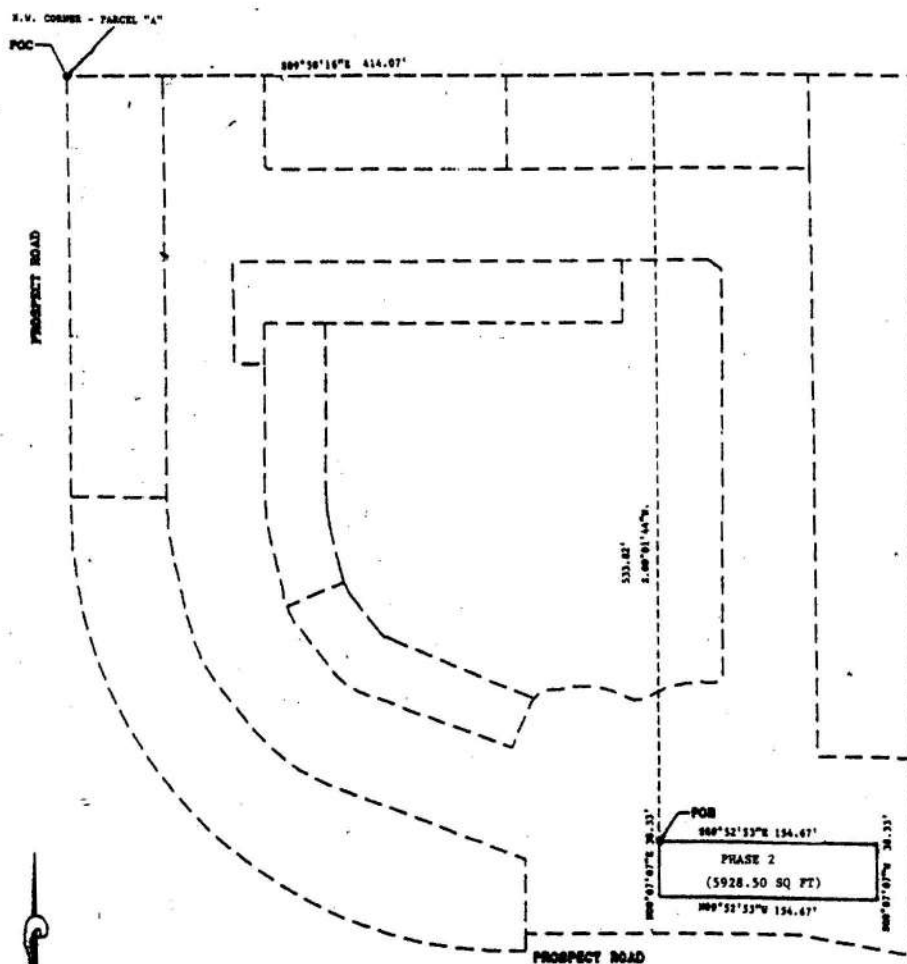
FRANCISCO F. FAJARDO #4767

389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 888-7908 FAX (305) 888-3002

REVISION DATE: June 7, 2007

SCALE: ----	DRAWING NAME: PHASE 2 LEGAL DESCRIPTION	EXHIBIT: 7
DATE: 3/07/05	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	1 of 24 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 140008
DRAWN BY: JLB		

SKETCH OF PHASE 2 DESCRIPTION TUSCAN VILLAS, A CONDOMINIUM BUILDING 1



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.B. 98598
FRANCISCO F. FAJARDO 64767
388 ALCAZAR AVENUE
OSHAL GABLES, FLORIDA 33134
PH (305) 686-7988 FAX (305) 686-3002

REVISION DATE: June 7, 2007

SCALE: 1" = 100'	DRAWING NAME: SKETCH OF PHASE 2 DESCRIPTION	EXHIBIT: 7
DATE: 3/7/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	2 of 24 SHEET
REVISED DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100008
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
 PHASE 3 - LEGAL DESCRIPTION
 BUILDING 11

PHASE 3, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 133.10 FEET TO A POINT, THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 183.75 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°58'16" EAST A DISTANCE OF 54.08 FEET TO A POINT, THENCE RUN SOUTH 04°06'20" EAST A DISTANCE OF 184.80 FEET TO A POINT ON A 30.00 FOOT RADIUS CURVE CONCAVE EASTERLY HAVING A CHORD BEARING SOUTH 17°22'31" EAST, THENCE RUN 13.88 FEET ALONG SAID CURVE TO A POINT, THENCE RUN SOUTH 62°54'54" WEST A DISTANCE OF 53.35 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE CONCAVE EASTERLY HAVING A CHORD BEARING NORTH 25°24'28" WEST, THENCE RUN 21.47 FEET ALONGS SAID CURVE TO A POINT, THENCE RUN NORTH 13°06'31" WEST A DISTANCE OF 44.05 FEET TO A POINT ON A 140.00 FOOT CURVE CONCAVE EASTERLY HAVING A CHORD BEARING NORTH 08°29'42" WEST, THENCE RUN 32.32 FEET ALONG SAID CURVE TO A POINT, THENCE RUN NORTH 00°07'07" EAST A DISTANCE OF 107.62 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 11162 SQUARE FEET MORE OR LESS.

LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.B. 88908

FRANCISCO F. FAJARDO 84767

369 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 586-7500 FAX (305) 586-3002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 3 LEGAL DESCRIPTION	EXHIBIT : 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	3 OF 24 SHEET
REVISED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100008
DRAWN BY: JLB		

SCALE: 1" = 80'	DRAWING NAME: SKETCH OF PHASE 3 -	DESCRIPTION	EXHIBIT : 7
DATE: 3-07-07	PROJECT:	TUSCAN VILLAS, A CONDOMINIUM	4 OF 24 SHEET
REVISED DATE: 5-17-07	PREPARED FOR:	STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB			

TUSCAN VILLAS, A CONDOMINIUM
 PHASE 4 LEGAL DESCRIPTION
 BUILDING 8

PHASE 4, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°58'18" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 98.33 FEET TO A POINT; THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 402.94 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A 110.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING SOUTH 31°48'31" EAST, THENCE RUN 22.78 FEET ALONG SAID CURVE TO A POINT, THENCE RUN SOUTH 37°42'25" EAST A DISTANCE OF 34.23 FEET TO A POINT ON A 134.95 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING SOUTH 48°27'02" EAST, THENCE RUN 41.22 FEET ALONG SAID CURVE TO A POINT, THENCE RUN SOUTH 40°07'47" WEST A DISTANCE OF 78.36 FEET TO A POINT ON A 306.10 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY HAVING A CHORD BEARING NORTH 37°37'58" WEST, THENCE RUN 130.78 FEET ALONG SAID CURVE TO A POINT, THENCE RUN NORTH 64°38'17" EAST A DISTANCE OF 74.25 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 8762 SQUARE FEET MORE OR LESS.

LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.B. #3088

FRANCISCO F. FAJARDO #4767

388 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 588-7988 FAX (305) 588-3002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 4 LEGAL DESCRIPTION	EXHIBIT: 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	5 of 24 SHEET
REvised DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100008
DRAWN BY: JLB		

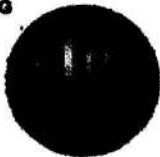
TUSCAN VILLAS, A CONDOMINIUM
PHASE 5 - LEGAL DESCRIPTION
BUILDING 6

PHASE 5, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 73.38 FEET ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL 'A', TO A POINT, THENCE RUN SOUTH 00°07'07" WEST A DISTANCE OF 281.28 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE CONCAVE EASTERLY HAVING A CHORD BEARING SOUTH 00°54'19" EAST, THENCE RUN 7.15 FEET ALONG SAID CURVE TO A POINT, THENCE RUN NORTH 89°53'58" WEST A DISTANCE OF 73.42 FEET TO A POINT, THENCE RUN NORTH 00°08'02" EAST A DISTANCE OF 288.33 TO THE POINT OF COMMENCEMENT, SAID PARCEL HEREIN DESCRIBED, CONTAINING 21834 SQUARE FEET MORE OR LESS.

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 8884

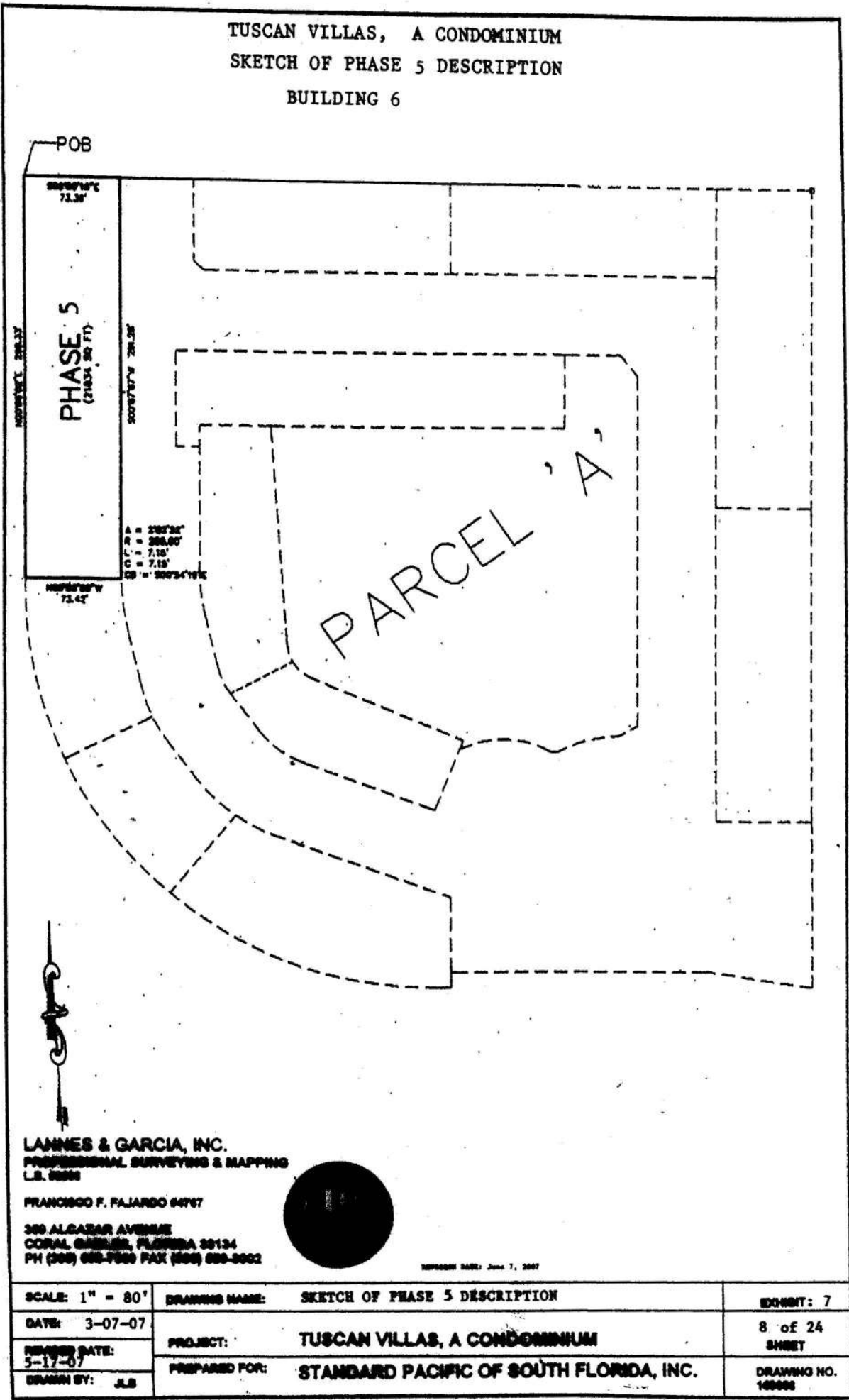
FRANCISCO F. FAJARDO 84767

389 ALOPARK AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 555-7555 FAX (305) 555-3002



REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 5 - LEGAL DESCRIPTION	EXHIBIT: 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	7 of 24 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		



TUSCAN VILLAS, A CONDOMINIUM
 PHASE 6 - LEGAL DESCRIPTION
 BUILDING 5

PHASE 6, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°36'16" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 129.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°36'16" EAST ALONG SAID NORTH LINE A DISTANCE OF 193.33 FEET TO A POINT, THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 68.42 FEET TO A POINT, THENCE RUN NORTH 89°36'16" WEST A DISTANCE OF 185.24 TO A POINT, THENCE RUN NORTH 50°25'23" WEST A DISTANCE OF 10.62 FEET TO A POINT, THENCE RUN NORTH 00°07'07" EAST A DISTANCE OF 61.67 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 13263 SQUARE FEET MORE OR LESS.

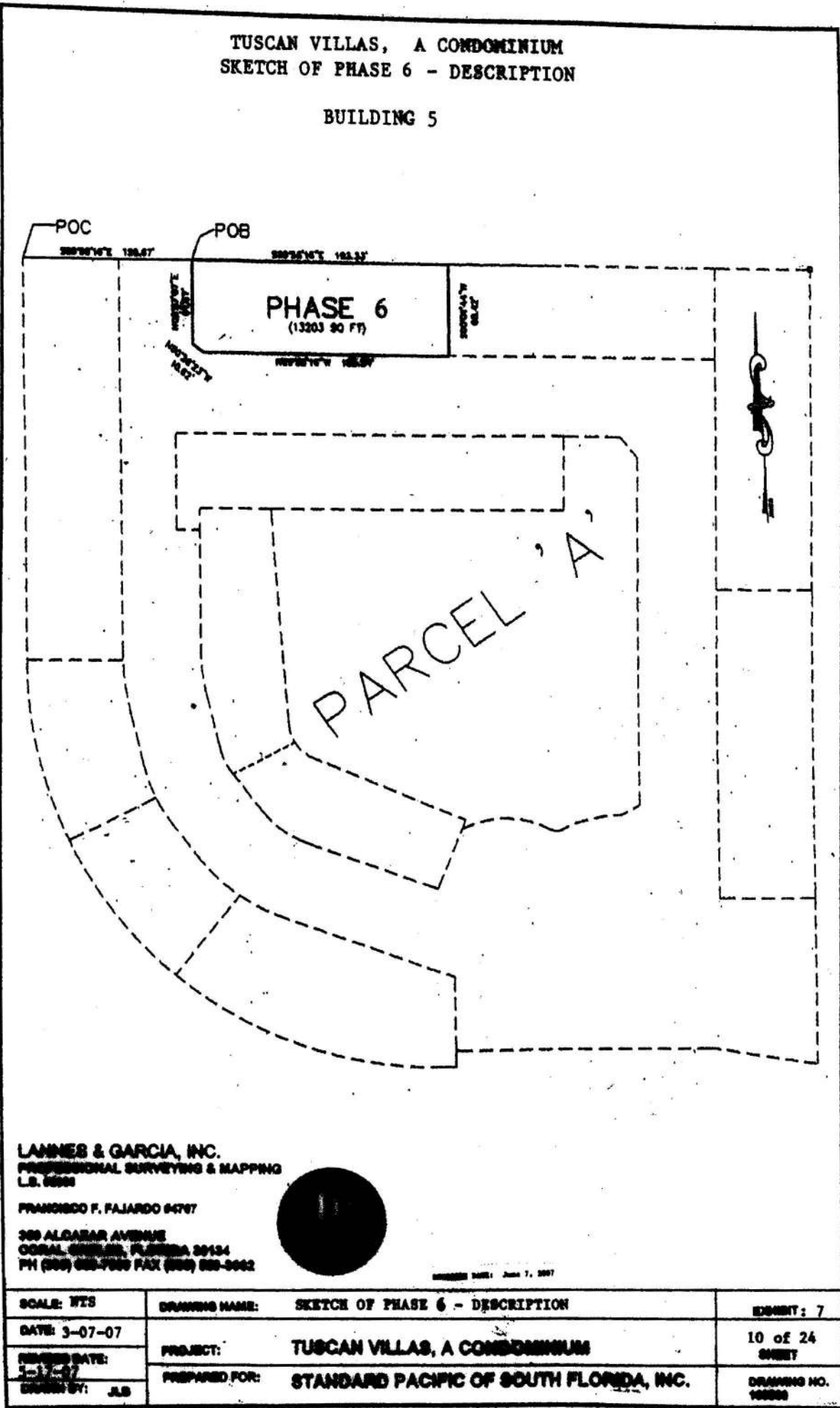
LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.S. 28286

FRANCISCO F. FAJARDO 64767

388 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 686-7589 FAX (305) 686-3002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 6 - LEGAL DESCRIPTION	EXHIBIT: 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	9 of 24 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100006
DRAWN BY: JLS		



**TUSCAN VILLAS, A CONDOMINIUM
PHASE 7 - LEGAL DESCRIPTION
BUILDING 12**

PHASE 7, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF AFORESAID PARCEL 'A' FOR A DISTANCE OF 115.19 FEET TO A POINT, THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 128.42 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°58'16" EAST A DISTANCE OF 293.18 FEET TO A POINT, THENCE RUN SOUTH 00°19'43" WEST A DISTANCE OF 58.33 TO A POINT, THENCE RUN NORTH 89°58'16" WEST A DISTANCE OF 274.96 FEET TO A POINT, THENCE RUN SOUTH 00°07'07" WEST A DISTANCE OF 18.12 FEET TO A POINT, THENCE RUN NORTH 89°58'16" WEST A DISTANCE OF 18.00 FEET TO A POINT, THENCE RUN NORTH 00°07'07" EAST A DISTANCE OF 71.43 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 10807 SQUARE FEET MORE OR LESS.

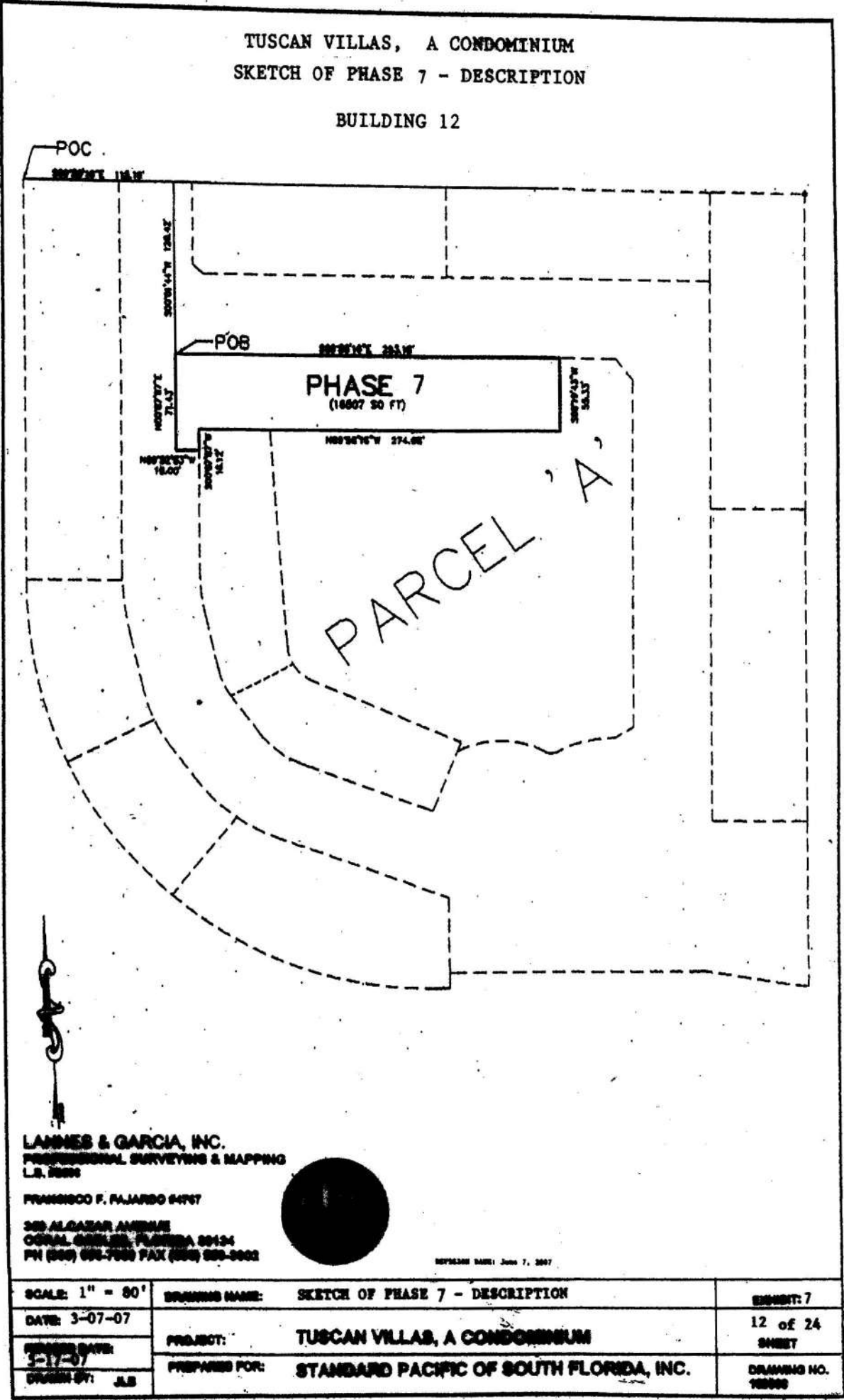
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 0000

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388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 555-7555 FAX (305) 555-0002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 7 - LEGAL DESCRIPTION	SHEET: 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	11 of 24 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 10000
DRAWN BY: JLB		



TUSCAN VILLAS, A CONDOMINIUM
PHASE 8 - LEGAL DESCRIPTION
BUILDING 4

PHASE 8, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°36'16" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 323.01 FEET TO POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°36'16" EAST ALONG SAID NORTH LINE A DISTANCE OF 201.55 FEET TO A POINT, THENCE RUN SOUTH 00°22'52" WEST A DISTANCE OF 68.42 FEET TO A POINT, THENCE RUN NORTH 89°36'16" WEST A DISTANCE OF 201.13 FEET TO A POINT, THENCE RUN NORTH 00°01'44" EAST A DISTANCE OF 68.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 13775 SQUARE FEET MORE OR LESS.

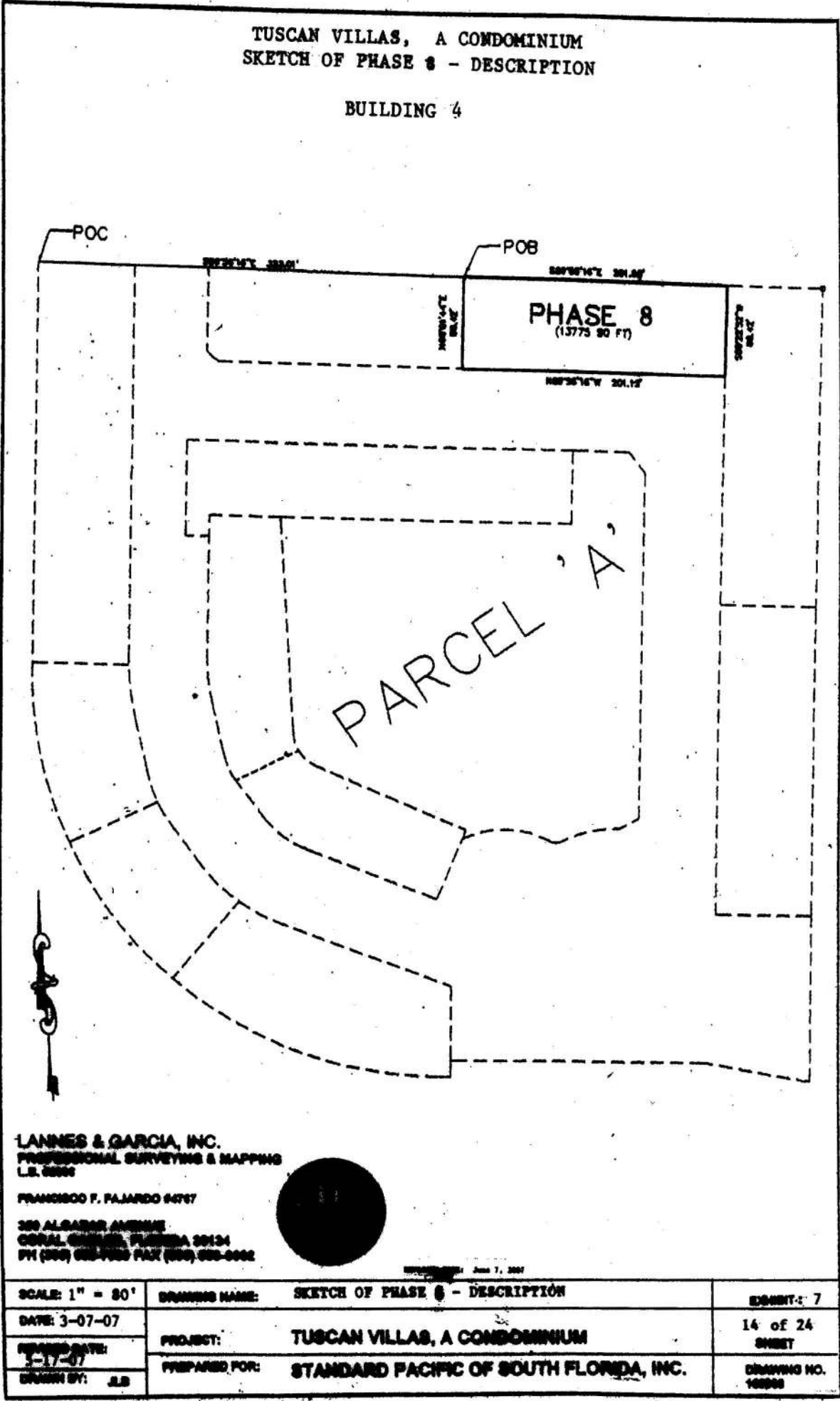
LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.S. 6694

FRANCISCO F. FALABRO 64797

385 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 555-7050 FAX (305) 555-6002

ISSUANCE DATE: June 7, 2007

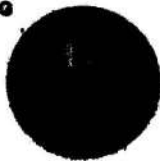
SCALE: NTS	DRAWING NAME: PHASE 8 -- LEGAL DESCRIPTION	REVISION: 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	13 of 24 SHEET
REVISION DATE: 3-11-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		



TUSCAN VILLAS, A CONDOMINIUM
PHASE 9 - LEGAL DESCRIPTION
BUILDING 3

PHASE 9, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 88°58'16" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 524.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°58'16" EAST ALONG SAID NORTH LINE A DISTANCE OF 73.40 FEET TO A POINT, THENCE RUN SOUTH 00°30'06" WEST A DISTANCE OF 242.67 FEET TO A POINT, THENCE RUN NORTH 88°38'55" WEST A DISTANCE OF 73.45 TO A POINT, THENCE RUN NORTH 00°30'52" EAST A DISTANCE OF 242.46 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 17618 SQUARE FEET MORE OR LESS.

LANNES & GARCIA, INC.
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L.S. 8284
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CORAL GABLES, FLORIDA 33134
PH (305) 556-7888 FAX (305) 556-8882



REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 9 LEGAL DESCRIPTION	SHEET : 7
DATE: 3-27-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	15 of 24 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
PHASE 10 - LEGAL DESCRIPTION
BUILDING 13, POOL & CABANA

PHASE 10, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°58'18" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 408.37 FEET TO A POINT, THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 128.42 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°58'18" EAST A DISTANCE OF 42.82 FEET TO A POINT, THENCE RUN SOUTH 59°23'35" EAST A DISTANCE OF 20.26 FEET TO A POINT, THENCE RUN SOUTH 00°20'26" WEST A DISTANCE OF 284.83 FEET TO A POINT, THENCE RUN SOUTH 80°47'35" WEST A DISTANCE OF 18.82 FEET TO A POINT ON A 98.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING SOUTH 75°59'11" WEST, THENCE RUN 48.42 FEET ALONG SAID CURVE TO A POINT ON A 9.00 FOOT RADIUS CURVE CONCAVE NORTHERLY HAVING A CHORD BEARING NORTH 89°17'50" WEST, THENCE RUN 8.64 FEET ALONG SAID CURVE TO A POINT ON A 73.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY HAVING A CHORD BEARING NORTH 88°05'54" WEST, THENCE RUN 69.55 FEET ALONG SAID CURVE TO A POINT, THENCE RUN NORTH 22°27'39" EAST A DISTANCE OF 7.33 FEET TO A POINT, THENCE RUN NORTH 67°32'21" WEST A DISTANCE OF 122.29 FEET TO A POINT ON A 30.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING NORTH 35°30'20" WEST, THENCE RUN 33.20 FEET ALONG SAID CURVE TO A POINT, THENCE RUN NORTH 04°06'20" WEST A DISTANCE OF 184.80 FEET TO A POINT, THENCE RUN SOUTH 89°58'18" EAST A DISTANCE OF 220.92 FEET TO A POINT, THENCE RUN NORTH 00°19'43" EAST A DISTANCE OF 85.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 99873 SQUARE FEET MORE OR LESS.

LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.S. 00000

FRANCISCO F. FAJARDO 04767

380 ALCAZAR AVENUE
 ORLANDO, FLORIDA 32814
 PH (407) 552-7500 FAX (407) 552-2822

ISSUED DATE: June 7, 2007

SCALE: FTS	DRAWING NAME: PHASE 10 LEGAL DESCRIPTION	SHEET: 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	17 of 24 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

**TUSCAN VILLAS, A CONDOMINIUM
PHASE 11 - LEGAL DESCRIPTION
BUILDING 2**

PHASE 11, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°56'16" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 523.20 FEET TO A POINT, THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 242.47 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°38'55" EAST A DISTANCE OF 73.48 FEET TO A POINT, THENCE RUN SOUTH 00°20'05" WEST A DISTANCE OF 238.74 FEET TO A POINT, THENCE RUN NORTH 89°52'53" WEST A DISTANCE OF 73.45 TO A POINT, THENCE RUN NORTH 00°28'05" EAST A DISTANCE OF 239.02 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 17565 SQUARE FEET MORE OR LESS.

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 8666

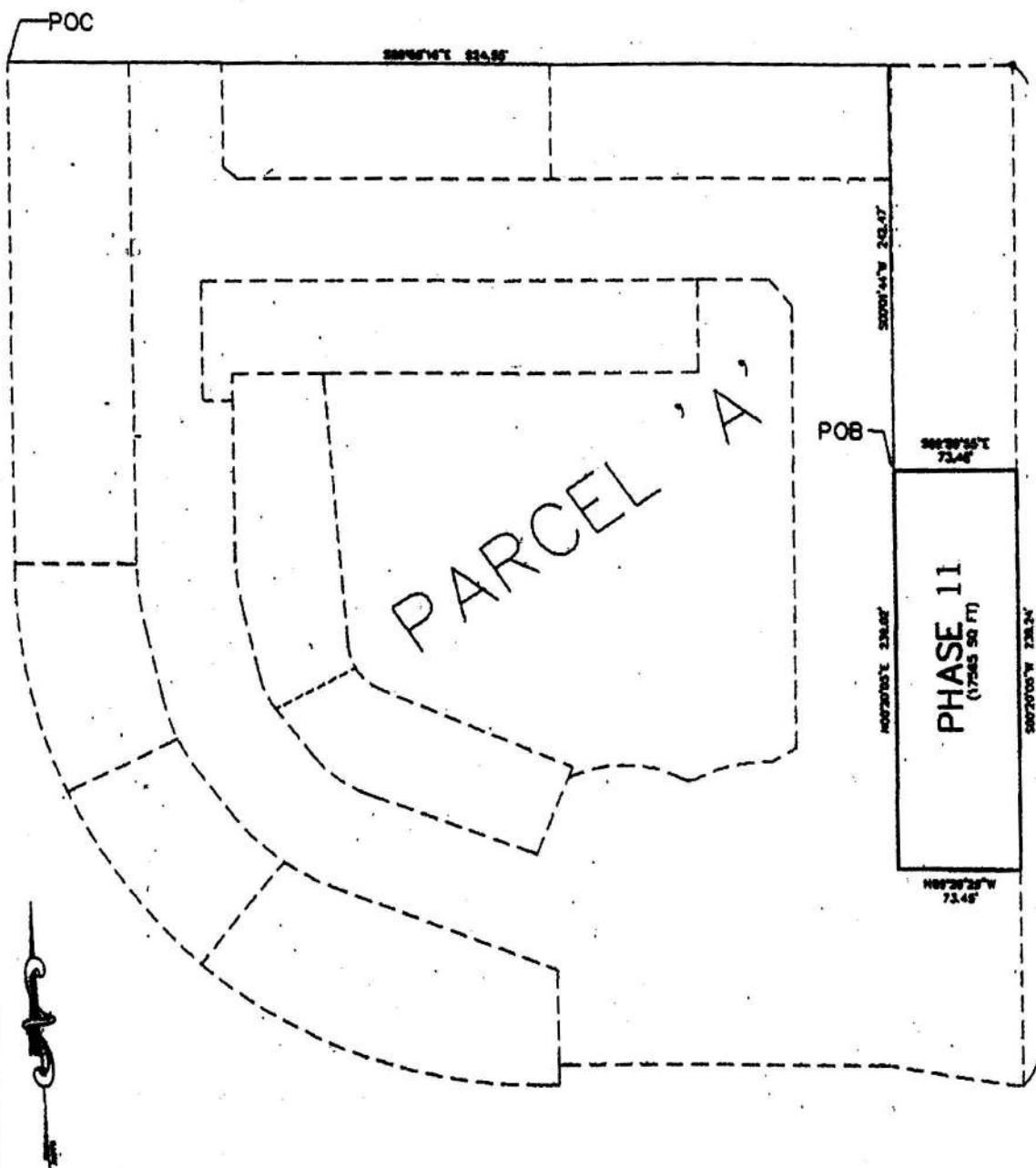
FRANCISCO F. FAJARDO 84767

389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 688-7889 FAX (305) 688-3082

NOTED DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 11 - LEGAL DESCRIPTION	EGGENT : 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	19 of 24 SHEET
ISSUED DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 148808
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
 SKETCH OF PHASE 11 - DESCRIPTION
 BUILDING 2



LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.S. #2004

FRANCISCO F. FAJARDO #4767

388 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 886-7888 FAX (305) 886-3002

REVISION DATE: June 7, 2007

SCALE: 1" = 80'	DRAWING NAME: SKETCH OF PHASE 11 - DESCRIPTION	SHEET: 7
DATE: 03-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	20. OF 24 SHEET
DESIGNED DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 140000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
 PHASE 12 - LEGAL DESCRIPTION
 BUILDING 9

PHASE 12, BEING A PART OF PARCEL 'A' OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER PARCEL 'A', RUN SOUTH 89°58'18" EAST ALONG THE NORTH LINE OF AFOREMENTIONED PARCEL 'A' FOR A DISTANCE OF 159.03 FEET TO A POINT, THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 477.61 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A 134.95 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING SOUTH 62°34'53" EAST, THENCE RUN 34.77 FEET ALONG SAID CURVE TO A POINT, THENCE RUN SOUTH 89°57'28" EAST A DISTANCE OF 138.54 FEET TO A POINT, THENCE RUN SOUTH 00°18'35" WEST A DISTANCE OF 68.53 FEET TO A POINT, THENCE RUN NORTH 89°59'50" WEST A DISTANCE OF 13.82 FEET TO A POINT ON A 306.10 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING NORTH 69°36'06" WEST, THENCE RUN 214.39 FEET ALONG SAID CURVE TO A POINT, THENCE RUN NORTH 40°07'47" EAST A DISTANCE OF 78.36 FEET TO THE POINT OF BEGINNING, SAID PARCEL HEREIN DESCRIBED, CONTAINING 16447 SQUARE FEET MORE OR LESS.

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 L.S. 9669

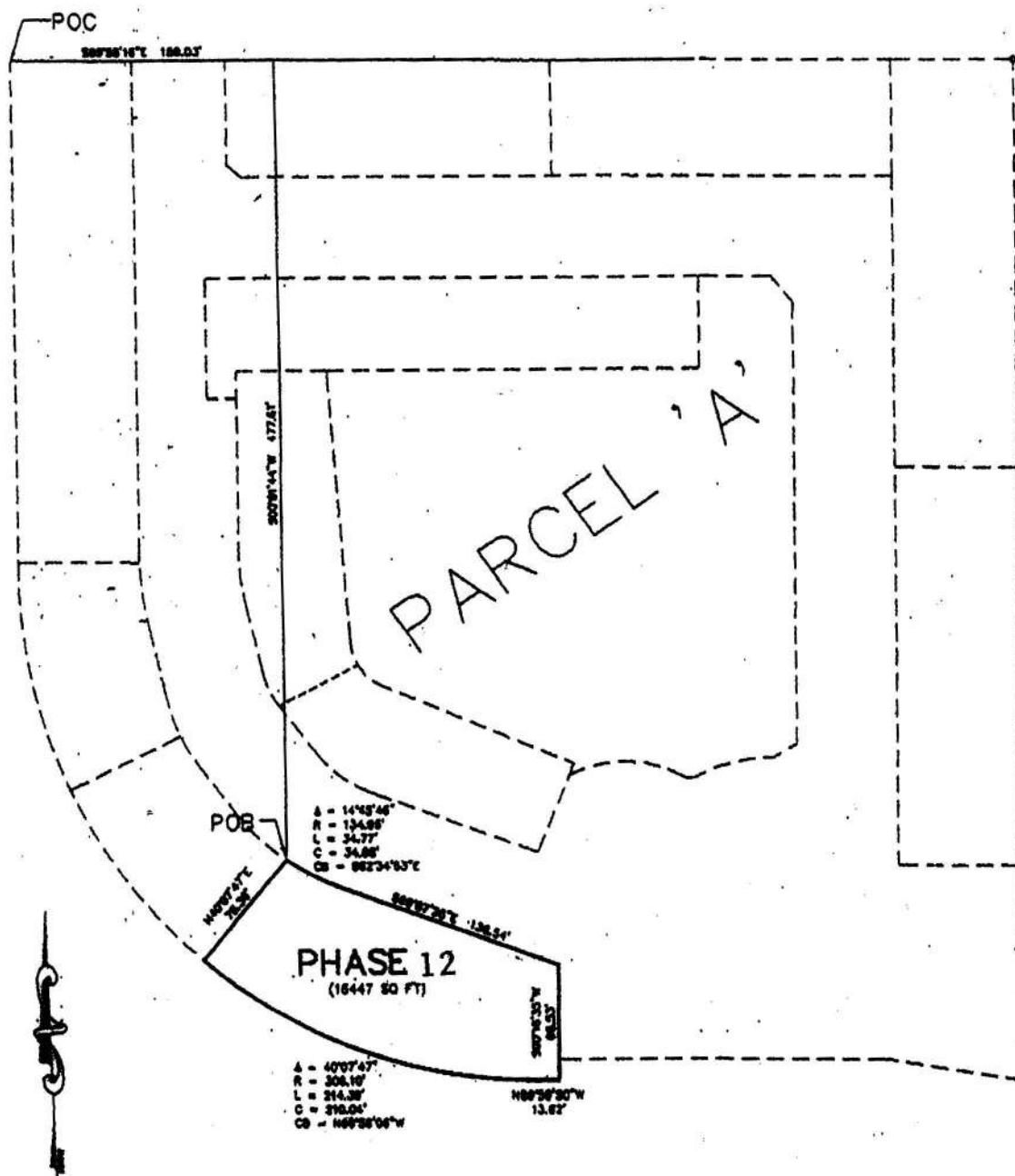
FRANCISCO F. FAJARDO 64767

388 ALCÁZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 686-7888 FAX (305) 686-3002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 12 - LEGAL DESCRIPTION	EDDMENT : 7
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	21 of 24 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
SKETCH OF PHASE 12 - DESCRIPTION
BUILDING 9



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 82000

FRANCISCO F. FAJARDO 64767

380 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 886-7888 FAX (305) 888-3002

REVISION DATE: June 7, 2007

SCALE: 1" = 80'	DRAWING NAME: SKETCH OF PHASE 12 - DESCRIPTION	SHEET: 7
DATE: 3-7-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	22 of 24 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 10000
DRAWN BY: JLS		

**PHASE 13 LEGAL DESCRIPTION
TUSCAN VILLAS, A CONDOMINIUM
BUILDING 10,**

PHASE 13 BEING A PART OF PARCEL "A" OF PROSPECT VILLAS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF PARCEL "A", RUN SOUTH 89°58'16" EAST ALONG THE NORTH LINE OF AFORESAID PARCEL "A", FOR A DISTANCE OF 203.25 FEET TO A POINT; THENCE RUN SOUTH 00°01'44" WEST A DISTANCE OF 361.23 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A 30.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 36°55'38", A CHORD BEARING SOUTH 49°04'32" EAST; THENCE RUN 19.34 FEET ALONG SAID CURVE TO A POINT; THENCE RUN SOUTH 67°32'21" EAST, A DISTANCE OF 122.28 FEET TO A POINT; THENCE RUN SOUTH 22°27'39" WEST, A DISTANCE OF 57.03 FEET TO A POINT; THENCE RUN NORTH 69°57'25" WEST, A DISTANCE OF 104.84 FEET TO A POINT ON A 75.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 32°15'00", A CHORD BEARING NORTH 53°49'55" WEST; THENCE RUN 42.22 FEET ALONG SAID CURVE TO A POINT; THENCE RUN NORTH 37°42'25" WEST, A DISTANCE OF 34.23 FEET TO A POINT; THENCE RUN NORTH 62°54'54" EAST, A DISTANCE OF 53.35 FEET TO THE POINT OF BEGINNING; SAID PARCEL HEREIN DESCRIBED, CONTAINING 9398 SQUARE FEET, MORE OR LESS.

LANNES & GARCIA, INC.
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L.S. 23000

FRANCISCO F. FAJARDO 64767

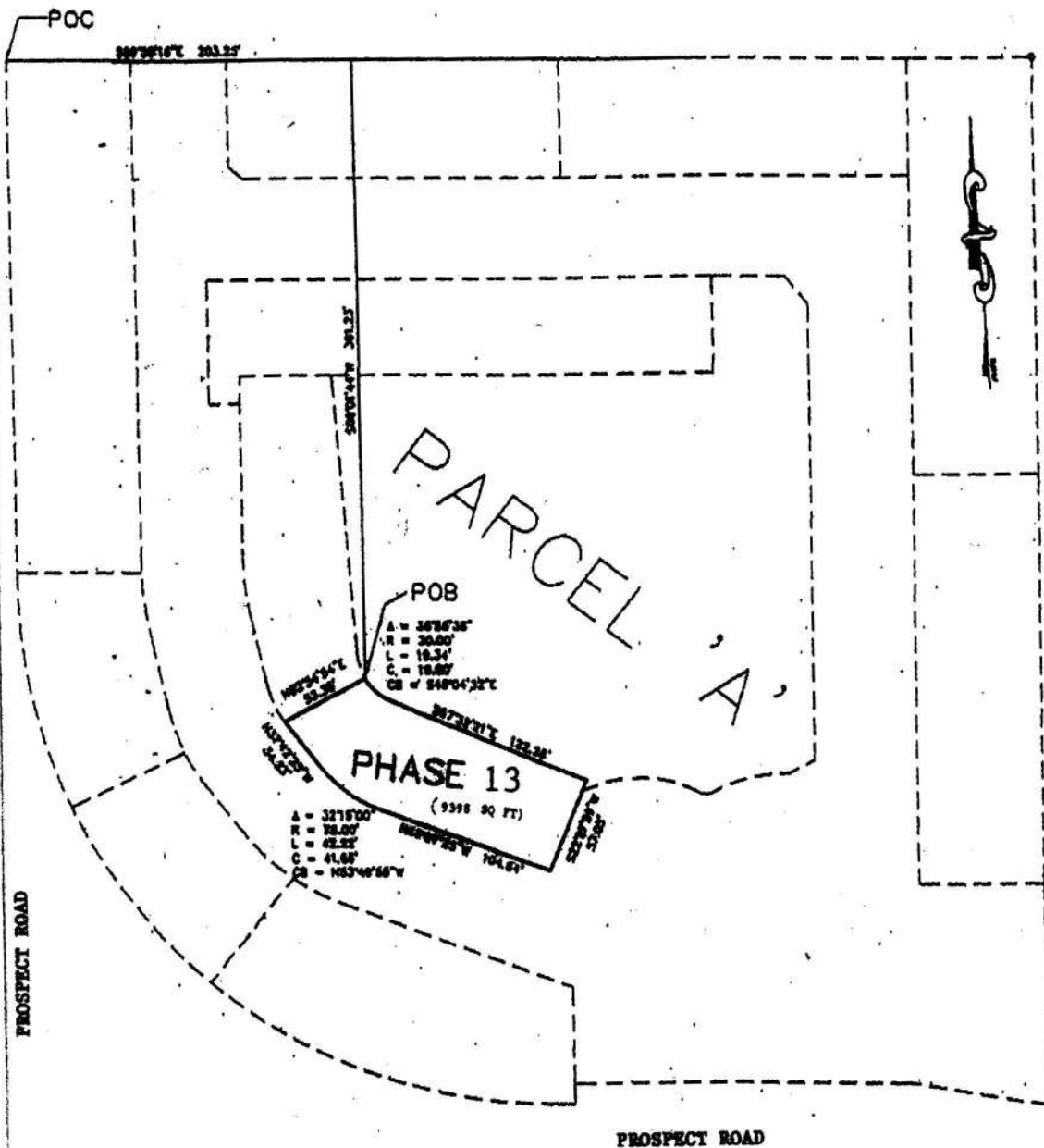
389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 556-7888 FAX (305) 556-3002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: PHASE 13 LEGAL DESCRIPTION	SHEET: 7
DATE: 3/7/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	23 of 24
ISSUED DATE: 3/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	SHEET
DRAWN BY: JLB		DRAWING NO. 100000

SKETCH OF PHASE 13 DESCRIPTION
TUSCAN VILLAS, A CONDOMINIUM
BUILDING 10

N.W. CORNER - PARCEL "A"



LANNES & GARCIA, INC.
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L.S. 03004

FRANCISCO F. FAJARDO 64767

989 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 588-7999 FAX (305) 588-3002

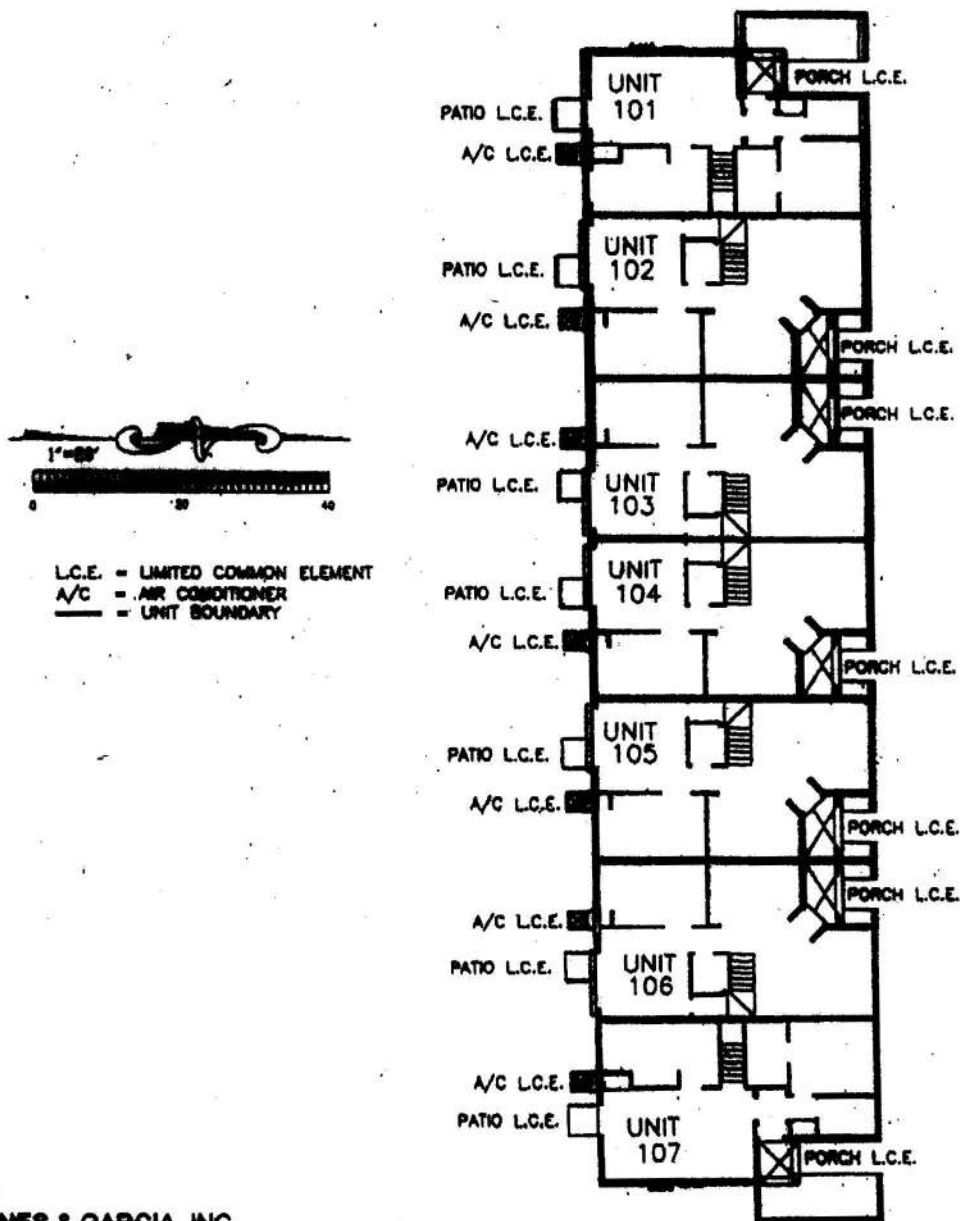
REVISION DATE: June 7, 2007

SCALE: 1" = 80'	DRAWING NAME: SKETCH OF PHASE 13 DESCRIPTION	EXHIBIT: 7
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	24 of 24 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

EXHIBIT

8

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 1 - PHASE 2



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 16008

FRANCISCO F. FAJARDO #4767

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 666-7900 FAX (305) 666-3002

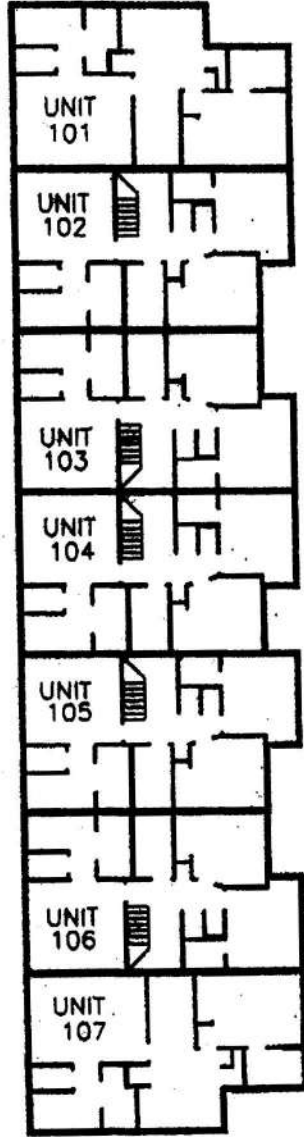
REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 1	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	1 of 25 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 160006
DRAWN BY: J.S.		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 1 - PHASE 2



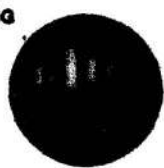
L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
— = UNIT BOUNDARY



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PROFESSIONAL SURVEYING & MAPPING
L.S. #2898

FRANCISCO F. FAJARDO #4767

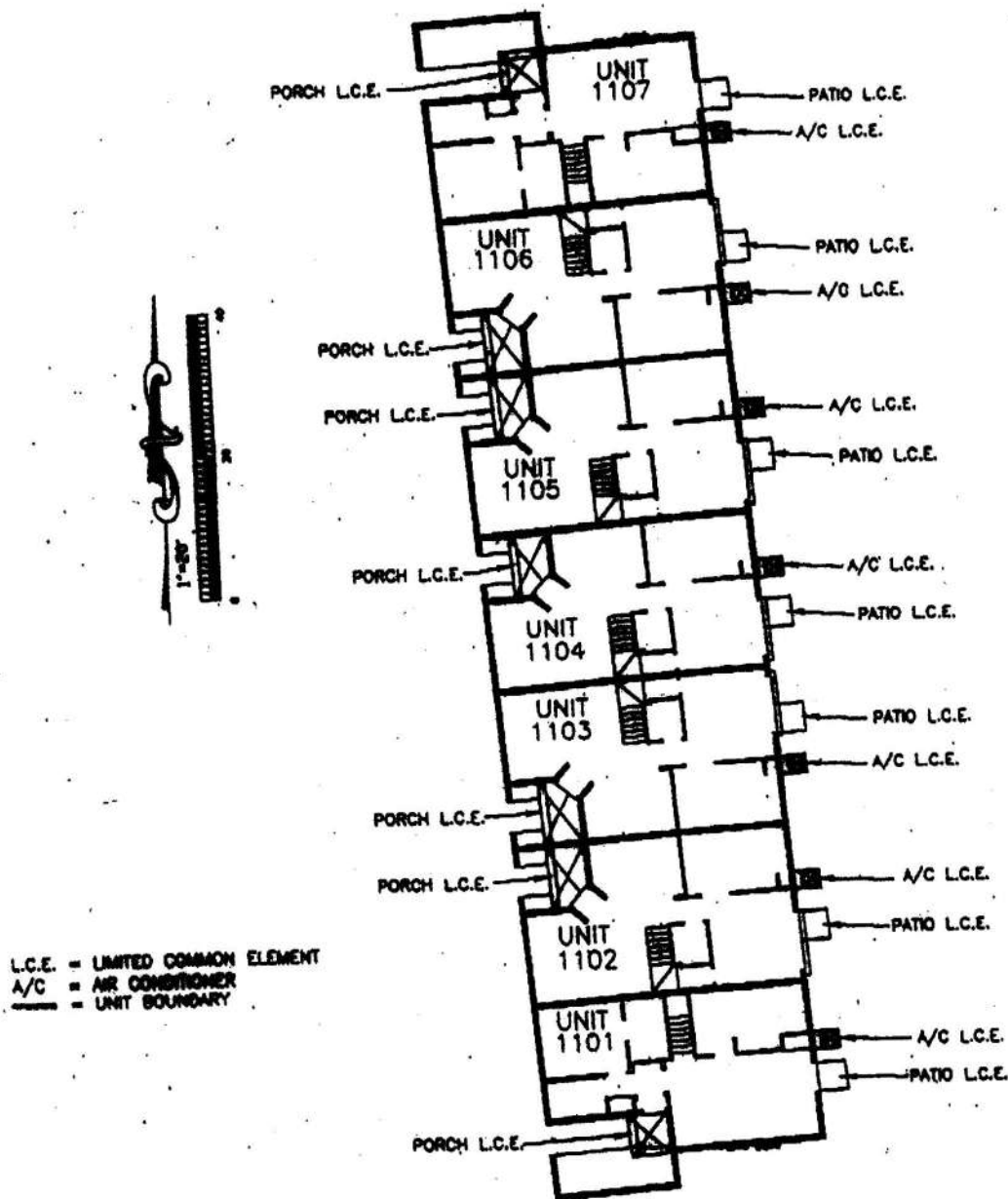
399 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 598-7999 FAX (305) 598-3002



REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 1	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	2 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 108000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 11 - PHASE 3

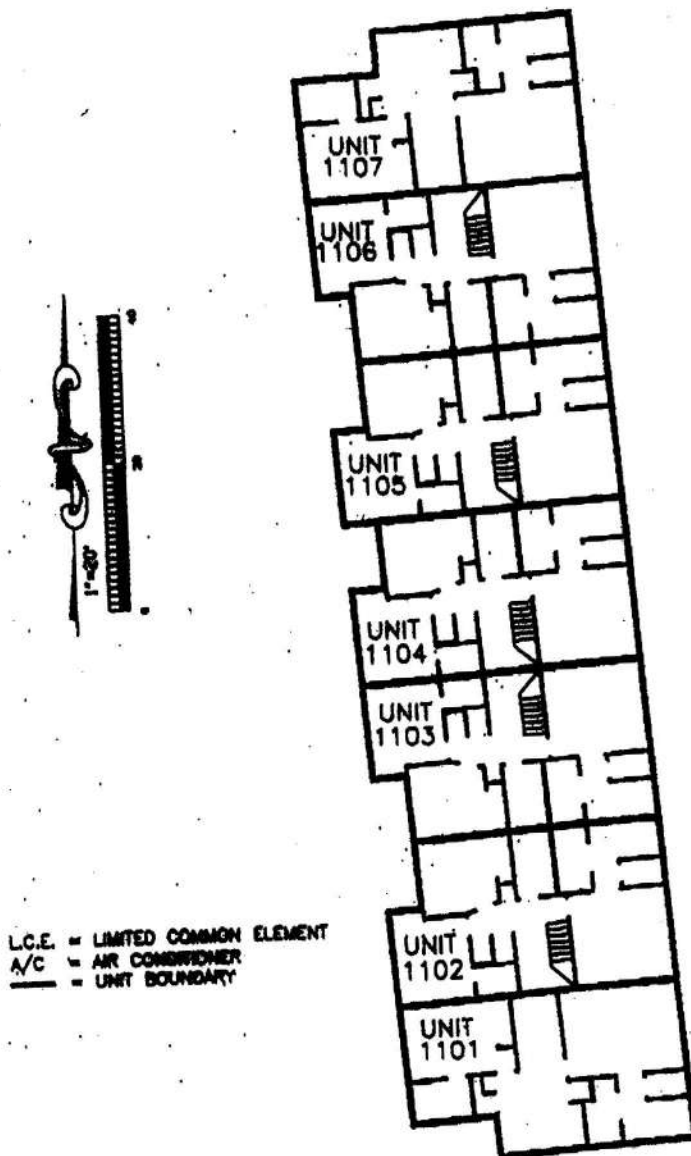


LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 82806
FRANCISCO F. FAJARDO 84767
388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 558-7500 FAX (305) 558-3002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 11	REVISION: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	3 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 11 - PHASE 3



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— = UNIT BOUNDARY

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2898

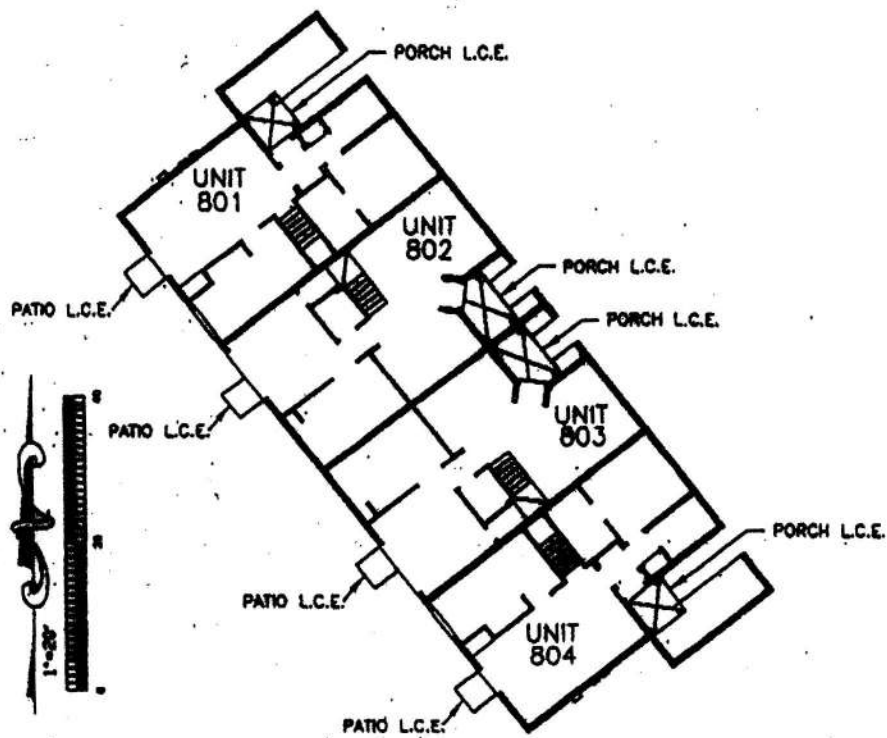
FRANCISCO F. FAJARDO #4767

366 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 666-7800 FAX (305) 666-3092

NOTES: DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 11	EXHIBIT : 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	4 of 25 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLS		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 8 - PHASE 4



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LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 98884

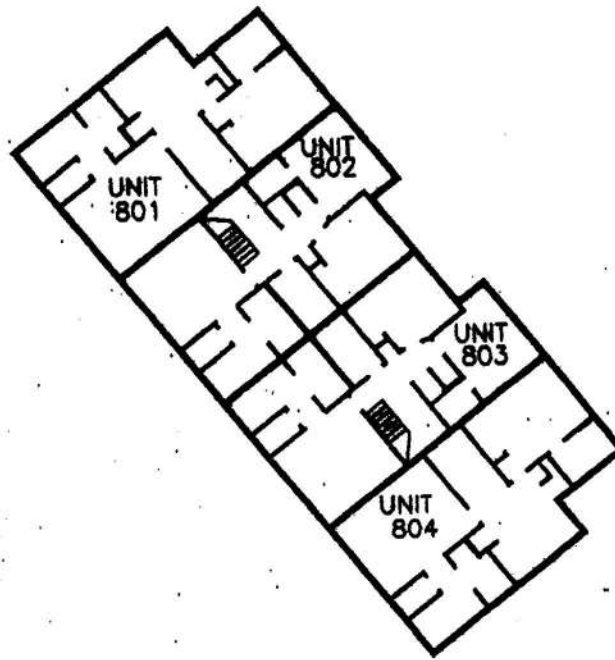
FRANCISCO F. FAJARDO #4767

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 885-7888 FAX (305) 885-3002

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 8	EDDUNIT: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	5 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 8 - PHASE 4



L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
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LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 6694

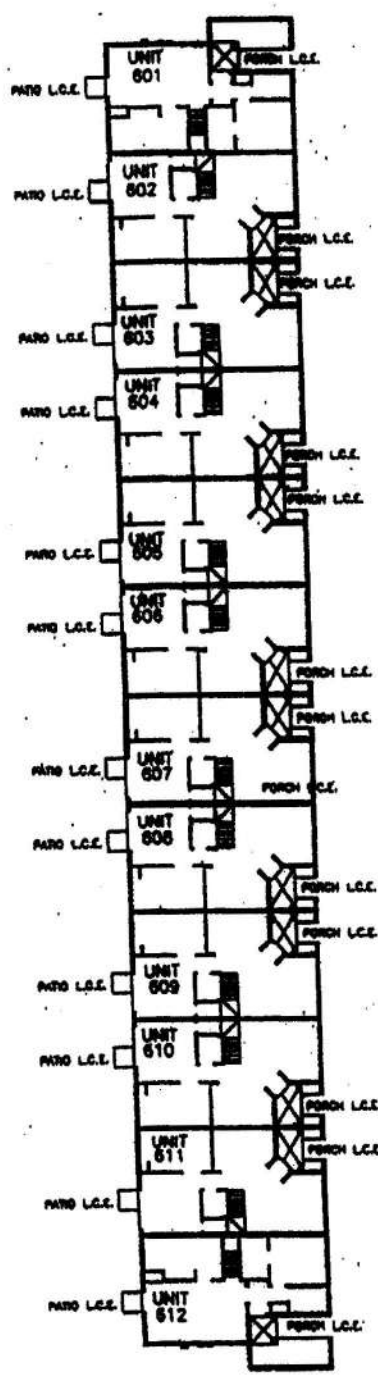
FRANCISCO F. FAJARDO #4767

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 556-7999 FAX (305) 556-3002

ADDITIONAL DATA: June 7, 2007

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 8	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	6 of 25
REVISION DATE: 3-11-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	SHEET
DRAWN BY: JLS		DRAWING NO. 100000

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 6 - PHASE 5



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LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2664
FRANCISCO F. FAJARDO #4787
388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 886-7888 FAX (305) 886-3002

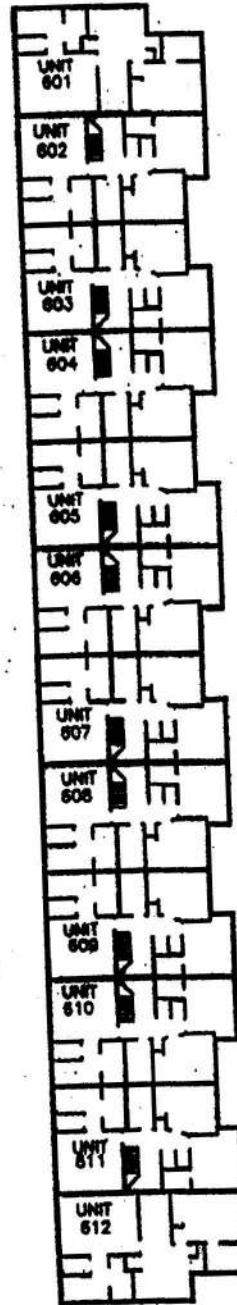
REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 6	EXHIBIT : 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	7 of 25 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100006
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
 (Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 6 - PHASE 5



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LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.S. 82694

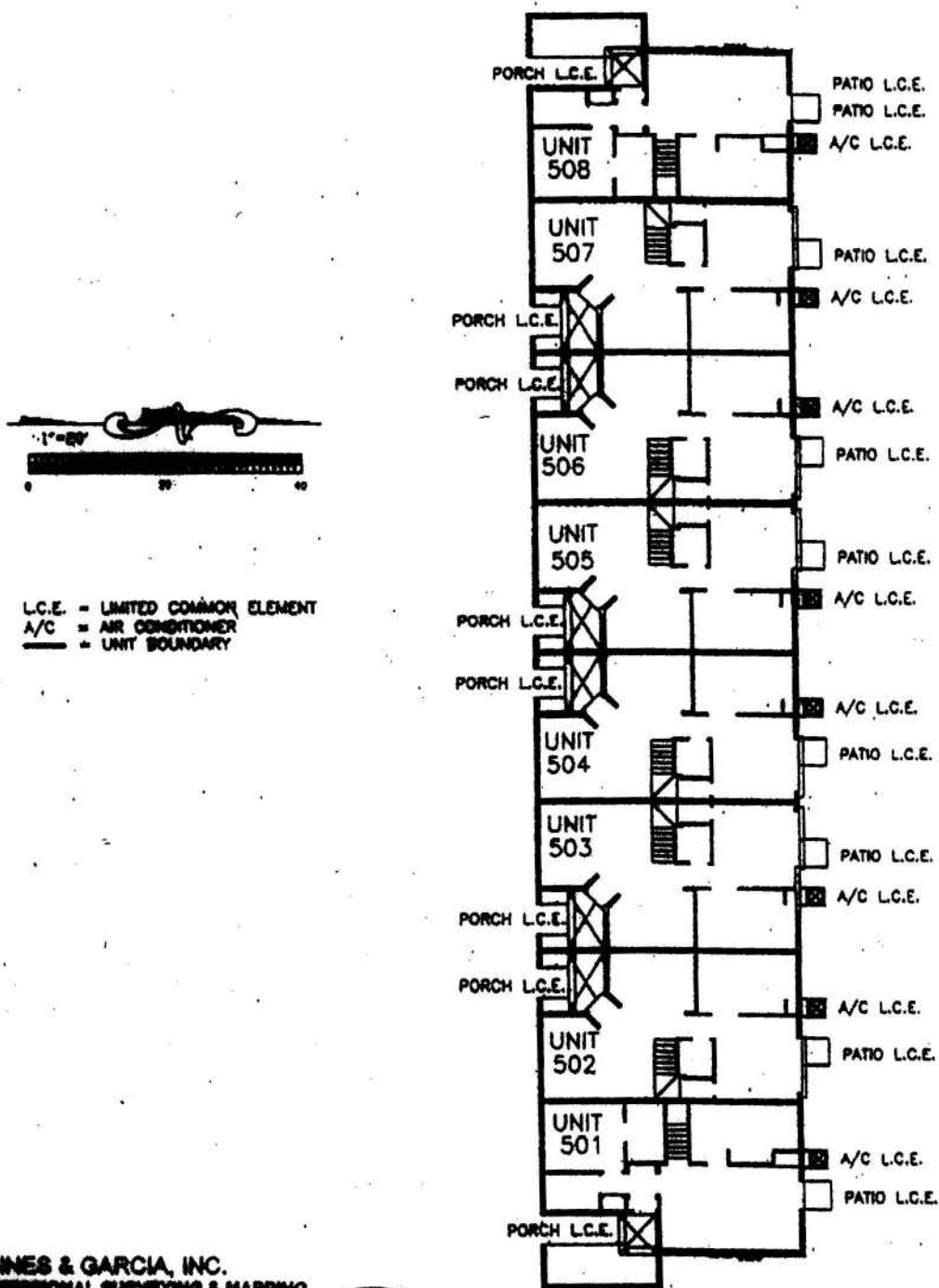
FRANCISCO F. FAJARDO 64767

389 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 598-7888 FAX (305) 598-3802

REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 6	EXHIBIT : 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	8 of 25 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 140000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 5 - PHASE 6



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #5994

FRANCISCO F. FAJARDO #4767

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 886-7888 FAX (305) 886-3002

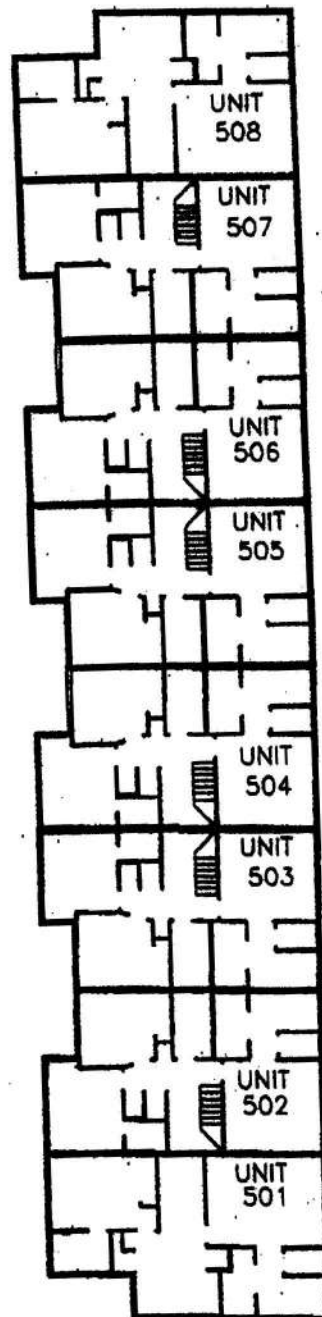
REVISION DATE: June 7, 2007

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 5	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	9 OF 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100006
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 5 - PHASE 6



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L.S. 9894

FRANCISCO F. FAJARDO 64767

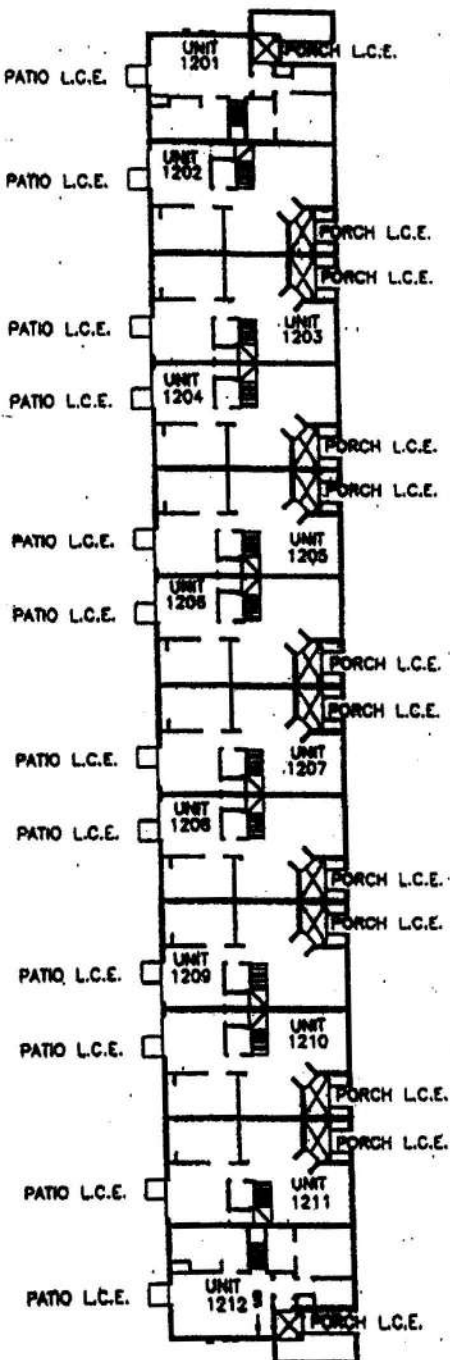
369 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 555-7000 FAX (305) 555-3002

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 5	EDITION: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	10 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 12 - PHASE 7



L.C.E. = LIMITED COMMON ELEMENT
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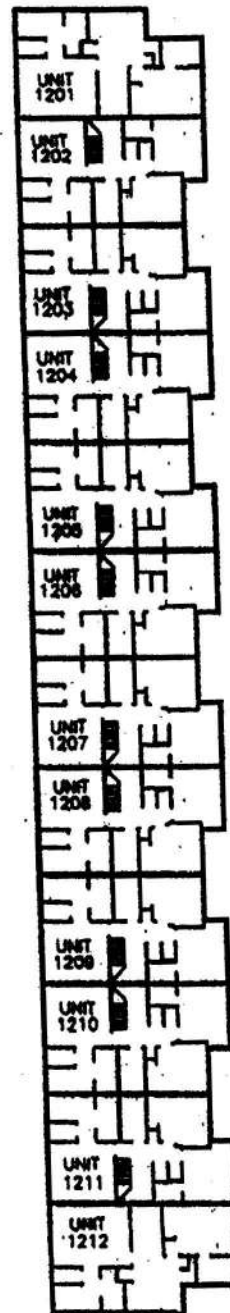
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 80804
FRANCISCO F. FAJARDO 84767
388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 556-7999 FAX (305) 556-3002

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 12	EDGENT : 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	11 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 12 - PHASE 7



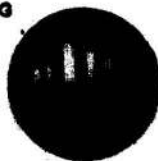
L.C.E. = LIMITED COMMON ELEMENT
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— = UNIT BOUNDARY



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 8888

FRANCISCO F. FAJARDO 94767

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 688-7888 FAX (305) 688-3002

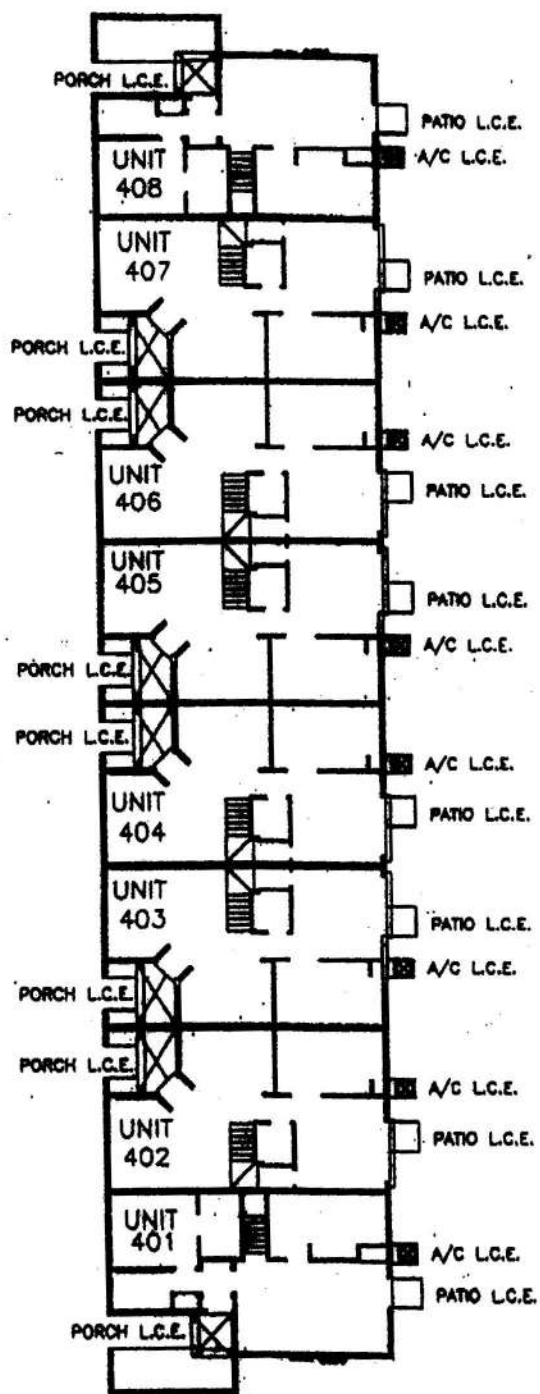


SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 12	EXHIBIT : 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	12 of 25 SHEET
REVIEW DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100006
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 4 - PHASE 8



L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
— = UNIT BOUNDARY



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 03000

FRANCISCO F. FAJARDO #4767

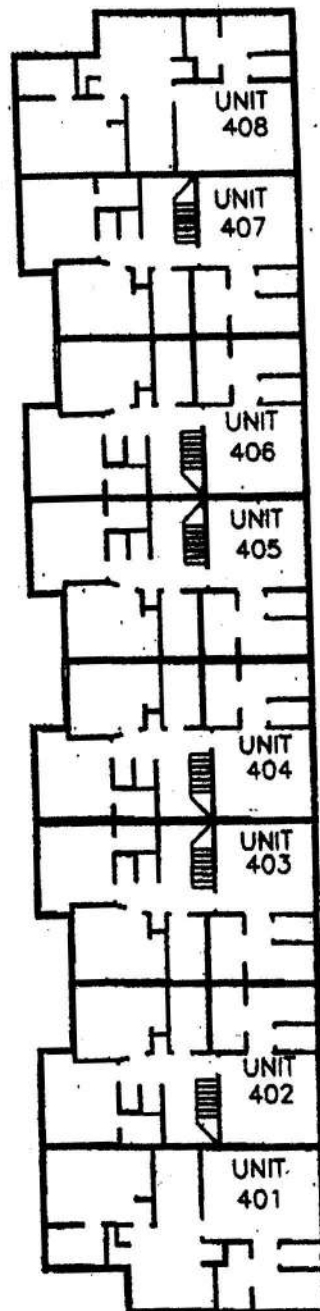
388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 588-7500 FAX (305) 588-3902

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 4	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	13 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 4 - PHASE 8



L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
— = UNIT BOUNDARY



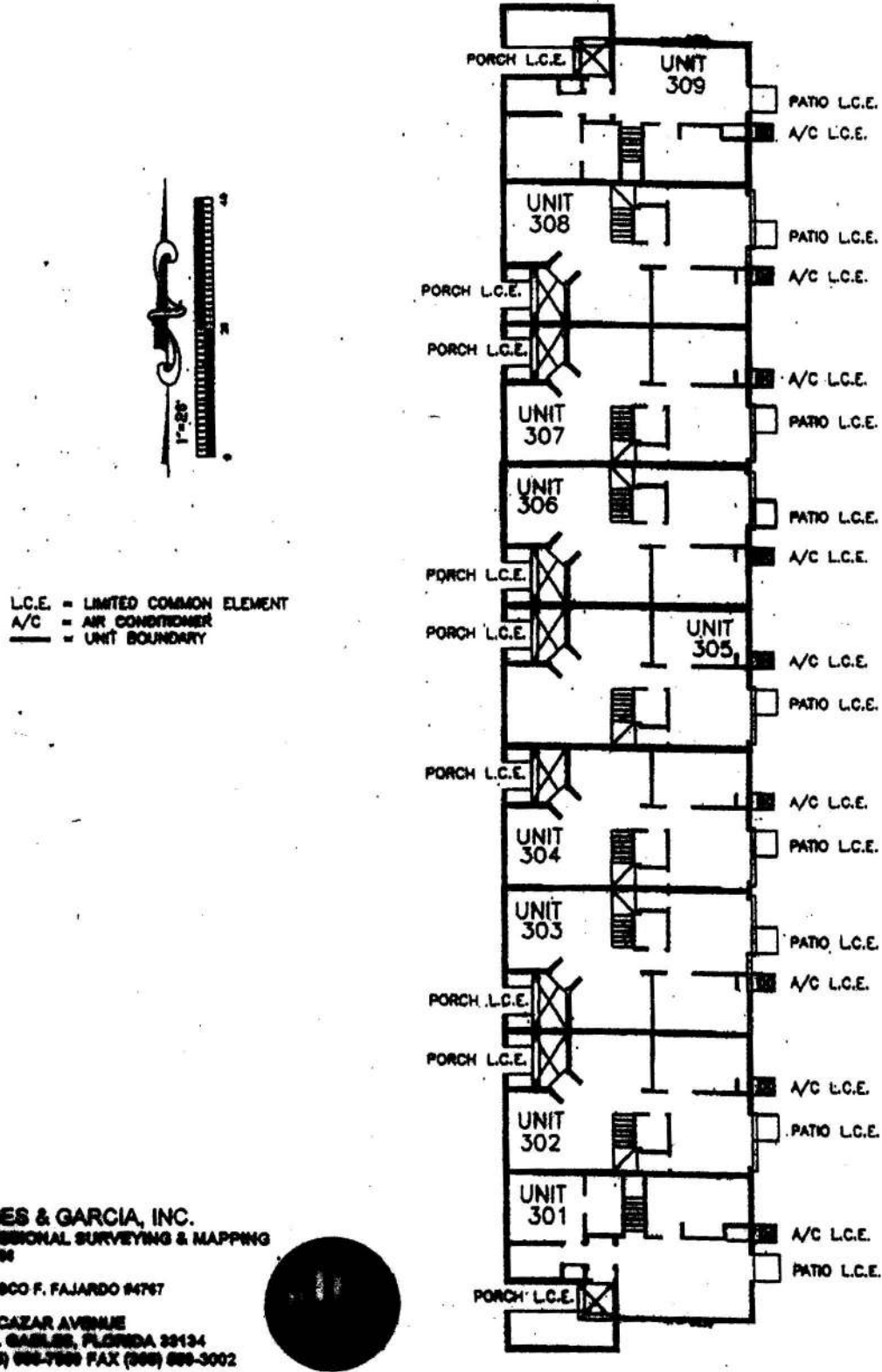
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 58998

FRANCISCO F. FAJARDO #4767

389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 866-7500 FAX (305) 866-3002

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 4	EXHIBIT : 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	14 of 25 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100006
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 3 - PHASE 9



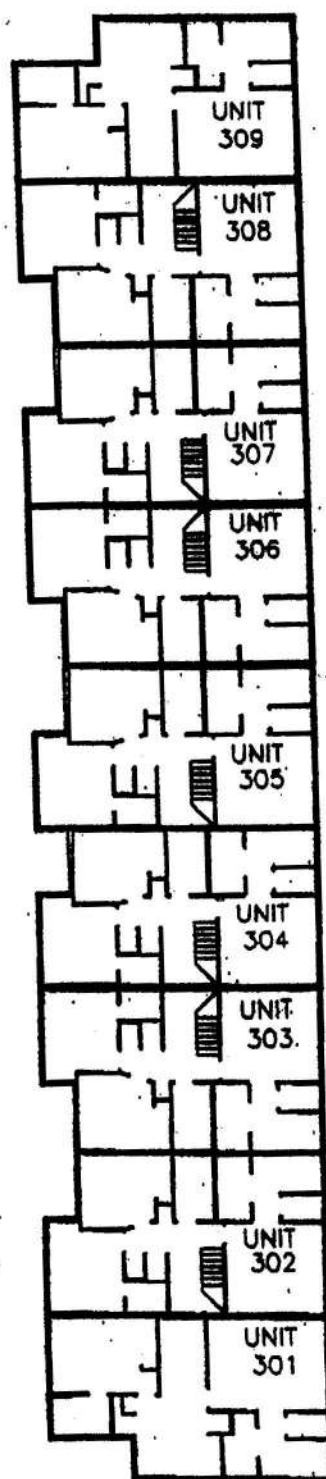
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 80994
FRANCISCO F. FAJARDO 84767
388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 888-7888 FAX (305) 888-3002

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 3	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	15 of 25
REVISION DATE: 3-12-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	SHEET
DRAWN BY: JLB		DRAWING NO. 100000

TUSCAN VILLAS, A CONDOMINIUM
 (Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 3 - PHASE 9



L.C.E. = LIMITED COMMON ELEMENT
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LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.S. 10000

FRANCISCO F. FAJARDO 64767

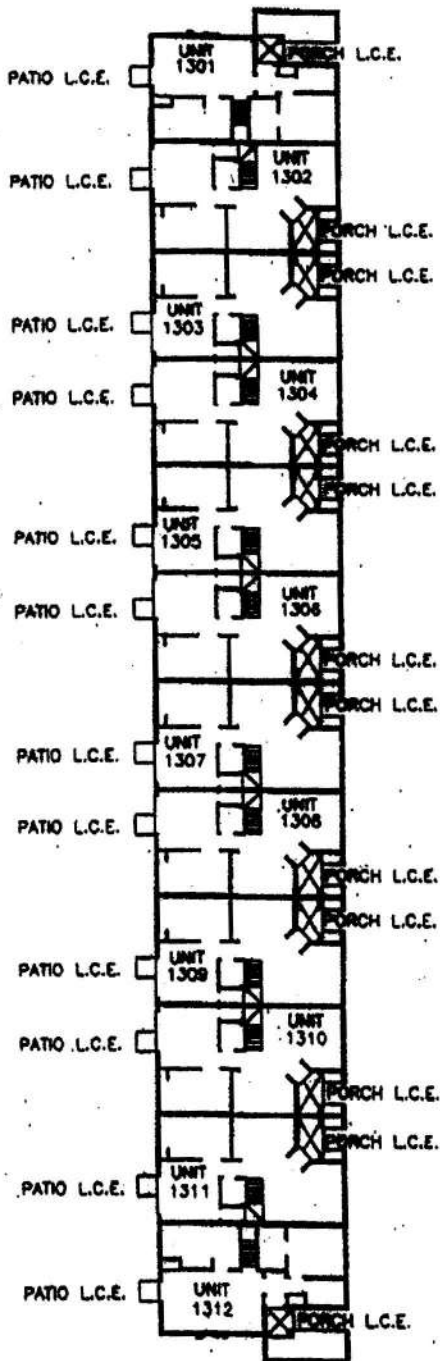
389 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 855-7888 FAX (305) 855-9002

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 3	EXHIBIT: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	16 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100006
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 13 - PHASE 10



L.C.E. = UNITED COMMON ELEMENT
A/C = AIR CONDITIONER
— = UNIT BOUNDARY



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 53995
FRANCISCO F. PALARDO 44767
360 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 598-7500 FAX (305) 598-3002

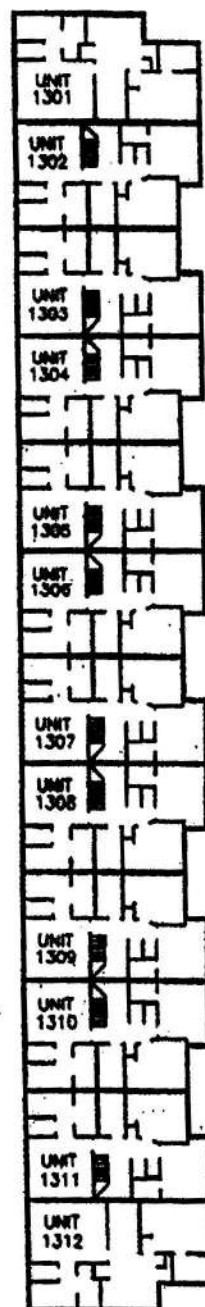
SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 13	EXHIBIT: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	17 of 25
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	SHEET
DRAWN BY: JLB		DRAWING NO. 100000

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 13 - PHASE 10

TUSCAN VILLAS, A CONDOMINIUM
(UNINCORPORATED) FT. LAUDERDALE, FLORIDA
SECOND FLOOR PLAN BUILDING 13 - PHASE 11



L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
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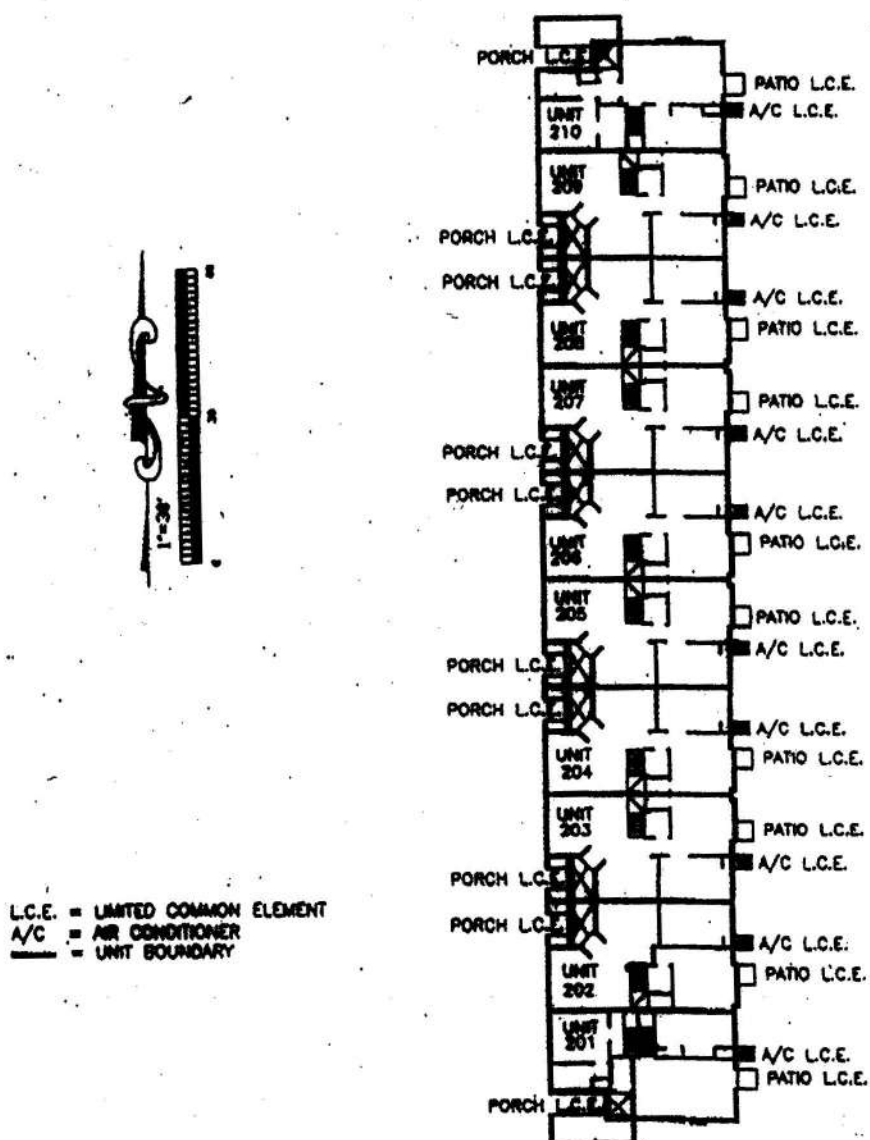
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.B. 6666

FRANCISCO F. FAJARDO 64767

380 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 888-7888 FAX (305) 888-3082

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 13	EXHIBIT : 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	18 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 2 - PHASE 11



LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 8288

FRANCISCO F. FAJARDO 64767

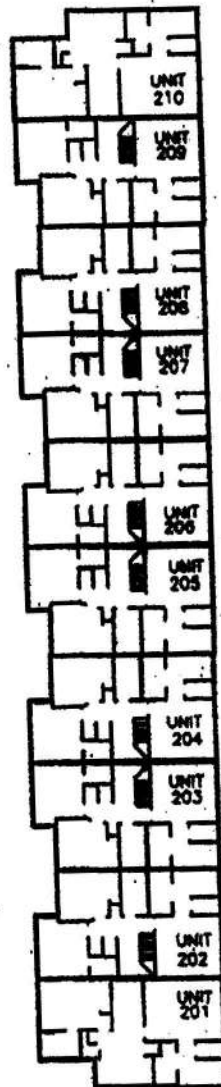
389 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 866-7888 FAX (305) 866-3002

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 2	EXHIBIT: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	19 of 25 SHEET
REVISION DATE: 5-11-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
 (Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 2 - PHASE 11



L.C.E. = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 ——— = UNIT BOUNDARY



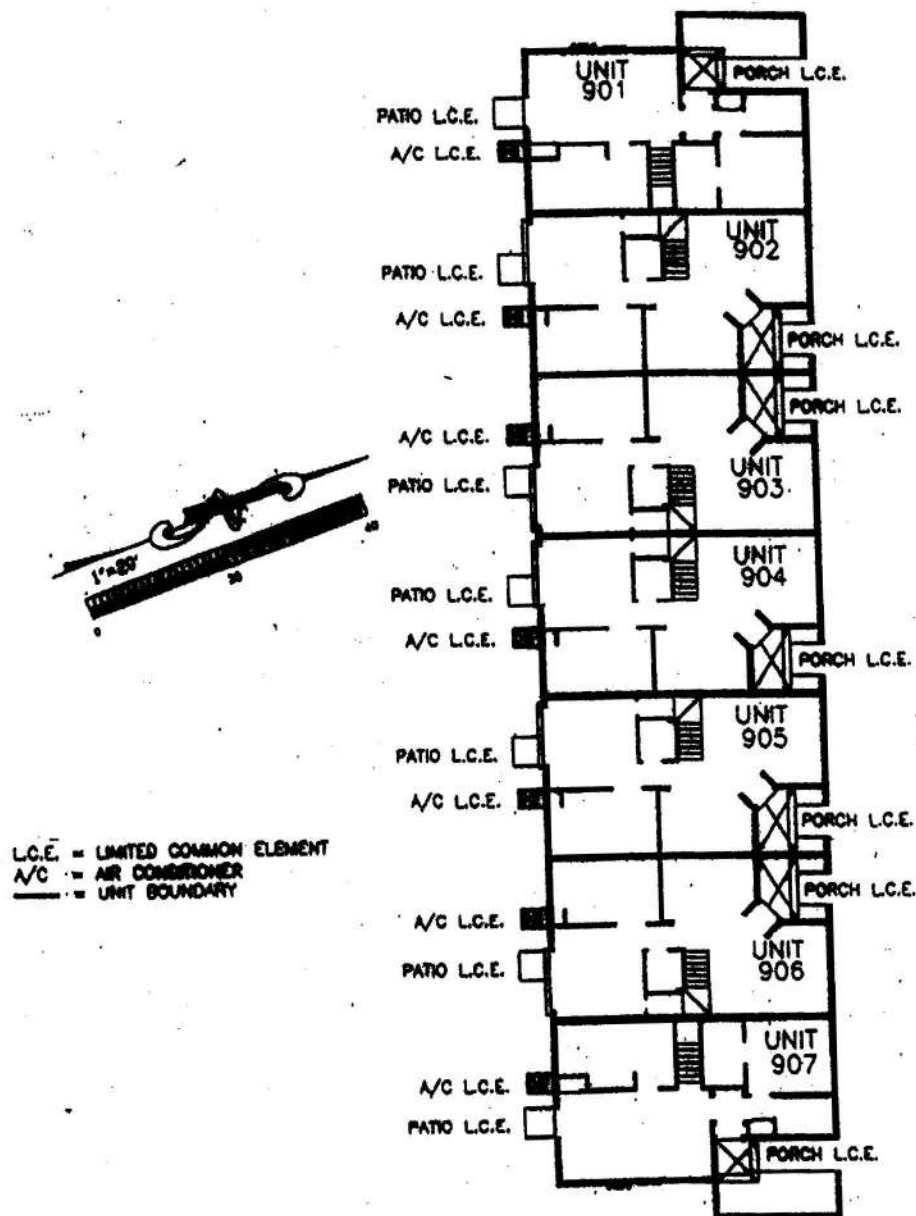
LANNES & GARCIA, INC.
 PROFESSIONAL SURVEYING & MAPPING
 L.S. 00000

FRANCISCO F. FAJARDO 04757

300 ALCAZAR AVENUE
 CORAL GABLES, FLORIDA 33134
 PH (305) 866-7888 FAX (305) 866-3002

SCALE: ITS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 2	EXHIBIT: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	20 of 25 SHEET
REVISION DATE: 5-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN - BUILDING 9 - PHASE 12



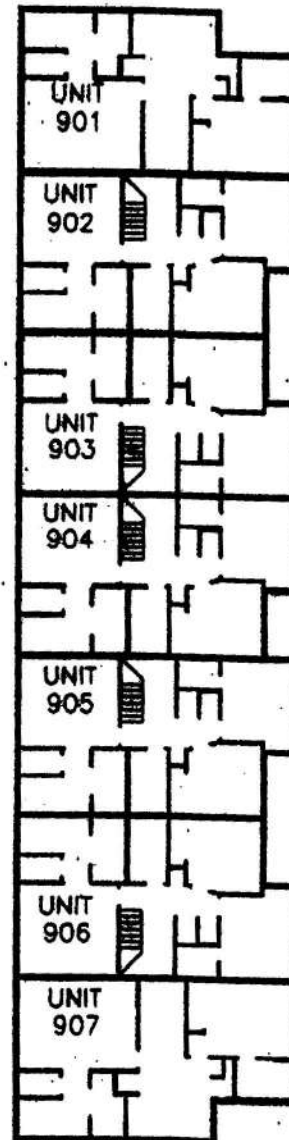
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 5894
FRANCISCO F. FAJARDO 64767
388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 688-7888 FAX (305) 688-3002

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 9	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	21 of 25 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN - BUILDING 9 - PHASE 12



L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
— = UNIT BOUNDARY



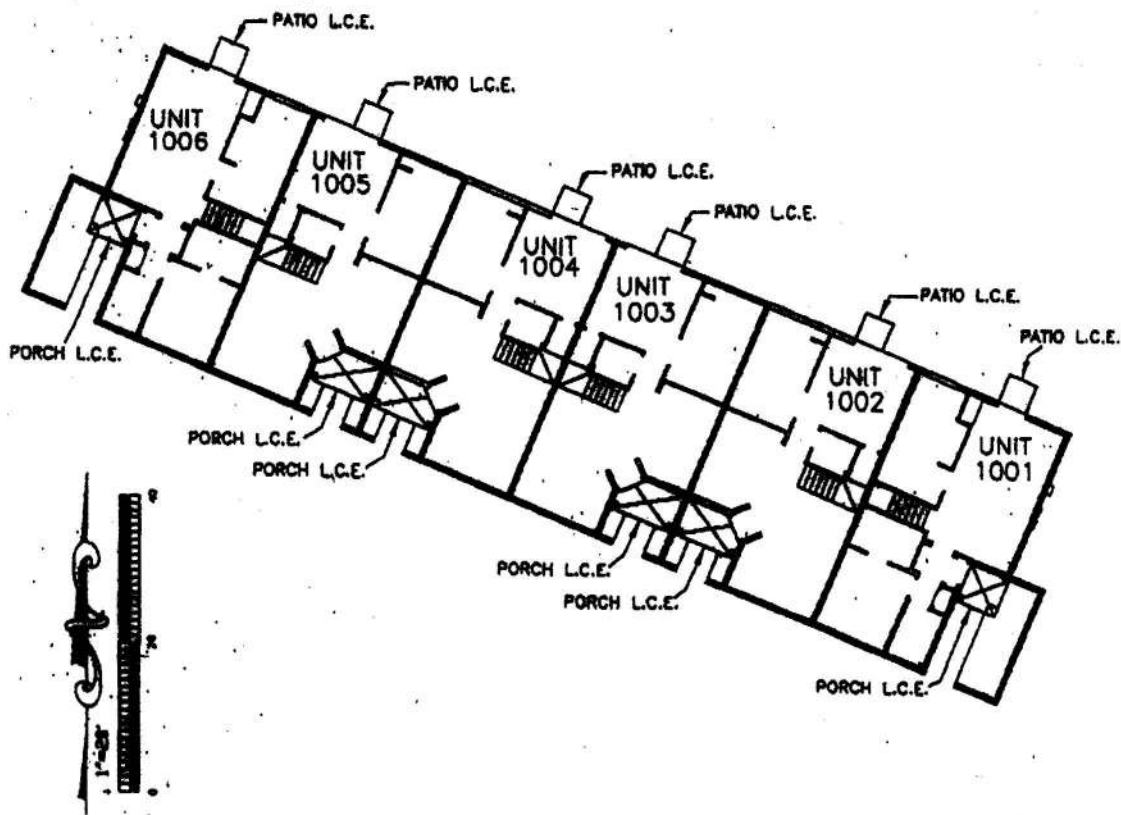
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. 76964

FRANCISCO F. FAJARDO 84767

388 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 888-7888 FAX (305) 888-3002

SCALE: ITS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 9	SHEET: 8
DATE: 3-07-07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	22 of 25 SHEET
REVISION DATE: 3-17-07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100008
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
FIRST FLOOR PLAN BUILDING 10 - PHASE 13



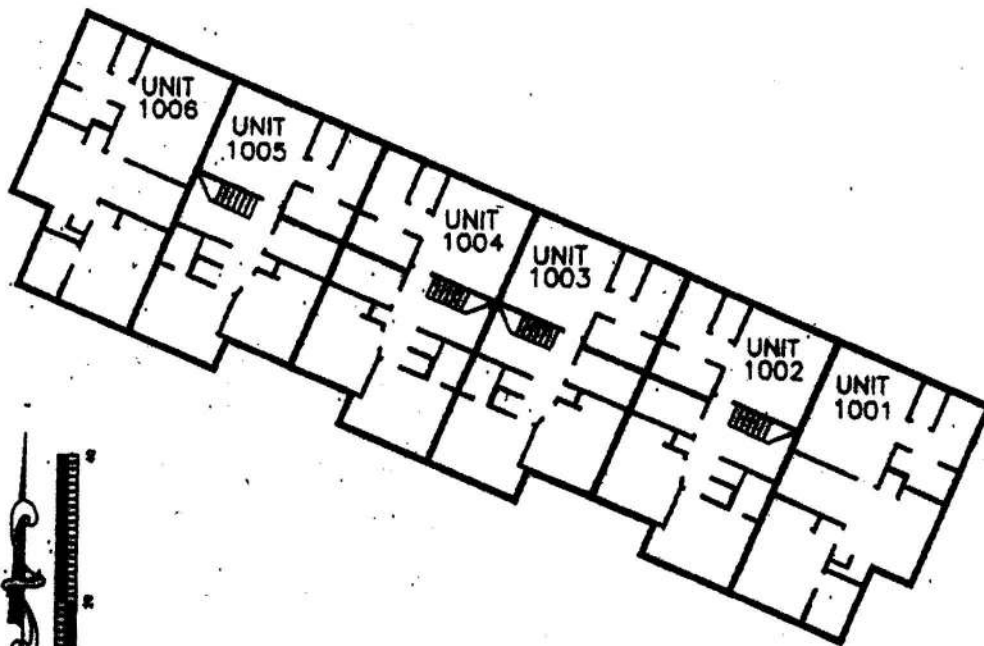
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.B. #2098

FRANCISCO F. FAJARDO #4767

369 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 866-7300 FAX (305) 866-3002

SCALE: NTS	DRAWING NAME: FIRST FLOOR PLAN BUILDING 10	EXHIBIT 8
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	23 of 25 SHEET
REVISED DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

TUSCAN VILLAS, A CONDOMINIUM
(Unincorporated) Ft. Lauderdale, Florida
SECOND FLOOR PLAN BUILDING 10 - PHASE 13



L.C.E. = LIMITED COMMON ELEMENT
A/C = AIR CONDITIONER
— = UNIT BOUNDARY

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #2000

FRANCISCO F. FAJARDO #4767

369 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 666-7888 FAX (305) 666-3002

SCALE: NTS	DRAWING NAME: SECOND FLOOR PLAN BUILDING 10	EXHIBIT: 8
DATE: 3/07/07	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	24 of 25
REVISION DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	SHEET
DRAWN BY: JLB		DRAWING NO. 100000

**TUSCAN VILLAS, A CONDOMINIUM
ELEVATIONS**

BLD. #	1ST FLR ELEV	1ST FLR CEILING	2ND FLR ELEV	2ND FLR CEILING
BUILDING 1	9.75	18.92	20.42	29.75
BUILDING 2	9.75	18.92	20.42	29.75
BUILDING 3	9.75	18.92	20.42	29.75
BUILDING 4	9.75	18.92	20.42	29.75
BUILDING 5	9.75	18.92	20.42	29.75
BUILDING 6	9.75	18.92	20.42	29.75
BUILDING 7	9.75	18.92	20.42	29.75
BUILDING 8	9.75	18.92	20.42	29.75
BUILDING 9	9.75	18.92	20.42	29.75
BUILDING 11	9.75	18.92	20.42	29.75
BUILDING 12	9.75	18.92	20.42	29.75
BUILDING 13	9.75	18.92	20.42	29.75

LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING & MAPPING
L.S. #3998

FRANCISCO F. FAJARDO #4767

369 ALCAZAR AVENUE
CORAL GABLES, FLORIDA 33134
PH (305) 688-7900 FAX (305) 688-3002



SCALE: NTS	DRAWING NAME: ELEVATIONS	EXHIBIT: 18
DATE: 3/07/06	PROJECT: TUSCAN VILLAS, A CONDOMINIUM	25 of 25 SHEET
REVISED DATE: 5/17/07	PREPARED FOR: STANDARD PACIFIC OF SOUTH FLORIDA, INC.	DRAWING NO. 100000
DRAWN BY: JLB		

**EXHIBIT 9****SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
 Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24-06

Application No.: 051128-16

General Permit No.: 06-04531-W

December 19, 2005

WESTBROOKE HOMES

1860 OLD OKEECHOBEE ROAD, STE. 503

WEST PALM BEACH, FL 33409

Dear Permittee:

SUBJECT: General Water Use Permit No.: 06-04531-W**Project: PROSPECT VILLAS****Location: BROWARD COUNTY, S17/T49S/R42E****Permittee: WESTBROOKE HOMES**

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to obtain a Water Use Permit for landscape irrigation of 2.5 acres of turf using a sprinkler irrigation system. Withdrawals are from the On-site Lake/Pond via one proposed withdrawal facility.

GOVERNING BOARD

Kevin McCarty, *Chair*
 Irela M. Bague, *Vice-Chair*
 Pamela Brooks-Thomas

Alice J. Carlson
 Michael Collins
 Nicolás J. Gutiérrez, Jr., Esq.

Lennart E. Lindahl, P.E.
 Harkley R. Thornton
 Malcolm S. Wade, Jr.

EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*

Application Number: 051128-16
WESTBROOKE HOMES
December 19, 2005
Page 2

Date Of Issuance: December 19, 2005

Expiration Date: January 27, 2026

Water Use Classification: Landscape

Total Serviced Acreage: 2.5 (2.5 acres of turf)

Water Use Permit Status: Proposed

Environmental Resource Permit Status: Permitted (No. 06-02584-P-02).

Right Of Way Permit Status: Not Applicable.

Surface Water From: On-site Lake(s)/Pond(s)

Permitted Allocation(s):

Annual Allocation:	3,414,800 Gallons
Maximum Monthly Allocation:	436,800 Gallons

Proposed Withdrawal Facilities - Surface Water

Source: On-site Lake(s)/Pond(s)

1 - 6" X 10 HP X 180 GPM centrifugal Pump

Rated Capacity

Source(s)	Status Code	GPM	MGD	MGM	MGY
On-site Lake(s)/Pond(s)	P	180	0.26	7.9	95
Totals:		180	0.26	7.9	95

Application Number: 051128-16
WESTBROOKE HOMES
December 19, 2005
Page 3

Should you object to the Limiting Conditions, please refer to the attached Notice of Rights which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have questions concerning this matter. If we do not hear from you prior to the time frame specified in the Notice of Rights, we will assume that you concur with the District's recommendations.

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 19th day of December, 2005, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,



Rick F. Bower, P.G.
Sr Supv Hydrogeologist
Water Use Regulation Division

RFB /ac

Certified Mail No.: 7005 0390 0005 9815 4356

Enclosure

c: Broward County
FDEP
Florida Fish & Wildlife Conservation Commission
Old Plantation Water Control District
Sun-Tech Engineering, Inc.
Westbrooke Communities, Inc.

Application Number: 051128-16
WESTBROOKE HOMES
December 19, 2005
Page 4

Limiting Conditions

1. This permit shall expire on January 27, 2026.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Landscape Irrigation

4. Source classification is:

Surface Water from:
On-site Lake(s)/Pond(s)

5. Total annual allocation is 3.4148 MG.

Total maximum monthly allocation is .4368 MG.

These allocations represent the amount of water required to meet the water demands as a result of rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1 in 10 year drought event. If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

- (a) All other conditions of the permit are met; and
- (b) The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:
Westbrooke Homes
1860 Old Okeechobee Road, Suite 503
West Palm Beach, FL 33409

Application Number: 051128-16
 WESTBROOKE HOMES
 December 19, 2005
 Page 5

Limiting Conditions

7. Withdrawal Facilities:

Surface Water - Proposed:

1 - 6" x 10 HP X 180 GPM centrifugal Pump

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

Application Number: 051128-16
WESTBROOKE HOMES
December 19, 2005
Page 6

Limiting Conditions

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:
 - (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,
 - (2) Reduction in water levels that harm the hydroperiod of wetlands,
 - (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (4) Harmful movement of contaminants in violation of state water quality standards, or
 - (5) Harm to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1997), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

PETITION FOR ADMINISTRATIVE PROCEEDINGS

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing:

If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing:

If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order:

If a Respondent(s) objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resource Permit:

Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order:

A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action:

A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment, and Withdrawal:

If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (LAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with LAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with LAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner;
- (c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner;
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- a) the specific facts that make the situation an emergency; and
- b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

All petitions filed under these rules shall contain:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;

- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (f) A demand for relief.

28-106.301.1 INITIATION OF PROCEEDINGS (NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
 - (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

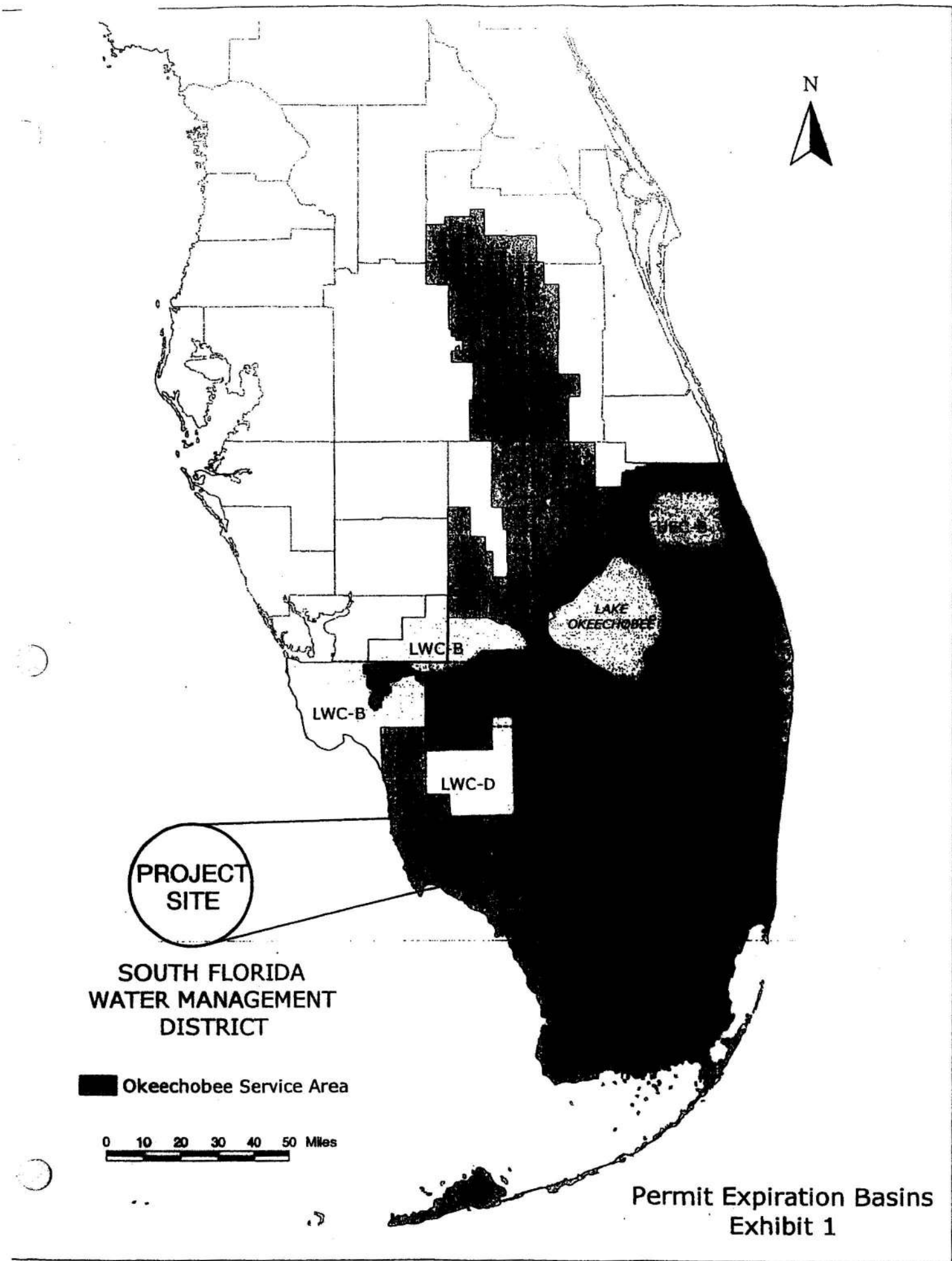
- (1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.
- (2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:
 - (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;
 - (b) How the rule or order sought to be reviewed affects the interests of the party seeking review;
 - (c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;
 - (d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and
 - (e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

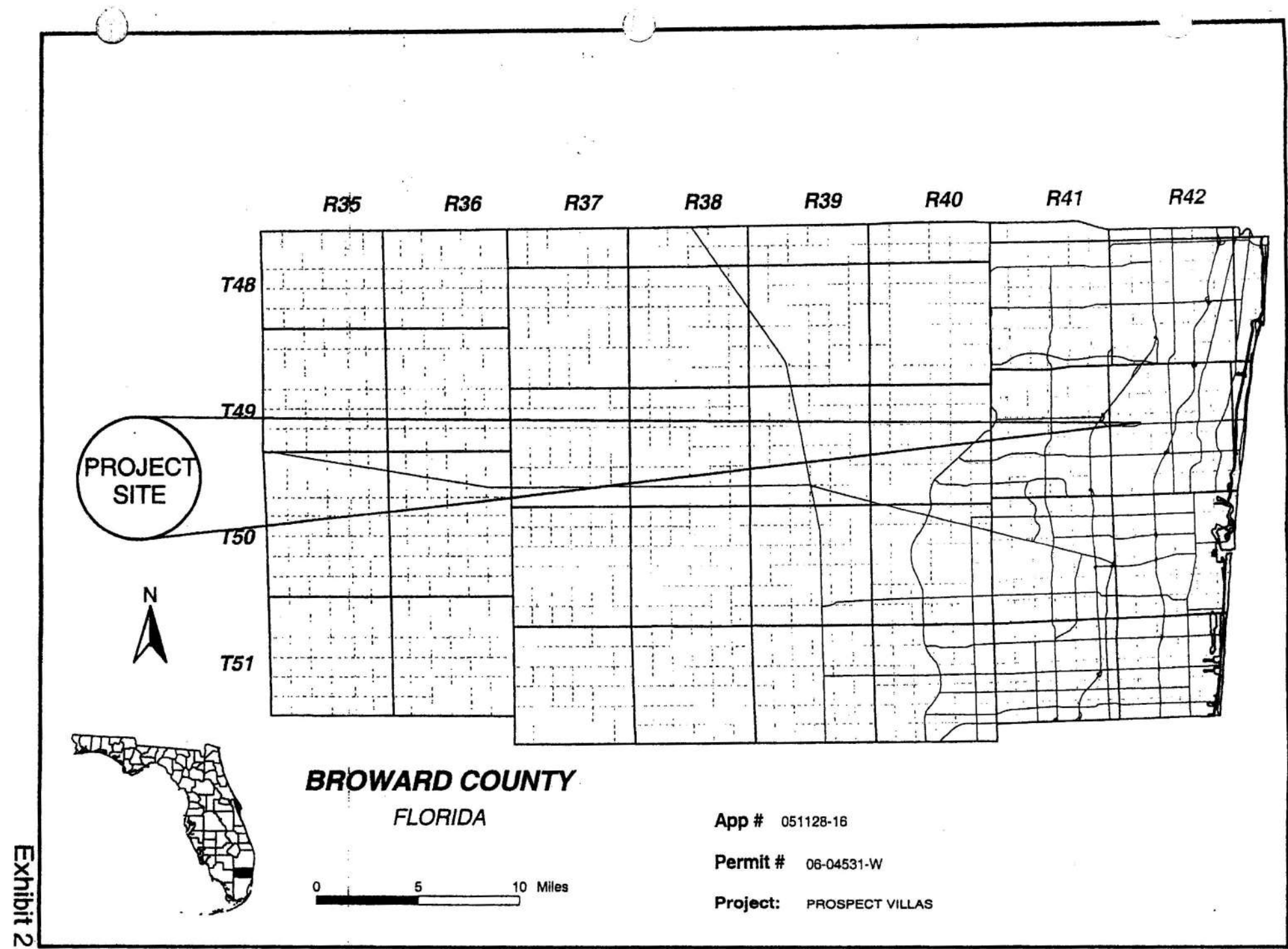
28-107.005 EMERGENCY ACTION

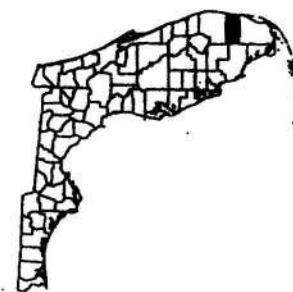
- (1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.
- (2) The 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.
- (3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

- (1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.
- (2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.





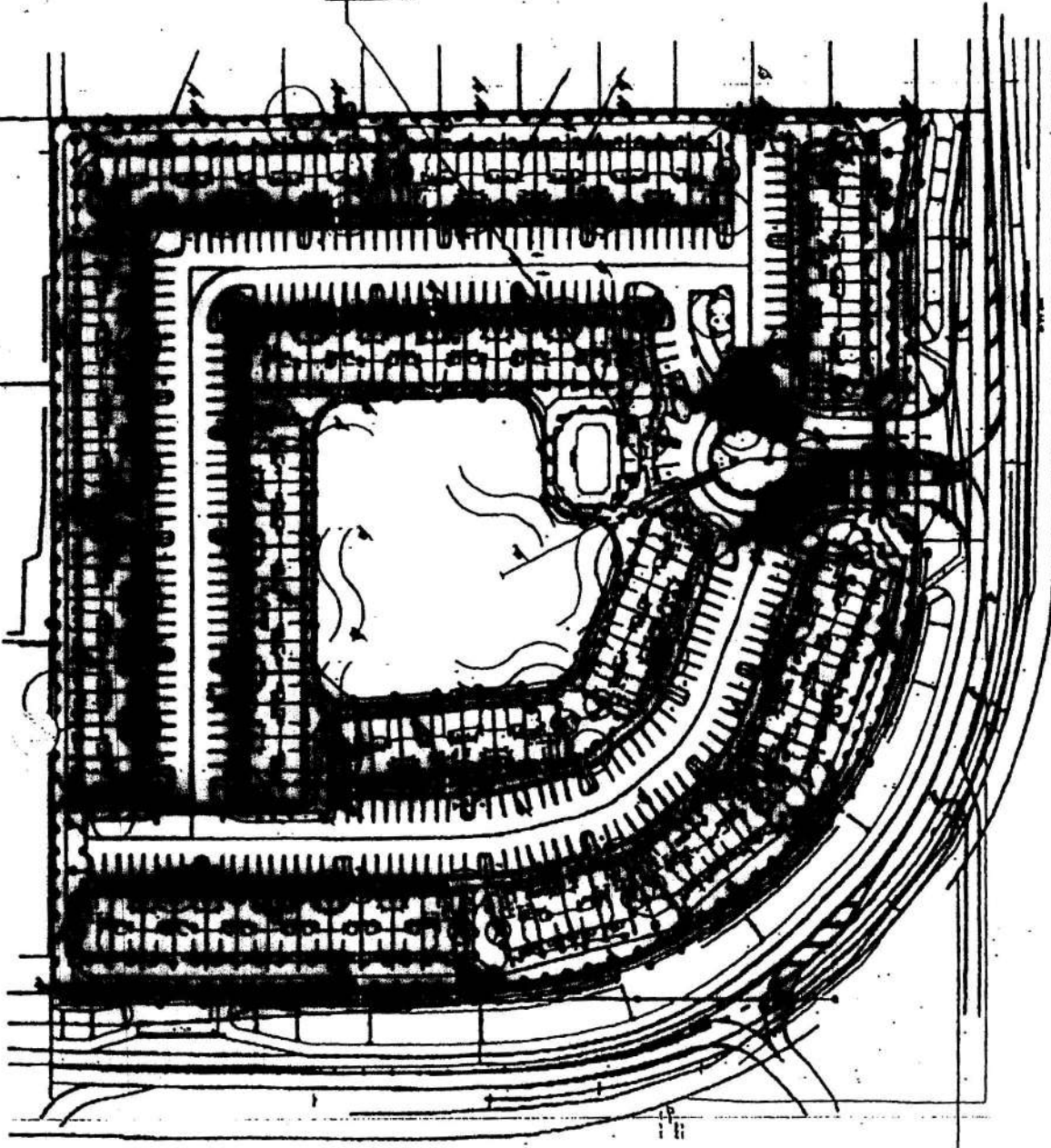


0 1000 2000 Feet

Exhibit 3



PUMP
STATION
LOCATION



App # 051128-16

Permit # 06-04531-W

Project: PROSPECT VILLAS

**BROWARD
COUNTY
FLORIDA**



Exhibit 4

TABLE B

Description Of Surface Water Pumps

Application Number: 051128-16

Pump ID	189059
Name	PUMP 1
Map Designator	PUMP 1
Facility Group	
Existing/Proposed Pump Type	P centrifugal
Diameter(Inches)	6
Pump Capacity(GPM)	180
Pump Horse Power	10
Two Way Pump ?	N
Elevation (ft. NGVD)	-2
Planar Location	
Source	DIGITIZED
Feet East	924349
Feet North	676380
Accounting Method	none
Use Status	Primary
Water Use Type	Irrigation
Surface Water Body	On-site Lake(s)/Pond(s)

Exhibit No: 5

Calculations Of Irrigation Requirements

APPLICATION NUMBER: 051128-16

RAINFALL STATION: Pompano Beach
IRRIGATION SYSTEM Sprinkler
PARCEL ACREAGE: 2.5
LAND USE: Landscape

CROP: Turf
SOIL TYPE: 0.4
PARCEL NAME:
IRR. MULTIPLIER 1.3

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MEAN RAINFALL	2.94	3.60	5.98	7.75	6.41	6.73	7.99	7.71	3.60	2.30	2.71	2.14	59.86
EVAPOTRANSPIRATION	2.07	2.34	3.94	5.30	6.75	7.44	7.92	7.61	6.39	5.05	3.35	2.38	60.54
AVG. EFFECTIVE RAIN	1.16	1.40	2.38	3.20	2.96	3.20	3.81	3.63	1.76	1.10	1.16	0.89	26.65
DROUGHT RAINFAL	0.95	1.15	1.95	2.62	2.43	2.62	3.12	2.98	1.44	0.90	0.95	0.73	21.84
AVERAGE IRRIGATION	0.91	0.94	1.56	2.10	3.79	4.24	4.11	3.98	4.63	3.95	2.19	1.49	33.89
DROUGHT IRRIGATION	1.12	1.19	1.99	2.68	4.32	4.82	4.80	4.63	4.95	4.15	2.40	1.65	38.70

ANNUAL SUPPLEMENTAL CROP REQUIREMENT: 38.70 INCHES

ANNUAL SUPPLEMENTAL CROP WATER USE:

38.70 IN X 2.5 AC X 1.3 X 0.02715 MG/AC-IN = 3.41MG

MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 4.95 INCHES

MAXIMUM MONTHLY SUPPLEMENTAL CROP WATER USE:

4.95 IN X 2.5 AC X 1.3 X 0.02715 MG/AC-IN = 0.44 MG

TOTAL ANNUAL DEMAND: 3.41 MG

TOTAL MAXIMUM MONTHLY DEMAND: 0.44 MG