

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF VENTNOR "H" CONDOMINIUM**

Ventnor "H" Condominium ASSOCIATION, Inc., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Broward County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit 1, which is incorporated herein by reference, does hereby state and declare that said realty, together with improvements thereon, is submitted to condominium ownership pursuant to the CONDOMINIUM ACT of the State of Florida (F.S. 718 ct. seq.).

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this DECLARATION is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this CONDOMINIUM is Ventnor "H" Condominium. The address shall be the name of the CONDOMINIUM together with: CENTURY VILLAGE, Ventnor H Condo Association, 3033 Ventnor -H, DEERFIELD BEACH, FLORIDA.

1.3 THE LAND. The real property described on Exhibit 1. is the CONDOMINIUM PROPERTY hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the EXHIBITS attached hereto.

1.4 EFFECT. All of the provisions of this DECLARATION OF CONDOMINIUM and all EXHIBITS attached hereto shall be binding upon all UNIT OWNERS and are enforceable equitable servitudes running with the land and existing in perpetuity until this DECLARATION is revoked and the CONDOMINIUM is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each UNIT, as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS. AMENDMENTS THERETO.

2.1 SURVEY. Annexed hereto and made a part hereof as EXHIBIT 1. is the survey of the land, graphic description, and plot plans of the improvements constituting the CONDOMINIUM, identifying the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and their respective locations and approximate dimensions. The Condominium includes one multi-family structure containing sixty-four (64) Condominium Units. Each UNIT is identified on EXHIBIT 1. by a specific number. No UNIT bears the same number as any other UNIT. The parking and storage areas are delineated thereon. The percentage of ownership of individual interest in the COMMON ELEMENTS appurtenant to each UNIT is designated thereon.

3. DEFINITION OF TERMS. The terms used in this DECLARATION and the EXHIBITS attached hereto shall have the meanings stated in the CONDOMINIUM ACT (Chapter 718.103, Fla. Stat., as amended) and as follows, unless the context otherwise requires.

3.1 "CONDOMINIUM" means that form of ownership of CONDOMINIUM PROPERTY under which UNITS of improvements are subject to ownership by one or more owners, and there is appurtenant to each UNIT as part thereof an undivided share in the COMMON ELEMENTS. The term shall also mean the CONDOMINIUM established by this DECLARATION.

3.2 "DECLARATION", or "DECLARATION OF CONDOMINIUM" means this instrument and all EXHIBITS attached hereto as they may be amended from time to time.

3.3 "UNIT" or "CONDOMINIUM UNIT" means part of the CONDOMINIUM PROPERTY which is subject to private ownership.

3.4 "COMMON ELEMENTS" means all of the real property, improvements and facilities of the CONDOMINIUM other than the UNITS.

3.5 "LIMITED COMMON ELEMENTS" means and includes those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of all other UNITS.

3.6 "ASSOCIATION" means the non-profit Florida corporation whose name and seal appears at the end of this DECLARATION which is the entity responsible for the operation of the CONDOMINIUM.

3.7 "BOARD" means the Board of Directors of the ASSOCIATION as it is constituted from time to time.

3.8 "BY-LAWS" means the BY-LAWS of the aforescribed ASSOCIATION as they exist from time to time. (EXHIBIT 4)

3.9 "CONDOMINIUM ACT" means the CONDOMINIUM ACT OF THE STATE OF FLORIDA (F.S. 711, et. seq.) as the same may be amended from time to time.

3.10 "COMMON EXPENSES" the expenses for which the UNIT OWNERS are liable to the ASSOCIATION. COMMON EXPENSES shall include, but not be limited to, expenses of administration, maintenance, operation, repair or replacement of the COMMON ELEMENTS and of portions of UNITS to be maintained by the ASSOCIATION and all other expenses declared COMMON EXPENSES by provisions of this DECLARATION.

3.11 "COMMON SURPLUS" means the excess of all receipts of the ASSOCIATION, including, but not limited to, assessments, rents, profits, and revenues on account of the COMMON ELEMENTS, and over the amount of COMMON EXPENSES of the CONDOMINIUM.

3.12 "CONDOMINIUM PROPERTY" means and includes the land in this CONDOMINIUM, whether or not contiguous, all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.

3.13 "ASSESSMENT" means a share of the funds required for the payment of COMMON EXPENSES which is assessed against the UNIT OWNERS from time to time.

3.14 "UNIT OWNER" means the owner of a CONDOMINIUM PARCEL.

3.15 "INSTITUTIONAL MORTGAGEE" means a State or Federal Bank, Savings and Loan ASSOCIATION, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government being a mortgagee of a UNIT.

3.16 "OCCUPANT" means the person or persons other than the UNIT OWNER in actual possession of a UNIT.

3.17 "CONDOMINIUM DOCUMENTS" means this DECLARATION, the SURVEY EXHIBIT, LONG-TERM LEASE ARTICLES OF INCORPORATION OF THE ASSOCIATION, BY-LAWS OF THE ASSOCIATION and the RULES AND REGULATIONS.

3.18 SPONSOR mean CENTURY VILLAGE EAST, INC., a Florida corporation, its successors and assigns.

3.19 "ARTICLES OF INCORPORATION" means the ARTICLES OF INCORPORATION of the CONDOMINIUM ASSOCIATION, heretofore filed in the Office of the Secretary of State of the State of Florida.

3.20 "UTILITIES" or "UTILITY SERVICE" shall include water, electricity, gas, sewage and like services.

3.21 The phrase "PROVISIONS of this INSTRUMENT" or "TERMS of this INSTRUMENT", or "TERMS" or "PROVISIONS of this DECLARATION" shall include, unless specifically otherwise stated, all the provisions of this DECLARATION OF CONDOMINIUM and the EXHIBITS attached hereto as they now exist, or as they may be amended from time to time.

3.22 "PUBLIC RECORDS" means the public records of Broward County, Florida.

3.23 "CORPORATION" when used with reference to the owner of a CONDOMINIUM PARCEL means any entity other than a natural person.

3.24 "PERSON" shall one or more natural person.

3.25 "RECONSTRUCTION" or "RESTORE" shall include repairs or replacement of structures, fixtures, furnishings and furniture.

3.26 "RULES AND REGULATIONS" means the BY-LAWS and other use and occupancy provisions governing the use and occupancy of the UNITS and CONDOMINIUM PROPERTY.

3.27 "LONG-TERM LEASE" means and refers to that LEASE AGREEMENT attached to this DECLARATION as EXHIBIT 2 and made a part hereof. All definitions contained in the LONG-TERM LEASE are adopted by reference as though set forth herein verbatim. "RECREATION AREAS", "LEASED

FACILITIES" or "DEMISED PREMISES" means the RECREATION AREAS and LEASED FACILITIES described and demised in said LONG-TERM LEASE.

3.28 "LESSOR" means the LESSOR of the DEMISED PREMISES in the LONG-TERM LEASE.

3.29 "MASTER MANAGEMENT FIRM" means a Florida corporation, its successors and assigns, which is the entity responsible for the co-ordination, operation and maintenance of the "COMMUNITY SERVICES and FACILITIES".

3.30 "COMMUNITY SERVICES and FACILITIES" means those areas and improvements thereon which the ASSOCIATION so designates and either conveys to the MASTER MANAGEMENT FIRM or designates the responsibility for maintenance or operation thereof to the MASTER MANAGEMENT FIRM and those services for each UNIT OWNER shall contract for the providing thereof with the MASTER MANAGEMENT FIRM. It is the intention of the ASSOCIATION to include therein certain facilities supplied for the benefit of the residents of that certain development known as CENTURY VILLAGE, Deerfield Beach, Florida, including, for the purpose of illustration, but not limited to, the providing of a security system, internal and external transportation system, maintenance of main roads, drainage and lake systems, lighting systems, swales, entrance ways and providing certain utility services within the development.

3.31 "MASTER ASSESSMENTS" means those sums due for the operation and maintenance of COMMUNITY SERVICES and FACILITIES from the UNIT OWNERS.

3.32 "MASTER MANAGEMENT AGREEMENT" means that certain Agreement for the operation, maintenance and management of the "COMMUNITY SERVICES and FACILITIES".

3.32 "MANAGEMENT FIRM" means a Florida corporation, its successors and assigns, being the entity to which the responsibility for the management of the CONDOMINIUM PROPERTY has been delegated by the ASSOCIATION.

3.33 "MANAGEMENT AGREEMENT" or "MANAGEMENT AGREEMENTS" and "MANAGEMENT FIRMS" means a reference to Agreements or Firms referred to in this Declaration,-or to any future Agreements or Firms that may pertain to the ASSOCIATION.

3.34 CHARGE means a charge levied by the ASSOCIATION against a UNIT OWNER.

3.35 CENTURY VILLAGE, Deerfield Beach, Florida, means all or part of those lands described in Exhibit A of that instrument recorded in the Official Record Book 4871, Page 974, Public Records of Broward County, Florida, and any other lands owned or acquired, whether or not contiguous, by the ASSOCIATION and designated and actually developed as CENTURY VILLAGE, Deerfield Beach, Florida.

3.36 "GUEST" means any person who is not a member of the family occupying a Unit, and who is physically present in, or occupies the Unit by invitation from the Owner or other legally permitted occupant, without requirement to contribute money, perform any service or provide any other consideration to the Owner or lessee in connection with occupancy of the Unit. A permanent occupant of a Unit shall not be considered a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting his lessee in the Unit.

3.37 "MEMBER" or "MEMBER OF THE ASSOCIATION" means a record owner of a Unit but shall not include persons who hold an interest merely as security for the performance of an obligation.

3.38 "SPECIAL ASSESSMENT" means any Assessments levied by the Board in addition to the Annual Assessments.

3.39 "VOTING CERTIFICATE" means voting certificate as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity responsible who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

3.40 "VOTING INTEREST" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to vote(s) in Association matters.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING, STORAGE AREAS.

4.1 INTEREST IN COMMON ELEMENTS. Each UNIT OWNER shall own, as in appurtenance to his UNIT, an undivided interest in the COMMON ELEMENTS as assigned thereto in EXHIBIT 1. The percentage of undivided interests of each UNIT shall not be changed without the unanimous consent of all owners of all of the UNITS (except as provided for in Paragraphs 2 and 16 hereof). No owner of any UNIT shall bring an action for partition or division of his undivided interest in the COMMON ELEMENTS.

4.2 BOUNDARIES. A UNIT consists of an individual apartment lying within the following boundaries:

4.2.1 HORIZONTAL BOUNDARY:

a. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the APARTMENT shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY -The horizontal plane of the undecorated finished ceiling.

(2) LOWER BOUNDARY -The horizontal plane of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

a. The perimetrical boundaries of the UNIT shall be the vertical planes of the undecorated finished interior of the walls bounding the UNIT extended to intersections with each other and with the UPPER and LOWER BOUNDARIES.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework

thereto. Exterior walls made of glass or glass fixed to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the UNIT and shall not be deemed a COMMON ELEMENT.

(2) Where a balcony, loggia, terrace, porch, stairway or other portion of the building or any fixture attached to the building serves only the UNIT being bounded, the perimetrical boundary shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

(3) The interior partitions within a UNIT are part of said UNIT.

4.2.3 WEIGHT BEARING STRUCTURES. Each UNIT shall not include the area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries.

4.2.4 MAINTENANCE EASEMENT. In addition to space within the horizontal and perimetrical boundaries, there shall be within each UNIT, as COMMON ELEMENTS, an easement through said UNIT for the purpose of providing maintenance, repair or services to the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishings of UTILITY SERVICES serving UNITS and the COMMON ELEMENTS.

a. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one UNIT, are appurtenant to such UNIT and are not part of the COMMON ELEMENTS.

4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors located on the roof of any building and the refrigerant and electrical lines running from such compressors to, and the air handler within the individual UNITS shall be deemed owned by the UNIT OWNERS and are not part of the COMMON ELEMENTS. Provided however, that any repairs to said Air Conditioning Units must be made by a licensed and insured contractor approved in advance by the Association and that no one should enter the roof area for repairs or maintenance without receiving advance approval by the Board.

4.3 AUTOMOBILE PARKING AREAS. After the filing of this DECLARATION, there shall be assigned to each UNIT the exclusive right to use one automobile parking space. All parking spaces are given identifying numbers and assigned to a corresponding Unit Number for each Unit. No parking space bears the same identifying number as any other. Such parking space shall be used only by the owner of such UNIT and such owner's guests and invitees, and shall constitute LIMITED COMMON ELEMENTS for the use and benefit of said UNIT. The assignment of such parking space shall be made by the ASSOCIATION, and the assignment thereof shall be final. At the time of assignment, the parking spaces shall convert from unassigned LIMITED COMMON ELEMENTS, as shown on EXHIBIT 1, to assigned LIMITED COMMON ELEMENTS. Use of the parking spaces not assigned to a UNIT and reassignment or conveyance of all parking spaces shall be as provided in this instrument, according to Section 9, according to the BY-LAWS, and according to any additional RULES AND REGULATIONS as promulgated by the Board of Directors from time to time. The Board shall have the power to promulgate RULES AND REGULATIONS regarding the use of guest spaces by UNIT OWNERS from time to time.

4.3.1 NO CHANGE IN COMMON EXPENSE. Upon the assignment of an exclusive parking space, the owner of such UNIT shall have the exclusive right to use the same without additional charge therefor by the ASSOCIATION. Nothing herein contained shall relieve any UNIT OWNER from any portion of

any assessment for COMMON EXPENSES, it being the intention hereof that the cost of maintenance and administration of all LIMITED COMMON ELEMENTS shall be included as part of the COMMON EXPENSES applicable to all UNITS for the purposes of assessment.

4.3.2 EXCLUSIVE RIGHT OF PARKING APPURTENANT TO UNIT. Upon the assignment of an exclusive right of parking, the same shall be an appurtenance to said UNIT and shall be encumbered by and subject to any mortgage then or thereafter encumbering said UNIT. Upon the conveyance or passing of title to the UNIT such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the COMMON ELEMENTS, appurtenant to such UNIT, passes.

4.3.3 UNASSIGNED PARKING. Parking spaces which have not been assigned shall be a part of the COMMON ELEMENTS. The Board of Directors of the ASSOCIATION shall have the power to promulgate reasonable RULES AND REGULATIONS regarding Common Element Parking from time to time.

4.4 STORAGE FACILITIES. There is contained on EXHIBIT 1 certain areas designated as storage areas for the use of the CONDOMINIUM and/or certain designated UNITS.

4.4.1 USE OF STORAGE SPACE AMONG UNIT OWNERS. The storage space shall be used in common among the UNITS as designated by the ASSOCIATION from time to time. The ASSOCIATION shall not be liable to any UNIT OWNER as a bailee or otherwise for the loss or damage to, or theft of any property stored therein except for such loss, damage or theft as may be covered by policies of insurance carried by the ASSOCIATION. The designation by the ASSOCIATION of A storage area to be used by a particular UNIT OWNER shall be governed by RULES AND REGULATIONS promulgated by the Board from time to time. Storage Areas which are assigned to a particular unit shall be considered a limited common element of the unit thus served and therefore all maintenance and repair responsibility shall be that of the UNIT OWNER. Each UNIT shall have one assigned storage cage. UNIT OWNERS holding multiple storage units may be grandfathered in under this provision, but new UNIT OWNERS after the date of this recording shall only have one assigned storage cage. Extra storage cages shall be available for the ASSOCIATION's storage purposes, and if used as thus, shall be considered a COMMON ELEMENT.

4.4.2 NO CHANGE IN COMMON EXPENSES. The designation by the ASSOCIATION of the storage area to be used by a particular UNIT OWNER shall be governed by the same provisions as the assignment of parking spaces as set forth in Paragraph 4.3.1 hereof.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS.

5.1 SUBDIVISION DIVISION OF UNITS. No UNIT may be divided or subdivided into a smaller UNIT or UNITS other than as shown on EXHIBIT 1 hereto, nor shall any UNIT, or portion thereof, be added to or incorporated into any other UNITS (except as provided in Paragraph 2 hereof).

5.2 COMMON ELEMENTS - CONVEYANCE. The undivided interest in the COMMON ELEMENTS and COMMON SURPLUS is declared to be appurtenant to each UNIT and shall not be conveyed, devised, encumbered or otherwise dealt with separately from said UNIT. The undivided interest in COMMON ELEMENTS and COMMON SURPLUS appurtenant to each UNIT shall be deemed conveyed, devised, encumbered or otherwise included with the UNIT even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with the UNIT.

5.3 EXCHANGE OF PARKING SPACES. UNIT OWNERS may, with the consent of the ASSOCIATION, exchange with each other the LIMITED COMMON ELEMENT constituting an exclusive parking space, PROVIDED, HOWEVER, that there must always remain appurtenant to each UNIT one such exclusive parking space. This exchange will be noted on the records of the ASSOCIATION.

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The COMMON ELEMENTS are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the UNIT OWNERS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all UNITS.

6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLECT ENCROACHMENTS. In the event that any UNIT, COMMON ELEMENT or LIMITED COMMON ELEMENT shall encroach upon any other UNIT, COMMON ELEMENT or LIMITED COMMON ELEMENT for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist. In the event a portion of the CONDOMINIUM PROPERTY is partially or totally destroyed and then rebuilt, and any encroachment is occasioned thereby for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for the continuance of such encroachment for so long as such encroachment shall naturally exist. Should a discrepancy exist between the measures shown in EXHIBIT 1 attached hereto and the actual measurement to any point of reference, the actual measurement shall govern.

6.3 UTILITY AND SERVICE EASEMENTS. Utility easements are reserved, or may be granted to the proper governmental authority, through the CONDOMINIUM PROPERTY as may be required for UTILITY SERVICE (construction and maintenance) in order to adequately serve the CONDOMINIUM. The ASSOCIATION has the power, without the joinder of any Owner, to grant easements such as electric, gas, cable television and other telecommunications, or other utility or service easements including in favor of ambulance or emergency vehicles, mail carrier companies and all governmental and quasigovernmental authorities, and drainage easements, or with respect to security surveillance or communication, or relocate any existing easements, in any portion of the Common Elements and ASSOCIATION Property, and to grant access easements or relocate any existing access easements in any portion of the Common Elements and ASSOCIATION Property, as the ASSOCIATION shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. Easements through a Unit shall be only according to the plans and specifications for each building containing the Unit or as each building is constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the Unit. The ASSOCIATION may also transfer title to utility-related equipment, facility or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility.

6.4 INGRESS AND EGRESS. An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the COMMON ELEMENTS; and for vehicular traffic over, through and across such portions of the COMMON ELEMENTS as, from time to time, may be paved and intended for such purposes.

6.5 ASSOCIATION EASEMENTS. The Condominium ASSOCIATION shall have the irrevocable right of access into any Unit during reasonable hours when necessary to make emergency repairs and, after notice to the Owner, to do other work necessary for the proper maintenance, repair, or replacement of any Common Elements.

6.6 SUPPORT OF ADJACENT STRUCTURES. In the event that any structure(s) is constructed so as to be connected in any manner to the Buildings, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility: lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property or ASSOCIATION Property (provided that the use of this easement shall not unreasonably interfere with the structure. operation or use of the Condominium Property).

6.7 AIR SPACE. Each Unit shall have an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered.

6.8 USE. The use of any easement by an UNIT OWNER shall be subject to all of the PROVISIONS OF THIS DECLARATION and the LONG-TERM LEASE as the same may exist from time to time.

6.9 ACCESS. The ASSOCIATION has provided covenants to provide, either by way of perpetual private easements or publicly dedicated right of way, access to the CONDOMINIUM for ingress and egress to one of the major entrances and exits to CENTURY VILLAGE, Deerfield Beach, Florida. All easements so provided, whether on CONDOMINIUM PROPERTY or otherwise, shall be for the benefit of all persons residing on so much of the lands described in Exhibit A of that certain Memorandum of Agreement dated January 21, 1972 and recorded in Official Record Book 4871, Page 974, Public Records of Broward County, Florida, as are actually included in CENTURY VILLAGE, Deerfield Beach, Florida, and any additions thereto, and for all other persons designated by the ASSOCIATION.

6.10 MAINTENANCE OF EASEMENTS. The ASSOCIATION shall have the unequivocal right to grant ~~such~~ easements (ingress, egress and maintenance) to such parties, including the MASTER MANAGEMENT FIRM, as the ASSOCIATION deems fit, over the traffic ways as contained in the parking areas and those portions of the lakes, lagoons, canals, and waterways as are contained on the CONDOMINIUM PROPERTY. If such easement is granted, the portion thereof that falls within the confines of the CONDOMINIUM PROPERTY is designated as shown on EXHIBIT 1 attached hereto and shall be governed by the language thereon. The responsibility for the maintenance of the easements designated on EXHIBIT 1 being granted over parking areas, lakes, lagoons, canals or waterways, if any, shall be as provided for therein, and if no such provision is made, the ASSOCIATION shall be responsible for the maintenance and care thereof. The ASSOCIATION, or its designee, shall have the right to enter the CONDOMINIUM PROPERTY for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the ASSOCIATION grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on EXHIBIT 1, the same shall automatically be part of the easements provided therein as if originally set forth.

6.11 WATER, GARBAGE and SEWER SERVICE. In order to provide the CONDOMINIUM with adequate water, sewage and garbage disposal service, MASTER MANAGEMENT FIRM shall have the exclusive right to contract for the providing of the services to the CONDOMINIUM and the UNIT OWNERS with the City of Deerfield Beach; Florida, or any other governmental agency, and the UNIT OWNERS agree to pay the charges therefor and to comply with all of the terms and conditions thereof.

6.12 ADDITIONAL EASEMENTS. The ASSOCIATION reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the CONDOMINIUM PROPERTY, at any time, for any purpose, without the joinder of the ASSOCIATION or any UNIT OWNERS whomsoever, provided, that set easements so created shall not cause a diminution of parking spaces or cause the taking of part of the actual building. However, if requested, the ASSOCIATION and UNIT OWNERS shall join in the creation thereof.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each UNIT shall share in the COMMON SURPLUS and be liable for the COMMON EXPENSES (except those assessable to less than all UNITS) in the same percentage as the percentage representing the undivided interest of each UNIT in the COMMON ELEMENTS; provided, however, that rent due under the LONG-TERM LEASE shall be shared as provided therein. The right to share in the COMMON SURPLUS does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the CONDOMINIUM.

8. ADMINISTRATION OF THE CONDOMINIUM: THE ASSOCIATION, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS, VOTING.

8.1 THE ASSOCIATION. The ASSOCIATION, a non-profit Florida corporation, has been organized to provide for the administration of the CONDOMINIUM PROPERTY. Said ASSOCIATION shall administer the operation and management of the CONDOMINIUM PROPERTY and undertake and perform all acts and duties incident thereto in accordance with the provisions of this instrument. A copy of the ARTICLES OF INCORPORATION and BY-LAWS of said ASSOCIATION are annexed hereto and made a part hereof as EXHIBITS 3 and 4, respectively.

8.2 MEMBERSHIP. Each UNIT OWNER shall automatically become a member of the ASSOCIATION upon his acquisition of title to any UNIT. The membership of such UNIT OWNER shall terminate automatically upon said UNIT OWNER being divested of title to such UNIT, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any UNIT shall be entitled, by virtue thereof, to membership in the ASSOCIATION or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION. In the administration of the CONDOMINIUM, the ASSOCIATION shall have, and is hereby granted, the authority and power, to enforce the provisions of this DECLARATION, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate, and enforce such RULES AND REGULATIONS governing the use of the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS as the Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM. The ASSOCIATION shall have all the powers and duties set forth in the CONDOMINIUM ACT and the CONDOMINIUM DOCUMENTS.

8.4 REPORTS TO MEMBERS AND LESSOR. The ASSOCIATION shall maintain accounting records according to good accounting practices, which shall be open to inspection by an expert employed by, and that the cost and expense of, the UNIT OWNERS and that such reasonable times as the ASSOCIATION shall agree; provided, however, such inspection cannot be made more than once during any calendar year. When this function is delegated to the MANAGEMENT FIRM, the terms of the MANAGEMENT AGREEMENT shall govern. The LESSOR shall have continuous reasonable access to the records of the ASSOCIATION. Written summaries of the accounting records of the ASSOCIATION shall be supplied annually to each UNIT OWNER and the LESSOR. The accounting records of the

ASSOCIATION shall include a record of all receipts, expenditures and an account for each UNIT which shall designate the name and address of the UNIT OWNER, and the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid on the account, and the balance due.

8.5 REPORTS TO LENDERS. So long as an INSTITUTIONAL MORTGAGEE of any UNIT is the owner or holder of a mortgage encumbering a UNIT in the CONDOMINIUM, the ASSOCIATION shall furnish said INSTITUTIONAL MORTGAGEE with one (1) copy of the Annual Financial Statement and Report of the ASSOCIATION pertaining to the UNIT upon which the mortgage is held, provided said INSTITUTIONAL MORTGAGEE requests same.

8.6 VOTING. Each UNIT OWNER shall be entitled to one (1) vote for each UNIT owned. The vote of each UNIT OWNER shall be governed by the provisions of the BY-LAWS.

8.7 MANAGEMENT AGREEMENT. The ASSOCIATION may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the CONDOMINIUM PROPERTY and may delegate to such contractor or manager such of the powers and duties of the ASSOCIATION as the ASSOCIATION and such person, firm or corporation shall agree.

a. Any MANAGEMENT AGREEMENT shall have a maximum length of two (2) years and shall provide for termination by either party without cause and without penalty on not less than sixty (60) days' written notice.

8.8 CONSTRUCTION OF POWERS. All references and grants of power or authority to the ASSOCIATION or Board of Directors, including the power to discharge said responsibility and to enforce the ASSOCIATION's legal rights for the purposes of this DECLARATION, shall be deemed as grants of power and authority directly to the MANAGEMENT FIRM for such period of time as the MANAGEMENT AGREEMENTS exists, and only thereafter, to the ASSOCIATION. This provision shall not be construed as finding the MANAGEMENT FIRM to perform all the duties of the ASSOCIATION but only those which shall be specified in the MANAGEMENT AGREEMENT. For the purpose of this DECLARATION, all references herein to the ASSOCIATION for the rights, duties and powers are encompassed by the MANAGEMENT AGREEMENT shall be deemed to read "The MANAGEMENT FIRM for so long as the MANAGEMENT AGREEMENT shall exist, and, thereafter, the ASSOCIATION". Nothing in this instrument shall be deemed to make the MANAGEMENT FIRM liable for any expenses or costs for which the ASSOCIATION and/or UNIT OWNERS are liable.

8.9 MASTER MANAGEMENT AGREEMENT. The ASSOCIATION shall, if requested, collect for the benefit of the MASTER MANAGEMENT CORPORATION all sums due by virtue of the MASTER MANAGEMENT AGREEMENT and remit the same to the MASTER MANAGEMENT CORPORATION.

9. USE AND OCCUPANCY.

9.1 RESIDENTIAL USE. Each UNIT is hereby restricted to residential use as a single-family residence by the owner or owners thereof, their immediate families, guests and invitees. No more than two (2) persons shall occupy a unit at any one time. or as promulgated by HUD standards, unless the Board of Directors shall allow a hardship exception.

9.2 OWNERSHIP BY CORPORATION. In the event that a CORPORATION is a UNIT OWNER, said corporation shall, prior to the purchase of such UNIT, designate the person who is to be the permanent OCCUPANT of such UNIT. Such corporation shall not thereafter have the right to designate other persons

as the OCCUPANTS of such UNIT, whether in substitution of or in addition to the persons initially designated, except with the approval of the ASSOCIATION given pursuant to the provisions of Paragraph 12 hereof. All provisions of this instrument shall apply to such designated OCCUPANTS as though they had the title to such UNIT and the corporation owning such UNIT shall be bound thereby.

9.3 GENERAL USE RESTRICTION. No person shall use the COMMON ELEMENTS, CONDOMINIUM UNIT, CONDOMINIUM PROPERTY or any parts, thereof, in any manner contrary to the TERMS OF THIS INSTRUMENT.

9.4 USE OF PORCHES AND BALCONIES.

a. Nothing shall be placed in or on the porches and balconies that could fall or cause injury.

b. Beginning with a hurricane watch and ending when the storm danger is passed, all movable objects shall be cleared from porches and balconies. Furthermore, UNIT OWNERS and occupants must remove all furniture, movable objects from patios prior to their leaving for the season or for any extended period. Any owner who fails to abide by the foregoing shall entitle the ASSOCIATION to enter the porch and balconies and remove same, whereupon the ASSOCIATION shall levy a CHARGE against the UNIT OWNER concerned, which CHARGE shall be collectible as CHARGES are collected under Paragraph 14 of this Declaration.

c. No laundry, bathing suits, towels, carpets, or other items shall be hung or displayed on or from any patio.

d. No Propane Tanks shall be permitted except for the tank owned by the ASSOCIATION on the common area patio.

e. Barbeque Grills are not allowed except for the tank owned by the ASSOCIATION on the common area patio. The Board may promulgate additional RULES AND REGULATIONS regarding use of this Barbeque Grill from time to time.

f. No decoration of a porch or balcony shall be permitted if the Board of Directors deems it to be unsightly.

9.5 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the CONDOMINIUM PROPERTY, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be the same as the responsibility for maintenance and repair of the property concerned.

9.6 PETS. No animals shall be kept or harbored on the CONDOMINIUM PROPERTY unless the Board has specifically allowed it. Indoor cats, birds and fish shall be permitted up to two (2) pets per unit. No other animals shall be kept or harbored on the CONDOMINIUM PROPERTY without the written consent of the ASSOCIATION. Such consent, if given, may be upon such conditions as the ASSOCIATION may prescribe and such consent shall be deemed provisional and subject to revocation at any time. When notice of revocation or removal of any pet is given, said pet shall be removed within twenty-four hours of the giving of the notice.

a. Pursuant to all applicable Federal and State laws, a UNIT OWNER or resident may make a request to the ASSOCIATION for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a unit, provided that the requesting owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the owner/resident impairs a major life activity, and the specific manner in which the animal will allow the owner/resident an equal opportunity to use and enjoy his or her unit and assist in treating the disability. An owner/resident desiring to maintain an emotional support/service animal must obtain the approval of the Board prior to bringing the animal to the Condominium and must fill out and return in a timely manner any application or other forms as required by the ASSOCIATION. Any animal causing a nuisance or unreasonable disturbance shall be permanently removed from the property within twenty-four hours upon written notice from the Board.

9.7 VENDING MACHINES; LAUNDRY MACHINES. The ASSOCIATION shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending and laundry machines, including, but not limited to, washing machines, dryers, dry cleaning machines and machines of an allied nature and the exclusive right to offer services for off-premises dry cleaning, laundry, pressing and tailoring and other allied services within the CONDOMINIUM PROPERTY on areas designated for such services. No UNIT OWNER shall, unless authorized in writing by the ASSOCIATION, install, operate or maintain a washing machine and/or dryer within the confines of his UNIT. The Board of Directors has the power to promulgate new RULES AND REGULATIONS regarding the use of laundry machines.

9.8 NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other UNIT OWNERS or which interferes with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by the UNIT OWNERS is permitted. No UNIT OWNER or OCCUPANT shall permit or suffer anything to be done or kept upon the CONDOMINIUM PROPERTY or his UNIT which will increase the rate of insurance on the CONDOMINIUM.

No portion of the UNITS, limited common elements or Condominium property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the units or the limited common elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding properties. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. No UNIT OWNER or resident shall play (or permit to be played, in his unit, in the limited common elements or Condominium property) any musical instrument, television, radio or the like in a way that unreasonably disturbs or annoys other UNIT OWNERS or occupants. No vocal or instrumental practice is permitted during the hours from 11:00 p.m. through 8:00 a.m. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the units, or any other portions of the Condominium property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Condominium property.

9.9 OCCUPANCY OF UNITS PURSUANT TO THE FAIR HOUSING ACT AND CHILDREN. To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as Ventnor H Condominium was designed as Housing for Older Persons fifty-five (55) years of age or over, it shall be required, as of the effective date, at least one person fifty-five (55) years of age or older must continue to occupy the unit. Owners and their spouse or partner, adult children or adult grandchildren ages nineteen (19) years of age or older may reside in any unit as long as at least one of the

occupants is over fifty-five (55) years of age. Notwithstanding same, the Board, in its sole discretion, shall have the right to establish hardship exceptions to permit owners, their family and guests between the ages of nineteen (19) and fifty-five (55) to occupy units, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than eighty percent (80%) of the units in the Condominium having less than one occupant fifty-five (55) years or older. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the afore-stated percentages of adult occupancy. No person under nineteen (19) years of age shall be permitted to reside in any UNIT except that such persons, under the age of nineteen (19) years may be permitted to visit and reside for reasonable periods not to exceed two (2) consecutive weeks on any one occasion and thirty cumulative (30) days in any calendar year.

9.10 SMOKING. Smoking shall not be permitted by any new UNIT OWNERS. No smoking of any type or kind shall be permitted in the Common Areas.. Smoking shall be permitted within a UNIT with the windows closed so long as no smell and/or smoke shall migrate to any other portions of the Condominium property. If smoking by any UNIT OWNER, Resident or Guest occurs in an unapproved area or is deemed a nuisance by the Board of Directors, the Board may impose fines or take other legal action as permitted by this Declaration or by Florida Statutes on any UNIT OWNER or UNIT in violation.

9.11 RULES AND REGULATIONS. All UNIT OWNERS and other persons shall use the CONDOMINIUM PROPERTY, "COMMUNITY SERVICES and FACILITIES," and the DEMISED PREMISES in accordance with the RULES AND REGULATIONS promulgated by the entity in control thereof and the PROVISIONS of this INSTRUMENT.

9.12 INITIAL RULES AND REGULATIONS. The initial RULES AND REGULATIONS for the use of the CONDOMINIUM PROPERTY are set forth in the BY-LAWS of the ASSOCIATION attached hereto as EXHIBIT 4, and the same shall be deemed effective until amended as provided therein.

9.13 SIGNS. No signs of any type shall be maintained, kept, or permitted on any of the Properties, including UNITS (interior or exterior) such that they may be viewed from the Common Elements, LIMITED COMMON ELEMENTS, or other UNITS. This prohibition shall not be applicable to the LONG-TERM LESSOR.

Exceptions: The following shall not violate this Article:

- a. Official notice of the ASSOCIATION.
- b. One lockbox on the front door of the UNIT shall be permitted.
- c. A business card may be displayed from the interior of the windows of the UNITS.

9.14 NO BUSINESS ACTIVITY. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted, or conducted on the Properties, including UNITS.

a. Provisos. Notwithstanding the foregoing to the contrary:

(1) Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall still be prohibited.

(2) The practice of leasing UNITS by the ASSOCIATION shall not be considered a business activity under this Section 9.

(3) The business of operating the ASSOCIATION shall not be considered as business activity under this Article.

9.15 TRASH AND GARBAGE. No trash shall be discarded on any part of the Condominium property except into a designated container for trash. All garbage and rubbish must be securely tied in plastic bags prior to being disposed of in the garbage chutes. Bulk trash shall never be allowed to remain in any of the public areas of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities and to the RULES AND REGULATIONS of the ASSOCIATION, as amended from time to time.

9.16 USE OF UNITS IN ABSENCE OF THE OWNER OR OCCUPANT; GUEST USE.

a. Each owner or resident, as applicable, shall notify the ASSOCIATION of any periods of time during which the unit becomes unoccupied. As used only in this Article, the term, "unoccupied" is defined to mean any intended absence of all permanent residents of the UNIT, for a period in excess of fourteen (14) days. In the event a unit is left "unoccupied," said owner or resident shall follow proper check-out procedures as promulgated by the Board of Directors from time to time including having the unit inspected every two (2) weeks by a person designated by the owner or Resident for such purposes. The name and contact information of the designated party should be given to the ASSOCIATION for purposes of an emergency. Further, when a UNIT is left unoccupied and a vehicle is left on the property, the UNIT OWNER or resident shall leave a spare car key on the counter of the UNIT so that the vehicle may be moved in the event of an emergency.

b. The only Guests which may occupy a UNIT in the absence of the host (UNIT OWNER or Resident) are Related Guests; no other Guests may do so. Owners must notify the Board of any guests that will occupy the UNIT in their absence, prior to arrival who must be approved in advance by the Board. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question. Notwithstanding the definition of "occupy" in any previous provisions above, "occupy" in this provision means use of the UNIT for any duration. A "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents in law, brothers and sisters, and in each case the spouse of such relative. This provision shall not preclude the use of the UNIT by persons or firms providing service to the unit. Guests may not remain on the premises for more than fourteen (14) consecutive days or thirty (30) cumulative days in a year without the express approval of the Board, who shall have the right to screen said Guests, and who shall further have the right to deny Guests.

9.17 NO SOLICITATION. No business solicitation whatsoever is permitted in the CONDOMINIUM, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the ASSOCIATION. This shall not preclude an owner from inviting a person or firm to enter the CONDOMINIUM for the purpose of contracting business with the owner. This prohibition shall not be applicable to the LONG-TERM LESSOR.

9.18 VEHICLES.

Each unit shall be allowed one (1) vehicle, or at the Board's discretion up to two (2) vehicles, unless otherwise determined by the Board of Directors.

a. In order to maintain the high standards of the properties with respect to residential appearance, the following vehicles ARE PERMITTED to be parked in or around the properties of the Ventnor H Condominium ASSOCIATION, Inc.:

(1) Passenger automobiles inclusive of residential pick-up trucks, with no ladder or ladder racks, no signs and no visible storage.

(2) Passenger vans, including mini-vans, that are not a commercial vehicle as defined below; which contains windows on the rear of a vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating; and are no longer than two hundred and twenty (220) inches in length (bumper to bumper) and no wider than eighty (80) inches, not including mirrors.

(3) Jeeps. Broncos, Range Rovers, Expeditions or other similarly designed SUV passenger vehicles used by the owner as their primary mode of transportation and no wider than eighty (80)-inches, not including mirrors.

(4) Motorcycles and Mopeds.

(5) Bicycles, which must be properly stored in the ASSOCIATION designated bike rack or inside the unit at all times.

(6) Golf carts, with Board Approval. The Board shall have the power to promulgate restrictions for use and parking of golf carts from time to time.

b. In order to maintain the high standards of the properties, the following vehicles ARE STRICTLY PROHIBITED from being parked or stored in or around the Common Elements unless prior approval has been given by the Board of Directors. The Board of Directors has the power to establish common element parking for the benefit of certain oversized vehicles and has the power to promulgate new RULES AND REGULATIONS regarding parking and permitted vehicles from time to time.

(1) All vehicles longer than two hundred and twenty (220) inches in length (bumper to bumper) and wider than eighty (80) inches.

(2) Commercial vehicles, (including automobile, vans trucks. etc. used for commercial purposes) conversion vans and enclosed vans unless prior Board Approval is obtained. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

(3) The following prohibited vehicles include: agriculture vehicles: dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing unless specified below; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined above in this document; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached to the truck chassis: motor homes or motor houses; boat and boat trailers; motor vehicles that are an eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies or PODS: passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires.

c. The following additional regulations apply:

(1) All vehicles must be parked in their designated parking spot as promulgated by the Board from time to time.

(2) No motor vehicles, including moving vans, shall be parked at any time on the grass/swales (except for landscaping equipment at the direction of the Board of Directors).

(3) All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

(4) Vehicles are prohibited from displaying any commercial signage.

(5) No repairs {including changing of oil) of a vehicle shall be made on Condominium property except for minor repairs necessary to permit removal of a vehicle.

(6) Vehicle washing is prohibited.

(7) Removal of oil spots left on the pavement by vehicles shall be the responsibility of the UNIT OWNER and any damage may be chargeable to the UNIT OWNER'S UNIT by the ASSOCIATION.

(8) Any violations of the above will be subject to tow by the Board of Directors or designated representatives without further notice to the vehicle owner and at vehicle owner's expense.

(9) The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions therein contained. The Board of Directors may grant exceptions to the above restrictions for fair housing purposes and for vehicles which are parked or stored on a temporary basis only between the hours of 7am and 7pm. The Board of Directors may promulgate additional RULES AND REGULATIONS regarding vehicles from time to time.

d. Remedy of Towing. If upon the ASSOCIATION'S provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Condominium, the ASSOCIATION shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the ASSOCIATION incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the owner for himself/ herself or as the owner of the vehicle for his/her family, residents, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a CHARGE, which shall be collectible by the ASSOCIATION as CHARGES are collected under this Declaration.

e. Alternative/Concurrent Remedies. Whether or not the ASSOCIATION exercises its right to have the vehicle so towed, the ASSOCIATION shall nonetheless have the right to seek compliance with this Article by Injunctive and other relief through the Courts; and/or any other remedy conferred upon the ASSOCIATION by law or the Condominium Documents. The ASSOCIATION'S right to tow shall in no way be a condition precedent to any other remedies available to the ASSOCIATION incident to the enforcement of this Article.

9.19 LIGHTING. The use and nature of all cameras and exterior electrical outlets must be first approved in writing by the Condominium ASSOCIATION. Holiday lights shall be permitted only between Thanksgiving Day and January 31" but shall not be attached to the exterior of the building. The Board shall have the power to create RULES AND REGULATIONS regarding holiday or patio lighting from time to time.

9.20 NO IMPROPER USE. No improper, offensive, hazardous, or unlawful use shall be made of the Condominium property or any part thereof, and all valid laws, zoning, ordinances, and regulations of all governmental bodies having jurisdiction thereover shall be observed. Notwithstanding the foregoing, and any provisions of this Declaration, the Articles of Incorporation, the By-Laws the Condominium ASSOCIATION shall not be liable to any person(s) for its failure to enforce these provisions. No flammable, combustible or explosive fluids, chemicals, or other substances may be kept in any unit, limited common elements or on any other portions of Condominium property except such as are generally used for normal household purposes. No Tankless Hot Water Heaters shall be permitted.

10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS.

10.1 MAINTENANCE BY ASSOCIATION. The ASSOCIATION, at its expense, shall be responsible for and shall maintain, repair and replace all of the COMMON ELEMENTS, including elevators and those portions within the boundaries of a UNIT which contribute to the support of the building, and the exterior lighting of the UNITS, and all conduits, ducts, plumbing, wiring and other facilities constituting a part of the COMMON ELEMENTS for the furnishing of UTILITY SERVICE to both the UNITS and the COMMON ELEMENTS. The ASSOCIATION'S lift shall also be considered COMMON ELEMENTS to be maintained by the Association.

10.1.1 EXTERMINATING. The ASSOCIATION shall be responsible to provide pest control to the Condominium property and to the exterior and the interior of the UNITS. UNIT OWNERS may not restrict access for interior extermination. The Board of Directors shall create reasonable schedules and RULES AND REGULATIONS for exterminating. In the event a building must be "tenting," the ASSOCIATION shall be responsible only for the cost of the actual tenting, and not for an owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the unit due to the tenting process. All owners and occupants shall be responsible to remove themselves, their animals and their perishable items upon reasonable notice by the ASSOCIATION, in order for tenting to be effected. Any UNIT OWNER (for himself and/or for his residents and other occupants) who fails to so cooperate in tenting or general exterminating shall be liable to the ASSOCIATION for damages caused by delays and otherwise. The ASSOCIATION shall be entitled to a preliminary injunction order requiring compliance with this Article.

10.2 LIMITATION UPON LIABILITY OF ASSOCIATION AND MANAGEMENT FIRM. Notwithstanding the duty of the ASSOCIATION and the MANAGEMENT FIRM to maintain and repair parts of the CONDOMINIUM PROPERTY, they shall not be liable to UNIT OWNERS for injury or damage, whether caused by any latent condition of the property to be maintained and repaired by them, natural elements, other persons, or caused by any other reason whatsoever.

10.3 MAINTENANCE BY UNIT OWNER. The UNIT OWNER shall, subject to other provisions of this DECLARATION, maintain, repair and replace, at his expense, all portions of his UNIT including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dish-washers and other appliances, drains, pipes, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and other portions of his UNIT.

The UNIT OWNER shall maintain and repair the air conditioning compressor, refrigerant and electrical line appurtenant to his UNIT.

Further, the UNIT OWNER shall be responsible for the porch or balcony floor covering (as needed) including the painting of the slab (if any) and sealing the porch or balcony flooring. Porch lights shall be maintained by the UNIT OWNER. Painting of the front entry door or the exterior of the UNIT must first be approved by the Board of Directors. No inside/outside carpeting shall be permitted on the patio and the UNIT OWNER shall be fully responsible for all damage caused by the UNIT OWNER'S flooring. The UNIT OWNER shall be responsible to maintain the patio enclosures, hardware, frames and casings, and the sliding glass doors. Pressure washing, as needed, shall be the responsibility of the UNIT OWNER. Further, maintenance, repair and replacement of the hurricane shutters or other hurricane protection is the responsibility of the UNIT OWNERS, as specified in Section 10.8. In addition, the obligation to maintain and repair any air conditioning and heating equipment, plumbing or electrical feeds, conduits, fixtures, ducts, or other items of property which service one particular unit (to the exclusion of other units) shall be the responsibility of the applicable UNIT OWNERS, individually, and not the ASSOCIATION, without regard to whether such items are included within the boundaries of the units. The Board shall have the power to promulgate RULES AND REGULATIONS regarding maintenance and permitted design of hot water heaters from time to time.

10.3.1 MAINTENANCE TO UNITS ON THE SECOND FLOOR AND ABOVE. Any Owner wishing to install any hard surface flooring materials (including but not necessarily limited to ceramic tile, marble and wood) in areas other than the kitchen and baths, is required to ensure that a sound control underlayment system is used which insulates against noise transmission. Installation of the sound control underlayment system shall include provisions for a perimeter isolation material which will insure that impact noises are not transmitted into other Unit(s) either directly through the floor or by planking through the surrounding walls.

10.4 LIABILITY OF UNIT OWNER. Should a UNIT OWNER undertake unauthorized additions and modifications to his UNIT, or refuse to make repairs as required, or should a UNIT OWNER cause any damage to the COMMON ELEMENTS, the ASSOCIATION may make such repairs or replacements and the ASSOCIATION shall have the right to levy a CHARGE against the said UNIT OWNER, which CHARGE shall be collectible as CHARGES are collected under Section 14 of this Declaration. In the event a UNIT OWNER threatens to or violates the provisions hereof, the ASSOCIATION shall also have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof.

10.5 ALTERATIONS AND ADDITIONS BY UNIT OWNERS. No UNIT OWNER shall make or permit to be made any material alteration, addition or modification to his UNIT without the prior written consent of the ASSOCIATION. No UNIT OWNER shall cause the balcony or terrace which is abutting, or part of, his UNIT to be enclosed or cause any improvements or changes to be made therein or on the exterior of the building, including painting or other decoration, without the written permission of the ASSOCIATION. No UNIT OWNER shall cause to be made any modification or installation of electrical wiring, television antenna systems (unless permitted by law) or connections whether inside or outside the UNIT, or in any manner change the appearance of any portion of the CONDOMINIUM PROPERTY. No UNIT OWNER may cause any material puncture or break in the boundaries of his UNIT (including the interior partition wall) without the written permission of the ASSOCIATION. No UNIT OWNER shall remove the interior partition wall in his UNIT without prior approval from the Board of Directors and proper permits from the city. The window covering and screens in the UNITS shall be a neutral color or such as the Board of Directors shall approve, and the Board shall have the right to create RULES AND REGULATIONS regarding windows and screens from time to time.

10.6 BOARD APPROVAL. No unit owner shall make or cause to be made any structural addition or alteration to his unit, limited common elements, Condominium property or to the common elements without the prior written approval of the Board of Directors of the Association. Alterations shall include changing of water heaters, electric a/c, as well as any structural additions. The Board shall have the obligation to answer, in writing, any written request by a unit owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor or subcontractor to perform the work and requiring the unit owner to obtain insurance naming the Association as additional insureds containing such limits, deductibles, terms and conditions as are determined by the Board in its sole discretion. All Contractors performing work on Condominium property must be licensed and insured. The Association has the right to require proof of license and insurance, and to refuse to permit any vendor not meeting such requirements access to the property.

10.7 ALTERATION AND ADDITIONAL REGULATIONS. The proposed additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Condominium Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Condominium Association shall have the right to enter into a unit at reasonable times upon reasonable advance notice in order to prevent damage to the other units and/or to the Common Elements. Once approved by the Board of Directors, such approval may not be revoked. A unit owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association and all other unit owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Condominium property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Condominium Association or this Declaration. The Condominium Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Condominium Association. Neither the Condominium Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by submission of same, and any owner, by acquiring title to same, agrees not to seek damages from the Condominium Association arising out of the Condominium Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Condominium Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each owner (including the successors and assigns) agrees to indemnify and hold the Condominium Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Condominium Association hereunder.

10.8 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the owner of a UNIT is responsible is made necessary by any loss covered by insurance maintained by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION shall be used for the purpose of making such maintenance, repair or replacement. The UNIT OWNER shall be required to pay all of the costs thereof that exceed the amount of insurance proceeds.

10.9 LIMITATION ON ALTERATIONS OR ADDITIONS. The Board of Directors shall have the power, without the vote of the members, to repair, alter, maintain and improve the Common Elements. However, if the alteration or improvement is "material," the alteration or improvement, no matter the cost, must be ratified by an affirmative vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the ASSOCIATION. The term "material" as used in this Section means the following: To palpably or perceptively vary or change the form, shape, elements or specifications of a component from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

10.10 LIMITED BENEFIT. Where any alteration or addition is exclusively or substantially exclusively for the benefit of a UNIT OWNER(S) requesting the same, excluding normal repairs to COMMON (or LIMITED COMMON) ELEMENTS, then the cost of such alteration or addition shall be assessed against and collected solely from such UNIT OWNER(S). The assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the ASSOCIATION. The limitation contained in Paragraph 10.9 shall not apply where such UNIT OWNER(S) deposit the entire cost of such alteration or addition with the ASSOCIATION.

10.11 HURRICANE SHUTTERS ON PORCHES OR BALCONIES. Notwithstanding anything in this Declaration to the contrary, each UNIT OWNER may install hurricane shutters serving the OWNER'S UNIT. The hurricane shutters shall be consistent with the guidelines and specifications established by the Board of Directors and in effect at the time of installation and must be in compliance with the applicable current building code. UNITS which have hurricane shutters, but which do not meet the applicable code provisions in effect at the time of recordation of this amendment, shall be required to comply with the requirements of this paragraph and the OWNERS must replace the shutters with shutters that meet the Board's specifications and the current code requirements. The cost of installing, maintaining, repairing, replacing and operating the hurricane shutters shall be the responsibility of each UNIT OWNER. All hurricane shutter installations must have prior written approval from the Board of Directors, which may be conditioned upon the submission of appropriate plans and specifications evidencing that the proposed installation will conform to the ASSOCIATION's guidelines and specifications and the applicable code requirements. Hurricane Shutters must be white in color. All hurricane shutters installed must be maintained, repaired and replaced by the UNIT OWNER, so as to be in good working order at all times. All hurricane shutters must be closed and secure whenever the Unit is not occupied during hurricane season {June 1- November 30). A UNIT OWNER who fails to order and install approved hurricane shutters within the required time frame or who fails to properly close and secure or maintain, repair or replace the hurricane shutters as required herein, shall be deemed to authorize the ASSOCIATION, after reasonable written notice from the ASSOCIATION. except in the event of an emergency when immediate action is needed to protect the condominium property or the residents thereof, to perform any necessary operation (including closing and securing the shutters), installation, maintenance, repair or replacement thereof, which shall be done at the expense of the UNIT OWNER and which shall be secured by a lien against the UNIT enforceable in the same manner as the lien for any other assessment levied by the ASSOCIATION, which lien shall also secure interest, costs and attorneys' fees. The ASSOCIATION shall have the authority to schedule and conduct inspections of all UNITS on an annual basis or at such times as the Board determines such inspections to be necessary and proper in order to protect the interests of the ASSOCIATION and to ensure that all shutters are installed and functioning properly. The Board of Directors shall have the power to promulgate RULES AND REGULATIONS regarding hurricane shutters from time to time.

10.12 RIGHT OF ENTRY BY ASSOCIATION AND LESSOR. Whenever it is necessary to enter any UNIT for the purpose of inspection, including inspection to ascertain a UNIT OWNER'S compliance with the provisions of this DECLARATION or the LONG-TERM LEASE, or for performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS or UNIT, the UNIT

OWNER shall permit an authorized agent of the ASSOCIATION or LESSOR to enter such UNIT, or to go upon the COMMON ELEMENTS, PROVIDED, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergencies such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The UNIT OWNERS acknowledge that the ASSOCIATION has retained a master pass key to all of the UNITS in the CONDOMINIUM. Each UNIT OWNER does hereby appoint the ASSOCIATION as his agent for the purposes herein provided and agrees that the ASSOCIATION and LESSOR shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

11. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY.

11.1 RESPONSIBILITY. If any taxing authority levies or assesses any Tax or Special Assessment against the CONDOMINIUM PROPERTY as a whole, and not the individual UNITS, the same shall be paid as a COMMON EXPENSE by the ASSOCIATION and assessed to the UNIT OWNERS. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each parcel.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by the ASSOCIATION and shall be a COMMON EXPENSE.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residences who are financially and socially responsible and thus protect the value of the CONDOMINIUM PROPERTY, the transfer and mortgaging of the UNITS by other than the ASSOCIATION shall be subject to the following provisions as long as the CONDOMINIUM and the CONDOMINIUM PROPERTY exist:

12.1 TRANSFERS SUBJECT TO APPROVAL.

a. SALE. No UNIT OWNER may dispose of a UNIT or any interest in a UNIT, by sale or otherwise, without approval of the grantee by the ASSOCIATION.

b. LEASE. No UNIT OWNER may dispose of a UNIT or any interest in a UNIT by lease without approval of the lessee by the ASSOCIATION. No lease may be made for less than a three (3) month consecutive period, nor shall any transient accommodations be provided. Notwithstanding the foregoing, the ASSOCIATION shall have the power to lease units acquired by the ASSOCIATION through foreclosure or other judicial proceedings

c. GIFT. If any OCCUPANT shall acquire his title or right to occupy by gift, the continuance of his ownership or occupancy of the UNIT shall be subject to the approval of the ASSOCIATION.

d. DEVISE OR INHERITANCE. If any UNIT OWNER shall acquire his title by devise or inheritance, the continuance of his ownership of the UNIT shall be subject to the approval of the ASSOCIATION.

e. OTHER TRANSFERS. If any UNIT OWNER shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the UNIT shall be subject to the approval of the ASSOCIATION.

f. LIMITATIONS ON OWNERSHIP. No person shall own, in whole or in part, more than one (1) UNIT. The term "person" shall mean and refer to ownership individually or by an entity in which the person has any interest. In addition, no person or entity may purchase more than one (1) UNIT by using a "straw" purchaser to circumvent the intentions of this paragraph. Any owner or owners who own more than one (1) UNIT as of the effective date of this amendment shall be grandfathered in but may not purchase any other units.

g. RIGHT OF FIRST REFUSAL SALE. In the event any UNIT OWNER wishes to sell his UNIT, the ASSOCIATION shall have the option to purchase said UNIT, upon the same conditions as are offered by the UNIT OWNER to a third person. Any attempt to sell said UNIT without prior offer to the ASSOCIATION shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser. In the event the ASSOCIATION chooses to exercise its rights to purchase, the provisions of Section 12.3(c) shall apply.

12.2 APPROVAL OF ASSOCIATION. The approval of the ASSOCIATION that is required for transfer of all or part of ownership of UNITS shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION.

(1) SALE. A UNIT OWNER intending to make a "bona fide" sale of his UNIT shall give to the ASSOCIATION notice of such intention, together with such information concerning the intended purchaser as the ASSOCIATION may require. The Board of Directors may obtain a criminal background check and credit check on prospective purchasers and occupants and has the power to promulgate new RULES AND REGULATIONS regarding screening standards from time to time. All applications will require that proof of age of each applicant be included. Such notice, at the UNIT OWNER'S option, may include a demand by the UNIT OWNER that the ASSOCIATION furnish a purchaser for the UNIT if the proposed purchaser is not approved for good cause; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. A UNIT OWNER who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the ASSOCIATION notice thereof, together with such information concerning the UNIT OWNER as the ASSOCIATION may require and a copy of the instrument evidencing the owner's title.

(3) FAILURE TO GIVE NOTICE. If the required notice to the ASSOCIATION is not given, then at the time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a unit, the ASSOCIATION, at its election and without notice, may approve or disapprove the same. If the ASSOCIATION disapproves the transaction or ownership the ASSOCIATION shall proceed as if it had received the required notice on the date of such disapproval.

(4) A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

b. CERTIFICATE OF APPROVAL.

(1) TRANSFER FEE. The granting of any certificate of approval shall be based upon the condition subsequent that the transferee pay to the entity conducting the investigation and administrative

transfer fee as specified in the BY-LAWS. Failure to pay this fee shall revoke the approval provided, however, that the appearance of the certificate of approval in the Public Records without a subsequent notice of revocation shall conclusively, for the benefit of third parties, be deemed proof that said sum was paid.

(2) SALE. If the proposed transaction is a sale, then within thirty (30) days after the receipt of all such notice and information concerning the proposed purchaser, (including responses to character and financial inquiries), that the ASSOCIATION may request, the ASSOCIATION must either approve or disapprove the proposed transaction. The approval shall be stated in a certificate executed in accordance with the BY-LAWS of the ASSOCIATION, the form of which is attached thereto as EXHIBIT A, which shall be recorded, at the expense of the purchaser, in the Public Records as an attachment to the instrument of conveyance.

(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the UNIT OWNER giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information required to be furnished concerning such owner, the ASSOCIATION must either approve or disapprove the continuance of the UNIT OWNER's ownership of the UNIT. If approved, the approval shall be stated in a certificate executed by the ASSOCIATION in accordance with the BY-LAWS of the ASSOCIATION, the form of which is attached thereto as EXHIBIT A, and which shall be recorded in the Public Records of Broward County, Florida as hereinabove provided.

(4) APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a UNIT is a CORPORATION, the approval of the ownership by the corporation will be conditioned upon requiring that all persons who shall be OCCUPANTS of the UNIT be approved by the ASSOCIATION and that the principles of the CORPORATION shall guarantee the performance by the corporation of this provision of this instrument, including the LONG-TERM LEASE, and execute either a copy thereof or a certificate to that effect. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the UNIT may be used as short-term transient accommodations for several individuals or families. All references to UNIT OWNER or Member in the Condominium Documents and the RULES AND REGULATIONS as to use and occupancy of and voting and other membership rights with respect to the UNIT owned by the Trust, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Trust of any of its responsibilities and obligations under the Condominium Documents or RULES AND REGULATIONS. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the Articles of Incorporation or By-Laws of the Trust owner or contained in any trust agreement with respect to the Trust as UNIT OWNER. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Trust subject to the provisions of this Declaration.

(5) APPLICATION FORM. The ASSOCIATION is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended occupants, as may reasonably be required by the ASSOCIATION in order to enable the ASSOCIATION to reasonably investigate the intended applicant(s), and occupants within the time limits extended to the ASSOCIATION for that purpose as set forth in this Article. The application shall be complete and submitted to the ASSOCIATION along with and as an integral part of the notice of intended Transfer.

(6) CERTIFICATE AS TO ASSESSMENTS. The ASSOCIATION shall provide a certificate stating whether all assessments and other monies owed to the ASSOCIATION by the UNIT OWNER with respect to the UNIT have been paid within ten (10) business days after receiving a written

or electronic request by a UNIT OWNER, an OWNER's designee, mortgagee or a UNIT mortgagee's designee. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby. The estoppel certificate must contain all of the information and shall be in a format as provided by Florida Statutes §718.116(8), as amended from time to time. Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(i), an ASSOCIATION or its authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel certificate in such maximum amounts as provided by Florida Statutes, as amended from time to time.

12.3 DISAPPROVAL BY ASSOCIATION. If the ASSOCIATION shall disapprove a transfer of ownership or the leasing of a UNIT, the matter shall be disposed of in the following manner:

a. DISAPPROVAL. A proposed Transfer shall be disapproved only if the Board, or the Board's designee, so chooses, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny applicants on the basis of criminal background and credit checks. The Board or its designee shall analyze criminal background checks on a case-by-case basis and make a decision based on the timeline, nature, and severity of the crime as well as the level of threat to the ASSOCIATION, its property and its Members. The ASSOCIATION shall have the right to determine, through the Board of Directors, standards for screening.

(1) REASONS FOR DISAPPROVAL. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

(i) The UNIT OWNER is delinquent in the payment of assessments at the time the application is considered, and the owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;

(ii) The prospective applicant or other intended occupants have been arrested and/or charged with a crime subject to current HUD guidelines and law;

(iii) The owner has a history of refusing to control or accept responsibility for the occupancy of his UNIT;

(iv) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or the RULES AND REGULATIONS of the ASSOCIATION.

(v) The prospective applicant or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

(vi) The applicant or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or the RULES AND REGULATIONS of the ASSOCIATION;

(vii) The applicant(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

(viii) The UNIT OWNER fails to give proper notice of his intention to sell his UNIT to the Board of Directors.

(ix) The intended applicant(s) has a mid-range credit score under a number as promulgated by the Board of Directors from time to time.

(x) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

(2) NOTICE OF DISAPPROVAL

(i) Notice of disapproval shall be sent or delivered in writing to the UNIT OWNER.

(ii) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

(3) UNAPPROVED TRANSFERS.

Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The ASSOCIATION shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Article be violated.

b. NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved for good cause and the UNIT OWNER has made no demand for providing a substitute purchaser or lessee, the ASSOCIATION shall deliver a certificate of disapproval executed in accordance with the BY-LAWS of the ASSOCIATION and the transaction shall not be consummated.

c. SALE - REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved for good cause and the request for substitute has been made, or if the ASSOCIATION has exercised their right of first refusal, the ASSOCIATION shall deliver, or mail by registered mail, to the UNIT OWNER a bona fide agreement to purchase the UNIT by a purchaser approved by the ASSOCIATION who will purchase and to whom the UNIT OWNER must sell the UNIT upon the following terms:

(1) The price to be paid and the terms of payment shall be stated in the disapproved offer to sell or rent.

(2) The sales shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase.

(3) If the ASSOCIATION shall fail to provide a purchaser upon the demand of the UNIT OWNER in the manner provided, or if a purchaser furnished by the ASSOCIATION shall default in his agreement to purchase and then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

(4) Notwithstanding the foregoing, the ASSOCIATION may disapprove a proposed sale and shall not be obligated to furnish a substitute purchaser if (i) the proposed purchase does not qualify to own or occupy the UNIT as a result of such ownership or occupancy creating a violation of any provisions

of the Declaration, the Articles of Incorporation, the Bylaws or the RULES AND REGULATIONS of the ASSOCIATION, including, without limitation, Paragraph 12.4 of this Declaration, or (ii) the ASSOCIATION has not received all information, materials, fees or appearances requested; or (iii) the information, materials, or appearances provided contain material misrepresentations, inaccuracies or false information.

d. GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the UNIT OWNER has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the ASSOCIATION shall deliver or mail by registered mail to the UNIT OWNER an agreement to purchase the UNIT by a purchaser approved by the ASSOCIATION who will purchase and to whom the UNIT OWNER must sell the UNIT upon the following terms:

(1) The sale price 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. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the UNIT.

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

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

(4) The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Broward County, Florida.

(5) If the ASSOCIATION shall fail to provide a purchaser as required herein, or if a purchaser furnished by the ASSOCIATION shall default in his agreement to purchase, the provisions of paragraph 12.3b(3) shall apply.

12.4 MORTGAGE. No UNIT OWNER may mortgage his UNIT, or any interest therein, without the approval of the ASSOCIATION, except to an INSTITUTIONAL MORTGAGEE or to a vendor to secure a portion or all of the purchase price, provided, however, that in either of such events, the ASSOCIATION shall have the prior right of approval over the form thereof. In the event of failure to grant said approval because of a conflict with the terms of this instrument, said mortgage may not be granted until the terms thereof are acceptable to ASSOCIATION. Reverse mortgage may not be made upon any UNIT without approval by the Board of Directors.

12.5 EXCEPTIONS; PROVISIO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or purchase by an INSTITUTIONAL MORTGAGEE that acquires its title as the result of a deed from a Mortgagor in lieu of foreclosure or through foreclosure proceedings. However, there shall be no occupancy rights without Board approval

a. PROVISIO. Should an INSTITUTIONAL MORTGAGEE acquire title to an apartment as hereinabove provided, such INSTITUTIONAL MORTGAGEE shall immediately thereafter notify the ASSOCIATION of such fact. Any purchaser from an INSTITUTIONAL MORTGAGEE shall be subject to all of the provisions of this instrument, including the approval provisions hereof.

b. PROVISIO. Should any purchaser acquire title to a UNIT at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the ASSOCIATION of such fact and shall have no occupancy or use rights without prior Board approval.

12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the Transferor of a CONDOMINIUM UNIT to transfer to transferee all of the CONDOMINIUM DOCUMENTS originally provided to said Transferor. Notwithstanding this Paragraph 12.6, the Transferee shall be bound by the terms of this instrument even though the Transferor has failed to comply herewith.

12.7 UNAUTHORIZED TRANSACTIONS. Any sale or, mortgage not authorized pursuant to the provisions of this DECLARATION shall be void unless subsequently approved by the ASSOCIATION.

12.8 PROVISIO. No certificate of approval shall be issued by the ASSOCIATION, as provided in this Paragraph 12 and the BY-LAWS, until all sums due by the UNIT OWNER pursuant to this DECLARATION, the LONG-TERM LEASE, MANAGEMENT AGREEMENT and the "MASTER MANAGEMENT AGREEMENT" are current and paid.

12.9 INAPPLICABILITY TO LESSOR. MANAGEMENT FIRMS. None of the provisions of this Paragraph 12 shall apply to any UNIT owned, initially or required, by the LESSOR, MANAGEMENT FIRMS; or any corporation that is a parent, affiliate or subsidiary of the LESSOR, MANAGEMENT FIRMS.

12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-residents, or among spouses, or immediate family is where the grantee is not to take immediate possession (i.e. Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The ASSOCIATION, its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Paragraph 12, or for the method or manner of conducting the investigation. The ASSOCIATION, its agents or employees shall never be required to specify any reason for disapproval.

12.13. IMPACT OF FAIR HOUSING PROVISIONS. At all times the association must comply with fair housing standards, and any rule or provision not in compliance with the law shall be deemed stricken from this document.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the CONDOMINIUM shall be governed by the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION, the UNIT OWNERS and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against UNIT OWNERS and the ASSOCIATION, their respective servants, agents and guests. Each UNIT OWNER and the ASSOCIATION hereby agree to waive their respective rights of subrogation against each other and against other UNIT OWNERS for any loss or damage for which insurance hereunder is carried. Said policies and endorsements shall be deposited with the ASSOCIATION.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual UNIT OWNERS, declared to be a COMMON EXPENSE, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 PERSONAL PROPERTY AND LIABILITY. It is mandatory, effective by the recording of this document, that all UNIT OWNERS have insurance upon their personal property laying within the boundaries of their UNIT and for their personal liability and living expenses and for any other risks not otherwise insured by the ASSOCIATION in accordance with this Section 13. Unless the ASSOCIATION elects otherwise, the insurance purchased by the ASSOCIATION shall not cover claims against a UNIT OWNER due to accidents occurring within his UNIT nor casualty or theft loss to the contents of an OWNER'S UNIT. The UNIT OWNERS may at their option purchase insurance for Properties which are also insured by the ASSOCIATION under this Section 13. Insurance purchased by the UNIT OWNERS under this Section 13.3 shall be so purchased at their own expense. Each UNIT OWNER may be required by the Board of Directors to annually supply the ASSOCIATION with evidence of insurance coverage on his UNIT which complies with the provisions of this Section.

13.4 UNIT OWNER RESPONSIBILITY. A UNIT OWNER is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the ASSOCIATION by a UNIT OWNER, the members of his or her family, unit occupants, residents, guest, invitees, without compromise of the subrogation rights of the insurer. The costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other UNIT OWNERS or the ASSOCIATION, as well as other property, whether real or personal, which the UNIT OWNER are required to insure.

13.5 COVERAGE. The following coverage shall be obtained by the ASSOCIATION:

a. The building and all other insurable improvements upon the land, including all of the UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, and all personal property owned by the ASSOCIATION shall be insured in an amount equal to the maximum insurable replacement value thereof (inclusive of excavations and foundations) as determined annually by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the ASSOCIATION and limits of not less than \$300,000 for the bodily injury or death to any person; not less than \$500,000 for bodily injury or death resulting from any one accident or occurrence; and not less than \$50,000 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the UNIT OWNERS as a group to an individual UNIT OWNER, and one UNIT OWNER to another.

c. Workmen's compensation policies shall be obtained to meet the requirements of law.

d. Such other insurance as the Board of Directors of the ASSOCIATION may, determine to be necessary, from time to time.

e. Statutory Fidelity Bond. The Association shall obtain blanket fidelity bonds for all Officers, Directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its Officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall in no event be less than (i) a sum equal to three (3) months aggregate Assessments on all Units plus reserve funds held by the Association, (ii) the estimated maximum funds, including reserve fund in the custody of the Association or the management company at any given time during the term of the bond, or (iii) the minimum amount required by the Condominium Act, whichever is greater. The bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management company, shall be paid by the Association as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment or premium) without at least 10 days' prior written notice to the Association and to any Institutional Lender requesting the issuer to give notice of cancellation or modification.

f. Directors and Officers Liability Insurance. To the extent available, the Association shall purchase insurance to protect the persons referred to in Article VII of the Articles of Incorporation.

g. Impact upon the LONG-TERM LESSOR. The LESSOR shall be exempt from any changes in insurance provisions that impact the LESSOR'S insurance coverage.

13.6 PROCEEDS. All insurance policies purchased in accordance with Paragraph 13.5.a, shall provide that all proceeds payable to the ASSOCIATION as a result of any insured loss, except those specifically herein excluded, shall be paid to any national bank doing business in Broward County and having trust powers. Such bank shall be designated by the ASSOCIATION and which appointment is subject only to the approval of the INSTITUTIONAL MORTGAGEE holding the greatest dollar amount of mortgages against UNITS in the CONDOMINIUM, The duty of the Board of Directors shall be to receive said proceeds, as paid, and to hold the same, IN TRUST, for the benefit of the ASSOCIATION, the UNIT OWNERS and their respective mortgagees, as follows:

a. Proceeds received on account of damage to COMMON ELEMENTS shall be held in the same proportion as the share in the COMMON ELEMENTS which is appurtenant to each of the UNITS.

b. Proceeds on account of damage to the UNITS shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED: For the benefit of the UNIT OWNERS of the damaged UNITS in proportion to the cost of restoring the same suffered by each damaged UNIT.

(2) TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED: For all UNIT OWNERS of that building, the share of each shall be in the same proportion as the UNIT OWNER's undivided share in the COMMON ELEMENTS which is appurtenant to his UNIT. In the event a mortgagee endorsement has been issued hereunder, the share of

the UNIT OWNER shall be held in trust for the mortgagee and the UNIT OWNER as their interest may appear.

13.7 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the ASSOCIATION shall be distributed to, or for the benefit of, the UNIT OWNERS in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the ASSOCIATION.

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the UNIT OWNERS and their mortgagees as their interest may appear.

13.8 ASSOCIATION AS AGENT. The ASSOCIATION is irrevocably appointed agent for each UNIT OWNER, for each owner of a mortgage upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

13.9 DETERMINATION TO RECONSTRUCT. If any part of the CONDOMINIUM PROPERTY shall be damaged by casualty, the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is to a COMMON ELEMENT, the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the CONDOMINIUM shall be terminated.

b. CONDOMINIUM PROPERTY.

(1) LESSER DAMAGE. If the damage is to the CONDOMINIUM PROPERTY and if UNITS to which more than thirty percent (30%) of the COMMON ELEMENTS are appurtenant are found by the Board of Directors of the ASSOCIATION to be tenantable, the damaged property shall be reconstructed, unless within sixty (60) days after the casualty the UNIT OWNERS owning ninety-five percent (95%) or more of the COMMON ELEMENTS agree in writing not to reconstruct, in which event, the CONDOMINIUM shall be terminated. Notwithstanding the foregoing, if such damage may be reconstructed for two hundred thousand dollars (\$200,000) or less, the damage will be reconstructed.

(2) MAJOR DAMAGE. If the damaged improvement is the CONDOMINIUM PROPERTY, and if UNITS to which more than seventy percent (70%) of the COMMON ELEMENTS are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the CONDOMINIUM will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of ninety-five percent (95%) of the COMMON ELEMENTS agree in writing to such reconstruction, provided, however, that the two hundred thousand dollars (\$200,000) limit, as aforesaid, shall apply, notwithstanding the fact that the required number of UNITS are untenable.

13.10 RESPONSIBILITY. If the damage is only to those parts of one UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER, then the UNIT OWNER shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the ASSOCIATION.

13.11 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes.

13.12 ESTIMATES. In all instances hereunder, immediately after casualty causing damage to the property for which the ASSOCIATION has the responsibility of maintenance and repair, the ASSOCIATION shall obtain a reliable, detailed estimate of the cost to replace the damaged property in the condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Directors of the ASSOCIATION desire, or those required by any INSTITUTIONAL MORTGAGEE involved.

13.13 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the ASSOCIATION, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all UNIT OWNERS in sufficient amounts to provide funds for the payment of such costs. Such assessments against UNIT OWNERS for damaged UNITS shall be in proportion to the cost of reconstruction of their respective UNITS. Such assessments on account of damage to COMMON ELEMENTS shall be in proportion to the OWNER's shares in the COMMON ELEMENTS.

13.14 DISTRIBUTION OF PROCEEDS. The proceeds of insurance and any Special Assessments, if any, collected on account of a casualty and deposited with the ASSOCIATION shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the UNIT OWNER: to such contractors, suppliers, and personnel for work done, materials supplied or services rendered for such reconstruction. Payment shall be in such amounts and at such times as the UNIT OWNERS may direct, or if there is a mortgagee endorsement, to such payee as the UNIT OWNER and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the UNIT OWNER to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than twenty-five thousand dollars (\$25,000.00), and is the responsibility of the ASSOCIATION: the construction fund shall be disbursed directly to the ASSOCIATION provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the ASSOCIATION and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than twenty-five thousand dollars (\$25,000.00), and is the responsibility of the ASSOCIATION, then the reconstruction funds shall be applied by the Board of Directors to the payment of such costs and shall be paid for the account of the ASSOCIATION, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the ASSOCIATION accompanied by an appropriate certificate signed by both an officer of the ASSOCIATION and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the ASSOCIATION or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amount stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendors, mechanics or materialmen's liens.

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Board of Directors after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall be first applied to reconstruction of the COMMON ELEMENTS and then to the UNITS. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the ASSOCIATION.

e. Payment for any reconstruction made under Subparagraphs (b) and (c) of this paragraph shall be made by the ASSOCIATION and the UNIT OWNER only upon presentation of proof of payment of bills for materials in place, and upon supplying or furnishing labor, services and materials or work covered and included in such payments for which failure to pay might result in a lien on the COMMON ELEMENTS.

13.15 EFFECTIVE MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued to any UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee as heretofore provided; FURTHER PROVIDED, HOWEVER, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the UNIT OWNER and mortgagee where the responsibility for reconstruction is that of the UNIT OWNER. All mortgagees agree to waive the right to said proceeds if the same are used pursuant to the provisions of this DECLARATION (to pay for the restoration of such damage). The provisions hereof shall not affect the rights of the mortgagee, if any to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the UNIT OWNER from his duty to reconstruct damage to his UNIT as heretofore provided.

13.16 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the ASSOCIATION is specifically required, all decisions, duties and obligations of the ASSOCIATION hereunder may be made by the Board of Directors of the ASSOCIATION. The ASSOCIATION and its members shall jointly and severally be bound thereby.

14. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The ASSOCIATION, through its Board of Directors, shall have the power to make, levy and collect regular, ~~and~~ special assessments, and CHARGES for COMMON EXPENSES and such other assessments as are provided for by the CONDOMINIUM ACT, and the provisions of the LONG-TERM LEASE and the provisions of this DECLARATION. COMMON EXPENSES shall include, but not be limited to, costs and expenses of operation, maintenance and management of the CONDOMINIUM PROPERTY (exclusive of UNITS), such expenses of the DEMISED PREMISES as a whole, insurance premiums as provided for in Paragraph 13 hereof, legal and accounting fees, management fees, operating expenses of the CONDOMINIUM PROPERTY and the ASSOCIATION; maintenance, repairs and replacements, charges for utility services used in common for the benefit of the

CONDOMINIUM; cleaning and janitor service for the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, salaries of employees of the ASSOCIATION, expenses and liabilities incurred by the ASSOCIATION in and about the enforcement of its rights and duties against the members or others, the creation of reasonable contingency or reserve requirements for the protection of the UNIT OWNERS and the CONDOMINIUM PROPERTY, and all other expenses declared by the Directors of the ASSOCIATION to become COMMON EXPENSES from time to time. Common expenses shall include the cost of bulk rate basic cable television and other telecommunication services as approved by the Board. The cost for the services under a bulk rate contract shall be split equally on a per-unit basis rather than a percentage basis at the discretion of the Board of Directors, provided that such services are no longer provided by Master Management / Bay Management.

14.2 UNIT OWNERS GENERAL LIABILITY. All assessments levied against UNIT OWNERS and UNITS shall be on a uniform basis, in the same proportion as the percentages of the undivided shares in the ownership of the COMMON ELEMENTS unless specifically otherwise provided for herein or in the LONG-TERM LEASE, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the LIMITED COMMON ELEMENTS. Should the ASSOCIATION be the owner of any UNIT(s), the assessment, which would otherwise be due and payable to the ASSOCIATION by the owner of such UNIT(s), shall be a COMMON EXPENSE.

14.3 PAYMENT. The assessments levied against the UNIT OWNER and his UNIT shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the ASSOCIATION.

14.4 SPECIAL ASSESSMENTS. If 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 of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular Assessments, the Board of Directors may levy Special Assessments up to twenty-five percent (25%) of the annual budget, including reserves. Any proposed Special Assessment of a higher amount must be ratified by a majority of the voting interests. The specific purpose or purposes of Special Assessments shall be set forth in the written notice of such Assessment sent or delivered to each UNIT OWNER, and the funds collected pursuant to the Special Assessment shall be used only for the specific purpose or purposes set forth in such notice or returned to the UNIT OWNERS. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus, and may, at the discretion of the board, either be returned to the UNIT OWNERS or applied as a credit toward future Assessments.

a. RESERVE FUND. The Board of Directors of ASSOCIATION, in assessing for COMMON EXPENSES may include therein a sum to be collected and maintained as a reserve fund for replacement of COMMON ELEMENTS, for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment consisting a part of the COMMON ELEMENTS, as well as the replacement of personal property which may be a portion of the COMMON ELEMENTS.

b. OPERATING RESERVE FUND. The Board of Directors of ASSOCIATION, in assessing for COMMON EXPENSES may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by UNIT OWNERS, or as a result of emergencies.

14.5 CHARGES

A. DEFINITION. Each UNIT and UNIT OWNER shall be liable for CHARGES levied by the ASSOCIATION against the UNIT and the UNIT OWNER, with the due date as per invoice from the ASSOCIATION. CHARGES shall be deemed to include but not be limited to: maintenance or other services furnished by the ASSOCIATION for the benefit of a UNIT OWNER; damages; and any other sums other than assessments which are referred to as CHARGES in the Condominium Documents. CHARGES for necessary repairs which, after statutory notice to the UNIT OWNER, are unrepaired, shall be counted as assessments and subject to lien and foreclosure.

B. LIABILITY FOR CHARGES. The OWNER of each UNIT, regardless of how title was acquired, is liable for all CHARGES coming due while he is the UNIT OWNER, and for CHARGES due for prior owners. Multiple Owners are jointly and severally liable.

C. APPLICATION OF PAYMENTS; FAILURE TO PAY; LATE FEES; INTEREST. CHARGES paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the late payment or at the maximum amount allowed by law as amended from time to time. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorney' fees, and Annual Assessments and/or Special Assessments first due and owing. If payment is made by check which fails to clear, then the UNIT OWNER shall be considered not to have made payment.

D. COLLECTION OF A CHARGE. The ASSOCIATION may bring an action to recover a money judgment or a foreclosure for the unpaid CHARGES and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees.

14.6 SEPARATE PROPERTY. All monies collected by the ASSOCIATION shall, unless the same is collected for the benefit of others, be the separate property of the ASSOCIATION. Such monies may be applied by the ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM PROPERTY, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this DECLARATION. All monies received from assessments may be comingled with other monies held by the ASSOCIATION. All assessments received by the ASSOCIATION shall be held for the benefit of the UNIT OWNERS. No UNIT OWNER shall have the right to assign, hypothecate, pledge or in any other manner transfer his interest therein, except as an appurtenance to his UNIT. Such funds shall not be subject to attachment or levy by creditor or judgment creditor of a UNIT OWNER. When the owner of such a UNIT shall cease to be a member of the ASSOCIATION by the divestment of his ownership of such UNIT by whatever means, the ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of the ASSOCIATION.

14.7 DEFAULT. The payment of any assessment or installment thereof due to the ASSOCIATION shall be in default if such payment is not paid to the ASSOCIATION when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.10 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged individuals in the State of Florida per annum from due date until paid. In addition, a late charge equal to the maximum amount permitted by the Condominium Act from time to time shall be then due and payable. (Currently, the maximum amount according to the Condominium Act is the greater of \$25.00 or five (5%) percent of the Assessments). In the event that any UNIT OWNER is in default in payment of any

assessments or installments thereof, owed to the ASSOCIATION, said UNIT OWNER shall be liable for all costs of collecting the same, including reasonable attorneys' fees, paralegal's fees, and court costs including those incurred in connection with appellate, bankruptcy and administrative proceedings. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or Special Assessments first due and owing. If payment is made by check which fails to clear, then the UNIT OWNER shall be considered not to have made payment.

14.8 NO WAIVER. Liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Element, by abandonment of the UNIT on which the assessments are made, by interruption in the availability of the UNIT or the Common Elements or ASSOCIATION Property for any reason whatsoever, or by dissatisfaction with the ASSOCIATION and/or its operation and policies. No UNIT OWNER may be excused from payment of his share of the Common Expenses unless all UNIT OWNERS are likewise proportionately excused from payment, except as otherwise provided by the Condominium Act.

14.9 LIABILITY OF ASSESSMENTS. The OWNER of each UNIT, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the UNIT OWNER. Multiple Owners are jointly and severally liable. Whenever title to a UNIT is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Nothing in this Section 14.9 shall be deemed to reduce, forgive or abate any assessments due to the ASSOCIATION from a UNIT OWNER at the time of his death, nor the assessments attributable to the UNIT coming due after the UNIT OWNER's death, all of which shall be fully due and payable as if the UNIT OWNER had not died.

14.10 LIEN. The ASSOCIATION is hereby granted a lien upon each CONDOMINIUM PARCEL, together with a lien on all tangible personal property located within said UNIT (except that such a lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of monies from each UNIT OWNER for which he is liable to the ASSOCIATION, including all assessments, interest and expenses provided for in this DECLARATION and sums advanced on behalf of the UNIT OWNER in payment of his obligation under the LONG-TERM LEASE and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to ASSOCIATION may be foreclosed as any other lien may be foreclosed. The lien granted to the ASSOCIATION shall further secure such advances for taxes and payments on account of INSTITUTIONAL MORTGAGES, liens or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien.

14.11 PRIORITY OF LIEN.

a. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to UNITS as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act, except that all fines, and other sums owed under the account shall additionally be counted as "assessments" and subject to payment by purchasers at judicial auction.

b. Leases. Any lease of a UNIT shall be subordinate and inferior to any Claim of Lien of the ASSOCIATION, regardless of when the lease was executed.

14.12 FORECLOSURE OF LIEN: ACTION AT LAW. The ASSOCIATION may bring an action

in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the ASSOCIATION shall be entitled to recover interest, and all costs of collection, including Court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the Claim of Lien unless prohibited by the Condominium Act from time to time. Whenever the ASSOCIATION shall bring a lien foreclosure action, the ASSOCIATION shall be entitled to the appointment of a Receiver, which may be the ASSOCIATION, to collect the rent. Such Receiver shall be appointed pursuant to a Court Order in the foreclosure action. If some person other than the ASSOCIATION acts as Receiver, then the cost of the Receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgagee foreclosure action. In the event that assessments levied against any Owner or any installments thereof shall remain unpaid for thirty (30) days or more, then so long as such delinquent assessments and/or installments are not received by the ASSOCIATION, such unpaid assessments and/or installments shall be deemed to be a Common Expense of the ASSOCIATION to be paid out of ASSOCIATION surplus and, in the event said surplus is exhausted, then by means of a Special Assessment as the Board of Directors of the ASSOCIATION shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Owner to pay the amount of such unpaid assessments to the ASSOCIATION or to pay assessments thereafter becoming due.

14.13 CERTIFICATE OF STATUS OF ASSESSMENTS. Whenever any UNIT may be leased, sold or mortgaged by the owner thereof, the ASSOCIATION shall provide a certificate stating whether all assessments and other monies owed to the ASSOCIATION by the UNIT OWNER with respect to the UNIT have been paid within ten (10) business days after receiving a written or electronic request by a UNIT OWNER, an Owner's designee, mortgagee or a UNIT mortgagee's designee and any person other than the OWNER who relies upon such certificate shall be protected thereby. The estoppel certificate must contain all of the information and shall be in a format as provided by Florida Statutes §718.116(8), as amended from time to time. Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(i) an ASSOCIATION or its authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel certificate in such maximum amounts as provided by Florida Statutes, as amended from time to time.

14.14 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a parcel, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments, including unpaid rent under the LONG-TERM LEASE and payments due under the MANAGEMENT AGREEMENTS, against the Grantor made prior to the time of such voluntary conveyance. Any person who acquires an interest in a UNIT, regardless of how the title was acquired, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such parcel until such time as all unpaid assessments, including rent due under the LONG-TERM LEASE, payments due under the MANAGEMENT AGREEMENTS and all court costs and attorneys' fees, if any, incurred by the ASSOCIATION or LESSOR and due and owing to the former UNIT OWNER, have been paid in full.

14.15 NO ELECTION OR REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without leaving the lien securing the same. Proceeding by foreclosure to attempt to affect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same all UNIT OWNERS do hereby waive the pleading the theory of "election of remedies" in any such proceedings.

14.16 LIENS - MECHANICS. The creation and enforcement of mechanics and other liens against the UNITS and CONDOMINIUM PROPERTY, except those created by this DECLARATION, shall be governed by the provisions of (F.S. 711.20 - LIENS) the CONDOMINIUM ACT.

14.17 SUSPENSION OF USE RIGHTS AND VOTING RIGHTS. If a UNIT OWNER is more than one thousand dollars (\$1,000) and ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the ASSOCIATION, the ASSOCIATION shall suspend the right of the UNIT OWNER or the UNIT'S occupant, licensee, or invitee to use Common Elements, common facilities, or any other ASSOCIATION property until the fee, fine, or other monetary obligation is paid in full. In addition, the ASSOCIATION may suspend the voting rights of a UNIT or member due to nonpayment of any fee, fine, or other monetary obligation due to the ASSOCIATION which is more than one thousand dollars (\$1,000) and ninety (90) days delinquent, as further outlined in the Bylaws. Proof of such obligation must be provided to the UNIT OWNER or member thirty (30) days before such suspension takes effect. All suspensions imposed pursuant to this Section must be approved at a properly-noticed board meeting. Upon approval, the ASSOCIATION must notify the UNIT OWNER and, if applicable, the UNIT'S occupant, licensee, or invitee by mail or hand delivery. A voting interest or consent right allocated to a UNIT or member which has been suspended by the ASSOCIATION shall be subtracted from the total number of voting interests in the ASSOCIATION, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or By-Laws. The suspension ends upon full payment of all obligations currently due or overdue the ASSOCIATION.

15. TERMINATION. The CONDOMINIUM may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined in the manner provided in Paragraph 13 that the CONDOMINIUM PROPERTY shall not be reconstructed, the CONDOMINIUM will be terminated, in which event the consent of the LESSOR shall not be required.

15.2 AGREEMENT. As provided in Section 16 of the CONDOMINIUM ACT, the CONDOMINIUM may be terminated at any time by the approval in writing of all UNIT OWNERS and all record owners of mortgages on UNITS the consent of the LESSOR shall also be required.

If the proposed termination is submitted to a meeting of the ASSOCIATION, and if the approval of the owners of not less than 95% of the COMMON ELEMENTS, their INSTITUTIONAL MORTGAGEE's and the LESSOR is obtained, in writing, not later than sixty (60) days from the date of such meeting than all the approving UNIT OWNERS (through the ASSOCIATION), shall have an option to buy all of the UNITS of the disapproving UNIT OWNERS for a period of one hundred twenty (120) days from the date of such meeting. The vote of those UNIT OWNERS approving the termination shall be revocable until the expiration of the option. Any UNIT OWNER voting against the termination, or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the of ASSOCIATION. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the ASSOCIATION, to each of the OWNERS of the UNIT. The agreement shall be subject to the purchase of all UNIT owned by OWNERS not approving the termination.

b. PRICE. The sale price for each UNIT shall be the fair market value as determined between the seller and the ASSOCIATIONS within thirty (30) days from the delivery of said agreement. In the

absence of agreement on the price of any UNIT, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

d. FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Broward County, Florida.

e. CLOSING. The sale of all UNITS shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last UNIT to be purchased.

15.3 CERTIFICATE. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the CONDOMINIUM the UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION, including the ASSOCIATION's interest and obligations under the LONG-TERM LEASE, as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT prior to termination so that the sum total of the ownership shall equal one hundred (100%) percent. Any such termination shall in no way affect the rights and obligations of the UNIT OWNERS or the LESSOR under the LONG-TERM LEASE.

15.5 INCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of LIMITED COMMON ELEMENTS shall be extinguished by virtue of the termination of the CONDOMINIUM.

15.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all UNIT OWNERS, all record owners of mortgages upon the UNIT, and the LESSOR.

16. AMENDMENTS. Except as herein or elsewhere provided, this DECLARATION may be amended in the following manner:

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

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either the unanimous vote of the Board of Directors of the ASSOCIATION, or by fifty-one percent (51%) of the members of the ASSOCIATION. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by not less than fifty-one percent (51%) of the entire membership of the Board of Directors and by not less than two-thirds (2/3rds) of the votes of the entire membership of the ASSOCIATION

16.3 PROVISIO. Except as otherwise provided in this document:

a. No amendment shall alter a UNIT OWNER'S percentage in the COMMON ELEMENTS, alter his proportionate share in the COMMON EXPENSE or COMMON SURPLUS, change a UNIT OWNER's voting rights, or alter the basis for apportionment of assessments which may be levied by the ASSOCIATION against a UNIT OWNER without the written consent of the UNIT OWNER.

b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any INSTITUTIONAL MORTGAGEE without the written consent of the INSTITUTIONAL MORTGAGEE affected.

c. No amendment to this DECLARATION shall be made without the prior written approval of the LESSOR.

d. The provisions of this Paragraph 16 shall not be applicable to any amendment of the LONG-TERM LEASE, which may be amended only in accordance with the terms thereof.

16.4 EXECUTION AND RECORDING. Except as otherwise provided in this DECLARATION, a copy of each amendment shall be attached to a certificate, executed by the officers of the ASSOCIATION, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and the copy of the amendment are recorded in the Public Records.

17. LONG-TERM LEASE.

17.1 LEASE AGREEMENT. The ASSOCIATION, as Lessee, has entered into a LONG-TERM LEASE AGREEMENT, of a non-exclusive, undivided, leasehold interest in and to the DEMISED PREMISES described therein, a copy of said LEASE being attached hereto as EXHIBIT 2 and made a part hereof just as though said LEASE was fully set forth herein. The ASSOCIATION has acquired the foregoing leasehold interest pursuant to Florida Statute 711.121, and all monies due and to become due under the provisions of said LEASE are and shall continue to be COMMON EXPENSES of the CONDOMINIUM for the full term of said LEASE.

17.2 LIEN OF LESSOR. Each UNIT OWNER, his heirs, successors, and assigns, shall make payment to the LESSOR, its successors and assigns of his share of the monies due, pursuant to, and in the amount specified in said LONG-TERM LEASE and this DECLARATION OF CONDOMINIUM. To secure the faithful performance of the ASSOCIATION's obligation to pay the LESSOR under the LONG-TERM LEASE, secure the UNIT OWNER's obligation to pay his share of the COMMON EXPENSES attributable to the LONG-TERM LEASE and to secure the UNIT OWNER's obligation thereunder as INDIVIDUAL LESSEE, the ASSOCIATION and each UNIT OWNER hereby grants unto the LESSOR and, where applicable, the LESSOR reserves and confirms unto itself, a lien on each CONDOMINIUM UNIT in the CONDOMINIUM and all tangible personal property located in each CONDOMINIUM UNIT and in this CONDOMINIUM, and upon all CONDOMINIUM PROPERTY, to the extent and as provided in said LONG-TERM LEASE. The LESSEE ASSOCIATION hereby covenants and warrants unto the LESSOR that prior admitting each INITIAL PURCHASER, i.e., each first purchaser from the SPONSOR, to the ASSOCIATION, it will cause said individual, joined by his or her spouse, to execute a copy of the LONG-TERM LEASE and the memorandum thereof whereby said INITIAL PURCHASER impresses a lien upon his CONDOMINIUM PARCEL and all tangible personal property located in his CONDOMINIUM UNIT in favor of the LESSOR to the extent and as provided in said LONG-TERM LEASE. Said LEASE, or a memorandum thereof, executed solely by said INITIAL PURCHASER, joined by his or her spouse, and duly witnessed, notarized and acknowledged, shall be attached to the deed of conveyance from the SPONSOR to said UNIT OWNER and both instruments shall be recorded in the

Public Records of Broward County, Florida. The execution of said LEASE and memorandum thereof by the INITIAL PURCHASER and spouse shall confirm the aforesaid lien in favor of the LESSOR, and shall be deemed tantamount to the execution of the LEASE attached hereto as EXHIBIT 2 so that said EXHIBIT 2 will be deemed to have been executed by the LESSOR, LESSEE ASSOCIATION and each UNIT OWNER as INDIVIDUAL LESSEE. In the event said INITIAL PURCHASER and spouse fail to execute a copy of said LEASE in the manner required above, or the memorandum thereof is not recorded in the Public Records of Broward County, Florida, or is recorded in a defective manner, this shall not affect the LESSOR's lien on said CONDOMINIUM UNIT and tangible personal property. The lien upon each CONDOMINIUM UNIT created by virtue of the LONG-TERM LEASE shall continue for the term of said LEASE and while subsequent UNIT OWNERS, i.e., after the INITIAL PURCHASER from the SPONSOR, are not required to execute a copy of said LONG-TERM LEASE, each and every UNIT OWNER shall own his CONDOMINIUM PARCEL subject to the lien of the LESSOR pursuant to the LONG-TERM LEASE as provided herein and in said LEASE. As a condition precedent to any UNIT OWNER after the INITIAL PURCHASER being vested with title to his CONDOMINIUM PARCEL he shall, in the instrument of conveyance, assume and agree to pay the rent and other sums coming due under said LEASE and to be bound by the terms and provisions of said LEASE. A CONDOMINIUM UNIT OWNER shall be automatically released from any and all personal liability under the LONG-TERM LEASE upon his conveying title to his CONDOMINIUM UNIT to another party, provided he has paid all sums due by him to the LESSOR ASSOCIATION in accordance with the LONG-TERM LEASE, and provided that the assumption of the obligations of the LONG-TERM LEASE is properly affected.

17.3 USE. The UNIT OWNER shall be entitled to the use and enjoyment of the DEMISED PREMISES under the LONG-TERM LEASE, subject to the conditions therein and the RULES AND REGULATIONS promulgated by the LESSOR. The parties acknowledge that the use of the DEMISED PREMISES under said LEASE is non-exclusive and the LESSOR has the right to enter into leases with others.

17.4 CONFLICT. Whenever any of the provisions of the LONG-TERM LEASE and this DECLARATION and the other EXHIBITS attached hereto shall be in conflict, the provisions of the LONG-TERM LEASE shall be controlling.

17.5 BINDING EFFECT. Each UNIT OWNER, his heirs, successors and assigns, shall be bound by said LONG-TERM LEASE to the same extent and effort as if he had executed the LEASE for the purpose therein expressed, including, but not limited to:

a. Subjecting all of his right, title and interest in his CONDOMINIUM PARCEL and tangible personal property located in his UNIT to the lien rights of the LESSOR.

b. Adopting, ratifying, confirming and consenting to the execution of said LONG-TERM LEASE by the ASSOCIATION.

c. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by UNIT OWNER as an INDIVIDUAL LESSEE thereunder.

d. Ratifying, confirming and approving each and every provision of said LONG-TERM LEASE, and acknowledging that all of the terms and provisions thereof are reasonable, including the rent and other sums due thereunder.

e. Agreeing that the persons acting as Directors and Officers of the ASSOCIATION, whether

they are connected with the LESSOR or otherwise, by entering into said LONGTERM LEASE have not breached any of their duties or obligations to the ASSOCIATION or to the UNIT OWNERS.

f. It is specifically recognized that some or all of the persons, comprising the original Board of Directors and Officers of the ASSOCIATION are, or may be, stockholders, Officers and Directors of said LESSOR, or beneficiaries of the LESSOR entity, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the ASSOCIATION or to the UNIT OWNERS, or as possible grounds to invalidate such LONG-TERM LEASE, in whole or in part.

g. The acts of the Board of Directors and Officers of the ASSOCIATION in acquiring the non-exclusive leasehold interest to the DEMISED PREMISES under said LONG-TERM LEASE, be and the same are hereby ratified, approved, confirmed and adopted.

17.6 PROVISIO. Neither the DEMISED PREMISES nor the LESSEE ASSOCIATION'S and INDIVIDUAL LESSEE's rights thereunder shall be deemed a part of the CONDOMINIUM PROPERTY of this CONDOMINIUM.

17.7 LESSOR'S RIGHT TO ALTER. The LESSOR shall have the unequivocal right, at any time, to change and add to the facilities which are a part of the DEMISED PREMISES and this right shall include the right to add additional areas and facilities as a part of the DEMISED PREMISES. The LESSOR shall be the sole judge of the foregoing, including the plans, designs, size and contents of any areas and facilities or changes.

The provisions of this Paragraph do not require LESSOR to construct improvements to be added to, or add to the DEMISED PREMISES. The right of LESSOR to add to the DEMISED PRIMACY is conditioned upon no increase in basic monthly rent hereunder, because of said improvements, except such increases which shall be hereinafter specifically provided. Notwithstanding the foregoing, the LESSOR shall have the right to specify that certain LESSEES shall not have the right to use said additional area and, in such event, said LESSEES entitled to the use of the same shall bear the increased rent attributable thereto, if any. In the absence of specific designation, all LESSEES shall have the right to use the additional facilities. Notwithstanding anything in the DECLARATION of this LEASE to the contrary, an amendment to the LONG-TERM LEASE, in accordance with this Paragraph, shall only require the signature of the LESSOR and need not be approved by the ASSOCIATION, UNIT OWNERS, LESSEES, LIENORS, MORTGAGEES or any other persons whomsoever. Said amendment shall, upon recording in the Public Records, be deemed to relate back as though said EXHIBIT 2 had initially reflected the inclusion of the additional area.

18. MANAGEMENT AGREEMENT.

18.1 MANAGEMENT AGREEMENT. The Board of Directors of the ASSOCIATION may enter into a contract with any firm, person or corporation, in contracting for the management, maintenance and repair of the CONDOMINIUM PROPERTY. The Board of Directors of the ASSOCIATION is authorized to delegate to any such MANAGEMENT FIRM all the powers and duties of the ASSOCIATION which are contained in any such agreement between the parties.

18.2 BINDING EFFECT. Each UNIT OWNER, his heirs, successors and assigns, shall be bound by said MANAGEMENT AGREEMENT to the same extent and effect as if he had executed said MANAGEMENT AGREEMENT for the purposes therein expressed, including, but not limited to:

a. Adopting, ratifying, confirming and consenting to the execution of said MANAGEMENT AGREEMENT by the ASSOCIATION.

b. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by UNIT OWNERS as provided therefor in said MANAGEMENT AGREEMENT.

c. Ratifying, confirming and approving each and every provision of said MANAGEMENT AGREEMENT and acknowledging that all of the terms and provisions thereof, including the MANAGEMENT FIRM'S fees, are reasonable.

d. Agreeing that the persons acting as directors and officers of the ASSOCIATION entering into such MANAGEMENT AGREEMENT have not breached any of their duties or obligations to the ASSOCIATION it is specifically recognize that some or all of the persons comprising the original Board of Directors and officers of the ASSOCIATION may be owners of some or all of the stock of the MANAGEMENT FIRM, and are, or maybe, some of the Officers and Directors of said firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the ASSOCIATION, nor as possible grounds to invalidate the MANAGEMENT AGREEMENT in whole or in part.

e. The ratification of the MANAGEMENT AGREEMENT, attached hereto as EXHIBIT 5, shall be, if requested by SPONSOR or MANAGEMENT FIRM, accomplished in writing on a form for that purpose at the closing of the purchase of the UNIT from SPONSOR, and thereafter shall be accomplished as subsequent conveyances of the UNIT on the instrument of conveyance referring therein to a copy of said agreement which will have been recorded in the Public Records.

19. MASTER MANAGEMENT AGREEMENT.

19.1 EXECUTION BY UNIT OWNERS. At the closing of the purchase of each UNIT from SPONSOR, each UNIT OWNER shall execute the MASTER MANAGEMENT AGREEMENT, attached hereto as EXHIBIT 6, for the purpose of providing the management, maintenance, repair and operation of the "COMMUNITY SERVICES and FACILITIES" therein described. All subsequent purchasers shall, on the instrument of conveyance, as a condition precedent to the vesting of title, assume and agree to pay the obligations thereunder. All monies due and to become due to the MASTER MANAGEMENT FIRM under the provisions of the MASTER MANAGEMENT AGREEMENT shall be collected by the ASSOCIATION for the benefit of, and remitted to, the MASTER MANAGEMENT FIRM or, at the election of the MASTER MANAGEMENT FIRM paid directly to the MASTER MANAGEMENT FIRM, or its designee.

19.2 LIEN OF MASTER MANAGEMENT FIRM. To secure his obligations under the MASTER MANAGEMENT AGREEMENT, each UNIT OWNER, shall, by execution thereof, impress a lien and pledge his full interest in the UNIT and the tangible personal property therein in favor of the MASTER MANAGEMENT FIRM. Said lien shall have the same force and effect as the LESSOR's lien heretofore provided and shall be governed by the provisions of the MASTER MANAGEMENT AGREEMENT.

19.3 COOPERATION OF ASSOCIATION. The ASSOCIATION shall do all things necessary, including, not limited to, the granting of easements and right-of-ways, including the construction, maintenance and repair of the easements and equipment thereon, as reasonably requested by the MASTER MANAGEMENT FIRM for the purposes set forth in EXHIBIT 6 and providing of "COMMUNITY SERVICES and FACILITIES".

20. REMEDIES IN THE EVENT OF DEFAULT.

20.1 Each UNIT OWNER shall be governed by and shall comply with the provisions of this DECLARATION as they may exist from time to time. A violation thereof by any UNIT OWNER shall entitle the appropriate party to the following relief: an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the CONDOMINIUM ACT. Suit may be sought by ASSOCIATION, MANAGEMENT FIRMS, LESSOR, or, if appropriate, by an aggrieved UNIT OWNER. Each UNIT OWNER acknowledges that the failure to comply with any of the provisions of this DECLARATION shall or may constitute an injury to the ASSOCIATION, LESSOR, THE MANAGEMENT FIRMS, or the other UNIT OWNERS, and that such injury may be irreparable.

20.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the UNIT OWNER or ASSOCIATION, including the enforcement of any lien granted pursuant to the TERMS OF THIS INSTRUMENT; the ASSOCIATION, (if it is not defendant), MANAGEMENT FIRMS, LESSOR, or the, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees.

20.3 NO WAIVER. The failure of ASSOCIATION, THE MANAGEMENT FIRMS, UNIT OWNER, LESSOR, or the to enforce any right, provision, covenant, or condition which may be granted by the PROVISIONS OF THIS DECLARATION shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

20.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to ASSOCIATION, the MANAGEMENT FIRMS, LESSOR or UNIT OWNER pursuant to any of the provisions of this DECLARATION shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity. Each UNIT OWNER agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

20.5 VENUE; WAIVER OF TRIAL BY JURY. Every UNIT OWNER or OCCUPANT and all persons claiming any interest in a UNIT does agree that in any suit or proceeding brought pursuant to the provisions of this DECLARATION, that such suit shall be brought in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the LESSOR, or MANAGEMENT FIRMS, do further waive the right to trial by jury and consent to a trial by the court without a jury.

20.6 APPOINTMENT OF AGENT; PROVISIO. Should suit be instituted, the UNIT OWNERS or OCCUPANTS do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Deerfield Beach, Florida. The provisions hereof shall not be applicable to the LESSOR, or MANAGEMENT FIRMS.

20.7 PROVISIO. In the event of any default or violation of the terms and provisions of the LONG-TERM LEASE, the rights of all affected parties shall be as provided in the LONG-TERM LEASE.

21. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to UNITS OWNERS, either personally or by mail, at their place of residence in the CONDOMINIUM. Notices to the ASSOCIATION shall be delivered or mailed to the Secretary of the ASSOCIATION, or in the case of the Secretary's absence, then to the President of the ASSOCIATION.

22. CONSTRUCTION. All of the provisions of this DECLARATION shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters, including matters of substantial and procedural law.

23. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

24. CAPTIONS. The captions to the paragraphs of this DECLARATION are intended for convenience only, are not deemed to be all inclusive as to the matters contained in such paragraphs, and are not to be considered in connection with the construction of any of the provisions of this DECLARATION.

25. SEVERABILITY. If any term or provision of this DECLARATION, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this DECLARATION, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this DECLARATION shall be valid and enforceable to the fullest extent permitted by law.

26. GOVERNANCE. This community shall be governed by Chapter 718 of the Florida Statutes as same exists on the date hereof, and as same may be amended from time to time.