

DECLARATION OF CONDOMINIUM

Affecting the land and all improvements thereon known as THE GALLEON a condominium, lying and being in the County of Broward and State of Florida and described as:

Lot 21, block 34 in GALT OCEAN MILE ADD.
NUMBER TWO, as recorded in plat book 58, page 24,
of the public records of Broward County Florida

RECITALS, INTENT AND PURPOSE

WHEREAS, Cedar Lane Developers, Inc., a Florida Corporation hereinafter referred to as the "Developer", as owner in fee simple of the Property, has constructed thereon a multi-family dwelling containing among other things, 213 apartments, recreational facilities, swimming pool, recreation room and other appurtenances and facilities, all as hereinafter described; and

WHEREAS, by this Declaration, it is intended to subdivide the Property into 213 separate parcels of real property which, in accordance with the provisions herein contained, shall nevertheless be subjected to the benefits and burdens of a condominium; and

WHEREAS, a condominium is a method of ownership which, when applied to a multifamily dwelling, provides four separate title to each residential unit, which title shall consist of an apartment in an undivided interest in and to all of the Property that remains other than Apartments; and

WHEREAS, notwithstanding such separation of title, however, the owners by placing the condominium plan into effect will own with others common area property, including, without intending to limit the same to such elements thereof as the lobby, managers apartment, elevators, parking areas, landscaped areas, recreation room, swimming pool and related facilities used and controls in a manner consistent with the needs and desires of the residents in the community in which the's property is located; and

WHEREAS, it is desirable, therefore, that this Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Governors shall have the right and duty to affect the purposes of the condominium.

NOW, THEREFORE,

DECLARATION – Developer hereby declares on behalf of itself, its successors, grantees and assigns to its grantees and their respective heirs, successors and assigns as well as any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The Property from and after the date of the recording of this Declaration in the Office of the Clerk of the Circuit Court, in and for Broward County, Florida, shall be designated The Galleon Condominium Apartments, and she'll continue subject to each and all of the terms hereof until this

Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained and in conformance with the provisions of Florida Statutes 711 entitled "Condominium Act".

- I. DEFINITIONS: as used herein or elsewhere in the Condominium Documents unless otherwise provided, or unless the content requires otherwise, the following terms shall be defined as in this's article provided.

1. APARTMENTS: anyone of those parts of the's building which is separately described on Survey or Plans as Apartment followed by a number.

2. APARTMENT OWNER: the person, persons or entity holding title in fee simple to and's apartment.

3. ASSESSMENT: that portion of the cost of maintaining, repairing and managing the's property which is to be paid by each Apartment Owner.

4. ASSOCIATION: the Galleon Condominium Apartments' Inc. And it successors, and a Florida Corporation not-for-profit, copies of the Articles of Incorporation and By – Laws of which Corporation are annexed hereto and made parts hero of Exhibits B and C respectively.

5. BUILDING: the entire structure to be located on the Property will be built substantially in accordance with Plans and Specifications therefore prepared by Lieberman, Lieberman & Associates, 777 Third Avenue, New York, New York, and titles "The Galleon", Commission number 6509.

6. COMMON ELEMENTS: all that part of the Property which is not within the 213 Apartments as such Apartments are shown on the Surveyor Plans which exist within Apartments or is a pertinent says they are too by virtue of an easement therein created and the Apartment dividers on the balconies of the Building.

7. LIMITED COMMON ELEMENTS: That portion of the Common Elements consisting of separate and designated covered parking spaces specifically identified as Exhibit a, Pages 1 and three as to each of which said covered parking spaces a right of exclusive use has been reserved as an up pertinence to a particular Apartment as set forth in Exhibit A, Pages 1 and three as hereinafter described.

8. COMMON EXPENSES OFF: The actual and estimated cost of:

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

9. COMMON SURPLUS: The excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

10. CONDOMINIUM DOCUMENTS: This Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A – Surveyor Plans: Site Plan with typical floor plan, Floors one through 12 and 14 through 18, together with Apartment Plan and shares of interest attributed to the respective Apartments and and to the Common Elements, prepared by Mc Laughlin Engineering Company. And recorded in Condominium Book 3, Page 13, Broward County Records.

Exhibit B – Articles of Incorporation of The Galleon Condominium Apartments, Inc.

Exhibit C – By – Laws of The Galleon Condominium Apartments, Inc.

11. DEVELOPER: Cedar Lean Developers, Inc., It successors and/or assigns.

12. PERSON: Developer and any individual, firm, corporation, trustee or other entity capable of holding title to real property.

13. PLANS AND SPECIFICATIONS: The Plans and Specifications referred to in Article 1.5.hereof.

14. PROPERTY: the land is year in above-described, and the improvements located thereon.

15. SHARE: Saw percentage in and to the Common Elements attributed to each Apartment is set forth in Exhibit A.

16. BY – LAWS: The By – Laws for the government of the condominium as they may exist from time to time.

17. CONDOMINIUM PARCEL: And Apartment Unit together with the undivided share in the Common Elements and Common Surplus which are pertinent to the Apartment Unit.

18. CONDOMINIUM PROPERTY: Means and includes the land in a condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the condominium.

II. COMMON ELEMENTS USE:

The Common Element shall be used in accordance with and subject to the following provisions:

1. Covenants against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for participation or division of the Property or any part

thereof until the termination of this Declaration, in accordance with provisions herein elsewhere contained.

2. Rules and Regulations Promulgated by the Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and the respective families, guests, lessees, invitees and servants, as well as to provide for the exclusive use by in Apartment Owner and his guests, for specific occasions, of the swimming pool, recreation room or other similar facilities. Such use may be conditioned upon, among other things the payment by the Apartment Owner of such assessment as may be established by the Association for the purpose of defraying the costs thereof.

3. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, and the Association shall delegate the responsibility of management and operation to a professional management organization.

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

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

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements as to not exceed the sum of \$50,000. In the event the cost of said alterations and improvements shall exceed the sum of \$50,000, the approval of 75% of the first mortgagee's shall be required.

7. Shares of Apartment Owners. The Share of the Apartment Owner in the Common Elements shall be as stated in Exhibit A DNA hereto and may be altered only by amendment here are executed form for recording by all of the Apartment Owners and first mortgagee's of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

8. The Share of an Apartment Owner in the Common Elements is appurtenant to the Apartment owned by him, and inseparable from apartment ownership.

III MAINTENANCE AND REPAIR OF APARTMENTS

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

- a. all portions of the Apartments which contribute to the support of the Building, excluding, however, interior walls, ceiling and floor's not damage due to

structural defects, and including, without intent to limit the same two outside walls of the Building, structural slabs, proof and loadbearing columns;

- b. all conduits, excepting those serving the A/C units for the various Apartments returning to the A/C units located in the lobby, ducts, plumbing, wiring, lighting fixtures and other facilities for the furnishing of utility services which may be contained in the Apartment but excluding therefrom appliances and plumbing fixtures;
- c. all incidental damage caused to and Apartment by such work as may be done or cause to be done by the Association accordance here with;
- d. nothing herein contained shall be construed so as to cause the Association to be obligated for damage caused by the negligence of owners, their respective families, lessees, invitees and gas, but rather these persons shall be liable for any damage which they may cause to the Common Elements.

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

- a. to maintain, repair and replace at his expense all portions of the Apartment except the portions of each to be maintained, repaired and replaced by the Association.
- b. to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the Building.
- c. not to paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Apartment, unless the written consent of the Association is obtained.
- d. to promptly report to the Association or its agent any defective or need for repair, the responsibility for the remedying of which is with the Association.
- e. not to make any alterations in the portions of the Apartment or the Building which are to be maintained by the Apartment or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Governors of the Association and all first mortgagee's of individual units, nor shall any Apartment Owner impair any easement without first obtaining the written consent of the Association and of the Apartment Owner or Owners for whose benefit such easement exists.

3. Nothing herein contained, however, shall be construed so as to impose a contract rule liability upon the Association for maintenance, repair and replacement of the interior of any apartment, but the Association's liability for said interior of any Apartment shall be limited to damages resulting from negligence.

IV. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

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

2. Boundaries. Each Apartment shall be bounded as to both horizontal and vertical boundaries as shown on Surveyor Plans, subject to such encroachments as are contained in the building where do the same exist man how are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said Boundaries are intended to be as follows:

(a)vertical Boundaries:

(i) the underside of the concrete slab above and abutting the Apartments;

(ii) the underside of the concrete slab below and abutting the Apartments.

(b) horizontal Boundaries:

(i) interior, between Apartments – the various planes formed by the centerline of the interior walls between Apartments;

(ii) exterior of Apartments – the various planes formed by the exterior of the outside walls of the Building and/or the various planes formed by the exterior that where there is attached to or abutting the Building a balcony or terrace serving only the up Apartment being bounded, such boundary shall be exceeded and included within it such balcony or terrace.

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

(a) Common Elements and Comment Surplus: an undivided Share in and to the Comment Elements and Common Surplus, such undivided share to be that portion set forth in Exhibit A;

(b) The conveyance of a Limited Common Elements as an impertinence to the Apartment known as a covered parking space for the maintenance of a private passenger automobile in accordance with the Rules and Regulations of the Association:

(c) Easements for the benefit of the Apartment.

(d) Association membership and fines and assets held by the Association for the benefit of the Apartment Owner.

(e) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Apartments.

(f) In addition to and not in derogation of the ownership of the space described on the Surveyor Plans as exclusive easement for the use of the space not owned by the Apartment Owner and which is occupied by the Apartment, which easement shall exist until this Declaration is terminated in accordance with provisions herein elsewhere contained.

(g) The following easements from each Apartment Owner to each other Apartment Owner and to the Association:

- (I) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents;
- (II) Structural Support. Every portion of and Apartment which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements;
- (III) Emergency easements of Ingress and Egress. Easements over all balconies whenever reasonably required for emergency ingress and egress;
- (IV) No Apartment Owner shall install or allowed to be installed any lock, security device or other thing which will or might impair such easements,

(h) The following easements from each Apartment Owner to the assist Association:

- (I) Maintenance, repair and replacement. Easements through the Apartments and Common Elements for maintenance, repair and replacement of the Apartments and Common Elements. Use of these easements, however, for access to the Apartments shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- (II) Utilities. Easements through the Apartments and, and top elements for all facilities for the furnishing of utility services within the Building, which facility shall include but not be limited to conduits, docs, plumbing and wiring; provided, however, that the easements for such facilities through and Apartment shall be only substantially in accordance with the Plans and Specifications of the Building.

V. USE RESTRICTIONS

In order to provide for congenial occupation of the Building and to provide for the protection of values of the Apartments, the use of the Property shall be restricted to and be in accordance with the following provisions:

1. The Apartments shall be used for single-family residences only.
2. The Common Elements shall be used for the furnishing of services and facilities for which the same or reasonably intended, for the enjoyment of the Apartments.
3. No Apartment shall be occupied by any person not approved in advance by the Board of Governor is of the Association. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, is resident address; together with such other information as the Association might reasonably request . Any such approval once given may not thereafter

be withdrawn. Failure of the Board of Governors to disapprove within such period conclusively shall be deemed and constitute approval. The provisions in this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Article XVI hereof.

4. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and property use of the Property by its residents.
5. Lawful Use. No immoral, improper, oversensitive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Apartment Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.
6. Interpretation. In interpreting deeds, mortgages and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the meets and bounds expressed in the deed, mortgagor plan, regardless of settling or lateral movements of the Building and regardless of minor variance between boundaries shown on the plat or in the deed and those of the Building.
7. Regulations. Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Apartment Owner prior to the time that the same become effective. The initial regulations shall be deemed effective until amended by the Association. Such regulations shall not impair or limit the rights of mortgagee's or elsewhere recited.

VI. CONVEYANCES

The sale, leasing and mortgaging of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained.

1. The Developer shall not be required to obtain approval of the board That of Governors for the sale or lease of any Apartment. No Apartment Owner may dispose of in Apartment or any interest therein by sale or by lease without approval of the Board of Governors of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

(a) Notice to Association. And Apartment Owner intending to make sale or lease of his Apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchase silver or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Apartment Owner to the Association and any purchaser or less the produced by the Association as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Board of Governors of the Association shall either approve the transaction or furnish a purchaser or less the approved by the Association (and given notice thereof to the person desiring to sell or lease his apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in

the notice, except that a purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Governors of the Association shall be in recordable form, signed by any to members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30 – day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recorded form, as aforesaid. The Apartment Owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnish by the Association.

(c) The Association, subject to approval by the Board of Governors, shall have the right to purchase any Apartment.

2. Mortgage. No Apartment Owner may mortgages Apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, public or private pension fund, or Savings and Loan Association. The approval of any other mortgagee may be upon conditions determined by the Board of Governors of the Association.

VII. ADMINISTRATION

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

1. The Association shall be incorporated under the name “The Galleon Condominium Apartments, Inc.”, As a corporation not-for-profit under the laws of the State of Florida, under Articles of Incorporation of which a copy is attached as Exhibit B. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

2. The By – Laws of the Association shall be in the form attached as Exhibit C until such are amended in the manner therein provided.

3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By – Laws, together with those reasonably implied to affect the purposes of the Association and this Declaration; provided, however, that if they are our conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By – Laws, the terms and provisions of this Declaration shall prevail and the Apartment Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By – Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By – Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration shall be so exercised except that whenever this Declaration requires the act or approval of the Board of Governors of the Association, such act or approval must be that of the Board done or given in accordance with the By – Laws.

4. Notice or demands, for any purpose, shall be given by the Association to Apartment Owners, and by Apartment Owners to the Association and other Apartment Owners in the manner provided for notices to members of the Association by the By – Laws of the Association.

5. All funds and titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Apartment Owners for the purposes herein stated.

6. All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such in, anticipated) shall be used for the purpose of reducing perspective Common Expenses prior to establishing the annual assessment for Common Expenses.

VIII. INSURANCE

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

1. Authority to Purchase. Except Builders Risk and other required insurance furnished by the Developer during construction; all insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Apartment Owners and their respective mortgagee's. The policies shall provide for the issuance of certificates of insurance to the holders of post mortgages on the Apartments or any of them and, if insurance companies will agree, shall provide that the insurer waives its right of subrogation as to any claim against Apartment Owners, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. Approval. All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida and shall be subject to approval by the First Federal Savings and Loan Association of Broward County, Florida, whenever that institution is listed in the roster of mortgagee's. And, if such institution is not listed in this roster, then by the bank, savings and loan association or insurance company which, according to such roster, at the time for approval is the owner and holder of the oldest unsatisfied mortgage upon an Apartment in the Condominium held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if no response from the mortgagee is not received within such ten – day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

3. Named Insured. The names insured shall be the Association individually and as agent for the Apartment Owners without naming them, and shall include the mortgagee's of Apartment which are listed in the roster of mortgagee's. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment Owners may obtain insurance coverage at their own expense upon their own personal property and further personal liability and a living expense.

4. Copies to Mortgagee's one copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the expiration of expiring policies.

5. Coverage

(a) Casualty. The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereon (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against the following:

(I) loss or damage I fire and other hazards covered by the standard extended coverage endorsement;

(II) such other risks as from time to time customarily shall be covered with respect to building similar in construction, location and use as the Building, including but not limited to handle a sum, malicious mischief, windstorm and water damage.

(b) Public Liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non—owned automobile and off – premises employee coverage’s;

(c) Worker’s Compensation policy to meet the requirements of law;

(d) All liability insurance shall contain cross – liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner.

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

7. All insurance policies purchased by the Association shall be for the benefit of the Association and the Apartment Owners and their respective mortgagee’s as a respective interests may appear and shall provide that all proceeds payable Arizona results of casualty losses shall be paid to the Broward National Bank, as Trustee, or to any other bank in Florida with trust powers and total assets of more than \$50,000,000. Such Trustee or any other bank acting as such is herein refer to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Apartment Owners, and their respective mortgagee’s, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

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

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

(I) partial destruction when the Building is restored – for the Owners of damage Apartments in proportion to the cost of repairing the damage suffered by each damaged Apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and

each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(II) total destruction when the Building is destroyed or where the Building is not to be restored – space for all Apartment Owners, the share of each being that share set forth in Exhibit A.

(c) Mortgagee's. In the event of mortgagee endorsement has been issued as to an Apartment, the share of the Apartment Owner shall be held in trust for the mortgagee in the Apartment Owner is their interests may appear; provided, however, that no mortgagee shall have any right to determine what participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds accept distributions thereof made to the Apartment Owner and mortgagee pursuant to the provisions of this Declaration.

8. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners at first he were making provisions for payment of the expenses of the Insurance trustee following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to deprave the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners; all remittances to Apartment Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Apartment Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.

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

(d) the provisions of this Section VIII shall not be amended without the prior written approval of the mortgagee's.

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. If any part of the Common Elements shall be damaged by casualty, such damage portion shall be promptly reconstructed or repaired as hereinafter provided for unless such damage renders one – half or more of the Apartments untenable and Apartment Owners, who, in the aggregate, own 80% or more of the shares, vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter.

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

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

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

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

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

2. Assessments. If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessment shall be made against all Apartment Owners in sufficient amounts to provide funds for the payment of such costs.

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

(a) Association. If the amount of the estimated cost of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee.

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

(i) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the Apartment Owner: two such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts

and at such times as seat Apartment Owner may direct, or if there is a mortgagee endorsement than just such payee as a Apartment Owner in the first mortgagee direct.

(ii) Association – – Lesser Damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be dispersed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund shall be dispersed in the manner hereinafter provided for the reconstruction and repair of major damage.

(iii) Association – – Major Damage. If the amount of the estimated cost of reconstruction and repair of the Building other improvements is more than the total of the annual assessments for the Common Expenses made during the year at which the casualty occurred, then the construction fund shall be applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated now more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by Association or is justly due to contractors, subcontractors material men, architects, or other persons will render services or furnished materials in connection with the work giving a brief description of the services and materials and the several amounts so paid for withdrawal of insurance proceeds in any previous event pending requests, or has been paid out any proceeds of insurance received by the Association, and that the sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is not outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanics, material men's or similar lien upon such work, the Common Elements or any individual Apartment, and (iii) that the cost is estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sums so requested.

(iv) Surplus. It shall be presumed that the first monies dispersed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Apartment Owners and their mortgagee's, or the beneficial owners of the fund.

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

X. ASSESSMENTS

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

1. Share Expense. Common Expenses – Each Apartment Owner shall be liable for his share of the Common Expenses, and the share shall be equal to the percentage that each Apartment bears to the Common Elements as set forth in Exhibit A, and he shared in the Common Surplus shall be a like percentage.

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

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

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

(b) Alteration and Improvement Account – to which shall be credited all sums collected for alteration and improvement assessments:

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

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

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

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

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

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

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

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

10. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien on the following property will shall be subordinate to any prior recorded mortgage on the Apartment:

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

(b) All tangible personal property located in the Apartment except that such lien shall be subordinate to prior bona fide liens of record.

11. Collection.

(a) Interest: Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then the assessment payment first do. All interests collected shall be credited to the, Common Expense Account.

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

XI. COMPLIANCE AND DEFAULT

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

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

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

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

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

(e) All rights, remedies and privileges granted to the Association or an Apartment Owner pursuant to any term, provision, covenants or conditions of the Condominium Documents shown that be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies and privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XII. AMENDMENT.

Except for alterations in the Shares which cannot be done except with the consent of all Apartment Owners who shares are being affected and their mortgagee's, and with the exception of any amendment to the requirements that the mortgagee's approve any amendment to the provisions relating to their approval of insurance provisions as set forth in Section VIII. 8. (d) supra, the Condominium Documents may be amended in the following manner:

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

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

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

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

2. Association: Articles of Incorporation and By-Laws. The Articles of Incorporation in the By-Laws of the Association shall be amended in the manner provided by such documents.

XIII. TERMINATION.

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

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

2. Destruction. If it is determined in the manner elsewhere provided that the Property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the

Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

3. Shares of Apartment Owners after Termination. After termination of the Condominium, the Apartment Owners shall own the Property as tenants in common in undivided shares in the holders of mortgages and liens against the Apartment or apartments formerly owned by such Apartment Owners shall have mortgages and liens upon the respective undivided shares of the Apartment Owners; such undivided shares of the Apartment Owners shall be as set forth in Exhibit A. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Apartment Owners and their first Mortgagee's in proportion to their ownership of the Common Elements. The costs incurred by the Association in connection with a termination shall be a Common Expense.

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

XIV. COVENANTS RUNNING WITH THE LAND

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

XV. LIENS

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

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

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

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

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

XVI. JUDICIAL SALES

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

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

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

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

3. In the event proceedings are instituted to foreclose any mortgage on any Apartment, the Association on behalf of one or more Apartment Owners, shall have the right to read deemed from the mortgagee for the amount due thereon including reasonable attorney's fees and costs or to purchase such Apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings and should the mortgagor fails to read deem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the Property redeemed, free from any claim or right of any grantee, his heirs or assigns of such mortgagor and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, Savings and Loan Association, insurance company or any other recognized lending institution from owning a mortgage on any Apartment, and such lending institution shall have an unrestricted absolute right to accept title to the Apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said Apartment at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the institution of foreclosure proceedings during which 30 days the Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to read deem such mortgage, then and in that event the mortgagee taking title in such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such Apartment and occupied the same and let, real net, sell and resell the same without complying with the restriction limiting the occupation of said Property to persons approved by the Association. If the Association or any members as aforesaid, we deem such mortgage or cure such default, it shall have a lien against the Apartment for all sums expended in connection therewith and shall have the same rights to collect such sums as in the case of the past-due assessment.

XVII. PROVISIONS PERTAINING TO DEVELOPER

for so long as the Developer continues to own any of the Apartments the provisions shall be deemed to be in full force and effective, none of which shall be construed so as to relieve Developer

from any obligations of an Apartment Owner to pay assessments as to each apartment owned by it in accordance with the Condominium Documents.

1. For so long as the Developer owns ten or more Apartments, a majority of the Board of Governors of the Association shall be elected by the Developer, and such members as may be elected by the Developer need not be residents of the Building, but in no event shall the Developer elected majority of the Board of Governors for a period of longer than two years from date of Certificate of Occupancy.

2. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property where the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guarantee is made nor intended, nor may one be relied upon.

XVIII. If any term, covenant, provision, phrase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to of fact, alter, modify or impair in any manner whatsoever any other term, provision, covenant or elements of the Condominium Documents.

XIX. APARTMENT DEEDS

Any transfer of Van Apartment shall include all appurtenances thereto whether or not specifically described.

XX. CAPTIONS

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

XXI. GENDER, SINGULAR, PLURAL

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