

78-256832

PREPARED BY AND RETURN TO:
MICHAEL W. MELVIN
SUITE 402, 2929 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33308

DECLARATION OF CONDOMINIUM

OF

BAY TREE PATIO HOMES, A CONDOMINIUM

Made the day last appearing in the body of this Declaration by FLORIDA INTERCOASTAL CORP., a Florida Corporation, its successors and assigns, herein called "the Developer";

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the fee simple interest in the lands described and improvements described to the Condominium form of ownership and use when and in the manner provided in Chapter 718, Florida Statutes, herein called the "Condominium Act," and this Declaration. Said land is owned in fee simple by Developer. Notwithstanding anything in this Declaration or elsewhere that may be to the contrary, this is a Phase Development as provided in paragraph 21 hereof, with phase one and the recreation area and improvements thereto only being submitted to Condominium ownership at this time. This Declaration and all exhibits shall be construed accordingly now as to phase one and the recreation area and improvements thereto, and later as to the addition of subsequent phases, if any. The total land in the entire condominium in all ten phases and in the recreation area is legally described in attached Exhibit "A". The land in each individual phase is separately described in attached Exhibit "B", pages 1 - 24. The recreation area is separately described in attached Exhibit "C".

.1 Name. The name by which this condominium is to be identified is BAY TREE PATIO HOMES, a Condominium, Broward County, Florida.

.2 Declaration property submitted to condominium form of ownership. Phase One property set forth in attached Exhibits "A" and "B" and the recreation area set forth in attached Exhibit "C" and the improvements thereon are submitted to the condominium form of ownership.

2. Definitions. The terms used in this Declaration and in its exhibits including the Articles of Incorporation and By-Laws of Bay Tree Patio Homes Condominium Association, Inc., shall be defined in accordance with the provisions of Section 718.03 of the Florida Statutes (Condominium Act) and as follows unless the context otherwise requires:

.1 Condominium Unit or Unit means Unit as defined by the Condominium Act and shall include within its definition apartment unit.

.2 Condominium Unit Owner or Unit Owner means a Unit owner as defined by the Condominium Act.

.3 Apartment means a condominium unit intended and designed for single family residential occupancy.

.4 Apartment Owner means the owner of an apartment.

.5 Association means BAY TREE PATIO HOMES CONDOMINIUM ASSOCIATION, INC.

.6 Common Elements. Common Elements shall include:

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REC 670

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238-02
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(a) The condominium property not included in the apartments, including in said Common Elements, but not limited thereto, the recreation area as set forth in attached Exhibit "C" and improvements thereto;

(b) tangible personal property required for the maintenance and operation of the common elements even if owned by the Association; and

(c) other items as stated in the Condominium Act.

.7 Common Expenses include:

(a) Expenses of administration and management of the condominium property;

(b) expenses of maintenance, operation, repair or replacement of common elements;

(c) expenses deemed common expenses by the provision of this Declaration or the By-Laws; and

(d) any valid charge against the condominium as a whole.

.8 Condominium property means Phase One property and the recreation area described in Exhibits "A", "B" and "C", initially, and also means all or any one or more of the remaining phases described in Exhibits "A" and "B" as and when the context and this Phase Development so permit, including in each instance, all improvements thereon and the fee simple title underlying the portions of the easement or easements located thereon as shown on Exhibit "B".

.9 Institutional Mortgage. "Institutional Mortgage", sometimes referred to as "first mortgage" herein, shall be defined as a first mortgage originally executed and delivered to or held through assignment or assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company, or a pension trust, or a real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Developer or any of its subsidiaries.

.10 Institutional Mortgagee. "Institutional Mortgagee" sometimes referred to as "mortgagee" herein, shall be defined as a bank or savings and loan association or an insurance company or a title insurance company or a pension trust or real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing or a designee of any of the foregoing, owning an institutional mortgage on one or more Condominium parcels, or any of the foregoing who acquires an institutional mortgage as herein defined, by assignment or through mesne assignments from a non-institutional mortgagee.

.11 Utility services shall include but not be limited to electric power, water, air-conditioning, and garbage and sewerage disposal.

.12 Reasonable Attorneys' Fees means and includes reasonable fees for the services of an attorney-at-law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise and all post-judgment collection efforts.

.13 Singular, Plural Gender means that whenever the context so permits, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.

.14 Developer shall mean FLORIDA INTERCOASTAL CORP., a Florida Corporation, the Developer of the Condominium, its successors and assignees.

.15 Limited Common Elements. Limited Common Elements shall include all parking spaces, and, as to each unit, the patio and fence surrounding said patio. Said patio and fence are appurtenances to each said Unit. The use of Limited Common Elements shall be exclusively enjoyed by the owner of the particular unit to which the Limited Common Elements are appurtenant pursuant and subject to this and other provisions of this Declaration.

3. Development Plan. The Condominium is described and established as follows:

.1 A Survey of the land and a graphic description of the improvements in which units are located that identifies each unit by letter, name, or number, so that no unit bears the same designation of any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions, are attached hereto as Exhibit "B". Said Exhibit "B" may be hereafter amended, as hereinafter provided.

(b) Amendment of Declaration. An amendment of this Declaration reflecting alteration by the Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, Condominium Unit Owners or any other persons whomsoever.

(c) Change in Shares of Common Elements. In the event Developer, pursuant to the rights reserved herein, shall increase or decrease the number of units or shall increase or decrease the size of a Condominium Unit, Developer shall have the right to change the percentages by which common expenses and common elements are apportioned to the Condominium Units as set forth in Exhibit "D" to this Declaration, which change shall, in Developer's sole discretion and judgment, equitably reflect said increases or decreases. Any amendment effecting said changes need be signed and acknowledged only by the Developer and need not be approved by the Association, Condominium Unit Owners or any other person whomsoever, except institutional mortgagees of condominium units directly affected by said change.

.6 Easements. Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium building, their guests and invitees, as follows:

(a) Utilities. Easements are reserved through the condominium property as may be required for utility services to serve the condominium adequately; provided, said easements initially shall be only according

of Phase One, along with their lessees, guests and invitees, are granted a non-exclusive easement for reasonable ingress and egress between the units in Phase One and the recreation area over the property described in Exhibit "I". Said easement shall exist unless and until the Condominium is terminated or the easement is cancelled by consent of Developer and said Unit Owners, or the underlying fee simple title to said easement is conveyed to the Condominium Association as hereinafter provided or the underlying fee simple title becomes a part of the Common Elements of the Condominium in connection with subsequent phases (provided, in the latter event, said subsequent phases are submitted to condominium burdened with the same type of easement as set forth herein), whichever shall first occur. Developer and its successors and assigns may also grant non-exclusive easements or rights to others, including, but not limited to, other Unit Owners in subsequent phases and their lessees, guests and invitees for use of said property described in Exhibit "I". Developer may also convey any or all of the underlying fee simple title to said property to the Condominium Association herein, subject to all matters of record, and, if done, same shall be accepted by the Association or submit any or all of said property to condominium in subsequent phases burdened with the same type of easement as set forth herein. Whether or not Developer so conveys fee simple title to the Association or submits same to condominium, the expenses of said easement, including, but not limited to, maintenance, repair and ad valorem taxes on the easement and underlying fee simple title, shall be a common expense of the Condominium and not borne by the Developer.

In addition, and

easement in Exhibit "I". Said potential easements within any said subsequent phase being submitted to condominium shall be on the same terms and conditions as those set forth above relating to the non-exclusive 12 foot easement within Phase One. Developer reserves the right to eliminate, modify or alter said potential, non-exclusive easements at any time prior to the granting and creating of same. Developer and its successors and assigns also reserve the right to grant non-exclusive easements or rights to others including, but not limited to, other unit owners in subsequent phases and in Phase One and their lessees, guests and invitees, for use of said potential easements described in Exhibit "A". Developer may also convey the underlying fee simple title to any or all said property to the Association, subject to all matters of record, and, if done, same shall be accepted by the Association. Whether or not Developer so conveys fee simple title to the Association, the expenses of said easements, including, but not limited to, maintenance, repairs and ad valorem taxes on the easements and underlying fee simple title, shall be a common expense of the Condominium and not borne by the Developer.

The recorded easements set forth and located within the condominium property on attached Exhibit "A" are easements to which the Condominium property is subject. The use, rights and obligations in relation thereto are governed by, among other things, the terms of said recorded documents.

The recorded easement on attached Exhibit "A" located outside the condominium property and any potential use thereof is subject to and governed by, among other things, said recorded documents. The easement and/or rights thereunder are not a part of this Condominium or its property. However, without limiting anything in the foregoing

.7 Condominium Unit Boundaries. Each Condominium Unit shall include that part of the building containing the Condominium Unit that lies within the boundaries of the Condominium Unit, which boundaries are set forth on attached Exhibit "B".

.8 Condominium Units. The location and boundaries of each Condominium Unit are more particularly and graphically described on attached Exhibit "B". Each building is designated by a number and each Unit is designated within each building by an "A", "B", "C" or "D".

4. Appurtenances to Condominium Units. The owner of each Condominium Unit shall own an undivided share and certain interest in the condominium property as reflected on attached Exhibit "D", which share and interest shall be appurtenant to the Condominium Unit. The appurtenances to the several Condominium Units include but are not limited to the following items:

.1 Common Elements. The undivided share in land and other common elements which is appurtenant to each Condominium Unit and the limited common elements that are appurtenant to each Unit.

.2 Association. The membership of the Unit Owner in the Association and the interest of each Unit in the funds and assets held by the Association.

of the Condominium Unit; provided, however, if a Condominium Unit Owner has been assigned or sold more than one (1) parking space, any said additional parking space may be assigned, sold or leased to any other Condominium Unit Owner and may be leased to the Lessee of any Apartment. If any said additional parking space is sold or assigned pursuant hereto, said parking space thereafter shall not be reassigned or changed by the Association.

.5 Liability for Common Expense and Share of Common Surplus. Each Condominium Unit Owner shall be liable for a share of the common expenses and shall be entitled to a share of the common surplus in accordance with the percentages delineated in Exhibit "D" to this Declaration; subject, however, to the rights of the Developer to amend these percentages as elsewhere provided in this Declaration. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of common surplus when, as and if any such surplus shall exist.

5. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvements, shall be as follows:

.1 Maintenance

(a) By the Association. The Association

all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his Condominium Unit, including, but not limited to, patios (excluding fences surrounding same), all except any portions specifically to be maintained, repaired and replaced by the Association as provided herein. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Condominium Unit Owners.

(2) A Condominium Unit Owner shall not enclose, paint or otherwise decorate or change the appearance of any portions of the exterior of the Condominium Building or any patio, fence or parking space without the express written consent of the Board of Directors.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

.2 Alteration and Improvement. Alteration and improvement of the condominium property and restrictions thereon shall be as follows:

(a) Alteration and Improvement of the Common Elements. Except as elsewhere reserved to the Developer, neither the Condominium Unit Owner nor the Association shall make any alteration in the portions of a Unit or Condominium building which are to be maintained by the Association, or remove any portion thereof or make any additions ther

a Condominium Unit Owner may make alterations or improvements to his Condominium Unit at his sole and personal cost as he may deem advisable provided all work shall be done without disturbing the rights of the other Condominium Unit Owners, and further providing that a Condominium Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or loadbearing member, electric service or plumbing service without first obtaining approval in writing of owners of all other Condominium Units in the Condominium building, and the approval of the Board of Directors of the Association.

(c) Management Agreement. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance of the condominium property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair, for the maintenance, repair and management of the Condominium and of areas and easements which the Condominium shares with other condominiums in the Bay Tree Patio Homes Area.

(d) Each Unit Owner Agrees. Each Unit Owner agrees to allow the Board of Directors or the agents or employees of the Association to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units or the Common Elements, in case of emergency circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

force, the Developer shall not be required to pay assessments on account of Units owned by Developer, but rather Developer obligates itself to pay to the Association any amount of common expense incurred during that period not produced at the guaranteed level receivable from other Unit Owners; subject, nevertheless, to the other provisions hereof. Said guarantee does not pertain to or include portions of assessments, regular or special, or installments thereunder required to meet the cost of improvements or betterments to the common elements or the funding of reserves, or the payment of ad valorem taxes assessed against the condominium property as a whole. The Developer may use initial contributions of Unit Owners to the Association, if any, to meet said guarantee. Further, notwithstanding anything herein to the contrary, the above guarantee shall expire and be of no further force and effect upon the Developer's electing to relinquish control of the Association through its designee-directors, or upon the Unit Owners' electing, as may be provided by law, to terminate or cancel any contract for services or materials to be provided to the Association or the condominium, which contract is entered into by the Board of Directors while such Board is under the control and dominion of the Developer.

7. Association. The operation of the Condominium shall be by BAY TREE PATIO HOMES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, which shall serve this Condominium.

.1 Articles

8. Insurance. Insurance other than title insurance, which shall be carried upon the Condominium property and the property of the Condominium Unit Owner, shall be governed by the following provisions:

.1 Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association and the Condominium Unit Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Condominium Unit Owners. Insurance policies covering damage to the Condominium buildings, the kind, amounts, valuations and forms of policies, and the insurance companies issuing the same, shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against units in the Condominium. Policies and endorsements thereon shall be deposited with the Insurance Trustee as defined in Paragraph 8.4 below. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Condominium Unit Owner within his Unit but the Condominium Unit Owner may obtain said insurance at his own expense provided said insurance may not be of a nature to affect policies purchased by the Association. Condominium Unit Owners shall furnish the Association with copies of all insurance policies obtained by them. All insurance policies purchased by the Association shall be with a company having a triple AAA BEST'S RATING OR BETTER or its equivalent.

.2 Coverage.

the institutional mortgagee holding the greatest dollar volume of mortgages, said institutional mortgagee shall have the right at its option to order and advance the sums as are required to maintain or procure said insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual Unit Owners for the payment of said item of common expense.

.4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being a banking institution having offices in Broward County, Florida, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which Trustee is herein referred to as "Insurance Trustee"; provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against units in the Condominium. The duty of the Insurance Trustee shall be to receive proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Condominium Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss, and additional monies are not available for such purposes.

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

(a) All expenses of the Insurance Trustee shall be paid first, or provisions made for such payment.

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

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owner, remittances to Condominium Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Condominium Unit.

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insurance covering all of the buildings in the Condominium becomes payable; or, damage where the cost of reconstruction and repair exceeds seventy-five percent (75%) of the appraised value of all of the buildings in the Condominium prior to loss. Estimates and appraisals required pursuant to the foregoing sentence shall be made by qualified persons designated by institutional mortgagees holding seventy-five percent (75%) of the outstanding dollar volume of first mortgage loans on Units in the Condominium. Should very substantial damage occur, then:

(1) Institutional mortgagees holding seventy-five percent (75%) of the outstanding dollar volume of institutional Unit first mortgages upon Units in the damaged building shall have the right to elect (such election to be made within forty-five (45) days from the date of the casualty) either:

(i) to require application of insurance proceeds to the payment of their mortgage debts, in which case all mortgagees as to such Condominium shall be bound to make similar application of insurance proceeds to their mortgages, or

(ii) to require that insurance proceeds be retained for purposes of reconstruction and repair, in which case all mortgagees shall be so bound, as to such Condominium subject to the matters herein set forth.

(2) The Board of Directors shall as promptly as possible obtain reliable and detailed estimates of the cost of repair and restoration, and if said work

(ii) If the insurance proceeds available for repair and reconstruction are insufficient to cover the cost thereof, so that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the cost of said reconstruction and repair, then the Condominium shall be abandoned and terminated unless sixty percent (60%) of the membership present and voting shall consent to said reconstruction and said assessment, in which event all Unit Owners shall be bound.

(iii) If the insurance proceeds are not sufficient to cover the cost of repair and reconstruction, and if, notwithstanding the determination of the membership to repair and reconstruct and the voting of a special assessment, the funds sufficient to cover the deficiency between the cost of reconstruction and the insurance proceeds are not deposited with the Insurance Trustee within ninety (90) days after the casualty, then the institutional mortgagees shall have the right to require application of the insurance proceeds to mortgages pursuant to Paragraph (1) (i).

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the Condominium Unit Owners, where so provided, have made a decision whether or not to reconstruct or repair.

.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to plans and specifications approved by the Board of Directors of the

that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association.

10. Use Restrictions. The use of the Condominium property shall be in accordance with the following restrictions which shall be applicable to and shall be covenants running with the land of the Condominium.

.1 Residential Use. The lands of the Condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes excepting therefrom uses normally incident to the operation of a condominium. No structures shall be constructed upon the land other than a Condominium Building or other structures intended for residential use and appurtenances thereto. Each Condominium Unit or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever, except as elsewhere herein may be permitted by the Developer. Except as elsewhere herein may be permitted by the Developer, no Condominium Unit may be divided or subdivided into a smaller Unit, or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the other provisions hereof.

or lessees of any chairs, tables, benches or other articles upon any Common Elements. Nothing shall be hung or displayed on the outside walls of the Condominium building and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

.6 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association. The initial regulations, which shall be deemed effective until amended, are annexed to this Declaration as Exhibit "G", and may be amended without formal amendment to the By-Laws.

.7 Interior Hallways. All doors between Condominium Units and interior hallways shall be kept closed at all times when not being used for ingress and egress. Screens or screen doors on entrances between Condominium Units and interior corridors are prohibited unless specifically authorized by the Association.

.8 Automobile Parking Spaces. No automobile parking space may be used for any purpose other than the parking of automobiles which are in operating condition. No automobile may be repaired or in any way serviced upon any portion of the premises, except for emergency repairs and as may be expressly authorized by the Condom

(c) Gift. If any Condominium Unit Owner shall acquire his title by gift, the continuation of his ownership shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Condominium Unit Owner shall acquire his title by devise or inheritance, the continuation of his ownership shall be subject to the approval of the Association.

(e) Other Transfers. If any Condominium Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the Association.

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

(a) Notice to Association.

(1) Sale. A Condominium Unit Owner intending to make a bona fide sale of his Condominium Unit or any interest in it shall give to the Association notice of the intention, together with the name and address of the intended purchaser and other information as the Association may reasonably require. Said notice, at the Condominium Unit Owner's option, may include a demand by the said owner

(2) Lease. If the proposed transaction is a lease for not less than three (3) months, then within fifteen (15) days after receipt of the notice and information, the Association must approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form.

(3) Gift, Devise or Inheritance; Other Transfers. If the Condominium Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of said notice and information, the Association must either approve or disapprove the continuance of the Condominium Unit Owner's ownership of the Unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the Condominium Unit Owner and shall be recorded in the Public Records of Broward County, Florida.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Condominium Unit for said use, if the Condominium Unit Owner or purchaser is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Condominium Unit be also approved by the Association.

(d) Association's Failure to Act. In the event that the

deed for the uses and purposes therein mentioned.

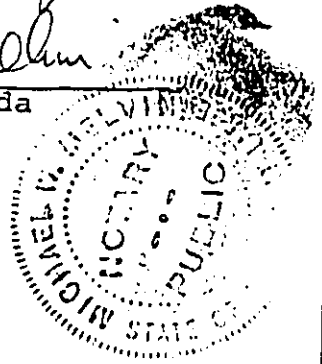
WITNESS my hand and official seal this 5th day of August,
1978.

Michael W. Mohr
Notary Public, State of Florida

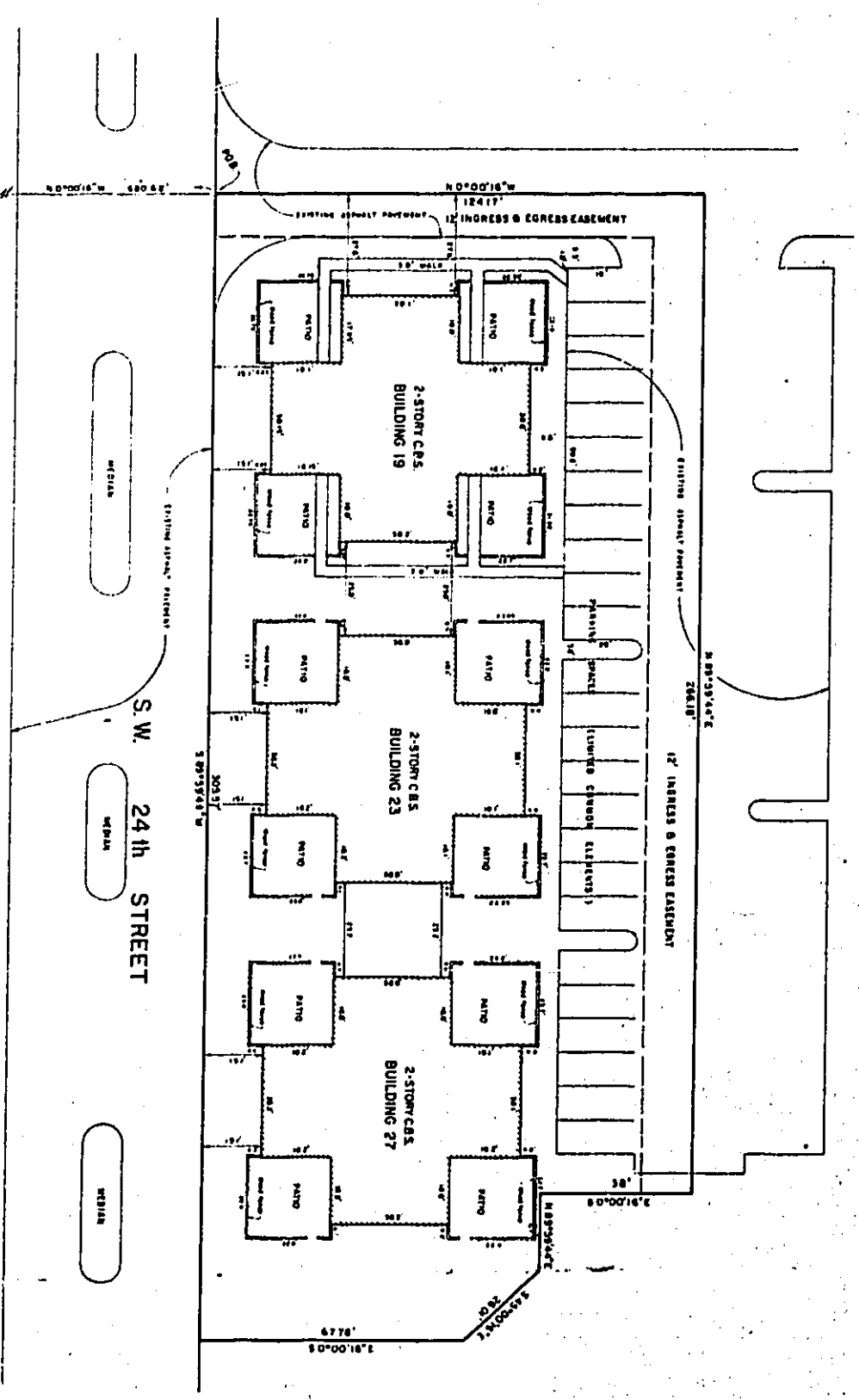
My Commission Expires:

1-19-81

Notary Public, State of Florida at Large
My Commission Expires Jan. 19, 1981
Bonded by American Fire & Casualty Company

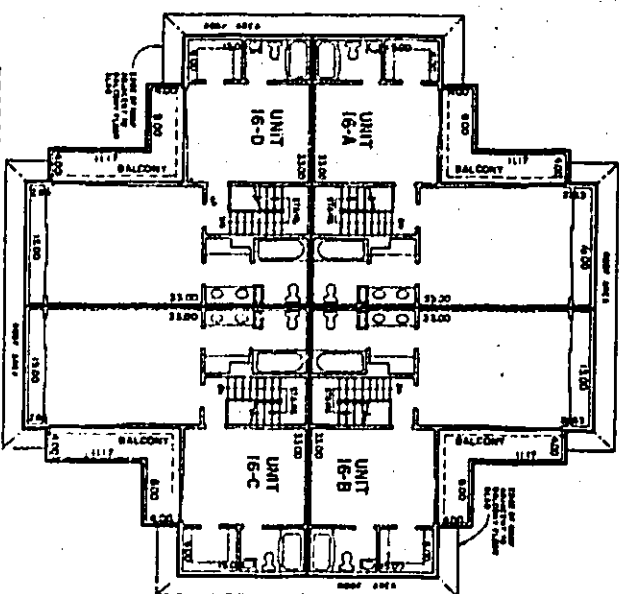


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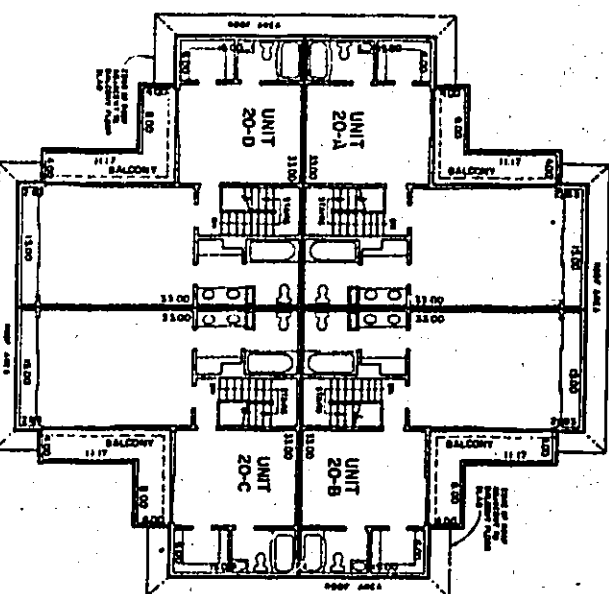


DESCRIPTION OF UNITS
Upper and Lower Boundaries: The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimeter boundaries:
Lower Boundary - The horizontal plane of the upper floor of the building.
Upper Boundary - The horizontal plane of the lower surface of the roof system extended to an intersection with applicable perimeter boundaries of the first and second floor.
Perimeter Boundaries: The perimeter boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries

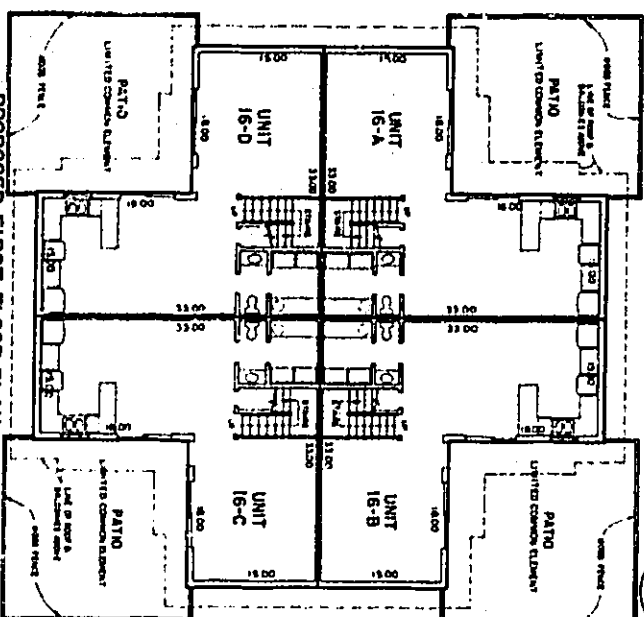
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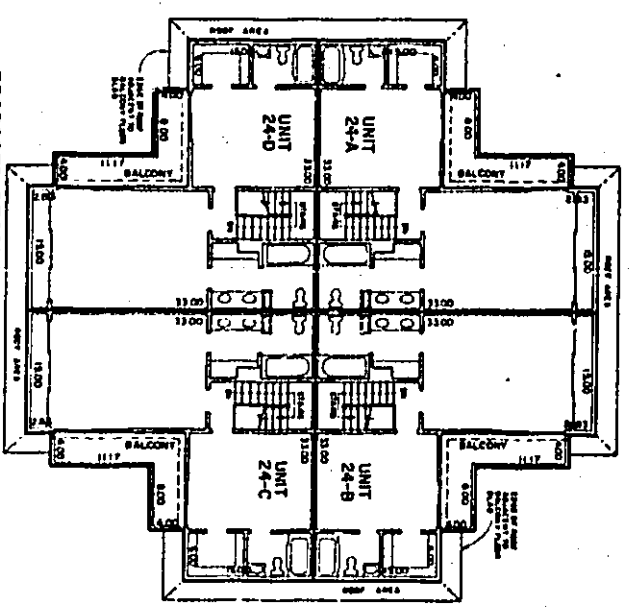
PROPOSED SECOND FLOOR PLAN



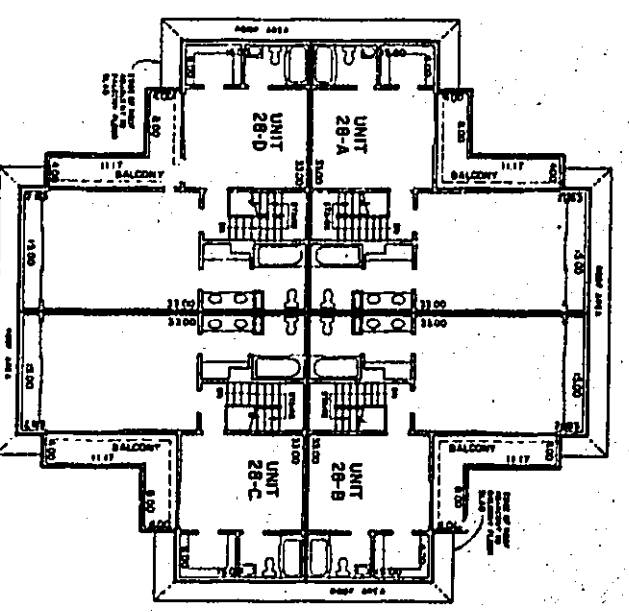
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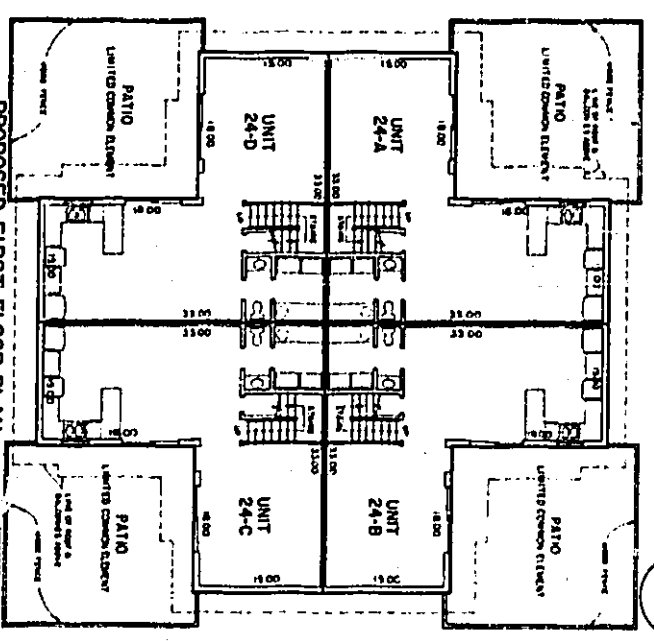
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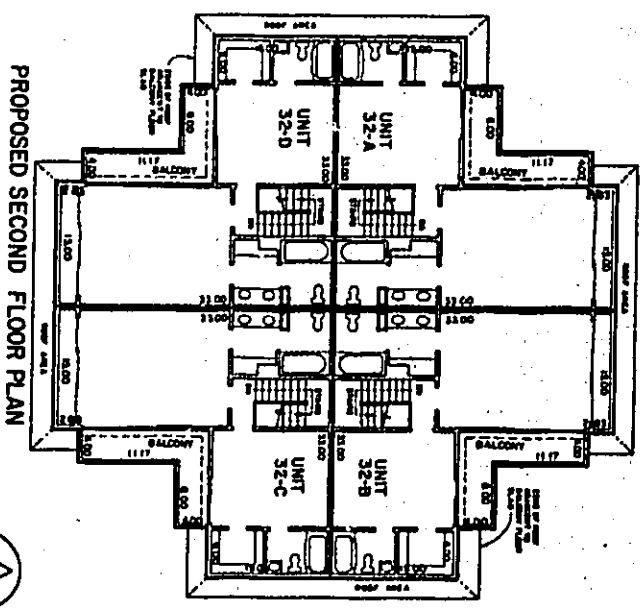


PROPOSED SECOND FLOOR PLAN



PROPOSED SECOND FLOOR PLAN





PROPOSED SECOND FLOOR PLAN

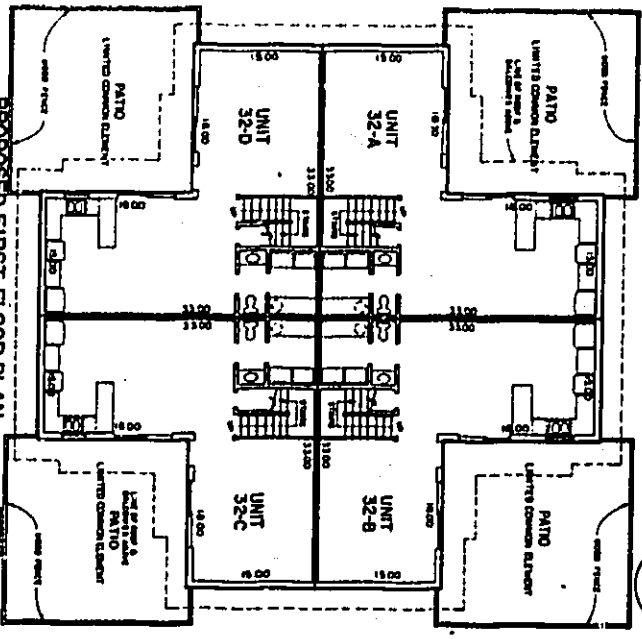


EXHIBIT "C"

RECREATION AREA
BAYTREE PATIO HOMES, A CONDOMINIUM

A portion of Tract 9, FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 10, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Southeast corner of said Section 10; thence North $0^{\circ} 00' 16''$ West, along the East line of said Section 10, a distance of 1420.02 feet; thence North $89^{\circ} 01' 23''$ West, along a line parallel with and 100 feet North of (as measured at right angles) the South line of said Tract 9, a distance of 455.20 feet

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS
AND COMMON SURPLUS AND PERCENTAGE AND MANNER
OF SHARING COMMON EXPENSES

E X H I B I T " D "

CUMULATIVE NUMBER OF UNITS
SUBMITTED TO CONDOMINIUM

TOTAL PERCENTAGE OF COMMON ELEMENTS, COMMON
SURPLUS AND COMMON EXPENSES ALLOCATED AFTER
ALL UNITS IN DESIGNATED PHASES SUBMITTED TO
CONDOMINIUM

1. Phase One (each apartment)	1/12th	12	100%	77.99	726
2. Phases One and Two together (each apartment)	1/24th	24	100%	77.99	

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

BAY TREE PATIO HOMES CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 30th day of June

1978

Charter Number: 743456

