

AMENDED AND RESTATED 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.
No. 2, 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 the prior 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 on August 29, 1967, the original Declaration of Condominium for The Galleon was recorded by the Developer in the Official Records Book 3486, Page 775 of the Public Records of Broward County ("Original Declaration"). The Original Declaration, as it previously has been amended, is hereby further amended in part and restated in its entirety. The exhibits recorded with the Original Declaration, as previously amended, are hereby and fully incorporated as the Exhibits to this Amended and Restated Declaration, including, but not limited to, Exhibits "A" and "B", and except for and specifically excluding Exhibit "C", the Bylaws, attached as the fully Amended and Restated Bylaws to this Amended and Restated Declaration for The Galleon Condominium Apartments, Inc., a Florida corporation not for profit, which said Association makes the following Declarations:

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 multi-family dwelling, provides for a 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, manager's apartment, elevators, parking areas, landscaped areas, recreation room, swimming pool and related facilities used and controlled in a manner consistent with the needs and desires of the residents in the community in which the 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~~ The Association 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 Amended and Restated Declaration in the Public Records of Office of the Clerk of the Circuit Court, in and for Broward County, Florida, shall be is designated The Galleon Condominium Apartments, and shall 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~~ Chapter 718, entitled "Condominium Act," as it may be amended from time to time.

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 article provided.

1. APARTMENT: Any one of those parts of the Building which is separately described on "Surveyor Plans" as Apartment followed by a number.
2. APARTMENT OWNER: The person, ~~or~~ persons or entity holding title in fee simple to an apartment.
3. ASSESSMENT: That portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Apartment Owner.
4. ASSOCIATION: The Galleon Condominium Apartments, Inc. and its successors, a Florida corporation not for profit, copies of the Articles of Incorporation and ~~By-Laws~~ the Amended and Restated Bylaws of which corporation are annexed hereto and made parts hereof as Exhibits B and C respectively.
5. BUILDING: The entire structure ~~to be located on the Property will be~~ was built substantially in accordance with the Plans and Specifications therefor prepared by Liebman, Liebman & Associates, 77 Third Avenue, New York, N.Y., entitled "The Galleon," Commission No. 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 or which exist within Apartments or as appurtenances thereto 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 3, as to each of which said covered parking spaces a right of exclusive use has been reserved as an appurtenance to a particular Apartment as set forth in Exhibit A, Pages 1 and 3 as hereinafter described.
8. COMMON EXPENSES: 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) 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) any other items held by or in accordance with other provisions of this Declaration or the Condominium Documents to be Common~~Common~~ 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 1 through 12 and 14 through 18, together with Apartment Plan and shares of interest attributed to the respective Apartments and to the Common Elements, prepared by McLaughlin 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 – Bylaws~~Laws~~ of The Galleon Condominium Apartments, Inc.
11. DEVELOPER: Cedar Lane Developers, Inc., its successors and/or assigns.
12. PERSON: ~~Developer and any~~ 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 as hereinabove described, and the improvements located thereon.
15. SHARE: The percentage in and to the ~~Common Elements~~ Common Elements attributed to each Apartment is set forth in Exhibit A.
16. ~~BY LAWS~~ BYLAWS: The ~~By-laws~~ Bylaws, which have been Amended and Restated, for the government of the condominium as they may exist ~~be further amended~~ from time to time.
17. CONDOMINIUM PARCEL: An Apartment Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant 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. USE OF COMMON ELEMENTS ~~USE~~:

The Common Elements 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, her, or their interest in the Property, shall bring any action or proceeding for partition 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, the Apartments, or any part thereof in any manner contrary to or not in accordance with such ~~rules~~ Rules and regulations ~~Regulations~~ pertaining thereto as from time to time may be amended and promulgated by the Board of Governors of the Association. Without in any manner intending to limit the generality of the foregoing, the Board of Governors of the Association shall have the right, but not the obligation, to promulgate ~~rules~~ Rules and regulations ~~Regulations~~ regarding the use of the Apartments and the Common Elements, which may include, but not be limited to, the Rules and Regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, lessees, invitees and servants, as well as to provide for the exclusive use by in Apartment Owner and his, her or their 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 may 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~~ Rules and regulations ~~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 by~~ other Apartment Owners, as determined in the sole direction of the Board of Governors.
6. Alterations and Improvements. The Board of Governors of the Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements as do not exceed the sum of ~~Five-Ten Thousand~~ (\$~~5~~10,000.00) Dollars. In the event the cost of said alterations and improvements shall exceed the sum of ~~Five-Ten Thousand~~ (\$~~5~~10,000.00) Dollars, the approval of sixty percent (60%) ~~seventy-five percent (75%)~~ of the Apartment Owners ~~first mortgagees~~ 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 annexed hereto and may be altered only by amendment hereof executed in form for recording by all of the Apartment Owners and first mortgagees 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, her or them, 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 floors not damaged due to structural defects, and including, without intending to limit the same to outside walls of the Building, structural slabs, roof 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) limited all incidental damage caused to an Apartment by such work as may be done or caused to be done by the Association in accordance herewith, as determined by the Board of Governors;
- (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 guests, 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) (a)—to maintain, repair and replace at his, her or their expense all portions of the Apartment except the portions of each to be maintained, repaired and replaced by the Association. By way of example, and not limitation, each Apartment Owner shall be responsible for the maintenance, repair, and replacement of all windows, window frames, balcony doors, and balcony door frames of his, her or their Apartment. Notwithstanding anything to the contrary contained herein, the Association shall be responsible to maintain, repair, and replace the front doors, kitchen doors, and the utility doors to the Apartments, except if: (i) the damage to such doors was due to the negligent act or omission of the Apartment Owner, in which case the Apartment Owner shall be responsible for such damage; or, (ii) the door that requires repairs/replacement previously had hurricane impact protection installed by the Apartment Owner, in which case the Apartment Owner shall be responsible for such repairs/replacement.
- (b) to perform his, her or their 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 defect 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 to any portions of the Building which are to be maintained by the Apartment Association or to remove any portion thereof or to make any additions thereto or to 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 or its authorized designee and all first mortgagees 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. By way of example, and not limitation, no Apartment Owner shall install: (i) any fixed floor coverings in his, her or their Apartment; (ii) hurricane protection, such as hurricane impact windows, impact doors, or shutters; and/or (iii) exterior window coverings without submitting written plans and specifications to the Board of Governors, or the authorized designee of the Board, for their review and prior approval.

(f) In the event the Apartment Owner fails to maintain his, her or their Apartment after receipt of a written notice from the Association, the Association may, but shall not be obligated to, access the Apartment to undertake any required maintenance, repairs, replacement, and utilities to the Apartment. Any costs incurred by the Association pursuant to this Section shall be deemed to be an assessment against the Apartment, collectible from the Owner in the same fashion as any other assessment as provided for in Article X hereunder.

3. Nothing herein contained, however, shall be construed so as to impose a contractual 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 Surveyor 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 whether the same exist now or 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, except that where there is attached to or abutting the Building a balcony or terrace serving only the Apartment being bounded, such boundary shall be extended 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 appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of an Apartment Owner in the Property, which shall include but not be limited to:
 - (a) ~~Common Elements and Common Surplus:~~ An undivided Share in and to the Common Elements and Common Surplus, such undivided share to be that portion set forth in Exhibit A.;
 - (b) The conveyance of a Limited Common Element as an appurtenance 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; In accordance with Chapter 718 of the Florida Statutes, as it may be amended from time to time, an Apartment Owner may transfer, or assign to another Apartment Owner, or to the Association, the exclusive right to use his, her or their assigned covered parking space, provided that every Apartment must have a minimum of one (1) assigned covered parking space. Any such transfer or assignment of a covered parking space must be registered with the Board of Governors, in advance, and in writing, in order to be valid.
 - (c) Easements for the benefit of the Apartment.;
 - (d) Association membership and funds 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, an 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 any~~ 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) Access to Easements. 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 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, emergency, or pursuant to the irrevocable right of access provided to the Association under Chapter 718 of the Florida Statutes, as it may be amended from time to time.
 - (ii) Utilities: Easements through the Apartments and Common Elements for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an 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. Number of Residents. The Apartments shall be used for single-family residences only. No more than two (2) permanent residents shall be permitted to occupy a 1-bedroom Apartment. No more than four (4) permanent residents shall be permitted to occupy a 2-bedroom Apartment. No more than six (6) permanent residents shall be permitted to occupy a 3-bedroom Apartment. The occupancy limitations referenced

herein shall be based on the number of bedrooms originally constructed for an Apartment. The term "permanent resident" shall be defined herein as any individual residing in the Apartment for at least thirty (30) days in any twelve- (12-) month period.

2. Use of Common Elements. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Apartments.
3. Guests. ~~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, his 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 to 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 XVII hereof.~~ Notwithstanding anything to the contrary contained herein or in the Rules and Regulations of the Association, Guests shall be permitted to occupy an Apartment no longer than sixty (60) thirty (30) cumulative days in any twelve- (12) month period. Any further occupancy shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application to the Board for approval, as provided for in Article VI hereunder. For purposes of this Section, "Guests" shall include any person present in any Apartment or any portion of the Common Elements or Property other than the Apartment Owner, the members of the Apartment Owner's immediate family permanently residing in the Apartment, and any approved tenants under an approved lease.
 - (a) While an Apartment owner and/or his or her spouse are in residence, they may have one or more guests or immediate family members or friends visit them provided Security is notified of such visitors.
 - (b) When an Apartment owner and/or his or her spouse are not in residence, the only persons who may occupy the Apartment are:
 - (i) An immediate family member of such owner/spouse provided the Association has received prior written permission from the owner or spouse for that family member to occupy the Apartment. For purpose of this Section, "immediate family" is defined as the spouse of the Apartment Owner, as well as the parents, children, siblings, grandparents and/or the grandchildren of the Apartment Owner, and the respective spouses of the forgoing persons.

- (ii) For the purpose of this Section, the "immediate family" shall also be defined to include the trustee of a Trust in which the Apartment Owner is the grantor, and the respective spouse of such persons.
 - (iii) Any personal representative of an owner or spouse of an owner who is legally authorized to make legal and/or medical decisions for the owner or spouse.
 - (iv) A person who resides in the Apartment who has been screened by the Association.
4. Peaceful Possession. 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 proper use of the Property by its residents-, as determined in the sole discretion of the Board of Governors.
5. Lawful Use.
 - (a) No immoral, improper, offensive 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.
 - (b) No trade, business, professional or any other type of commercial activity is permitted within a unit without exception, other than a home-based business that otherwise meets the requirements of the Declaration. By way of example, and not limitation, a home-based business will be permitted if it: (i) does not involve any conduct that is detectable by sight, sound, or smell from outside the residence; (ii) does not involve any conduct that requires trade/commercial vehicles from being parked in a visible location in the Community; (iii) conforms to all zoning requirements for the Community and applicable City/County ordinances; (iv) does not involve conduct that requires persons coming into the Community who do not reside in the Community or door-to-door solicitation of residents; and/or. (v) only involves conduct that is consistent with the residential character of the Community and does not create a nuisance, or a hazardous or offensive use, or threaten the security or safety of the residents of the Community. Whether any conduct/home-based business violates or complies with the foregoing shall be determined in the sole discretion of the Board of Governors.
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 metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movements of the Building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the Building.

7. Rules and Regulations. Rules and Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such Rules and ~~regulations~~ 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 Rules and regulations Regulations shall not impair or limit the rights of mortgagees as elsewhere recited.
8. Sale and Transfer of an Apartment. Upon the effective date of this Amended and Restated Declaration, and in conjunction with the sale approval process elsewhere provided herein, any sale or transfer of an Apartment shall be restricted to natural persons only. Any sale or transfer of an Apartment to an artificial or fictitious person, with the terms "artificial or fictitious person" to be defined herein to include, but not be limited to, a corporate entity, a general or limited partnership, a limited liability partnership, or a limited liability company, is prohibited. Notwithstanding anything to the contrary contained herein, this Section shall not apply to an Apartment in which title is held in the name of a revocable living trust for estate planning purposes, and occupancy of the Apartment is only by the Grantor, Trustee and/or the beneficiaries under the trust, or a tenant who has been previously approved by the Association. The current Apartment Owner must submit to the Association a copy of the portion of the Trust document that is executed by all of the parties under which title is proposed to be held, as well as the names of all occupants of the Apartment. Any change in the Trust document must be filed with the Association.
9. No Pet Building. No animals, pets, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred, or kept within any Apartment or brought onto the Property. Notwithstanding the foregoing, pursuant to all applicable Federal and State laws, an 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 an Apartment, provided that the requesting owner or resident submits documentation from a qualified medical professional that demonstrates a sufficient connection between how the identified disability of the owner/residents 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 Apartment and to assist in treating the disability. An owner/resident desiring to maintain an emotional support/service animal must obtain application materials from the Board of Governors and must obtain the approval of the Board prior to bringing the animal to the Condominium. From time to time, the Board may adopt Rules and Regulations regarding emotional support/service animals and any other requirements as may be prescribed by prevailing law.

10. Lease Restrictions. No Apartment shall be leased during the first twelve (12) months following the acquisition of title to that Apartment. In the event title to the Apartment is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term. This Section shall not apply to any Apartment owned by the Association. Lease terms shall be for a minimum of three (3) months and a maximum of one (1) year. Any renewal of any original lease term must be approved, in advance, by the Board of Governors, as more particularly set forth in Article VI hereunder. Subleasing is prohibited and an Apartment Owner may not lease less than the entire Apartment.

11. Parking:

(a) Covered Parking Spaces: Except those spaces in the lower garage designated as rental spaces for motorcycles, all covered parking spaces are reserved only for residents' vehicles registered with the Association. Motorcycles and commercial vehicles are not permitted to park in designated covered parking spaces. No campers, recreational vehicles, trailers, boats, watercraft, or any other vehicle which is not routinely used for family or personal use, including, without limitation, limousines, shall be permitted to park in any covered parking space. Certain small, compact, non-commercial trucks will be permitted within the covered parking provided they meet the following criteria:

- (i) The overall truck length and width must fit within the parking space parameters, and no trailer hitch or other device may extend over any portion of the parking space parameters, including, without limitation, extending over any portion of a common element walkway.
- (ii) The overall truck height may not be over 74 inches, and the overall cargo carrying capacity of the truck may not exceed one-half ($\frac{1}{2}$) ton, as established by the original manufacturers' specifications. It will be the owners' responsibility to provide to the Association, upon request, original manufacturers' specifications. If the Apartment Owner cannot provide these specifications, the Board of Governors, at their sole option, may declare the truck to be prohibited.
- (iii) Suspension components and tires may not be altered to be higher than the original manufacturers' specifications. No dual wheels are permitted. It will be the owners' responsibility to provide to the Association, upon request, original manufacturers' specifications. If the owner cannot provide these specifications, the Board of Governors, at their sole option, may declare the truck to be prohibited.
- (iv) Tonneau covers are allowed, provided they are of commercial manufacture and properly fitted. No items of any kind shall be left exposed in any permitted truck. No tarpaulin of any kind shall be used to cover the body or contents of a truck while parked at the

Condominium. Permanently mounted storage chests are allowed, provided they are of commercial manufacture and do not exceed bed width.

(b) Parking Circle: The upper parking circle is reserved for visitors' vehicles only. No residents' vehicles are permitted to park in the circle.

(c) Uncovered Parking Spaces: The uncovered parking spaces on the upper north and south sides of the building are common area parking spaces. These spaces are reserved only for visitors' and residents' vehicles on a first come-first served basis and cannot be reserved.

(d) Lower Outside Parking Lot: The lower parking lot adjacent to Galt Ocean Drive is reserved for, but not limited to, visitor, delivery, contractor, and commercial vehicle parking.

(e) For purposes of enforcing this Section entitled "Parking," the Board of Governors, in their sole discretion, may determine whether any vehicle or the parking of any vehicle constitutes a violation of this Section. The parking of any vehicle on the Property is subject to the Rules and Regulations as may be adopted by the Board of Governors from time to time.

12. No-Smoking Building. Smoking is prohibited anywhere at the Condominium, except for any areas designated for smoking by the Board of Governors from time to time.

VI. CONVEYANCES

The sale, transfer, leasing and mortgaging of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained. In order to secure a community of congenial and financially responsible residents and thus to protect the value of the Apartments, the sale, gift, leasing, or other conveyance of an Apartment by any Apartment Owner shall be subject to the following provisions:

1. The Developer shall not be required to obtain approval of the Board of Governors for the sale or lease of any Apartment. No Apartment Owner may dispose of an 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: Sale, Lease, or Gift. Except as provided herein, no Apartment Owner may dispose of an Apartment or any interest therein by sale, lease, or gift, which includes, but is not limited to, a transfer via Quit-Claim Deed, a devise, or an inheritance, without the prior written approval of the Association. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An Apartment Owner intending to make a bona fide sale, or lease, or gift of his, her or their Apartment or any interest therein shall give notice to the Board of Governors of such Association of such intention,

together with the name and address of the intended ~~proposed~~ purchaser, ~~or~~ lessee, or donee, an executed copy of the proposed lease or other instrument evidencing a change in title to the Apartment, and with such other information as the Association reasonably may require, which may include a personal interview with the prospective purchaser, lessee, or donee at the discretion of the Board, 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 lessee produced by the Association as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects. In addition, in amounts not to exceed the highest allowed under the law, as it may be amended from time to time, the Board may require the payment of a transfer fee, as well as a security deposit to protect against damages to the common elements or Association property. If the Board requires a transfer fee, a security deposit, and/or an interview, no application shall be considered complete without the payment of the transfer fee, the security deposit, and the interview, as well as the delivery of such other information that may be required by the Board. The Board may promulgate additional Rules and Regulations from time to time regarding restrictions pertaining to the transfers or leasing of Apartments.

- (b) Election of Association—Sale. Within thirty (30) days after receipt of such the notice and all such other information as the Association may require, the Board of Governors of the Association shall ~~either shall~~ approve the transaction or furnish a purchaser or lessee approved by the Board, which may be the Association, (and give 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~~ Such purchaser or lessee furnished by the Association may not have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, unless some other time is agreed to by the parties, 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 two 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 furnished by the Association. In the event the Association does not furnish a purchaser approved by the Board who will accept the terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice and any required supplemental information, then and in that event the seller shall be free to sell his, her or their Apartment to the proposed purchaser, and the Association shall provide the original proposed purchaser of said sale with an approval.

[NOTE: The following is new. The original VI.1(c), (d), & (e) are picked up further down where noted]

(c) Election of Association—Lease. If the proposed transaction is a lease, then, within thirty (30) days after receipt of notice and other supplemental information required by the Association, the Association must either approve or disapprove the proposed lease. If the lease is disapproved, the lease shall not be made.

(d) Election of Association—Gift. If the notice of an intended gift, or the Apartment Owner giving notice has acquired title by gift, then, within thirty (30) days after receipt of notice and other supplemental information required by the Association, the Association must either approve or disapprove the donee. If the Board disapproves a proposed gift, the Apartment Owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Board shall be void. If the Apartment Owner giving notice has acquired title by gift, then, within thirty (30) days after receipt of notice and such other information as the Board may require, the Board shall deliver or mail to the Apartment Owner an agreement signed by a purchaser approved by the Board, which purchaser may be the Board, and obligating the purchaser to buy the Apartment and improvements therein upon the terms hereafter stated. The seller shall be obligated to sell the Apartment upon the following terms:

- (i) The sales price shall be the fair market value, determined by agreement between the seller and the purchaser, within sixty (60) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) M.A.I. and/or S.R.A. Appraisers, one (1) appointed by seller and one (1) appointed by purchaser, who shall base their determination upon an average of their appraisals of the Apartment. The time to close shall be extended pending valuation. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. In any action for specific performance, the prevailing party shall be entitled to receive reasonable attorneys' fees and court costs incurred.
- (ii) The purchase price shall be paid in cash or upon terms approved by the seller.
- (iii) The sale shall be closed within thirty (30) days following the determination of the sale price or at such other time as is agreed upon by the parties.

- (iv) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his, her or their agreement to purchase, then, notwithstanding the disapproval, the Apartment Ownership of the donee shall be deemed to have been approved.

[NOTE: Original "VI.2. Mortgage" has been moved and modified below. The following Section 2 is new.]

2. Exceptions. The foregoing provisions of the Section entitled "Conveyances" shall not apply to:
 - (a) A transfer or sale to, purchase by, an institutional lender, including a bank, life insurance company, or savings and loan association, that acquires title as a result of owning a mortgage of the Apartment concerned, whether the title is acquired by deed from the mortgagor, his, her or their successor or assigns, or through foreclosure proceedings.
 - (b) A transfer to a purchaser who acquires title to an Apartment at a duly advertised public sale with open bidding that is provided by law, such as an execution sale, foreclosure sale, judicial sale, or tax sale.
 - (c) Any Apartment owned by the Association.
3. Failure to follow the provisions of this Section prior to entering into any sale, transfer, lease, or gift of an Apartment shall cause such transfer to be void and no interest in the Apartment shall pass. All costs associated with any enforcement of this Section, including attorney's fees regardless of whether there is the requirement of litigation to gain compliance, shall be deemed to be a special assessment against the Apartment, collectible in the same fashion as any other assessment hereunder.
4. Notwithstanding anything to the contrary contained in this Declaration, the Board of Governors shall have the right to disapprove a proposed sale, gift, or lease of an Apartment by considering the following factors as constituting good cause for such disapproval: however, the Board is not required to provide such specific reason for disapproval:
 - (a) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or the person has been charged with any such felonies and the person was not acquitted or the charges were not dropped;
 - (b) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures, or bad debts, or

the person does not appear to have adequate financial resources available to meet his, her or their obligations to the Association;

- (c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Community. By way of example, but not limitation, an Apartment Owner allowing an applicant to take possession of the Apartment prior to approval by the Association, as provided for herein, shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions;
- (d) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;
- (e) The Apartment Owner requesting approval has had fines levied against him or her which have not been paid; or
- (f) All assessments and other charges against the Apartment have not been paid in full.
- (g) So as to insure the availability of sufficient funds for the operation and management of the Community, economic criteria shall be a factor in whether an applicant qualifies for Apartment Ownership. From time to time, the Board shall have the ability to establish economic criteria of all applicants for purchase and/or gift that will be reasonably designed to address the financial capability of a prospective purchaser or donee to meet the financial obligations of Apartment Ownership. Such criteria shall include, but not be limited to, access to and availability of sufficient funding to meet the ongoing maintenance assessments, and special assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for the disapproval of applicant(s) for purchase or gift as a failure to qualify hereunder. It shall be specifically acknowledged that the availability of a mortgage to fund the proposed purchase is not conclusive of financial capability unless the interest of the Association is made superior to any such claims by way of a subordination agreement.

[Note: Original VI.1(c), (d), & (e) and Section VI.2 are picked up and modified here.]

- (e)5. Apartment Owners leasing their apartments shall be responsible to the Association for the cost of repairs as a result of any damage to the premises caused by the Lessees. Any costs incurred pursuant to this Section shall be deemed to be an

assessment against the Apartment, collectible from the owner in the same fashion as any other assessment as provided for in Article X hereunder.

~~(d) The Association, subject to approval by the Board of Governors, shall have the right to purchase any apartments.~~

~~(e) The Association may make a charge in connection with the sale, mortgage, lease or other transfer of a unit for its approval of the transaction. Such fee shall not exceed the highest amount allowed under the law, as it may be amended from time to time per applicant.~~

2.6. Mortgage.—No Apartment Owner may mortgage ~~his or her~~his, her or their 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 mortgages 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~~Bylaws 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 Chapter 718 of the Florida Statutes, as amended from time to time, this Declaration, the Articles of Incorporation and the By-LawsBylaws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the ~~By-Laws~~Bylaws, 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~~Bylaws 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~~Bylaws 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~~Bylaws.

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~~Bylaws of the Association.
5. All funds and the 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 income anticipated) shall be used for the purpose of reducing prospective 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, a~~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 mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgagee endorsements to the holders of first 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 such locations as determined in the sole discretion of the Board of Governors~~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 mortgagees. 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 a 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 named insured shall be the Association individually and as agent for the Apartment Owners without naming them, and shall include the mortgagees of Apartments which are listed in the roster of mortgagees. 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 for their personal liability and living expense.
4. Copies to Mortgagees. 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~~ 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 by 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 buildings similar in construction, location and use as the Building, including, but not limited to, vandalism, malicious mischief, ~~windstorm~~ and 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 coverages;
 - (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. These policies shall be for the benefit of the Association and the Apartment Owners and their respective mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the ~~Broward National Bank, as Trustee, or to any other bank in Florida as Trustee, as determined by the Board of Governors, with trust powers and total assets of more than \$50,000,000.~~ Such Trustee or any other bank acting as such is herein referred to as the Insurance Trustee. At the sole discretion of the Board of Governors, the Board of Governors may act 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 mortgagees, 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, her or their 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) ~~p~~Partial destruction when the Building is restored—for the Owners of damaged Apartments in proportion to the costs 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) ~~t~~Total destruction when the Building is destroyed or where the Building is not to be restored—for all Apartment Owners, the share of each being that share set forth in Exhibit A.
 - (c) Mortgagees. In the event a mortgagee endorsement has been issued as to an Apartment, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except 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 after first paying or making provisions for payment of the expenses of the Insurance Trustee in the 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 defray 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 mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by ~~him~~the mortgagee.

(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 mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by ~~him~~the mortgagee.

(c) Certificate. In making distribution to Apartment Owners and their mortgagees, 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 mortgagees.

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. If any part of the Common Elements shall be damaged by casualty, such damaged 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 eighty percent (80%) ~~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 encroachment exists,

provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the 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~~ 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: to 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 the Apartment Owner may direct, or, if there is a mortgagee endorsement, then to such payees as an Apartment Owner and the first mortgagee direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Apartment Owner to make such reconstruction or repair.

- (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 ~~hereafter~~ 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 or other improvements is more than the total of the annual assessments for the Common Expenses made during the year in 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 not 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, who shall be selected by the Association, setting forth (i1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered 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 request or has been paid out of 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; (ii2) 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, mechanic's, ~~materialmen's~~ materialman's or similar lien upon such work, the Common Elements or any individual Apartment; and (iii3) that the cost as 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 disbursed 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 mortgagees, who are the beneficial owners of the fund.
4. Insurance Adjustments. Each Apartment Owner shall be deemed to have delegated to the Board of Governors his, her or their 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 mortgagees 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 for Common Expenses.— Each Apartment Owner shall be liable for his, her or their share of the Common Expenses, and this share shall be equal to the percentage that each Apartment bears to the Common Elements as set forth in Exhibit A, and his, her or their share 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 commingled 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 if 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, whichever in the judgment of the Board of Governors is appropriate.
 8. Assessment Roll. The assessments against all Apartment owners shall be set forth upon a roll 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 roll 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 as to the status of an Apartment Owner's 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, her or their 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 therefor. 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 or a first mortgagee who accepts the deed in lieu of foreclosure shall be liable for the payment of accrued assessments in the highest amount provided by law, as it may be amended from time to time. ~~assessments coming due after such sale or delivery of a deed and shall be responsible only for that portion of the 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 which shall be subordinate to any prior recorded mortgage on the Apartment:
 - (a) The Apartment and all appurtenances thereto when a 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 the time period set forth in Chapter 718 of the Florida Statutes, as it may be amended from time to time. ~~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 and, further, such claim of lien shall also secure the payment of any interest, late fee, and any reasonable attorney's fees and cost incurred by the Association in connection with the collection of any assessment. All such claim of liens shall relate back to the recording of the original Declaration as provided in Chapter 718 of the Florida Statutes, as it may be amended from time to time.
 - (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 and Late Fees—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 highest rate allowed by law, as it may be amended from time to time of ten percent (10%) per annum from the date when due until paid. ~~Further, if any assessment is not paid on or before ten (10) days~~

after the date when it is due, the Association may charge an administrative late fee at the highest amount permitted by law, as it may be amended from time to time. All payments upon account shall be applied first to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due. All interest 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 highest rate permitted by law, as it may be amended from time to time, 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 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:

1. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto shall be ground for relief which may include, without intending to limit the same to, an action to recover the sums due 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.
2. Liability. All Apartment Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his, her or their act, neglect or carelessness or by that of any member of his, her or their family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Any costs incurred by the Association to repair or replace any portion of the common elements or Association property that is damaged due to the intentional act or negligence of an Apartment Owner, or by any member of his, her or their family or guests, employees, agents, or lessees, shall be deemed to be an assessment against the Apartment, collectible from the owner in the same fashion as any other assessment as provided for in Article X hereunder. 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.

3. **Costs and Attorney's Fees.** In any proceeding arising because of an alleged default by an 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. In addition to the foregoing, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association, and the Apartment Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorney's fees so incurred from the Apartment Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred shall be deemed to be a special assessment against the Apartment Owner, and his, her or their Apartment and shall be collectible in the same fashion as any other assessment as provided hereunder.
4. **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.
5. **Rights, Remedies, and Privileges.** 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 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 rights, remedies, and privileges as may be granted to such party by the Condominium Documents or at law or in equity.
6. **Fining.** In addition to the means for enforcement provided elsewhere herein, and pursuant to Section 718.303 of the Florida Statutes, as it may be amended from time to time, the Association shall have the power to impose fines in the maximum amount permitted by law, as it may be amended from time to time, against any Apartment Owner for any violation of this Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, or against the Owner for any violations of said documents by their family members, their guests, employees, agents, lessees, or invitees. This remedy shall be cumulative to other remedies available to the Association under this Declaration and the Florida Statutes, and nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Governors to pursue other means to enforce the provisions of the various documents of the Association in addition to fining, including, but not limited to, legal action for damages or injunctive relief.

XII. AMENDMENT OF CONDOMINIUM DOCUMENTS

Except for alterations in the Shares, which cannot be done except with the consent of all Apartment Owners whose shares are being affected and their mortgagees, and with the exception of any amendment to the requirements that the mortgagees 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 of Condominium. Amendments to the Declaration of Condominium 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 sixty percent (60%) of the Governors and by not less than sixty percent (60%) of the members of the Association present in person or by proxy.

(c) Recording. A copy of each amendment shall be certified by at least two 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, ~~her or their~~ 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~~Bylaws. The Articles of Incorporation and the ~~By-Laws~~Bylaws of the Association shall be amended in the same manner provided above for the Declaration of Condominium.

XIII. TERMINATION OF THE CONDOMINIUM

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

1. Means of Termination. The termination of the Condominium may be effected ~~ive~~ by the agreement of all Apartment Owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when 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 and 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 mortgagees 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. After Termination. 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~~ seventy-five (75%) vote of the members, 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 consummation thereof shall be discontinued by all parties thereto.
5. Powers of the Board of Governors. The members of the Board of Governors, acting collectively as agent for all Apartment Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

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 thereto; and every Apartment Owner and claimant of the property or any part thereof or interests therein, and his, her or their 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, her or their 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, her or their 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. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.
5. Register of Mortgages. 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 as follows:
 - (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. ~~Unauthorized Transactions.~~—Any sale, mortgage or lease 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 redeem 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 fail to redeem 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, her or their 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, as may be amended from time to time, 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 redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale, or taking title in lieu of foreclosure sale, may acquire such Apartment and occupy the same and let, relet, 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 redeem such mortgage or cures 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 a 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 effect, 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 elect a 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 or 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. NONALTERATION CLAUSE FOR INVALIDITY OF A PART

~~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 affect, alter, modify or impair in any manner whatsoever any other term, provisions, covenant or element of the Condominium Documents.~~

XIXXVIII. APARTMENT DEEDS

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

XIX. 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, the plural and any gender shall be deemed to include all genders.

XXII. SEVERABILITY

If any provisions of this Declaration, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, be judicially held in conflict with the laws of the State of Florida, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS THEREOF the ~~Developer Association~~ has executed this Declaration this _____ day of _____ 201____. 24th day of August 1966.

~~Cedar Land Developers, Inc.~~

By _____

Vice-President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of 201____ by _____ as President and _____ as Secretary of The Galleon Condominium Apartments, Inc., a Florida corporation, on behalf of the

corporation. They are personally known to me or have produced _____ as
identification and did take an oath.

NOTARY PUBLIC:

Sign

Print

State of Florida at Large

My Commission Expires: