

# ASPEN GLEN

## BY-LAWS

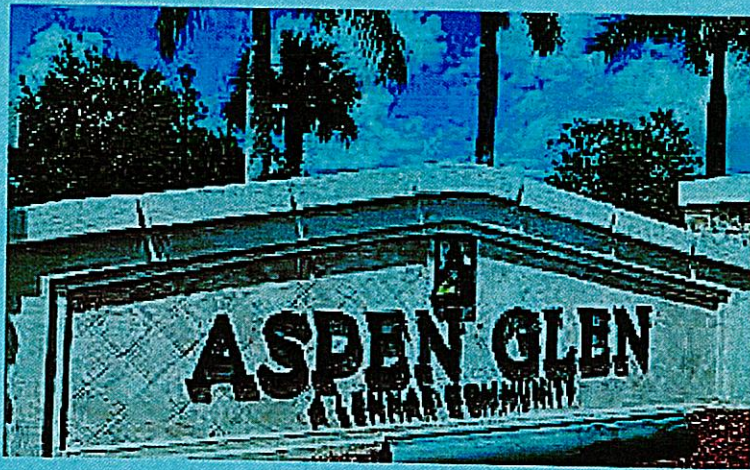




EXHIBIT "E" TO  
DECLARATION OF CONDOMINIUM OF ASPEN GLEN CONDOMINIUM  
BY-LAWS

OF  
ASPEN GLEN CONDOMINIUM ASSOCIATION, INC.  
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

These are the By-Laws of ASPEN GLEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II

PURPOSES

This Association has been organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of ASPEN GLEN CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a condominium association under the Condominium Act.

ARTICLE III

DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) persons. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen (15%) percent of the units in the Condominium are sold, at which time one (1) of them shall be replaced by a Director elected by the unit owners other than the Developer. Unit owners other than the Developer shall be entitled to elect two (2) Directors either three (3) months after ninety (90%) percent of the units have been sold; three (3) years after fifty (50%) percent of the units have been sold; or when all of the units have been completed, some of them have been conveyed to Purchasers and none of the units are being offered

for sale by the Developer in the ordinary course of business, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) Director as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the Condominium.

Until such time as the unit owners other than the Developer shall be entitled to elect all of the Directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

At such time as unit owners are entitled to elect a majority of the Directors, the membership of the Board may be increased to no more than nine (9) members. However, at no time may the Board be decreased to less than three (3) members.

B. Directors shall be elected by the members at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election, for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. At the first annual meeting of the members, Directors shall be elected for a term of one (1) year.

D. Directors other than the initial Board of Directors, shall be elected as follows:

(1) Nominations shall be from the floor at the annual membership meeting. Voting shall be had by written, secret ballot if requested by any member present at the meeting. There shall be no cumulative voting. The election of each Director shall be separate and shall require a plurality of the

votes of those persons voting in each election. All of the Directors shall be elected at the same meeting.

(2) Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation.

2. Officers.

The officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. However, no person may hold the offices of both President and Vice-President, nor may any person hold the offices of both President and Secretary. The Officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next and ensuing annual meeting of the Board of Directors or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the Director or Officer of membership in the Association.

B. Subject to the right of the Developer to replace Directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any Director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(g), except that Directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

#### ARTICLE IV

##### POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.

2. The power to levy and collect assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the common expenses of the Condominium.

3. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.
4. The power to expend monies collected for the purpose of paying the common expenses of the Association.
5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.
6. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.
7. The power to employ the personnel required for the operation of the common elements and the Association.
8. The power to pay utility bills for utilities serving the common elements.
9. The power to contract for the management of the Condominium.
10. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.
11. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.
12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.
13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

14. The power to pay all taxes and assessments which are liens against the common elements, and to assess the same against the members and their units.

15. The power to deal with and approve or disapprove all conveyances or leases of condominium units as provided for under the Declaration of Condominium. No fee shall be charged in excess of the expenditures reasonably required for the transfer, lease or sale, and this expenditure shall not exceed \$50.00.

16. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing, and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

17. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

18. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these By-Laws are attached.

19. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

#### ARTICLE V

##### DUTIES OF OFFICERS

1. The President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of members.

2. The Vice President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.



C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. The minutes of all meetings of the Board of Directors and of members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting and make all reports required by law.

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C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

#### ARTICLE VI

##### MEMBERSHIP

1. Except as provided in the Articles of Incorporation, membership in the Association is limited to owners of condominium units in the Condominium. Membership is automatically conferred upon acquisition of a condominium unit, as evidenced by the filing of a deed of conveyance to such unit in the Public Records of Palm Beach County, Florida, or as provided in the Declaration of Condominium for transfer of membership upon the death of a member.
2. If a condominium unit is owned by more than one owner, a partnership, a corporation or other artificial entity, there shall nevertheless be only one membership assigned to such unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or the proper corporate officer) of said unit, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.
3. Membership in the Association may be transferred only as an incident to the transfer of title to the condominium unit.
4. Membership shall terminate upon the transfer of title to a condominium unit.

#### ARTICLE VII

##### MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES.

1. Meetings of Members.
  - A. Annual meetings: The first annual meeting of the Association shall be held at the office of the Association on the

second Monday of February, 1982. Thereafter, the annual meeting of the Association shall be held at the office of the Association on the second Monday of February of each subsequent year. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

B. Special meetings: Special meetings of members may be called at any time by the President or Vice President. Further, it shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by members holding one-third of the votes of members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice. In addition, a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon a resolution passed by a majority of the Board, or upon ten (10%) percent of the members giving notice of the meeting, provided the notice states the purpose of the special meeting; provided, however, that the provisions of this subparagraph B shall not be applicable to the removal of Directors appointed by the Developer.

C. Notice of meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) but not more than forty (40) days prior to such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, the Secretary shall retain the post office certificate of mailing as proof of such mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium property, at

least 48 hours in advance of each meeting, except in cases of emergency. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

D. Budgetary Meetings: The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of assessments to the members not less than thirty (30) days prior to the meeting at which the budget will be considered. The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members. If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written application of ten (10%) percent of the members to the Board of Directors, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice to each member. At the special meeting, members may consider and enact a budget by a majority vote of all members. In determining whether assessments exceed 115% of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

E. Quorum: The presence, either in person or by proxy, of members entitled to cast thirty percent (30%) of the votes of members shall constitute a quorum for the transaction of business at all meetings of members.

F. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.



G. At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one vote on each question for each unit owned. The vote of the holders of a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

I. Waiver and consent: Nothing herein shall be construed to prevent a member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted.

2. Meetings of Directors:

A. Organizational meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Regular meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted.

C. Special meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days'

notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

D. Notice of regular meetings: Notice of the time and purpose of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings shall be open to unit owners. Notice of all meetings shall be conspicuously posted at the Condominium property at least 48 hours prior to the meeting, except in cases of emergency.

E. Waiver of notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

F. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

#### ARTICLE VIII

##### PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with

the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting; or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Election;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

#### ARTICLE IX

##### ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium. The common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of common expenses shall be assessed against and shall be a lien against the condominium units in the proportion or percentage of sharing common expenses provided in the Declaration of Condominium.

3. Annual assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month, or as otherwise established by the Board of Directors.

4. Special assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as annual assessments, unless the Declaration of Condominium shall otherwise provide.

5. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each Condominium unit owner. All such payments shall be made payable to Aspen Glen Condominium Association, Inc. or to the management firm, if any, as the Board may from time to time designate.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of his proportionate share for any deficiency. Notice of all changes in assessments shall be given to all unit owners.

6. Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

7. Assessments not paid within thirty (30) days from the date due may, upon resolution of the Board of Directors, be subject to an additional penalty fee as the Board may fix from time to time. In addition, if an assessment is not paid within said time period, the Board of Directors, may, at their option, require the Unit Owner to pay interest on the unpaid assessment from the date originally due, at the highest rate allowed by law.

8. In the event an assessment is not paid within thirty (30) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent unit owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these By-Laws. Each unit owner shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.



9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

#### ARTICLE X

##### FISCAL MATTERS

1. Fiscal year: The Fiscal year of the Association shall begin on the first day of March of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade, Broward or Palm Beach Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized Officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium units.

3. Fidelity bonds: Fidelity bonds shall be required for all Directors, Officers and employees of the Association, handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association.

4. Records: The Association shall maintain accounting records according to good accounting practice, which records shall be opened to inspection by unit owners at reasonable times. Such records shall include a record of receipts and expenditures for each unit owner which shall designate the name and address of the unit owner, the amount of each assessment, the amounts paid

upon the account and the balance due, in a register for the names for any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if required.

5. Annual statement: The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

#### ARTICLE XI

##### ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements and common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

#### ARTICLE XII

##### VIOLATIONS AND DEFAULTS

In the event of a violation, other than nonpayment of an assessment by a unit owner, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation the Management Agreement or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the unit owner at fault

shall be liable for court costs and the Association's reasonable attorneys' fees. If the Association elects to enforce its lien by foreclosure, the condominium unit owner shall be required to pay a reasonable rent for his condominium unit during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

#### ARTICLE XIII

##### AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by a 75% vote of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer and/or Management Firm. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text

of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law Article \_\_\_\_ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Dade County, Florida.

#### ARTICLE XIV

##### VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not effect the validity of any other By-Law.

The foregoing was adopted as the By-Laws of ASPEN GLEN CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by the unanimous vote of the members on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
, President

\_\_\_\_\_  
, Secretary



This Instrument Prepared By:  
Richard B. Ivans, Esq.  
Broad and Cassel  
1108 Kane Concourse  
Bay Harbor Islands, FL 33154

DECLARATION OF CONDOMINIUM

OF

ASPEN GLEN CONDOMINIUM

CADILLAC FAIRVIEW INDIAN SPRING, INC., a Florida corporation ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits said property, the improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes ("Condominium Act"), as enacted upon the date of recordation hereof.

All restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association as hereinafter defined, the Articles of Incorporation for Indian Spring Maintenance Association, Inc., and its By-Laws, the Restrictions for Indian Spring recorded in Official Records Book 2522, at Page 875, the Declaration of Maintenance Covenants for Indian Spring recorded in Official Records Book 2522, at Page 880, and the Restrictive Covenant applicable to Indian Spring recorded in Official Records Book 2377, at Page 1903, (collectively the "Maintenance Documents"), all of the Public Records of Palm Beach County, Florida. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

1. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

A. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

B. "Condominium Association" or "Association" means ASPEN GLEN CONDOMINIUM ASSOCIATION, INC., the non-profit Florida corporation responsible for the operation of the Condominium.

C. "Board" means the board of directors or other representative body responsible for the administration of the Association.

D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Condominium Association as they exist from time to time.

E. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements and Limited Common Elements even though owned by the Association.

F. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association, this Declaration and the By-Laws to be Common Expenses and any other valid expenses or debts of the Condominium as a whole or the Association which are assessed against the Unit Owners.

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

H. "Condominium" is that form of ownership of Condominium Property under which Units are subject to private ownership and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

I. "Condominium Building" means a residential structure which comprises a portion of the Condominium Property within which Units are located.

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

K. "Condominium Property" means and includes all lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

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

M. "Developer" means CADILLAC FAIRVIEW INDIAN SPRING, INC., a Florida corporation, and its successors and assigns.

N. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

O. "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel.

P. "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

Q. "Unit" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration.

R. "Unit Owner", "Apartment Owner", or "Owner of a Unit" means the owner of a Condominium Parcel.

S. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

T. "the Condominium" or "this Condominium" means ASPEN GLEN CONDOMINIUM.

U. "Declaration of Maintenance Covenants for Indian Spring" shall mean that certain declaration dated March 16, 1976, made by Epic Corporation, a South Carolina corporation (predecessor in interest to the Developer) covering Indian Spring recorded in Official Records Book 2522, at Page 880, of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.

V. "Indian Spring" shall mean all of the real property subject to the Maintenance Documents (as heretofore defined) and all additional real property which may, from time to time, be subject to the Maintenance Documents by any amendment or supplement thereto.

W. "ISMA" shall mean Indian Spring Maintenance Association, Inc., its successors and assigns.

X. "Restrictions for Indian Spring" shall mean that certain instrument dated February 11, 1976, made by Epic Corporation, a South Carolina corporation (predecessor in interest to Developer) covering Indian Spring recorded in Official Records Book 2522, at Page 875, of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

A. The name of this Condominium is ASPEN GLEN CONDOMINIUM.

B. There shall pass with each Unit as appurtenances thereto:

(1) An undivided share in the Common Elements.

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

(3) An undivided share in the Common Surplus.

(4) Membership of the Unit Owner in the Association.

(5) The exclusive use of a parking space or spaces located on the Condominium Property as may be assigned by the Developer.

(6) The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.

C. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of Article 10, subparagraph C.1 of this Declaration. He shall be entitled to the use and enjoyment of the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each Unit is identified by a numerical designation as set forth in Exhibit "B" attached hereto. Each Unit consists of the area bounded by the unfinished interior surface of the perimeter walls of such Unit extended to their intersection with the upper and lower boundaries of said Unit. The upper boundary of said Unit shall be the bottom of the unfinished ceiling and the lower boundary shall be the top of the unfinished concrete floor. No Unit Owner shall own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partition which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

### 3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

### 4. COMMON ELEMENTS.

A. Common Elements include the following:

(1) The land on which the improvements and any other land included in the Condominium Property, whether or not contiguous.

(2) All parts of the Condominium Property and improvements which are not included within the Units.

(3) Easements through Units for conduit ducts, plumbing, wiring and other facilities for the furnishing of Common Utility Services to Units and the Common Elements.

(4) An easement of support in every portion of a Unit which contributes to the support of another Unit.

(5) The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.



5. PARKING SPACES AS LIMITED COMMON ELEMENTS.

Parking spaces located upon the Condominium Property, when assigned to a Unit Owner by the Developer, shall constitute a Limited Common Element subject to exclusive use rights in favor of said Unit Owner and the use of such space shall be governed in accordance with Article 30 of this Declaration.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.

B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements located thereon and a plot plan thereof.

C. The identification, location and dimensions of each Unit and the Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements and each Unit and provides accurate representations of their locations and dimensions.

7. AMENDMENT TO PLANS.

A. Developer reserves the right to change the interior, exterior design and arrangements of all Units and to alter the boundaries between the Units so long as Developer owns the Units so altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Developer shall apportion between the Units the shares of the Common Elements which are appurtenant to the Units concerned.

B. Any Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND VOTING RIGHTS.

A. The Condominium Property is hereby declared to contain one hundred sixty (160) Units in sixteen (16) two-story buildings.

B. The undivided share in the Common Elements appurtenant to each Unit, the percentage of sharing Common Expenses and owning Common Surplus are set forth in Exhibit "C" attached hereto. The undivided interests as set forth in Exhibit "C" cannot be changed, altered or amended except in accordance with the provisions of the Condominium Act or of this Declaration.

C. Each Unit is entitled to one vote with respect to matters requiring or permitting the vote of Unit Owners which vote shall be cast in accordance with the Articles and By-Laws of the Association.

9. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of the holders of two-thirds (2/3) or more of the total votes of the Association.

All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Palm Beach, Florida, provided, however, that except as otherwise provided in this Declaration:

- (1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment; and
- (2) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagee.

B. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and any Exhibits hereto so as to correct any errors or omissions not affecting the rights of Unit Owners, lienors or Mortgagees. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

C. Invalidity of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

D. It is anticipated that the construction of all the improvements on the Condominium Property may not be completed simultaneously and Developer reserves the right herein to amend this Declaration from time to time as the improvements are completed in order to record a survey of the completed improvements. In such instances, said amendments need only be executed by Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

#### 10. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a non-profit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "D".

B. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

C. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

- (1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of (i) any Common Elements therein or accessible therefrom, or (ii) another Unit, or (iii) any portion of such Unit to be repaired by the Association and the irrevocable right of access to each Unit at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

- (2) The power to levy and collect Assessments from Unit Owners and to lease, maintain, repair and replace the Common Elements.

(3) The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

(4) The power to maintain and repair (i) the improvements, fixtures and personal property located on the Common Elements, including but not limited to landscaping, sprinkler systems, street lights, roadways and parking spaces; and (ii) those portions of the Units to be maintained and repaired by the Association.

(5) The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property and in connection therewith, to delegate the powers and rights therein contained, including that of levying and collecting Assessments from Unit Owners and perfecting and enforcing liens for non-payment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior of his Unit. Each Unit Owner, by his acceptance of the deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the agent's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

(6) The power to enter into easement agreements which give and grant mutual easements over and across the Condominium Property without any joinder of Unit Owners of this Condominium being required. The Association shall also have the power to modify, alter and amend any such easement agreements and the easements granted thereby without any joinder of Unit Owners of this Condominium being required. Each Unit Owner, by his acceptance of the deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns, to any such easement agreement and to any modification, alteration or amendment thereof to the same extent and effect as if he had executed such agreement for the purposes therein and herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said easement agreement, acknowledging that all of the terms and conditions thereof are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such an easement agreement have not breached any of their duties or obligations to the Association by virtue of the execution of said easement agreement. The easement agreement, if any, and the acts of the

Board and officers of the Association in entering into such agreement are hereby ratified, confirmed, approved and adopted. Each Unit Owner, by his acceptance of the deed to his Unit, does irrevocably constitute and appoint the Association as his attorney-in-fact for the purpose of entering into the above described easement agreements, the giving and granting of the easements contained therein and the execution of any modifications, amendments or alterations thereof.

(7) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

(8) The power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

(9) The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

(10) All other powers granted by the Articles and By-Laws of the Association.

#### 11. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "E". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

#### 12. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. Subject to the provisions of Article 25 herein, the maintenance of the Common Elements and Limited Common Elements shall be the responsibility of the Association.

B. There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements or to the Units except in the manner provided herein.

C. No Unit Owner shall make any alterations in the portions of the improvements, Common Elements or Limited Common Elements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any addition thereto without the prior written consent of the Association. No Unit Owner shall do any work which would jeopardize the safety or soundness of his Unit or surrounding Units or impair any easement. No Unit Owner may alter the exterior of his Unit, including but not limited to the installation of balcony screen enclosures or shutters, without the prior written consent of the Association.

D. No fence, wall, gate or similar structure may be erected, installed or maintained on the Condominium Property except as expressly permitted by this Declaration or as designated in Exhibit "B" attached hereto.

13. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses, as defined in Article I, subparagraph F, of this Declaration, shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

B. Common Expenses shall be assessed against Unit Owners in the proportions or percentages of ownership of the Common Elements provided in this Declaration and the By-Laws of the Association.

C. The Common Surplus, if any, shall be owned by Unit Owners in the proportions or percentages of ownership of the Common Elements.

14. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTION.

A. The Association, through its Board, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expenses allocable to services being rendered by a management company with whom the Association may contract. Assessments shall include monies required for the payment of hazard and liability insurance premiums. A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance.

B. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

C. Assessments and installments thereof not paid when due shall be subject to collection, and penalty and interest charges as provided in the By-Laws of the Association.

D. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of Palm Beach County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board may take such action as is deemed necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

E. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable

rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. If the holder of a mortgage of record or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of said first mortgage, or accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, except for any portion thereof secured by a claim of lien for Assessments that was recorded prior to a recording of the foreclosed mortgage. Any such unpaid share of Common Expenses of Assessment shall be deemed to be a Common Expense, collectable from all Unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

G. Any person who acquires an interest in a Unit except as specifically provided in the preceding subparagraph shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing from the former owner have been paid.

H. The Association, acting by and through its Board shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

I. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees of Units as set forth in the Condominium Act.

J. Except as provided in subparagraph F above and in this subparagraph, no Unit Owner may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. In accordance with the provisions of Section 718.116(8)(b) of the Condominium Act, for a period of time terminating on February 28, 1981, Developer shall be excused from the payment of Common Expenses attributed to Developer owned Units since, for that period, Developer shall guaranty that Assessments for Common Expenses shall not increase over a stated dollar amount for said period as set forth in the Assessment Guaranty attached to the Prospectus. The Developer hereby reserves the right to extend the period of this guaranty for such additional periods as it may desire. In the event of such additional guaranty or guaranties, the assessments for Common Expenses of the Condominium shall not exceed the dollar amount as set out in the new guaranty or guaranties and, in such cases, the Developer shall obligate itself to pay any amount of Common Expenses incurred during the additional period or periods not produced by assessments of the guaranteed level.

15. TERMINATION OF CONDOMINIUM.

A. If all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if "major damage" occurs as defined hereinafter and subject to subparagraph 27A(2)(b), below, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property.

B. If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the By-Laws.

16. EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of equity having jurisdiction in and for Palm Beach County, Florida, for equitable relief which may, but need not, include a termination of the Condominium and partition.

17. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

C. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

18. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Article 18, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the

filing of a lien against same.. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

#### 19. REMEDIES FOR VIOLATION.

Each Unit Owner shall be governed by and conform to this Declaration, the Articles, and the By-Laws. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

#### 20. EASEMENTS.

A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon stairs, terraces, balconies, walks and other Common Elements intended for such purposes.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of a Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property or a portion thereof is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. Easements are reserved throughout the Condominium Property as may be required to provide Utility Services in order to adequately serve the Condominium Property, provided, however, that such easements through a Unit shall be in accordance with the plans and specifications for the Condominium Buildings, or as a Unit or Condominium Building is constructed, unless otherwise approved in writing by the Unit Owner.

D. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for vehicular traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall neither give nor create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned for such purpose. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended.



E. It is the intention of this Article 20 to create perpetual easements over and across the above described areas to facilitate the flow of pedestrian and vehicular traffic on the Condominium Property.

**21. MEMBERSHIP IN ASSOCIATION.**

A. ASPEN GLEN CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, the "Association," was incorporated to perform the acts and duties desirable in connection with the management of the Units and Common Elements and to levy and enforce the collection of Assessments necessary to perform said acts and duties.

B. All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

C. Unit Owners shall be entitled to one (1) vote for each Unit owned in accordance with the voting privileges set forth in the Articles and By-Laws. Multiple owners of a Unit shall collectively be entitled to one (1) vote for said Unit in accordance with voting privileges set forth in the Articles and By-Laws.

**22. ASSESSMENTS.**

A. The Board shall approve annual budgets in advance for each fiscal year, which budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes and insurance for the Common Elements and other reasonable and necessary expenses as more fully set forth in the By-Laws.

B. The percentage of the annual Assessment chargeable for each fiscal year against each Unit is set forth in Exhibit "C." The annual Assessment shall initially be divided into twelve (12) equal parts, payable in advance, monthly, on the first day of each month; however, the Board shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses.

C. The Board may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

**23. SALE, RENTAL, LEASE OR TRANSFER.**

A. Except as provided herein, no Unit Owner may sell, transfer, convey or lease his Unit to any third person.

(1) Prior to the sale, rental, lease or transfer of any Unit to any person, the Unit Owner shall notify the Board in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may reasonably be required by the Board. The giving of such notice shall constitute an offer by the Unit Owner to sell or lease his Unit to the Association, its designee or assignee upon the same terms and conditions as set forth in the notice. Failure to provide such notice shall be deemed a breach hereof, and any sale, rental, lease or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee.

(3) Within thirty (30) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board shall either approve or disapprove the proposed sale, rental, lease or transfer, in writing, and shall promptly notify the Unit Owner of its decision. Failure of the Board to act within said thirty (30) day period shall be the equivalent of its consent and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, by and at the expense of the purchaser, lessee or transferee and if there are any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee.

B. If the proposed sale is bona fide but the Board disapproves the same, when the Board notifies the Unit Owner of its disapproval, it shall deliver to the Unit Owner no later than ten (10) days following the notification of disapproval the deposit required under the terms of the proposed sale and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale contained in the notice previously furnished by the Unit Owner. If the Board furnishes the Unit Owner with written notice of its disapproval but fails to deliver the required deposit, such action shall be the equivalent of its consent which may be established as provided in the preceding subparagraph A.

(1) If the Board notifies the Unit Owner of its disapproval and accompanies its notice of disapproval with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association. If the Association shall disapprove the proposed sale, the Association, its designee or assignee must consummate the purchase within thirty (30) days following the giving of the notice of disapproval.

(2) Thereupon, the selling Unit Owner may either close the proposed sale of his Unit with the Association or a member or members to whom its obligation to purchase the Unit has been assigned or withdraw the offer specified in his notice to the Board within ten (10) days of receipt of the notice of disapproval. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be retained by the Unit Owner as liquidated and agreed damages. Thereafter, the Unit Owner may then consummate the transaction with the party who made the original bona fide offer within sixty (60) days following the date upon which the Association, its designee or assignee would have consummated the purchase. If the purchase and sale is not consummated within the sixty (60) day period, the Unit may not thereafter be sold without compliance with the provisions of this Article 23. To perfect title in his transferee, an affidavit executed by the selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.

C. The Board shall have the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than three (3) months. Notwithstanding the

lease of his Unit, the liability of the Unit Owner under this Declaration shall continue and all leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time, be promulgated by the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease. Each lease shall further provide that same may not be altered, modified or amended without the prior written consent of the Board.

The Board must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Board fails to give the Unit Owner written notice of its approval of the proposed lease within the foregoing ten (10) day period, its failure to give such notice shall be the equivalent of its consent. If the proposed lease is disapproved by the Board, the Board shall, within ten (10) days after its receipt of a request for approval of a lease, either enter into a lease on behalf of the Association on the same terms and conditions as the proposed lease or obtain a lessee (who need not be a member) acceptable to the Unit Owner who will lease his Unit upon the same terms and conditions as the proposed lease and a recorded certificate of approval shall be executed by the Association at the expense of the lessee.

D. Should any Condominium Parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, a deed in lieu of foreclosure or other means, shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior offer to or approval of the Board, the provisions of the foregoing subparagraphs being inapplicable thereto, except that the Association shall be advised in writing of the closing date or effective date and term of the lease and shall also be provided with the name(s) of the purchaser or lessee.

E. The provisions of this Article 23 shall not be applicable to the Developer who is hereby irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by Developer for any period and under any terms to any lessees, purchasers or transferees without the consent of the Association. The Developer shall have the right to take any action necessary to consummate the sale, rental or transfer of said Units, including, but not limited to, the right to maintain model apartments within the Condominium Property, post signs, have employees in the offices maintained in the Condominium Buildings, use the Common Elements and show Units to prospective purchasers. Sales office signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The provisions of this subparagraph E shall not be amended without the prior written approval of the Developer.

#### 24. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violated the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions.

**PROPOSED AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM FOR ASPEN GLEN**

Paragraph A of Section 26 of the Declaration is amended to read as follows by adding the underlined words and deleting the ~~struck-through~~ words:

"Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with a "B++" (delete "~~A-10~~") rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees."

25. LIMITED COMMON ELEMENTS.

A. There may be Limited Common Elements appurtenant to Units in this Condominium, as reflected by the condominium survey attached as Exhibit "B" hereto, which shall include, but not be limited to, parking spaces, storage rooms and screened porches which are specifically designated and delineated. A Unit Owner, by acceptance of a deed of conveyance to his Unit, shall automatically be assigned the storage room appurtenant to the Unit. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with such Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

B. Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part of the Common Expenses of the Association (except that any maintenance, repairs or replacements caused by an individual Unit Owner shall be assessed against the individual Unit Owner). Exterior surfaces of porches, not including any enclosure constructed thereon by a Unit Owner, shall be treated as Common Elements for this purpose.

C. Each Unit Owner shall be solely responsible for the maintenance, repair and replacement of the individual air conditioning unit and hot water heater servicing the Unit, the paddle fan installed in the ceiling of the screened porch and all windows, window screens, sliding glass doors and porch screening enclosures (if any) appurtenant to the Unit, notwithstanding that same may constitute Limited Common Elements. Should a Unit Owner fail to properly maintain or repair the above-described items, the Association shall have the right to do so and have the rights of access and assessment as provided in Article 24 herein.

26. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

(1) Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

B. Coverage.

(1) Casualty. All Common Elements, improvements upon the Condominium Property and other improvements to be insured by the Association shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and evacuation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the Common Elements described in this subparagraph B including, but not limited to, vandalism and malicious mischief.

(2) Public liability in such amounts and with such coverage as shall ~~be determined by~~ the Board, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Such other insurance as the Board shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board and which shall be a bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Units. Proceeds on account of damage to a Unit or Units shall be held in the following undivided shares:

(a) When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit 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 those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(1) Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(3) 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 remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Unit Owner's Obligation. Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within or on his Unit, and casualty insurance on the contents within said Unit. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase.

#### 27. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Condominium Buildings:

(a) Lesser damage. If the damaged improvement is a Condominium Building or Buildings and if the Units to which more than 50% of the Common Elements are appurtenant are found by

the Board to be untenable, the damaged property shall be reconstructed or repaired unless, within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major damage. If the damaged improvement is a Condominium Building or Buildings and if the Units to which more than 50% of the Common Elements are appurtenant are found by the Board to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of 75% of the Common Elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board and, if the damaged property is a Condominium Building or Buildings containing Units, by the owners of not less than 75% of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

D. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account of damage to Common Elements shall be in proportion to the owners' share in the Common Elements.

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

(1) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000.00, the sums paid upon such



Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) 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 Unit 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 and order:

(a) Association-Lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association-Major damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association, or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any

distribution or insurance proceeds to a Unit Owner; and, further provided that when the Association or Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

28. EXECUTION OF DOCUMENTS REQUIRED BY PALM BEACH COUNTY, FLORIDA.

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by Palm Beach County. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Article shall recite that it is made pursuant to this Article.

29. UTILITY EASEMENT.

The Condominium Property shall be subject to such easements for utilities as may be required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements requires the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

30. PARKING.

A. Portions of the Condominium Property contain the parking spaces for the use of Unit Owners, occupants of Units and their guests and invitees, and such portions shall be deemed Limited Common Elements in accordance with Article 5 of this Declaration. All parking spaces have been given an identifying number and are delineated on Exhibit "B" to this Declaration.

B. A Unit Owner, by acceptance of a deed of conveyance to his Unit, shall automatically be assigned the parking space designated his Unit, as set forth in Exhibit "B." A Unit Owner who has been given the exclusive use of a parking space may assign said right of use to the purchaser of his Unit or another Unit Owner in the Condominium, and the Unit Owner shall promptly notify the Association of said assignment. The Developer's designation of the use of a specific parking space to a Unit

Owner shall grant only the exclusive use thereof and not title nor any other property interest therein. Parking spaces which are not specifically assigned to Unit Owners in Exhibit "B" shall be deemed to be for the use of Unit Owners, their guests, invitees and licensees and such parking spaces shall be used in accordance with the rules and regulations promulgated from time to time by the Association. The Association shall not be liable for the loss, damage or theft of personal property from vehicles.

31. AMENDMENTS REQUIRED BY MORTGAGEES.

There shall automatically be incorporated as part of this Declaration and, where applicable, the By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration or the By-Laws. Should the governmental agency require an amendment to this Declaration or the By-Laws, then said amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

32. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

33. MANAGEMENT AGREEMENT.

A. The Association has entered into management agreement (the "Management Agreement") dated May 5, 1981, with I.R.E. Condominium Management, Inc., a Florida corporation (the "Agent"), a copy of which is attached hereto and made a part hereof as Exhibit "F". The Management Agreement delegates to the Agent the responsibility for managing the Condominium in accordance with the terms and conditions of the Management Agreement. Each Unit Owner, by his acceptance of the deed to his Unit, shall bind himself, his heirs, successors, personal representatives and assigns to the terms and conditions of the Management Agreement to the same extent and effect as if he had executed the Management Agreement for the purposes therein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under the Management Agreement, acknowledging that all of the terms and conditions thereof are reasonable and agreeing that the persons acting as directors and officers of the Association who entered into the Management Agreement have not breached any of their duties or obligations to the Association by virtue of said execution. The Management Agreement, and the acts of the Board of Directors and officers of the Association in entering into same, are hereby ratified, confirmed, approved and adopted.

8. Any and all fees payable to the Manager pursuant to the Management Agreement shall be Common Expenses which shall be collectible from Unit Owners in accordance with the provisions of this Declaration.

34. ARBITRATION OF DISPUTES.

A. The purpose of this Article is to establish a procedure whereby a Unit Owner of the Association may elect to have disputes resolved by binding arbitration to the end that matters involving alleged violations of this Declaration, the Articles or By-Laws, the Association's Rules and Regulations, or the laws of Florida relating to the Subject condominium may be resolved without the necessity of lengthy and costly judicial proceedings.

B. Accordingly, there is hereby established a committee ("Arbitration Committee") composed of three (3) members selected by the Board from among the Unit Owners, except that no person who is then a member of the Board or an officer of the Association may serve as a member of the Arbitration Committee. Each member of the Arbitration Committee shall serve for a term of one (1) year or until his successor is selected. Each Board shall select the members of the Arbitration Committee within ten (10) days after that Board's election. In the event of the death or resignation of a member of the Arbitration Committee, the vacancy shall be filled for the unexpired term by another Unit Owner selected by the Board. If a member of the Arbitration Committee is a party to, or a witness in, any proceeding pursuant to this Article, he shall be disqualified from serving on the Committee with respect to that proceeding, and the remaining members of the Committee shall select a third member to sit on the Committee as to that proceeding only.

C. Whenever the Board concludes that a Unit Owner is engaged in a violation of this Declaration, the Articles or By-Laws, the Association's Rules and Regulations or the laws of Florida relating to the subject condominium or whenever a Unit Owner concludes that another Unit Owner or the Association is engaged in such a violation, then the Board or the Unit Owner who has concluded there is a violation ("Complainant") shall deliver written notice thereof ("Violation Notice") to the Association and the Arbitration Committee. The Violation Notice shall detail the specifics of the alleged violation including the name of the person engaged in the alleged violation ("Alleged Violator"), the date or dates on which the alleged violation occurred, the nature of the violation, the names and addresses of all persons who the Complainant believes to have knowledge of the facts surrounding the alleged violation and the desired relief sought. The Complainant's delivery of the Violation Notice as provided herein shall constitute his election to be bound by the decision of the Arbitration Committee. The Arbitration Committee shall deliver the written Violation Notice to the Alleged Violator.

D. Within seven (7) days of delivery of the Violation Notice, the Alleged Violator may consent to have the dispute arbitrated by delivery of written notice of such election to the Arbitration Committee, which written notice shall specify the defense of the Alleged Violator and shall include the names and addresses of all persons who the Alleged Violator believes have knowledge of the facts surrounding the Alleged Violation. A copy of said written notice shall be forthwith delivered by the Arbitration Committee to the Complainant. In the event that the alleged Violator does not consent to have the dispute arbitrated, or fails to respond subsequent to delivery of the Violation Notice, the Arbitration Committee shall have no authority to proceed any further with respect to the Alleged Violation and the

matter shall forthwith terminate without prejudice to the right of the Complainant to otherwise proceed in the manner provided by law.

E. Provided written notice as above set forth is received by the Arbitration Committee from the Complainant and the Alleged Violator evidencing their agreement to submit the dispute to arbitration, the Arbitration Committee shall, within five (5) days after having received the Alleged Violator's election to arbitrate, deliver written notice ("Notice of Hearing") to the Complainant, Alleged Violator, and any other persons named who may have knowledge of facts surrounding the dispute, which Notice of Hearing shall establish a date and time for an arbitration hearing. The arbitration hearing shall be held at the Condominium Property and shall take place no later than five (5) business days from delivery of the Notice of Hearing.

F. At the arbitration hearing, the Arbitration Committee shall receive and hear any and all testimony and other evidence as to the Alleged Violation which the Complainant, the Alleged Violator, or any other interested person may wish to present. The technical rules of evidence shall not be applicable to and shall neither control nor limit the conduct of any such hearing. Within five (5) days from the conclusion of the arbitration hearing, the Arbitration Committee shall render a written opinion ("Arbitration Decision") and shall deliver a copy of same to the Complainant, the Alleged Violator and the Association, and shall post same in a conspicuous place at the Condominium Property. The Arbitration Decision shall set forth the Arbitration Committee's findings of facts and its conclusion as to whether the Alleged Violator is engaged, or has engaged, in a violation of the Declaration, the Articles or By-Laws, the Association's Rules and Regulations or the laws of Florida relating to the subject condominium, and shall grant relief as is necessary and equitable under the circumstances should any violation exist.

G. The Arbitration Decision shall be binding upon the parties to the dispute and shall be conclusive as to the issues involved in any court of law. Should it be necessary to institute a suit at law to enforce the Arbitration Decision, the party refusing to recognize the Arbitration Decision shall be responsible for all court costs and reasonable attorney's fees.

H. In conducting the arbitration hearing, it shall be incumbent upon the Arbitration Committee to exercise due diligence to assure all parties to the dispute the essential elements of notice, due process and the right to be heard.

I. Nothing herein contained shall be construed as limiting any of the remedies which the Association or a Unit Owner may have, either in law, or under the terms of this Declaration, or the Article and By-Laws of the Association, in the event that an alleged violation is not submitted to binding arbitration in accordance with the provisions hereof. The procedures set forth hereinabove for arbitration may be modified in the manner required for amending this Declaration; provided, however, that no changes shall be permitted which shall deprive any person of the essential elements of notice, due process and the right to be heard.

J. Wherever in this Article provision is made for the delivery of written notice, said delivery shall be accomplished either by personal delivery or by certified mail with postage prepaid. Delivery to the Board may be accomplished by delivery to any member of the Board, and delivery to the Arbitration Committee may be accomplished by delivery to any member of the Arbitration Committee.

35. COMMERCIAL AND RECREATIONAL VEHICLES.

The parking of any commercial or recreation vehicle upon the Common Elements (except for purposes of loading or unloading goods or passengers) of the Condominium shall be prohibited. For the purposes of this paragraph: (i) the term "commercial vehicle" shall mean, but not be limited to, all trucks, vehicles and delivery vans, but shall exclude passenger cars and station wagons and (ii) the term "recreational vehicles" shall mean, but not be limited to motor homes, boats, trailers and golf carts. No unregistered or inoperable motor vehicle or trailer may be serviced, disassembled or repaired upon the Common Elements.

36. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

(1) Assessment of the Developer as a Unit Owner for capital improvements, and

(2) Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail or certificate of mailing at their place of residence in a Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association shall be delivered by certified mail or certificate of mailing to 11282 Green Lakes Drive, Apartment 104, Boynton Beach, Florida 33437. Notices to the Developer shall be delivered by certified mail to the attention of President, Cadillac Fairview Indian Spring, Inc., 5160 S.W. 15th Avenue, Boynton Beach, Florida 33437. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action against a Unit Owner other than Developer to enforce compliance with the Condominium Act, this Declaration, the Articles or the By-Laws, or the Association's Rules and Regulations, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

H. Until the Developer has completed and sold all the Units in the Condominium, neither the Owners, nor the Association nor their use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of Condominium Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines. Developer reserves the inalienable right to complete the development of the Condominium, notwithstanding that a purchaser of any Unit has closed title.

I. No portion of the Plat of the real property described in Exhibit "A" containing open areas may be vacated in whole or in part unless the entire Plat is vacated.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this \_\_\_\_ day of \_\_\_\_\_, 1981.

Signed, Sealed and Delivered  
in the presence of:

CADILLAC FAIRVIEW INDIAN SPRING,  
INC., a Florida corporation

By: \_\_\_\_\_  
Herbert M. Hutt, President

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1981 by Herbert M. Hutt, President of Cadillac Fairview Indian Spring, Inc., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

For good and valuable consideration, the receipt of which is hereby acknowledged, ASPEN GLEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby accepts all of the benefits, duties, responsibilities, obligations and burdens imposed on it by the provisions of the above Declaration of Condominium and hereby joins in and consents to the execution of the above Declaration of Condominium.

Signed, Sealed and Delivered  
in the Presence of:

ASPEN GLEN CONDOMINIUM ASSOCIA-  
TION, INC., a Florida corporation  
not-for-profit

By: \_\_\_\_\_  
President

\_\_\_\_\_  
(CORPORATE SEAL)



EXHIBIT "A" TO DECLARATION OF CONDOMINIUM  
OF ASPEN GLEN CONDOMINIUM

LEGAL DESCRIPTION OF REAL PROPERTY

A portion of ALPHA AT INDIAN SPRING,  
according to the Plat thereof, as recorded in  
Plat Book 42, Pages 36 through 38, of the  
Public Records of Palm Beach County, Florida,  
more particularly described as follows:

Housing Tract No. 1, Tracts "E", "F", "G",  
"H", "L", "O", "P" and Recreation Area Tract  
"J".

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM  
OF ASPEN GLEN CONDOMINIUM

SURVEY AND GRAPHIC DESCRIPTION

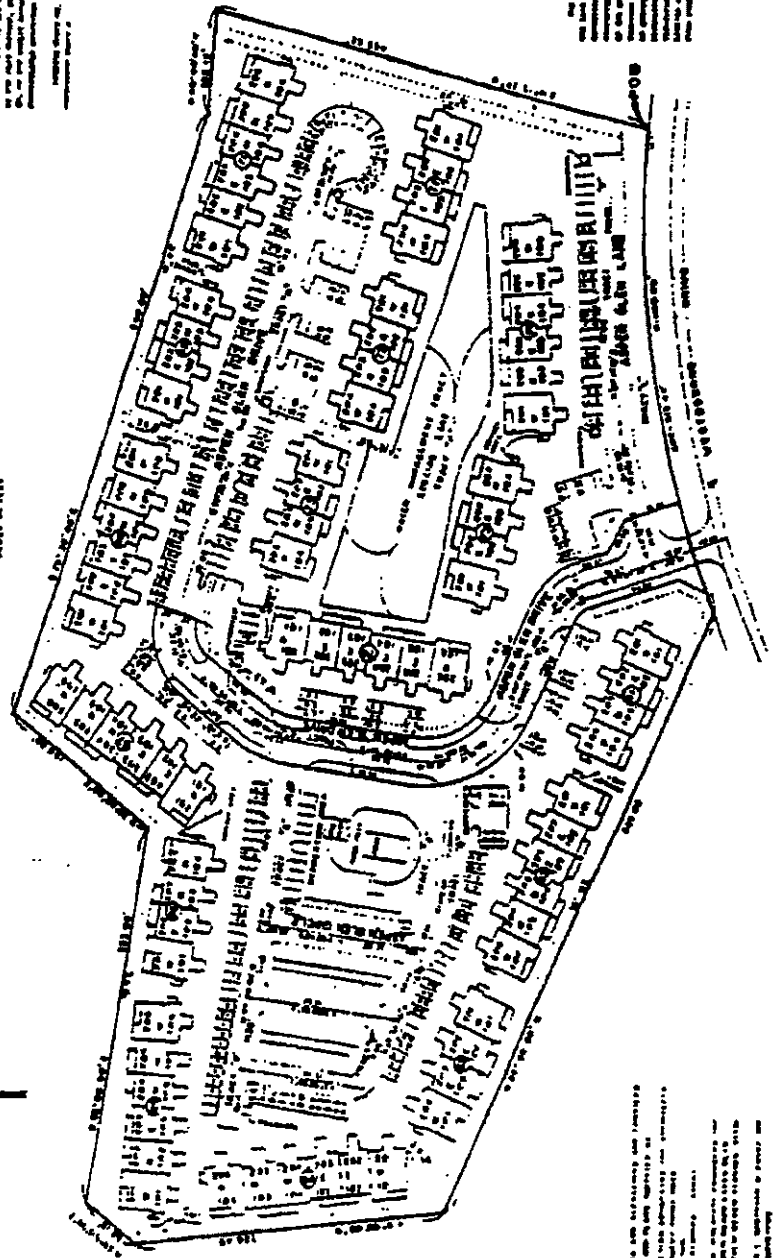
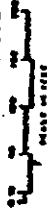
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SHEET 1 OF 48

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF

# ASPEN GLEN CONDOMINIUM



A portion of the land shown on this plan is subject to a recorded easement for utility purposes, the location of which is shown on the plan. The easement is shown as a dashed line with the word 'EASEMENT' written along it.

ASPHEN GLEN CONDOMINIUM, INC. 10000 N. 100TH AVENUE, SUITE 100, EDEN PRAIRIE, MN 55324

ASPHEN GLEN CONDOMINIUM, INC.

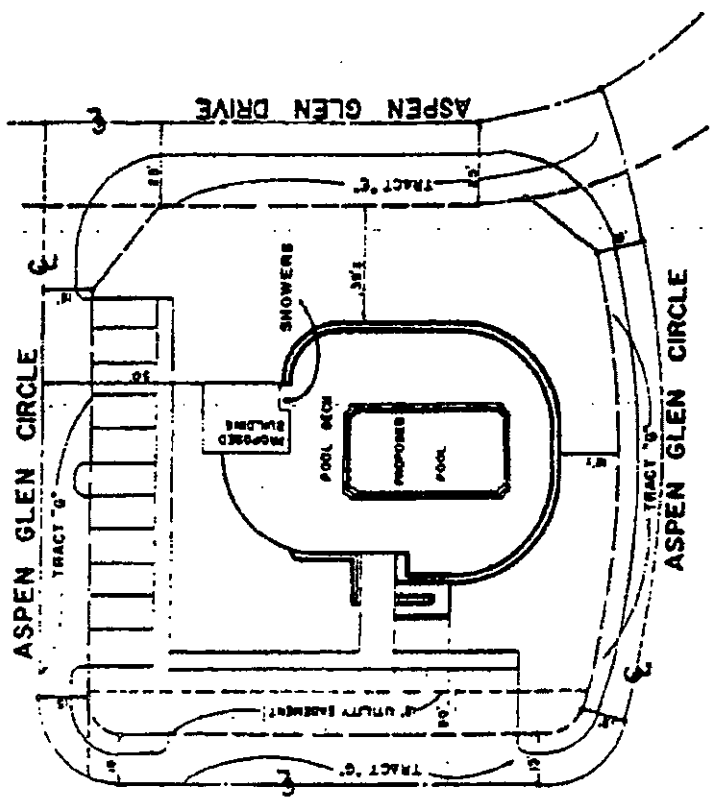
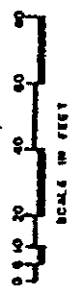
The following is a description of the improvements shown on this plan. The improvements consist of a large rectangular building complex with multiple wings and courtyards. The building is divided into numerous units, each of which is shown with its own set of doors and windows. The courtyards are shown as open areas within the building complex. The plan also shows a central circular drive and a north arrow.

ASPHEN GLEN CONDOMINIUM, INC.

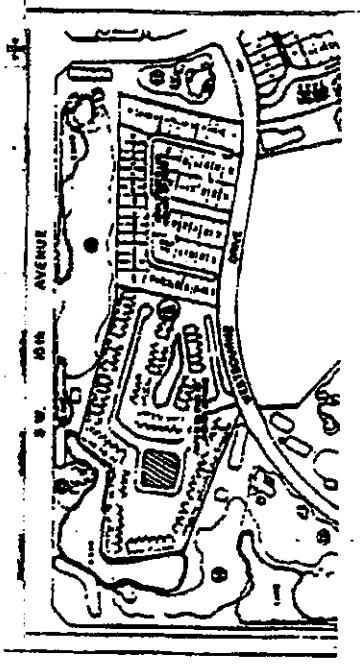
ASPEN GLEN CONDOMINIUM  
DECLARATION OF CONDOMINIUM  
SHEET 1 OF 48

ALL RIGHTS AND INTERESTS ARE RESERVED BY THE DECLARANT. THE DECLARANT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE DECLARANT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE DECLARANT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

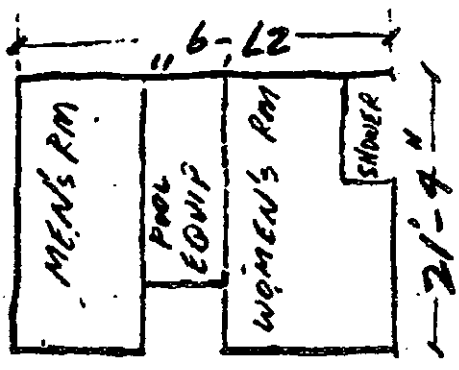
ASPEN GLEN CONDOMINIUM



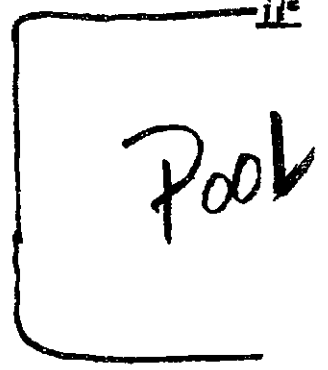
RECREATION FACILITY



ASPEN GLEN

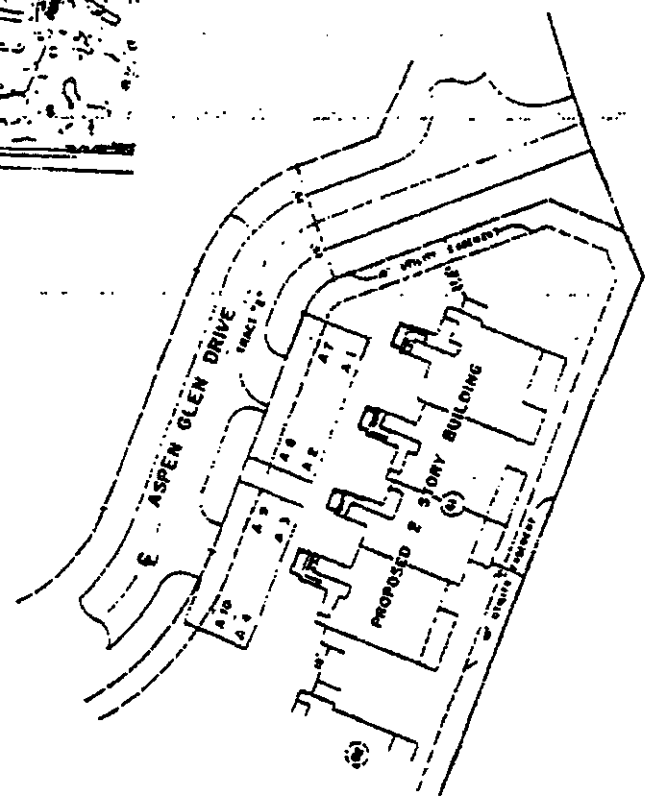
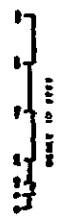


589.69



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 7 OF 49

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



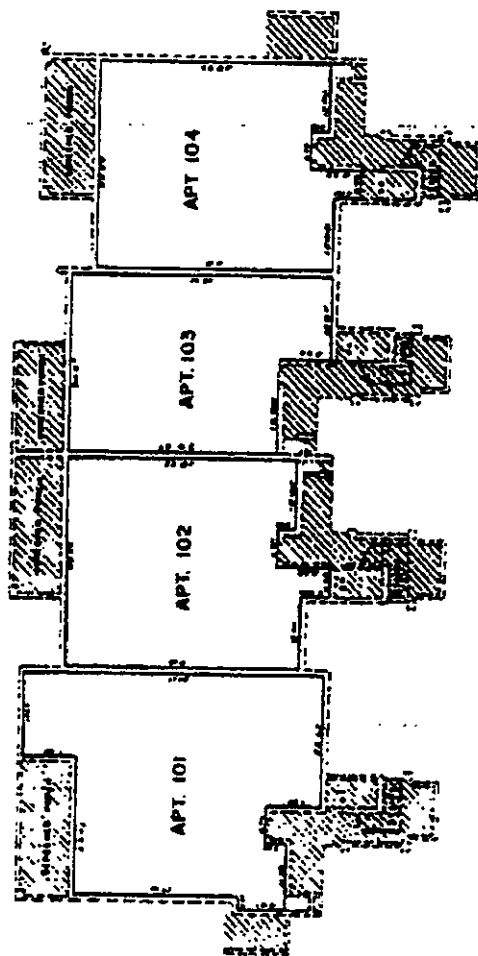
FILE NO.	DATE
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101	10/1/88
102	10/1/88
103	10/1/88
104	10/1/88
105	10/1/88
106	10/1/88
107	10/1/88
108	10/1/88
109	10/1/88
110	10/1/88

**PLOT PLAN**

**BUILDING No. 61**

ASPEN GLEN CONDOMINIUM  
RECORDING ACT NO. 100  
SHEET 8 OF 49

0404 00 1917



**1. 2. 3. 4. 5.**

**STATE OF NEW YORK**

13

53/26

[illegible]

**BUILDING NO. 61  
FIRST FLOOR PLAN**

ASPER DEN CONDOMINIUM

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SHEET 4 OF 49

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF

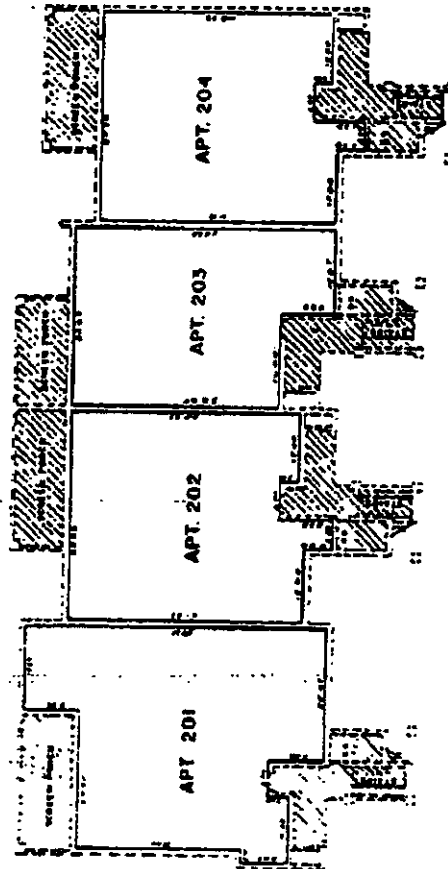
# ASPEN GLEN CONDOMINIUM

SCALE: 1/4" = 1'-0"



## LEGEND

(S) COMMON AREAS  
COMMON AREAS



## NOTES

- 1. ALL DIMENSIONS ARE IN FEET AND INCHES TO THE CENTER OF THE UNIT.
- 2. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.
- 3. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.

ASPEN GLEN CONDOMINIUM  
Building No. 61  
Second Floor Plan  
Sheet 4 of 49

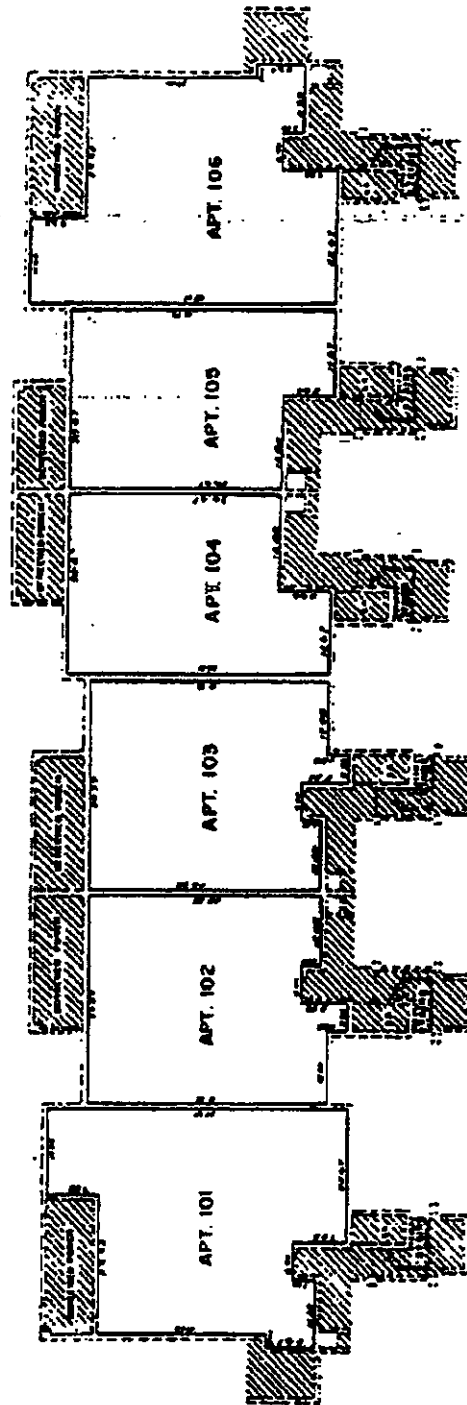
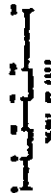
BUILDING NO. 61  
SECOND FLOOR PLAN

**SHEET 6 OF 40**

## Exhibit 18

### TO THE EXPLANATION OF CONCOMITANCE OF

**ASPEN GLEN CONDOMINIUM**



●

**1-800-877-7222** 

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-14-2010 BY 60322 UCBAW

**01640**

[illegible][illegible]

**007D Form 99 11/20/99**

**WILLIAM A. HENRY**

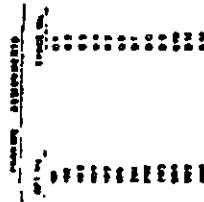
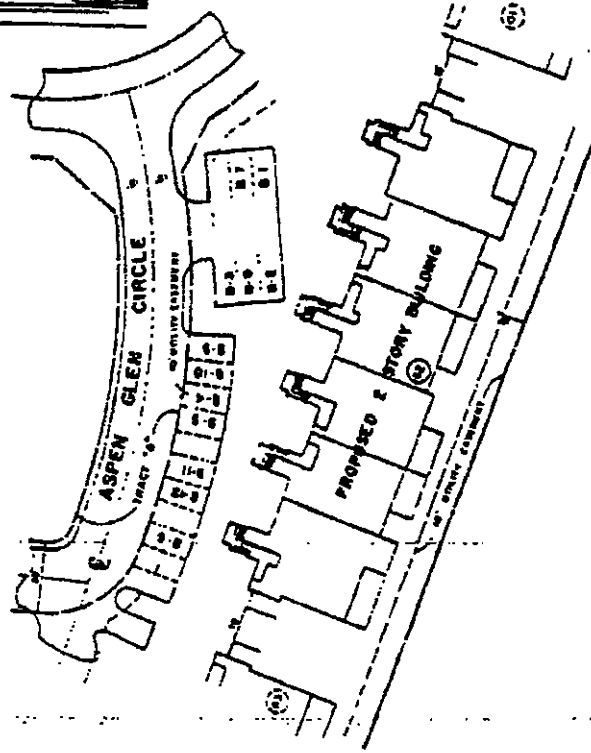
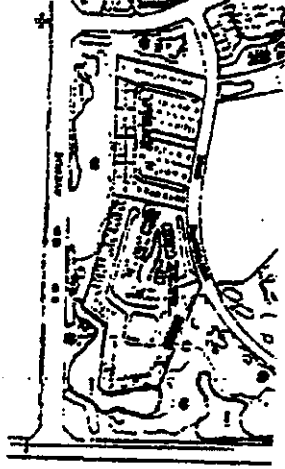
**ASPEN GREEN CONDOMINIUM**

**BUILDING NO. 62:  
FIRST FLOOR PLAN**



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 SHEET 9 OF 10  
 EXHIBIT "B"  
 TO THE DECLARATION OF CONDOMINIUM OF

# ASPEN GLEN CONDOMINIUM



PLOT PLAN

BUILDING No. 62

ASPEN GLEN CONDOMINIUM  
 L. M. HARRIS & SONS, INC.  
 1000 10th Street, N.W.  
 WASHINGTON, D.C. 20004  
 SHEET 9 OF 10

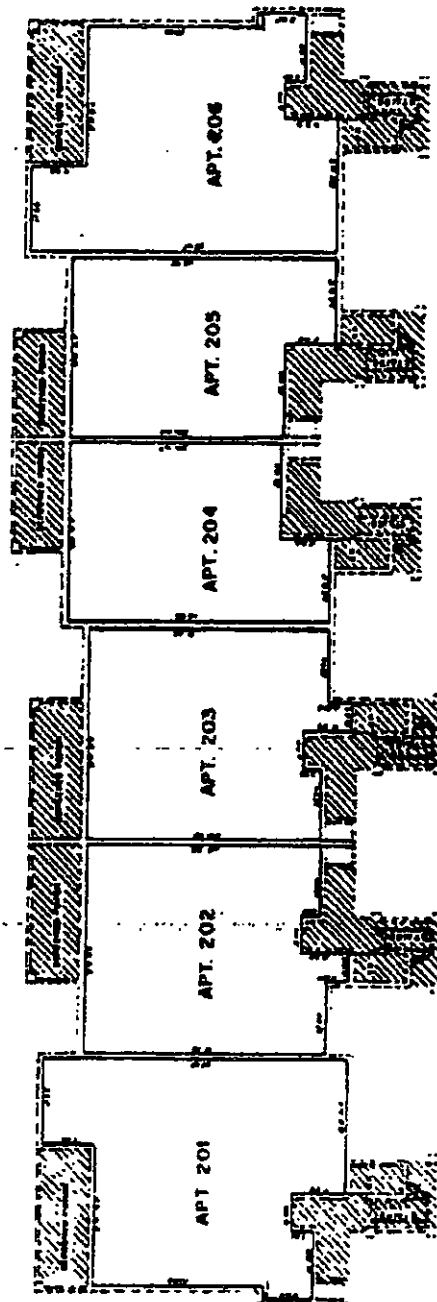
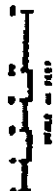
SURVEY, PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS

SHEET 1 OF 40

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF

# ASPEN GLEN CONDOMINIUM



## LEGEND

- COMMON AREAS
- UNIT BOUNDARY
- EXTERIOR WALL

## NOTES:

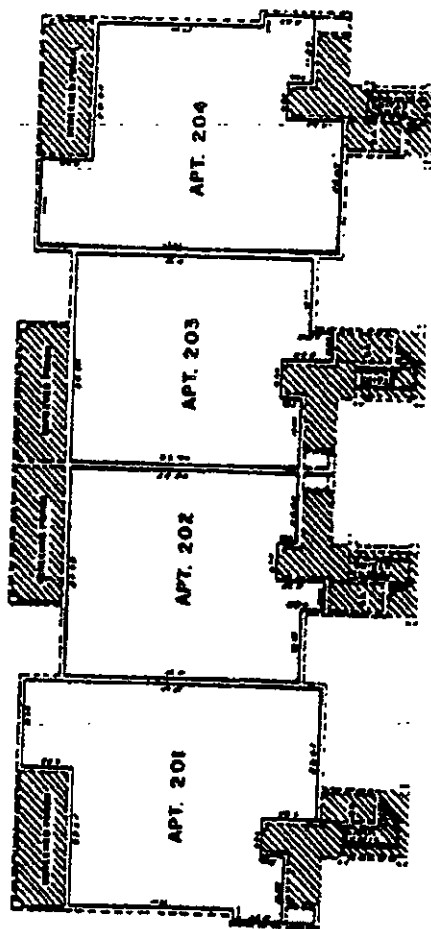
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
3. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
4. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.
5. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.
6. ALL CEILINGS ARE 8' HIGH UNLESS OTHERWISE NOTED.
7. ALL STAIRS ARE 36" WIDE UNLESS OTHERWISE NOTED.
8. ALL ELEVATIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
10. ALL MATERIALS ARE TO BE APPROVED BY THE ARCHITECT.
11. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE BUILDING CODE.
12. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MECHANICAL CODE.
13. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ELECTRICAL CODE.
14. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE PLUMBING CODE.
15. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE FIRE PROTECTION CODE.
16. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE SAFETY CODE.
17. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ENVIRONMENTAL CODE.
18. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ACCESSIBILITY CODE.
19. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE HISTORIC PRESERVATION CODE.
20. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE LANDMARK PRESERVATION CODE.

ASPEN GLEN CONDOMINIUM  
ARCHITECT: TERRACE & ASSOCIATES  
DATE: 10/1/80  
SHEET 1 OF 40

## BUILDING NO. 62 SECOND FLOOR PLAN

ASPER GLEN COMMUNITY  
SCHOOL DISTRICT  
1000 1st St. N.E.  
Grand Rapids, MI 49503  
Phone: 616-235-1234  
Fax: 616-235-1235

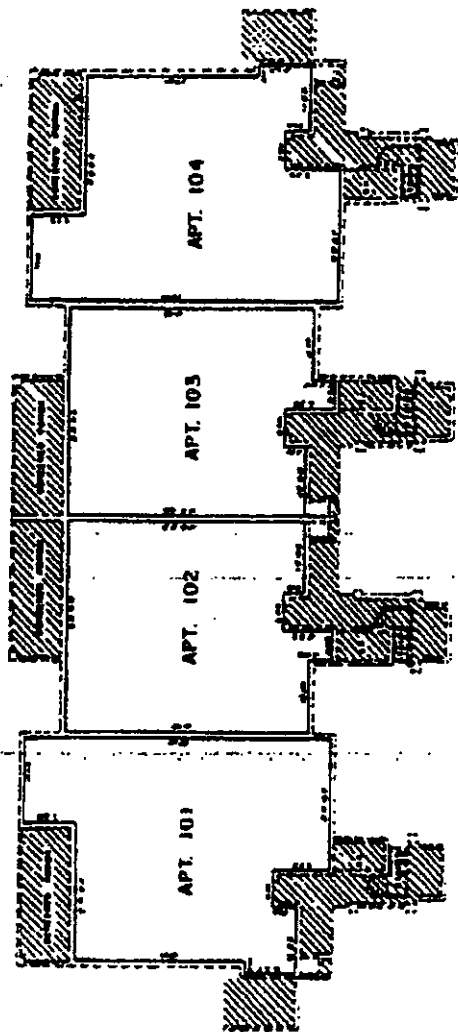
1004 40 07024

[illegible]

**BUILDING NO. 63**  
**SECOND FLOOR PLAN**

ASPER GLEN CONDOMINIUM  
 AIRCRAFT LANDING & TAKE OFF  
 CONSTRUCTION AND DESIGN  
 ENGINEERING AND ARCHITECTURE

1144 to 1200

[illegible]

Employee Name	Employee ID	Department	Position	Salary	Start Date	End Date
John Doe	101	Engineering	Software Engineer	\$75,000	2018-01-15	2019-01-15
Jane Smith	102	Marketing	Marketing Specialist	\$60,000	2018-03-01	2019-03-01
Mike Johnson	103	Sales	Sales Representative	\$55,000	2018-02-01	2019-02-01
Sarah Lee	104	Human Resources	HR Assistant	\$45,000	2018-04-01	2019-04-01
David Brown	105	Finance	Financial Analyst	\$70,000	2018-05-01	2019-05-01
Emily White	106	Operations	Operations Manager	\$85,000	2018-06-01	2019-06-01
Chris Green	107	IT	IT Support	\$40,000	2018-07-01	2019-07-01
Alex Black	108	Product Development	Product Manager	\$90,000	2018-08-01	2019-08-01
Olivia Grey	109	Customer Support	Customer Support	\$35,000	2018-09-01	2019-09-01
Noah Blue	110	Legal	Legal Counsel	\$110,000	2018-10-01	2019-10-01

**BUILDING NO. 63  
FIRST FLOOR PLAN**

ASPHEN GLEN CONDOMINIUM

SURVEY, PLAT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS

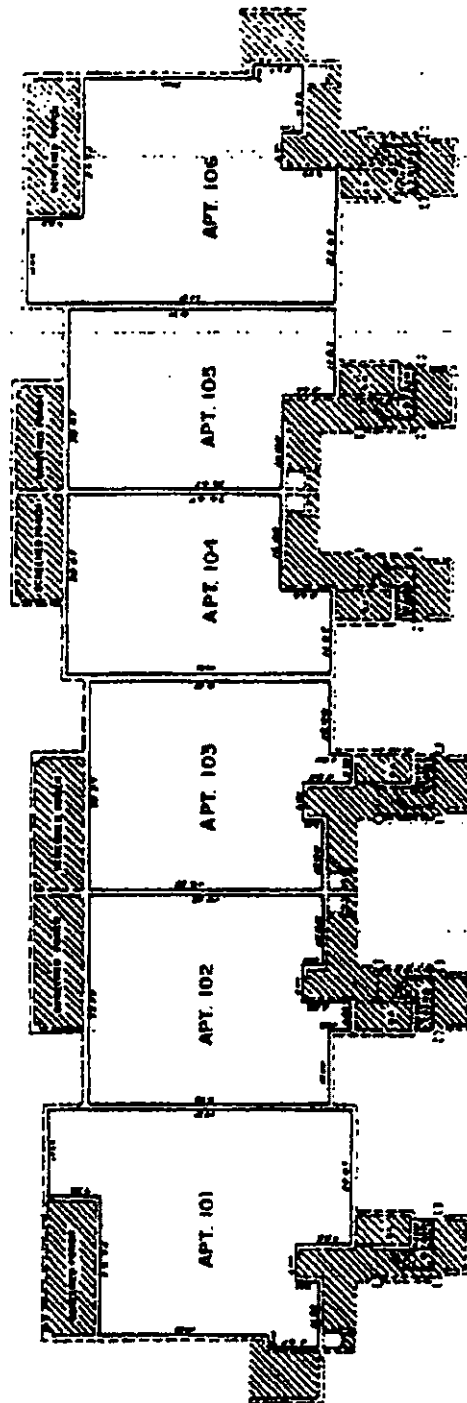
SHEET 12 OF 48

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF

# ASPEN GLEN CONDOMINIUM

ONE INCH = FIFTY FEET



## LEGEND

1. ELECTRICITY TO EACH UNIT AND BATHS ON THE BALCONY  
2. GAS SERVICE TO EACH UNIT AND BATHS ON THE BALCONY  
3. WATER SERVICE TO EACH UNIT  
4. SEWER SERVICE TO EACH UNIT

NOTES

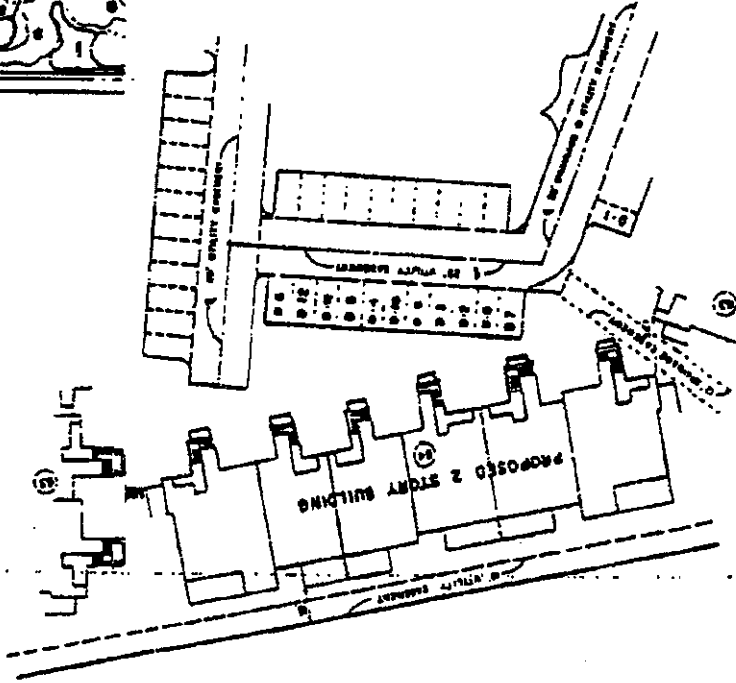
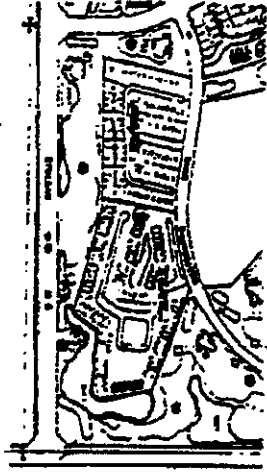
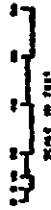
- 1. ELECTRICITY TO EACH UNIT AND BATHS ON THE BALCONY
- 2. GAS SERVICE TO EACH UNIT AND BATHS ON THE BALCONY
- 3. WATER SERVICE TO EACH UNIT
- 4. SEWER SERVICE TO EACH UNIT

BUILDING NO. 64  
FIRST FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
Aspen Glen Condominium Association, Inc.  
SHEET 12 OF 48

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 SHEET 11 OF 49  
 EXHIBIT "B"  
 TO THE DECLARATION OF CONDOMINIUM OF

# ASPEN GLEN CONDOMINIUM

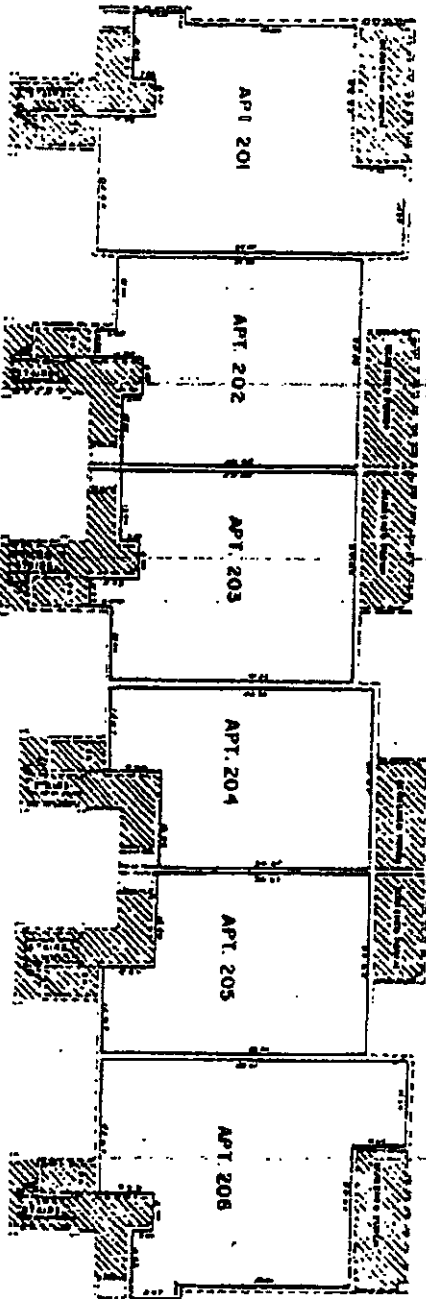
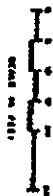


NO.	DESCRIPTION	AREA
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...
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47	...	...
48	...	...
49	...	...

PLOT PLAN

ASPEN GLEN CONDOMINIUM  
 BUILDING No. 64  
 PREPARED BY: [Name]  
 DATE: 11/07/88

SURVEY, PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
SHEET 15 OF 45  
**EXHIBIT "B"**  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



LEGEND  
 1/4" = 1'-0"  
 1/8" = 1'-0"  
 1/16" = 1'-0"

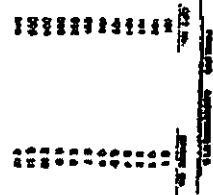
NOTES:  
 1. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.  
 2. THE DIMENSIONS OF WALLS AND DOORS ARE GIVEN.  
 3. THE DIMENSIONS OF WINDOWS ARE GIVEN.  
 4. THE DIMENSIONS OF STAIRS ARE GIVEN.

**BUILDING NO. 64**  
**SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
 PREPARED BY: [Signature]  
 DATE: [Date]  
 SHEET 15 OF 45

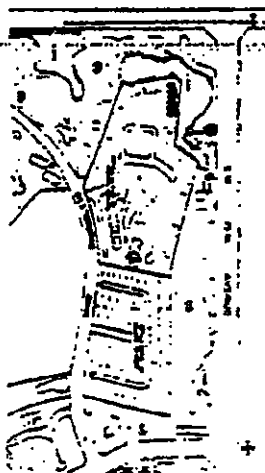
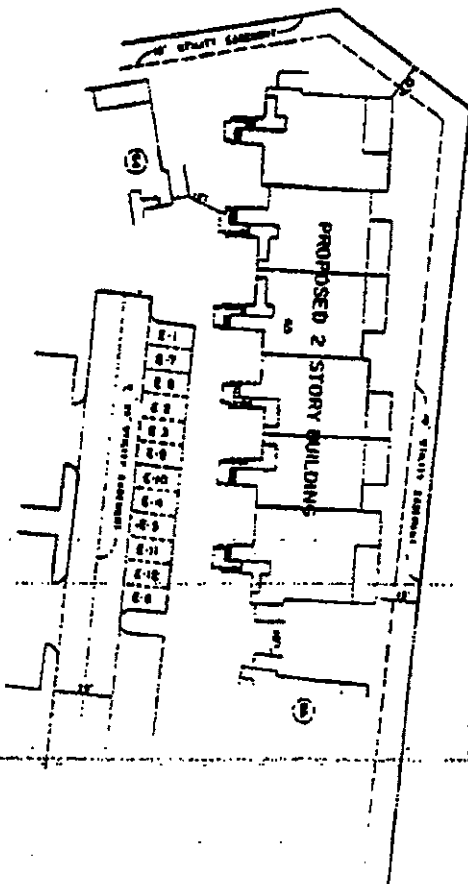


SECRET



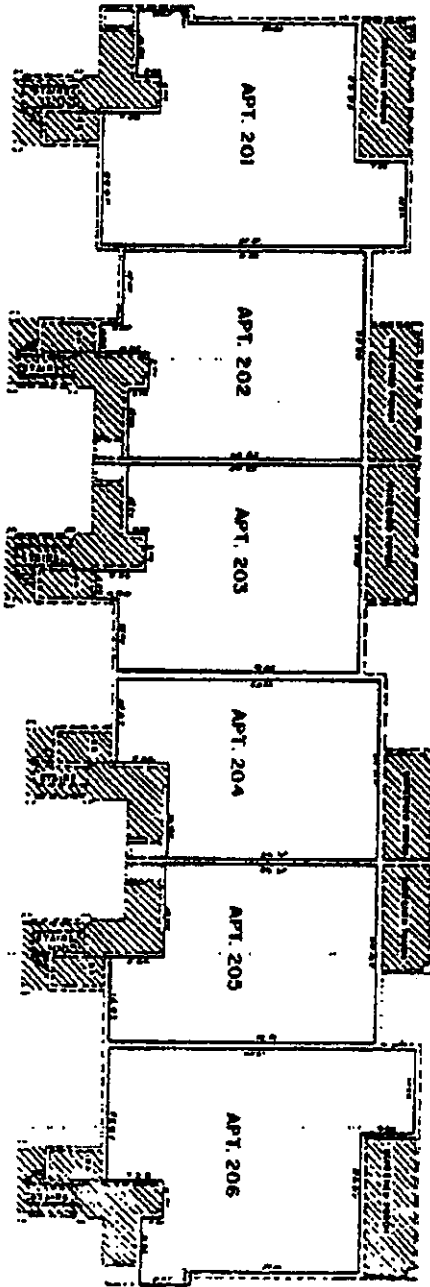
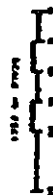
## PLOT PLAN

**BUILDING No. 65**



ASPT 00 04 04 CUBOIMINIA

SHORT, PLAT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET NO. OF 48  
**EXHIBIT "B"**  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



**LEGEND**  
APARTMENT 201-206  
COMMON AREAS

**NOTES**  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. SEE EXHIBIT "A" FOR COMMON AREAS AND EXHIBIT "C" FOR  
EXHIBIT "D" FOR UNIT 201  
EXHIBIT "E" FOR UNIT 202  
EXHIBIT "F" FOR UNIT 203  
EXHIBIT "G" FOR UNIT 204  
EXHIBIT "H" FOR UNIT 205  
EXHIBIT "I" FOR UNIT 206

**BUILDING NO. 65  
SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
Including a map of the location of the  
condominium in the City of Aspen, Colorado  
Project No. 65

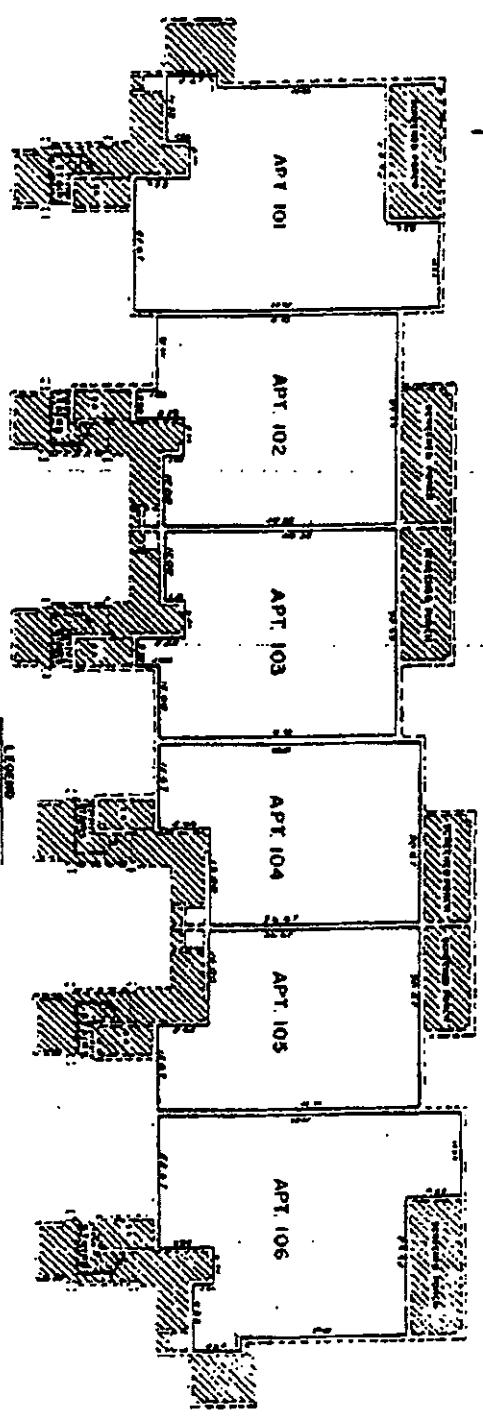
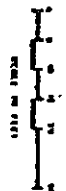
# ASPEN GLEN CONDOMINIUM

TO THE RECLAMATION OF CONDOMINIUM OF

EXHIBIT "B"

SURVEY, LOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SHEET 18 OF 48

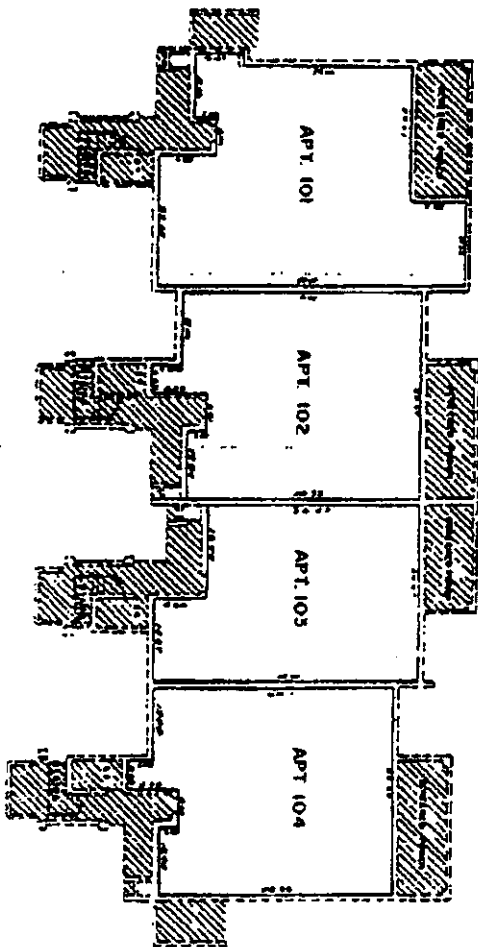
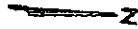


BUILDING NO. 65  
FIRST FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
Includes: Building & Alterations  
Sheet 18 of 48

SHAWTY, FLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
 SHEET 18 OF 48  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**

SCALE: 1/8" = 1'-0"  
 DATE: 07/07/98



1. ALL DIMENSIONS ARE IN FEET AND INCHES (1" = 0.0833').  
 2. THE DIMENSIONS OF THIS PLAN ARE APPROXIMATE.  
 3. THE DIMENSIONS OF THIS PLAN ARE APPROXIMATE.  
 4. THE DIMENSIONS OF THIS PLAN ARE APPROXIMATE.

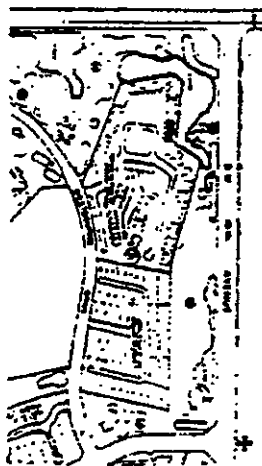
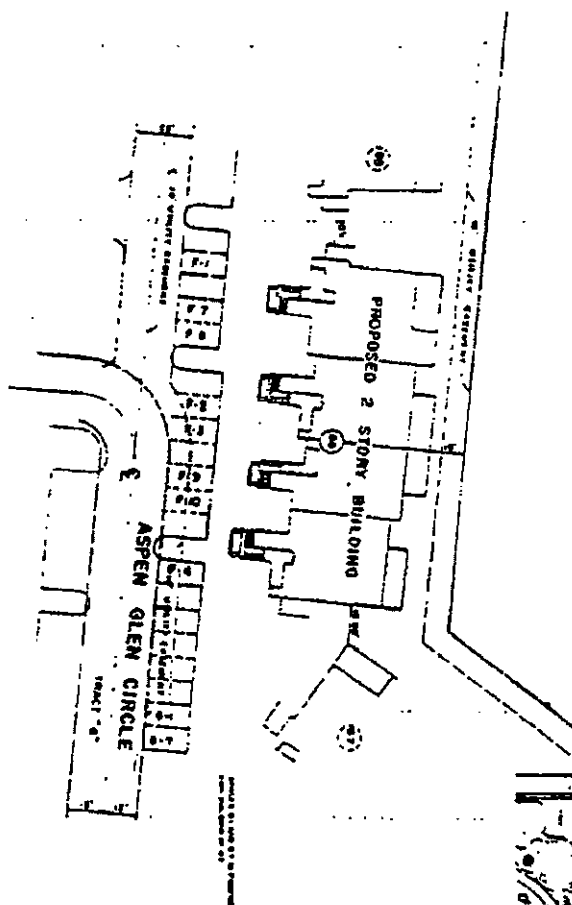
**LEGEND**  
 1. 1/8" = 1'-0"  
 2. 1/8" = 1'-0"  
 3. 1/8" = 1'-0"  
 4. 1/8" = 1'-0"

BUILDING NO. 66  
 FIRST FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
 Prepared by: [Signature]  
 Date: 07/07/98

**TO THE DECLARATION OF CONDOMINIUM OF**

SECRET



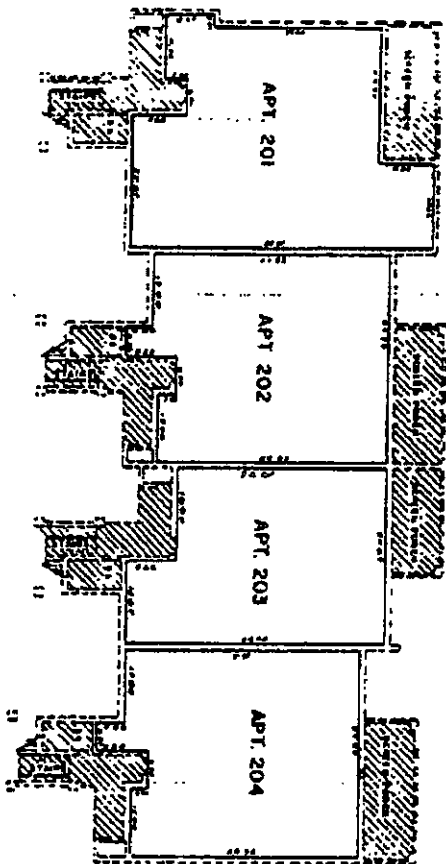
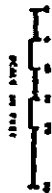
DATE	DESCRIPTION	AMOUNT
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PLOT PLAN

**BUILDING No 66**

ASPIEN GLEN CONDOMINIUM  
 RICHARD E. DUFFIN & ASSOC.  
 7075 130th Ave. #100  
 BUREAU 37 OF 48

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 16 OF 48  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



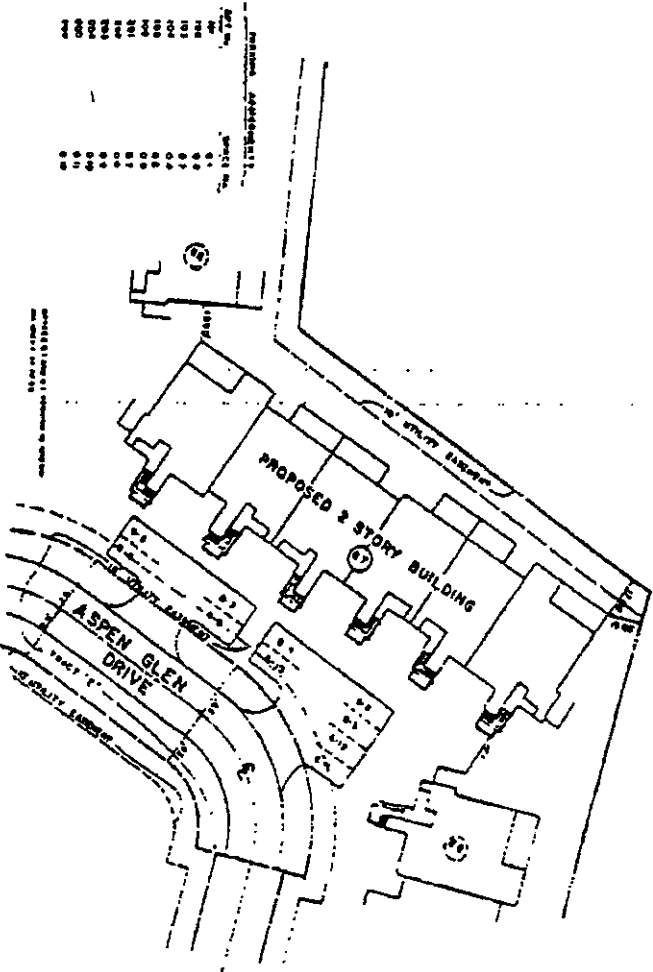
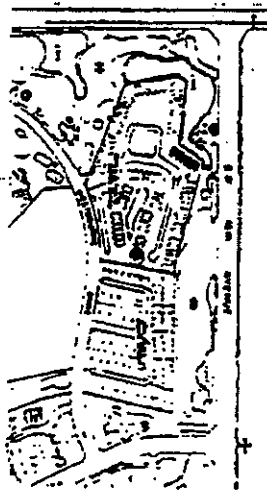
NOTES:  
1. ALL DIMENSIONS ARE SHOWN ON THIS AND SCHEDULES AND ARE NOT TO SCALE.  
2. THE EXISTING CONDITION OF EXISTING AND ADJACENT LOTS.  
3. SCHEDULES OF FINISHES AND  
4. SCHEDULES OF UTILITIES AND  
5. SCHEDULES OF EQUIPMENT AND  
6. SCHEDULES OF FURNITURE AND  
7. SCHEDULES OF PLANTING AND  
8. SCHEDULES OF LANDSCAPING AND  
9. SCHEDULES OF OTHER IMPROVEMENTS

**BUILDING NO. 66  
SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
DESIGNED BY: [Signature]  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10/10/00  
SHEET 16 OF 48

LEGEND  
[Symbol] [Description]  
[Symbol] [Description]  
[Symbol] [Description]

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 SHEET NO. 48  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
 DATE: 07/21/97



**PLOT PLAN**

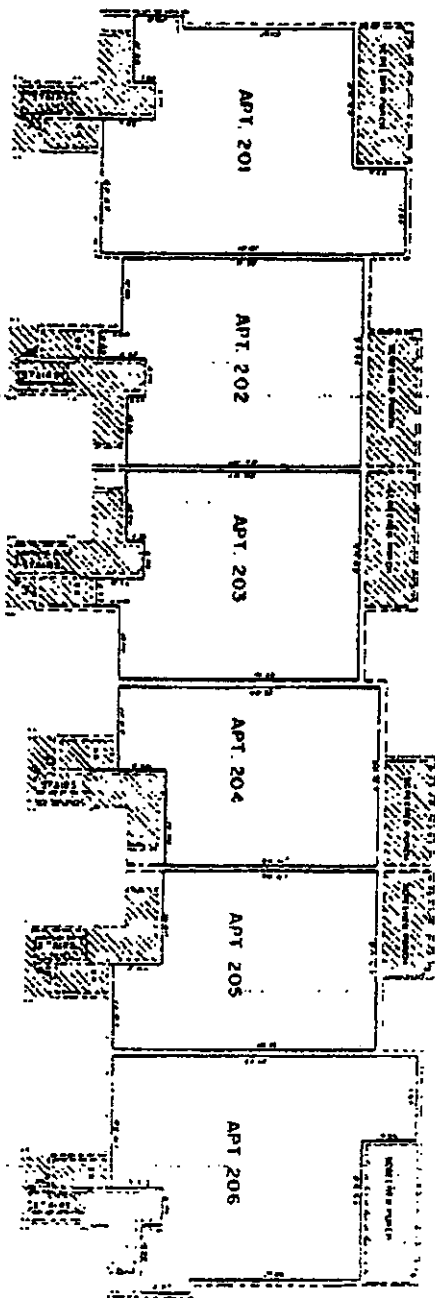
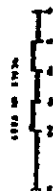
**BUILDING No. 67**

Lot No.	Area (sq. ft.)	Owner
101	10,000	ABC
102	10,000	ABC
103	10,000	ABC
104	10,000	ABC
105	10,000	ABC
106	10,000	ABC
107	10,000	ABC
108	10,000	ABC
109	10,000	ABC
110	10,000	ABC
111	10,000	ABC
112	10,000	ABC
113	10,000	ABC
114	10,000	ABC
115	10,000	ABC
116	10,000	ABC
117	10,000	ABC
118	10,000	ABC
119	10,000	ABC
120	10,000	ABC

ASPEN GLEN CONDOMINIUM  
 Building No. 67  
 SHEET NO. 48 OF 49

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 22 OF 49  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF

ASPEN GLEN CONDOMINIUM



LEGEND  
COMMON AREAS  
APARTMENT UNITS

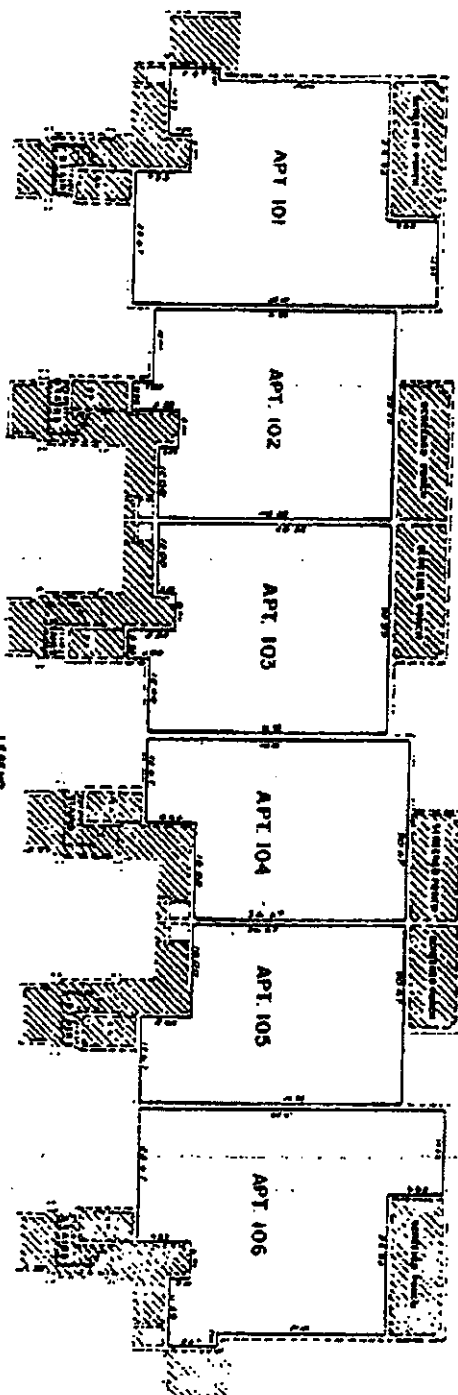
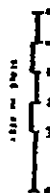
NOTES  
1. All dimensions are shown in feet and inches on this plan.  
2. All dimensions are shown in feet and inches on this plan.  
3. All dimensions are shown in feet and inches on this plan.  
4. All dimensions are shown in feet and inches on this plan.  
5. All dimensions are shown in feet and inches on this plan.

BUILDING NO. 67  
SECOND FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
SHEET 22 OF 49



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 01 OF 06  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



**LEGEND**  
 Common Areas  
 Private Units

**NOTES**  
 1. All dimensions are given in feet and inches, rounded to the nearest 1/8 inch.  
 2. The floor plan is subject to change without notice.  
 3. The floor plan is not to be used for any other purpose.

**BUILDING NO. 67  
FIRST FLOOR PLAN**

**ASPEN GLEN CONDOMINIUM**  
 Drawn by: [Signature]  
 Date: 01/01/00

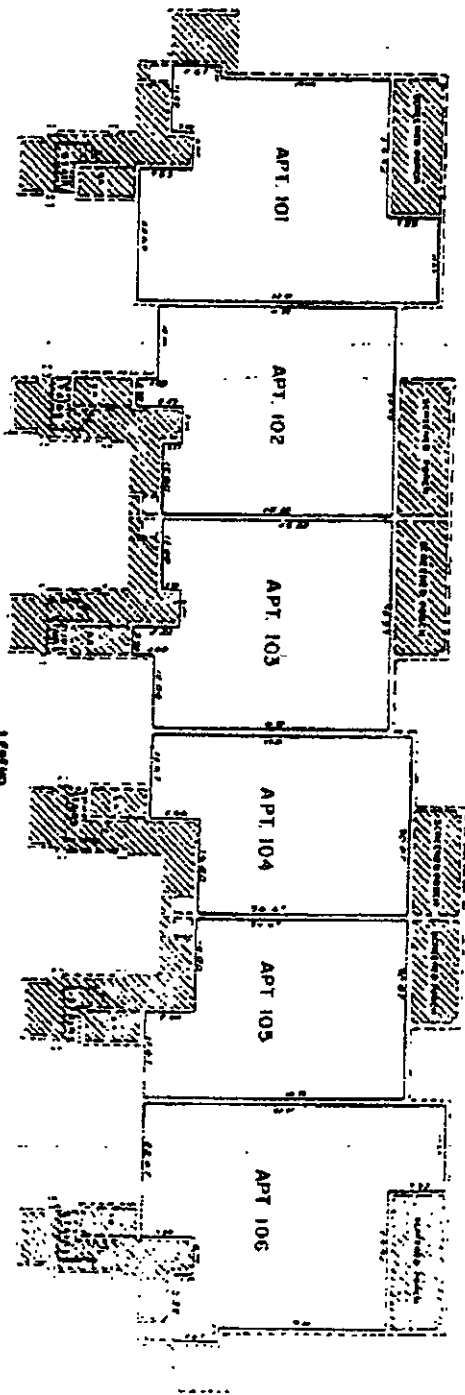
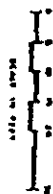
# ASPEN GLEN CONDOMINIUM

TO THE DECLARATION OF CONDOMINIUM OF

EXHIBIT "B"

SHEETS 25 OF 45

SURVEY, FLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS



100' 0"

100' 0"

100' 0"

100' 0"

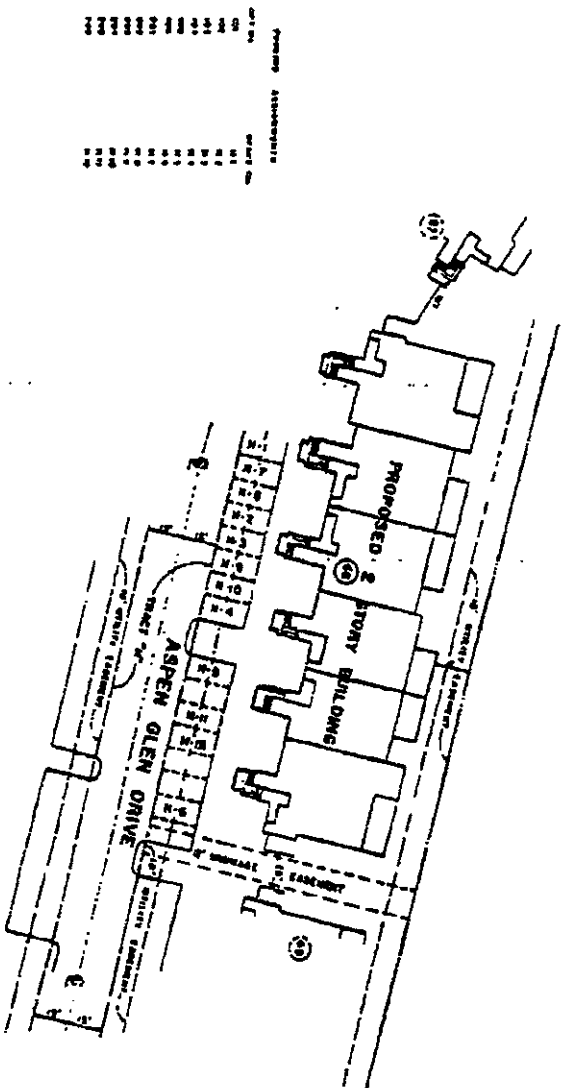
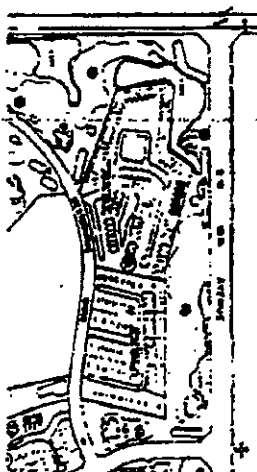
100' 0"

100' 0"

100' 0"

BUILDING NO. 68  
FIRST FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
SHEETS 25 OF 45

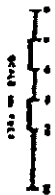
[illegible]

## PLOT PLAN

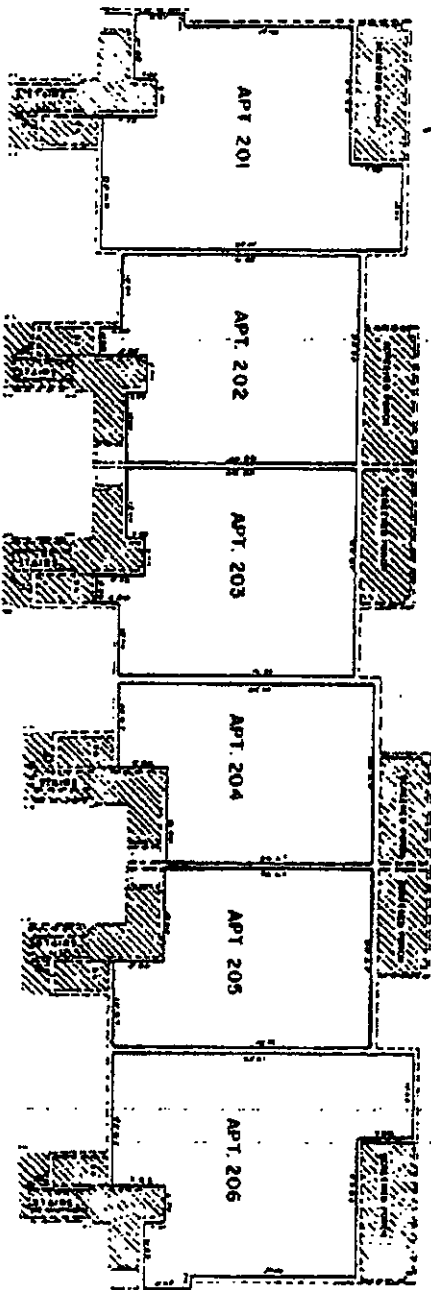
**BUILDING No. 68**

**ASPEN GLEN CONDOMINIUM**

SURVEY, FLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET NO. 68  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



SCALE IN FEET



LEGEND

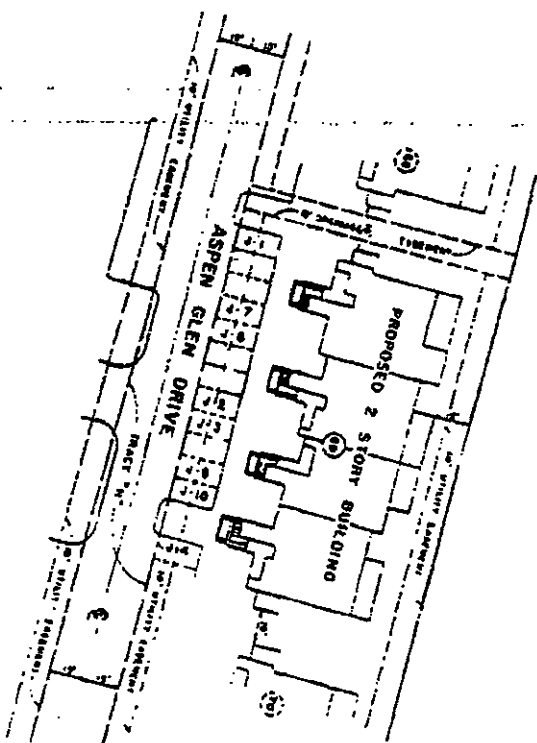
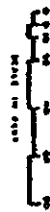
2112 ASPEN GLEN CONDOMINIUM, FLOOR 68  
SHEET NO. 68 (2112) 68-68

NOTES:  
1. All dimensions are approximate and subject to change without notice.  
2. All dimensions are given in feet and inches.  
3. All dimensions are given in feet and inches.  
4. All dimensions are given in feet and inches.

**BUILDING NO. 68**  
**SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
SHEET NO. 68 OF 68  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: [Date]

SURVEY, PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
SHEET 28 OF 49  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



**PLOT PLAN**

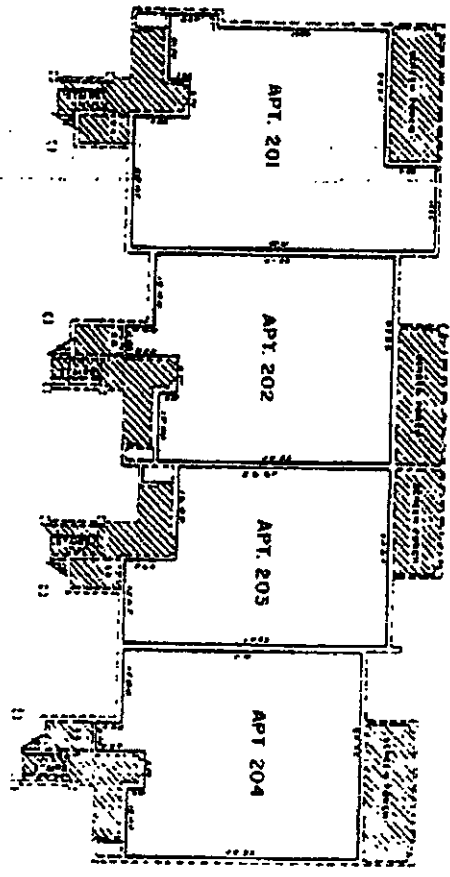
**BUILDING No. 69**

ASPEN GLEN CONDOMINIUM  
SHEET 28 OF 49





SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 28 OF 48  
**EXHIBIT "B"**  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
SCALE: AS SHOWN

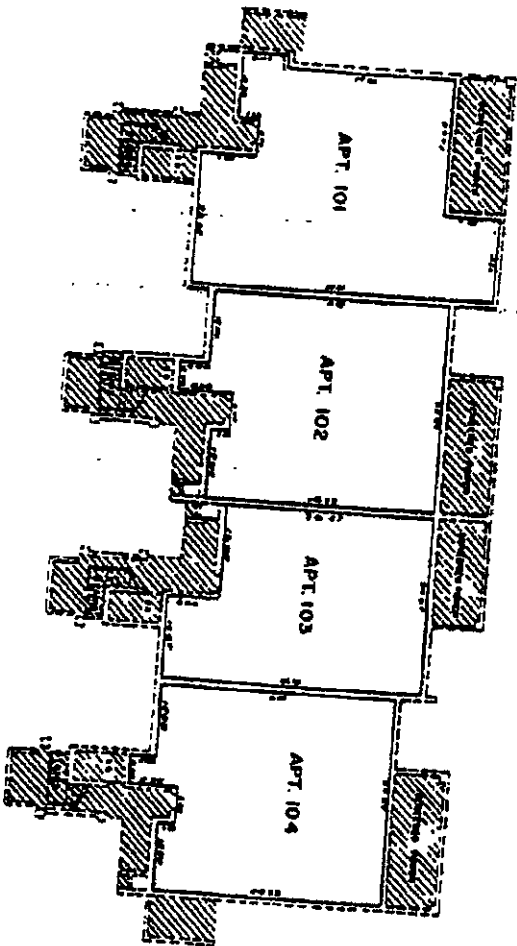


NOTES:  
1. Dimensions of units are given in feet and inches to the nearest 1/8 inch.  
2. The dimensions of units are given in feet and inches to the nearest 1/8 inch.  
3. The dimensions of units are given in feet and inches to the nearest 1/8 inch.  
4. The dimensions of units are given in feet and inches to the nearest 1/8 inch.

**BUILDING NO. 69**  
**SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
SHEET 28 OF 48

SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 27 OF 49  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
STAGE 10 UNIT



NOTES:  
1. All dimensions are given in feet and inches.  
2. The dimensions of the units are given in feet and inches.  
3. The dimensions of the common areas are given in feet and inches.  
4. The dimensions of the parking spaces are given in feet and inches.  
5. The dimensions of the storage spaces are given in feet and inches.

**BUILDING NO 69  
FIRST FLOOR PLAN**

LEGEND  
[Symbol] Common Area  
[Symbol] Parking Space  
[Symbol] Storage Space

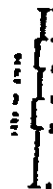
ASPEN GLEN CONDOMINIUM  
Survey, Floor Plan & Graphic Description of Improvements  
Sheet 27 of 49



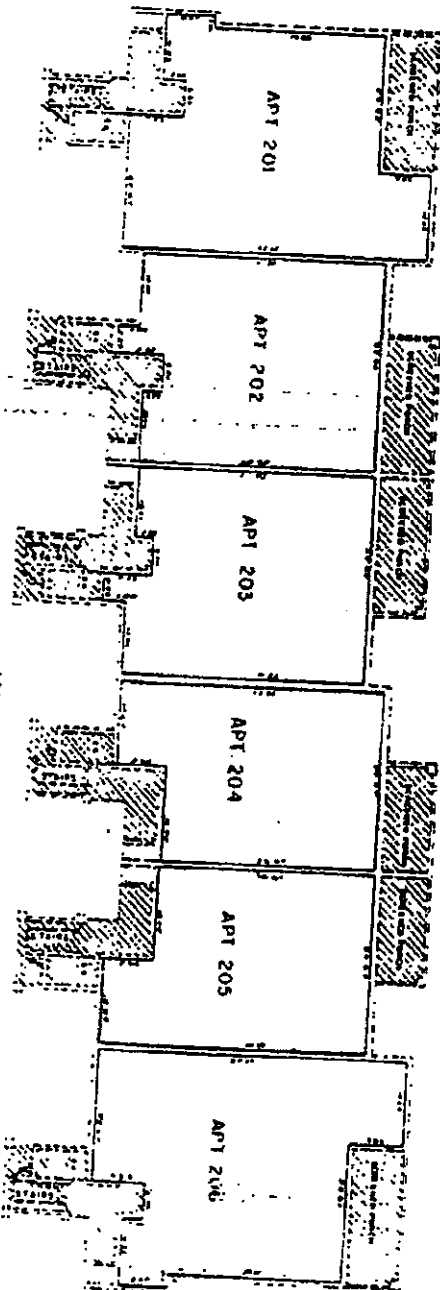
SURVEY, FLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 30 OF 48

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF

# ASPEN GLEN CONDOMINIUM



SCALE IN FEET



LEGEND

6072  
ASPHEN GLEN CONDOMINIUM  
SHEET 30 OF 48

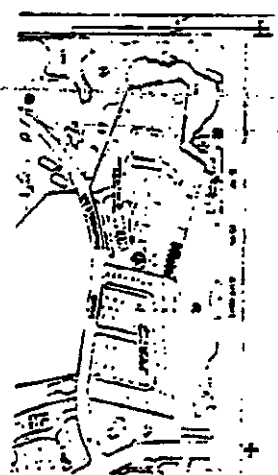
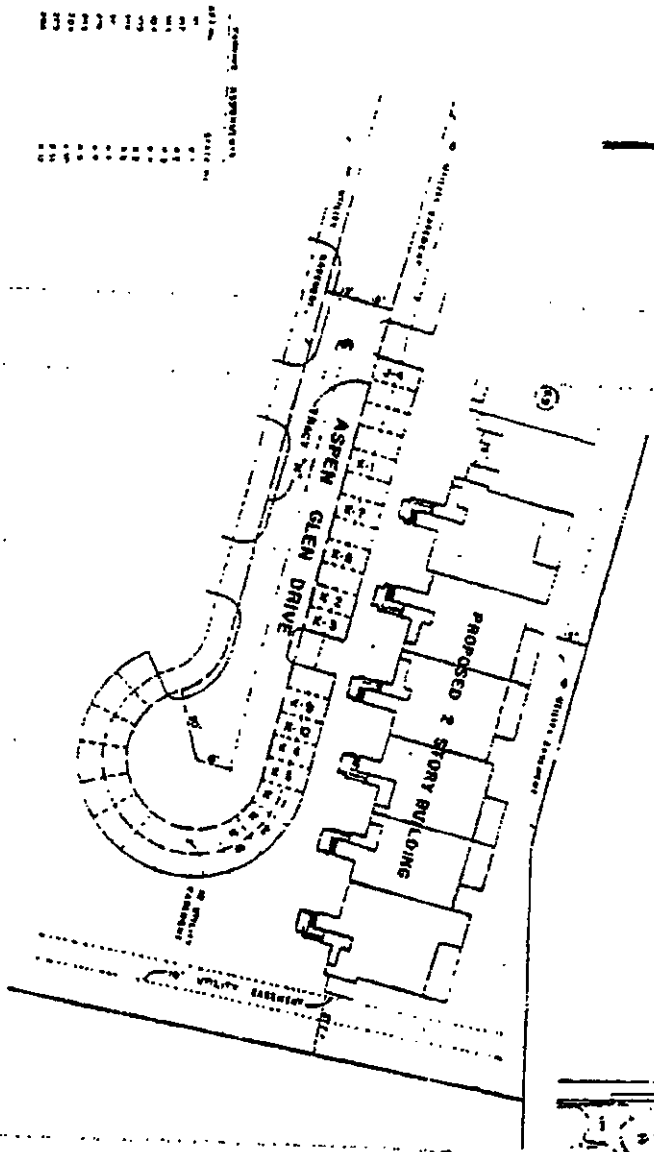
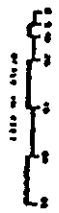
NOTE

1. EXISTING PLANS, WALLS AND DOORS ARE SHOWN BY DASHED LINES.
2. THE DIMENSIONS OF WALLS AND DOORS ARE SHOWN BY DIMENSION LINES.
3. THE DIMENSIONS OF WALLS AND DOORS ARE SHOWN BY DIMENSION LINES.
4. THE DIMENSIONS OF WALLS AND DOORS ARE SHOWN BY DIMENSION LINES.

BUILDING NO 70  
SECOND FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
SHEET 30 OF 48

SUBJECT: PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
 SHEET 23 OF 43  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



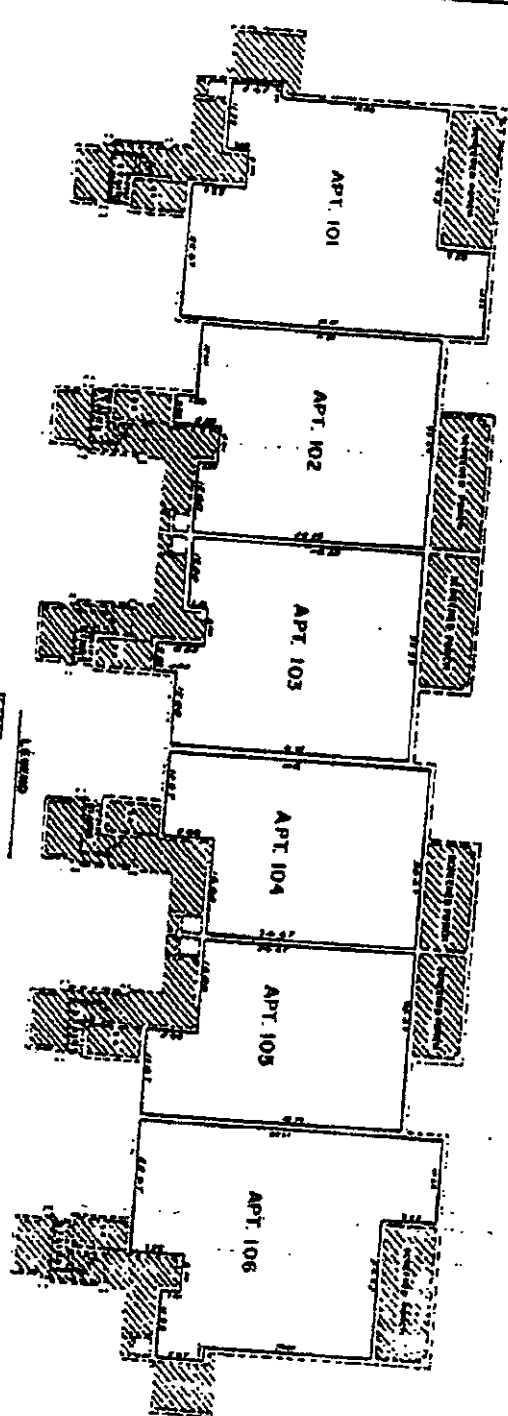
**PLOT PLAN**

**BUILDING NO. 70**

ASPEN GLEN CONDOMINIUM  
 Prepared by: [illegible]  
 Date: [illegible]  
 Sheet 23 of 43



SURVEY, FLOOR PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
SHEET NO. 48  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
DATE: 10/1/87



Legend  
Hatched areas indicate existing improvements  
to existing building area

NOTES:  
1. All improvements shown on this plan are shown as improvements  
to existing building area and are not shown as improvements  
to existing building area.  
2. All improvements shown on this plan are shown as improvements  
to existing building area and are not shown as improvements  
to existing building area.

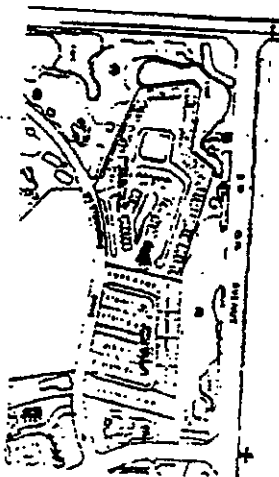
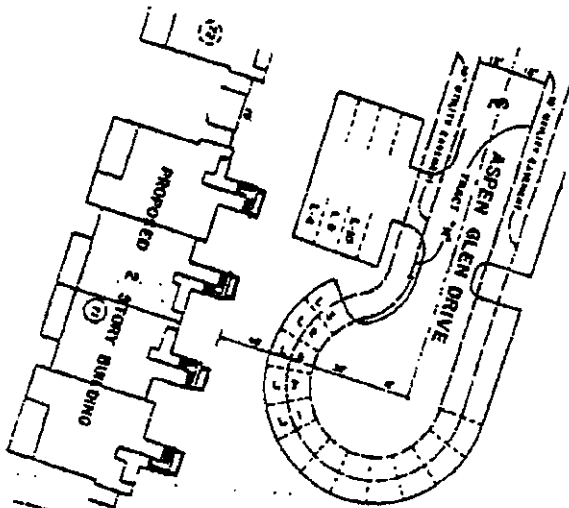
BUILDING NO. 70  
FIRST FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
BUILDING NO. 70  
SHEET NO. 48

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 SHEET 32 OF 45  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



**PLOT PLAN**

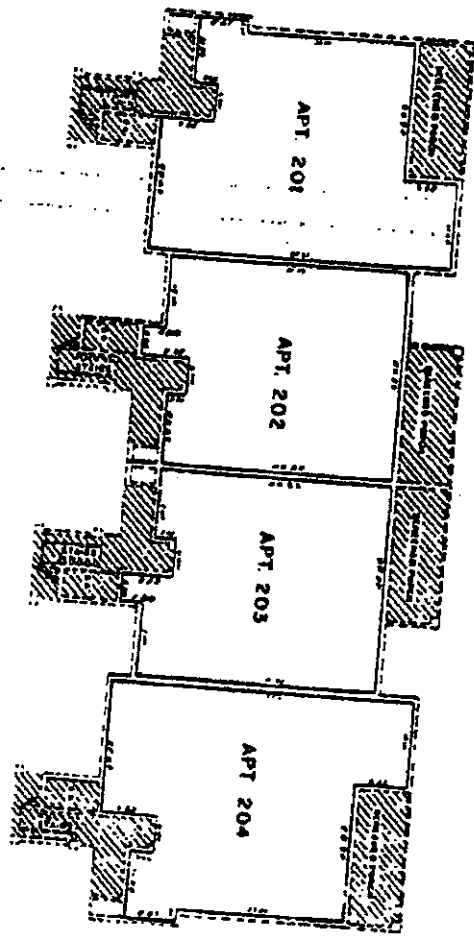


**BUILDING NO. 71**

ASPEN GLEN CONDOMINIUM  
 Richard L. Johnson & Associates, Inc.  
 Surveyors  
 Sheet 32 of 45



SURVEY, FLOOR PLAN AND GRAPIC DESCRIPTION OF IMPROVEMENTS  
SHEET 84 OF 48  
**EXHIBIT "B"**  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
SCALE: 1/4" = 1'-0"



NOTES:  
1. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES TO THE NEAREST 1/8".  
2. THE DISTRIBUTION OF SPACES AND STRUCTURES SHOWN IS BASED ON THE RECORD DRAWINGS OF THE BUILDING.  
3. THE DIMENSIONS OF THE BUILDING ARE BASED ON THE RECORD DRAWINGS OF THE BUILDING.  
4. THE DIMENSIONS OF THE BUILDING ARE BASED ON THE RECORD DRAWINGS OF THE BUILDING.

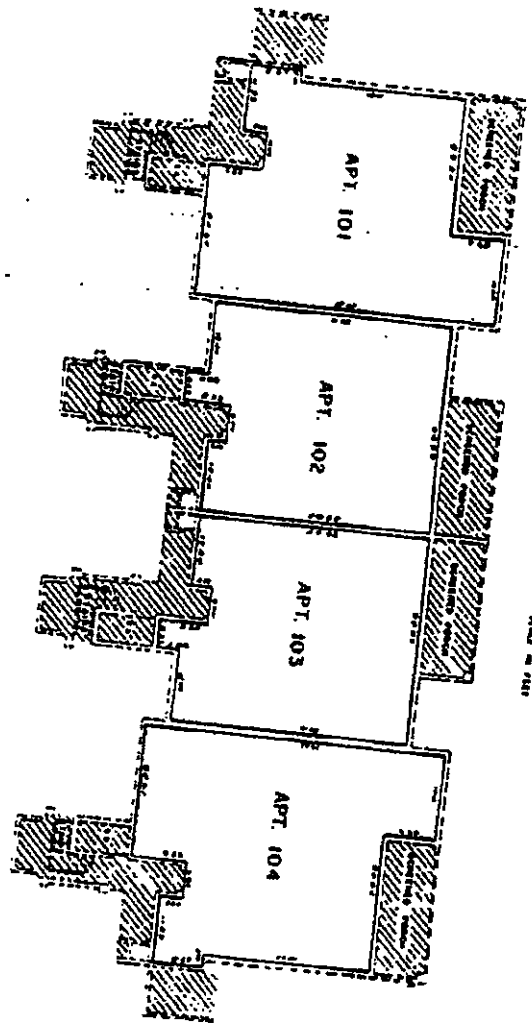
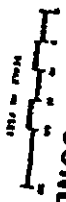
**BUILDING NO. 71**  
**SECOND FLOOR PLAN**

**LEGEND**  
--- COMMON AREAS  
--- UNIT FLOOR AREA  
--- UNIT FLOOR AREA

ASPEN GLEN CONDOMINIUM  
ENCLOSURE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48  
SHEET 84 OF 48



SURVEY, PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
SHEET 23 OF 49  
EXHIBIT "g"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



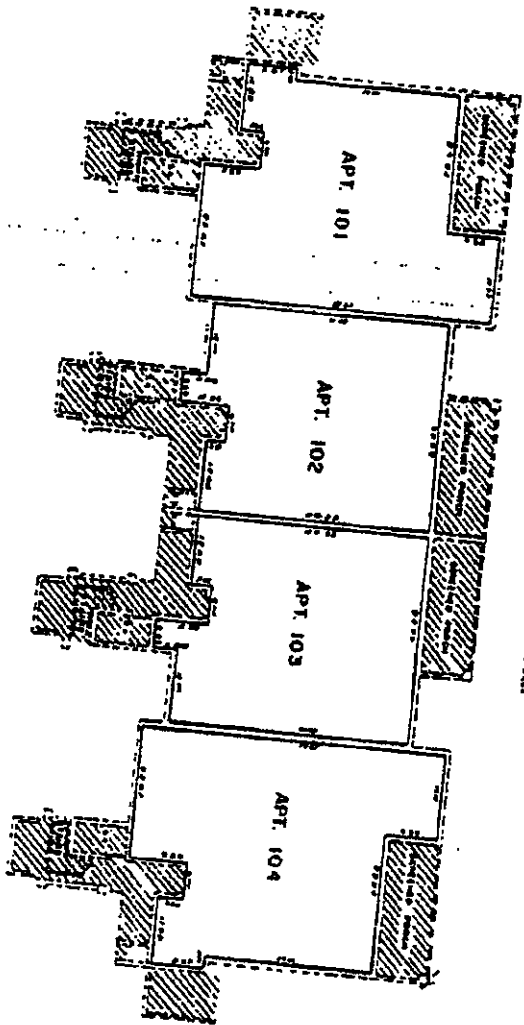
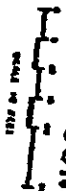
**NOTES:**  
1. All dimensions are shown in feet and inches and are rounded to the nearest inch.  
2. All dimensions are shown in feet and inches and are rounded to the nearest inch.  
3. All dimensions are shown in feet and inches and are rounded to the nearest inch.  
4. All dimensions are shown in feet and inches and are rounded to the nearest inch.

**BUILDING NO. 71  
FIRST FLOOR PLAN**

**LEGEND**  
APR 12 1992  
ASPHEN GLEN CONDOMINIUM  
SHEET 23 OF 49

**ASPEN GLEN CONDOMINIUM**  
MICHAEL L. SHERMAN & ASSOCIATES, INC.  
SHEET 23 OF 49

SURVEY, PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
 SHEET 26 OF 30  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



NOTES:  
 1. ALL IMPROVEMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER  
 2. THE EXISTING BUILDING OF 1000 SQ. FT. IS TO BE DEMOLISHED  
 3. A NEW BUILDING OF 2000 SQ. FT. IS TO BE CONSTRUCTED  
 4. THE NEW BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER

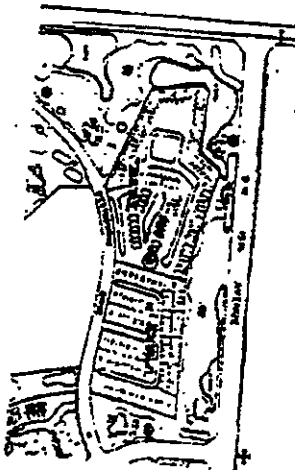
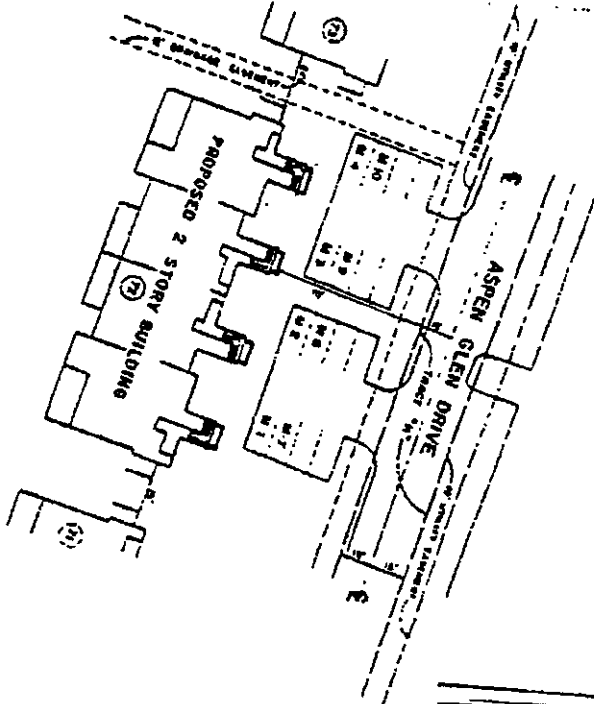
**BUILDING NO. 72**  
**FIRST FLOOR PLAN**

**LEGEND**  
 --- EXISTING IMPROVEMENTS  
 --- NEW IMPROVEMENTS  
 --- EXISTING BUILDING  
 --- NEW BUILDING

ASPEN GLEN CONDOMINIUM  
 PREPARED BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 10/10/00

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 SHEET 18 OF 48  
 EXHIBIT "B"  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**

SCALE: 1" = 20'



**PLOT PLAN**

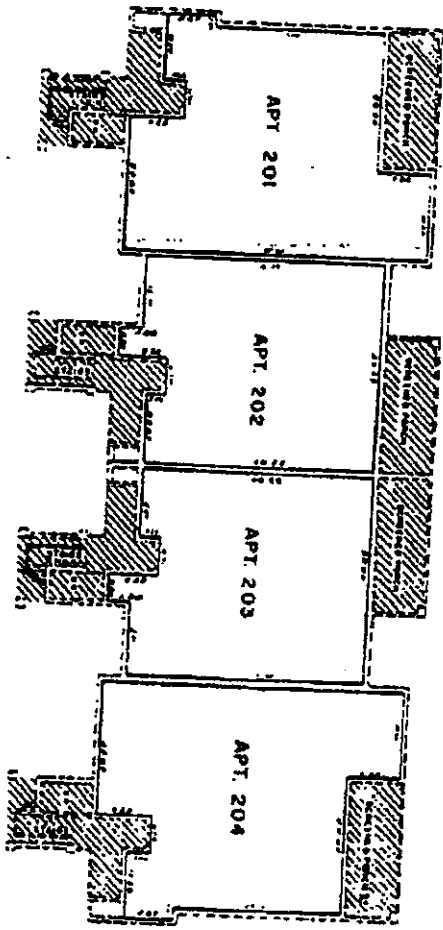
**BUILDING No. 72**

ASPEN GLEN CONDOMINIUM  
 PREPARED BY: [illegible]  
 SHEET 18 OF 48





PROJECT, FLOOR PLAN AND SHAPES DESCRIPTION OF IMPROVEMENTS  
SHEET BY OF 48  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
DATE: 10/10/01

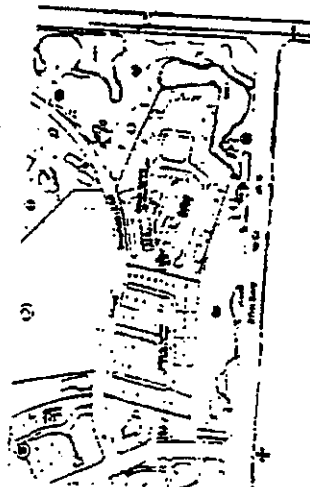


NOTES:  
1. All dimensions are shown in feet and inches.  
2. All dimensions are shown in feet and inches.  
3. All dimensions are shown in feet and inches.  
4. All dimensions are shown in feet and inches.  
5. All dimensions are shown in feet and inches.  
6. All dimensions are shown in feet and inches.  
7. All dimensions are shown in feet and inches.  
8. All dimensions are shown in feet and inches.  
9. All dimensions are shown in feet and inches.  
10. All dimensions are shown in feet and inches.

**BUILDING NO. 72**  
**SECOND FLOOR PLAN**

LEGEND  
1. All dimensions are shown in feet and inches.  
2. All dimensions are shown in feet and inches.  
3. All dimensions are shown in feet and inches.  
4. All dimensions are shown in feet and inches.  
5. All dimensions are shown in feet and inches.  
6. All dimensions are shown in feet and inches.  
7. All dimensions are shown in feet and inches.  
8. All dimensions are shown in feet and inches.  
9. All dimensions are shown in feet and inches.  
10. All dimensions are shown in feet and inches.

ASPEN GLEN CONDOMINIUM  
BUILDING 1, 500 S. 1000 E., SUITE 100, DENVER, CO 80202  
SHEET BY OF 48



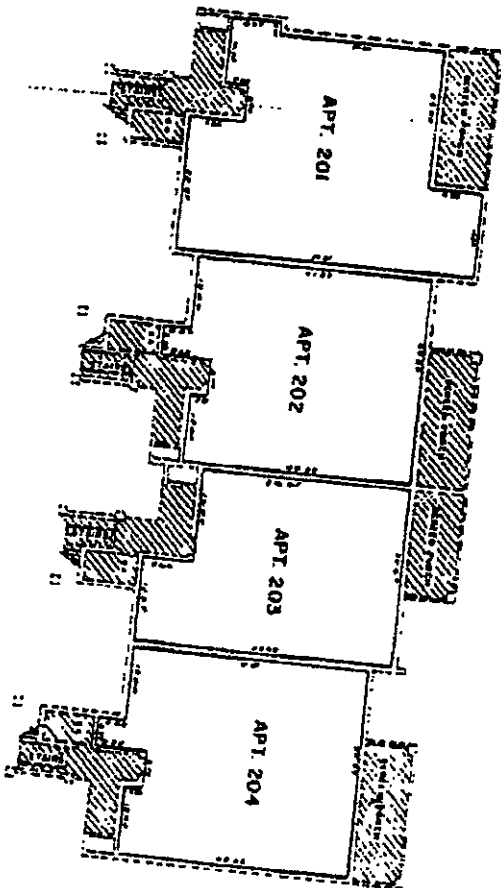
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 SHEET 38 OF 48  
**EXHIBIT "g"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
 MADE IN 1988



ASPHALT	PAVED DRIVE
1/4" = 1'0"	1/4" = 1'0"
1/8" = 1'0"	1/8" = 1'0"
1/16" = 1'0"	1/16" = 1'0"
1/32" = 1'0"	1/32" = 1'0"
1/64" = 1'0"	1/64" = 1'0"
1/128" = 1'0"	1/128" = 1'0"
1/256" = 1'0"	1/256" = 1'0"
1/512" = 1'0"	1/512" = 1'0"
1/1024" = 1'0"	1/1024" = 1'0"
1/2048" = 1'0"	1/2048" = 1'0"
1/4096" = 1'0"	1/4096" = 1'0"
1/8192" = 1'0"	1/8192" = 1'0"
1/16384" = 1'0"	1/16384" = 1'0"
1/32768" = 1'0"	1/32768" = 1'0"
1/65536" = 1'0"	1/65536" = 1'0"
1/131072" = 1'0"	1/131072" = 1'0"
1/262144" = 1'0"	1/262144" = 1'0"
1/524288" = 1'0"	1/524288" = 1'0"
1/1048576" = 1'0"	1/1048576" = 1'0"
1/2097152" = 1'0"	1/2097152" = 1'0"
1/4194304" = 1'0"	1/4194304" = 1'0"
1/8388608" = 1'0"	1/8388608" = 1'0"
1/16777216" = 1'0"	1/16777216" = 1'0"
1/33554432" = 1'0"	1/33554432" = 1'0"
1/67108864" = 1'0"	1/67108864" = 1'0"
1/134217728" = 1'0"	1/134217728" = 1'0"
1/268435456" = 1'0"	1/268435456" = 1'0"
1/536870912" = 1'0"	1/536870912" = 1'0"
1/1073741824" = 1'0"	1/1073741824" = 1'0"
1/2147483648" = 1'0"	1/2147483648" = 1'0"
1/4294967296" = 1'0"	1/4294967296" = 1'0"
1/8589934592" = 1'0"	1/8589934592" = 1'0"
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1/1427247692705	



SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 40 OF 48  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
SCALE: 1/4" = 1'-0"



NOTE:  
1. All dimensions are shown in feet and inches to the nearest 1/8 inch.  
2. All dimensions are shown to the center of the wall unless otherwise noted.  
3. All dimensions are shown to the center of the window unless otherwise noted.  
4. All dimensions are shown to the center of the door unless otherwise noted.

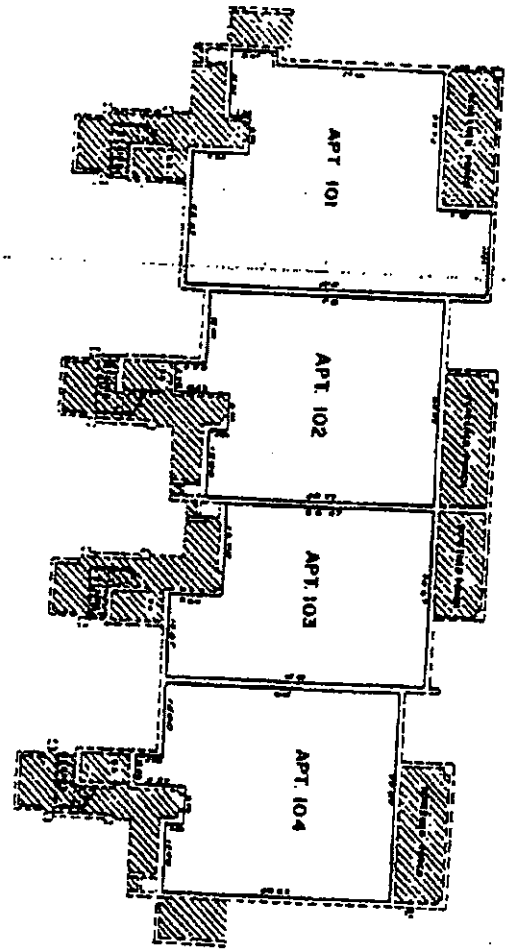
**LEGEND**  
--- Common Area  
--- Unit Boundary  
--- Wall  
--- Window  
--- Door  
--- Staircase  
--- Elevator  
--- Utility Room  
--- Storage Room  
--- Mechanical Room  
--- Electrical Room  
--- Telephone Room  
--- Mail Room  
--- Janitor's Room  
--- Storage Room  
--- Mechanical Room  
--- Electrical Room  
--- Telephone Room  
--- Mail Room  
--- Janitor's Room

**BUILDING NO. 73  
SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
ALL UNITS ARE 1,000 SQ. FT. OR MORE  
SHEET 40 OF 48



POWER, FLOI PLAN AND BASIC DESCRIPTION OF IMPROVEMENTS  
SHEET 25 OF 48  
**EXHIBIT "B"**  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
MADE IN 1973



**SCALE:**  
1/4" = 1'-0" (Horizontal)  
1/8" = 1'-0" (Vertical)  
ALL DIMENSIONS OF THIS PLAN ARE IN FEET AND INCHES  
ALL DIMENSIONS OF THIS PLAN ARE IN FEET AND INCHES  
ALL DIMENSIONS OF THIS PLAN ARE IN FEET AND INCHES

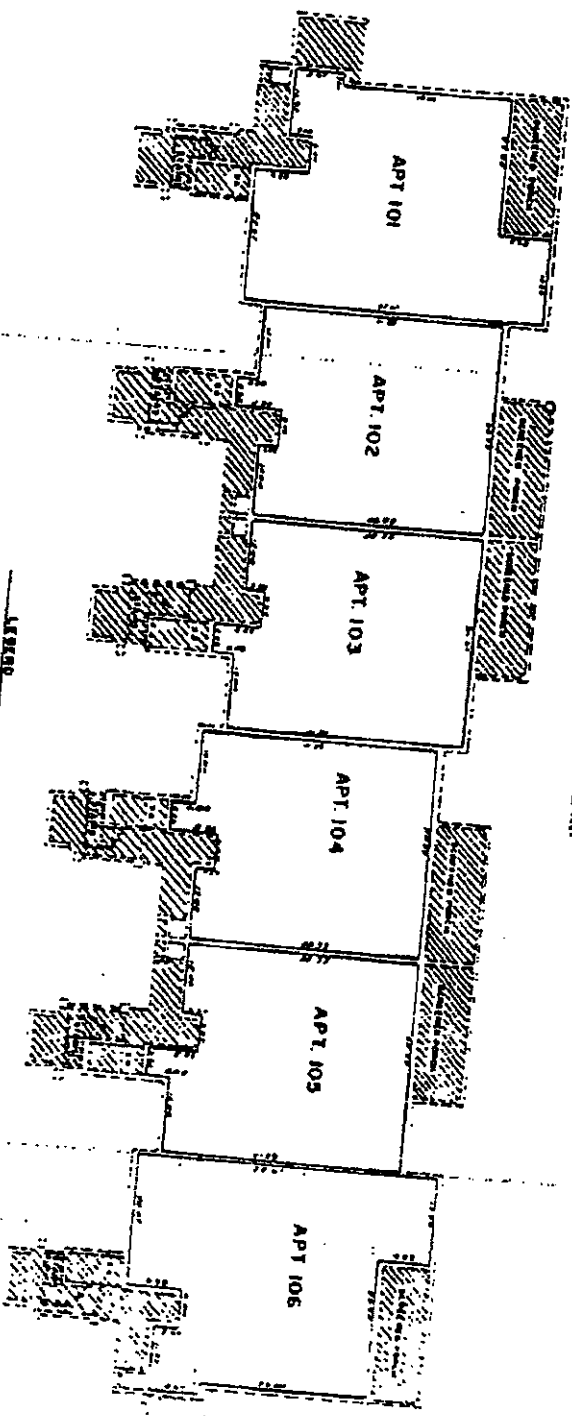
**BUILDING NO. 73  
FIRST FLOOR PLAN**

**ASPEND**  
Architect  
1000 17th Avenue, Suite 1000  
Denver, Colorado 80202

**ASPEN GLEN CONDOMINIUM**  
Developed by  
Aspen Glen Condominium Association, Inc.  
SHEET 25 OF 48

7.

SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 42 OF 48  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
SHEET 42 OF 48



**LEGEND**

EXTERIOR WALL (THICK LINE)

INTERIOR WALL (THIN LINE)

DOOR (THIN LINE WITH ARC)

WINDOW (THIN LINE WITH ARC)

STRUCTURAL COLUMN (THICK LINE WITH CIRCLE)

STRUCTURAL BEAM (THICK LINE)

STRUCTURAL SLAB (THIN LINE WITH DOTS)

STRUCTURAL FOUNDATION (THICK LINE WITH DOTS)

STRUCTURAL FOOTING (THICK LINE WITH DOTS)

STRUCTURAL PIER (THICK LINE WITH DOTS)

STRUCTURAL WALL (THICK LINE WITH DOTS)

STRUCTURAL COLUMN (THICK LINE WITH CIRCLE)

STRUCTURAL BEAM (THICK LINE)

STRUCTURAL SLAB (THIN LINE WITH DOTS)

STRUCTURAL FOUNDATION (THICK LINE WITH DOTS)

STRUCTURAL FOOTING (THICK LINE WITH DOTS)

STRUCTURAL PIER (THICK LINE WITH DOTS)

STRUCTURAL WALL (THICK LINE WITH DOTS)

**BUILDING NO. 74**  
**FIRST FLOOR PLAN**

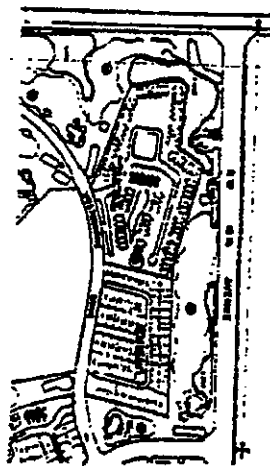
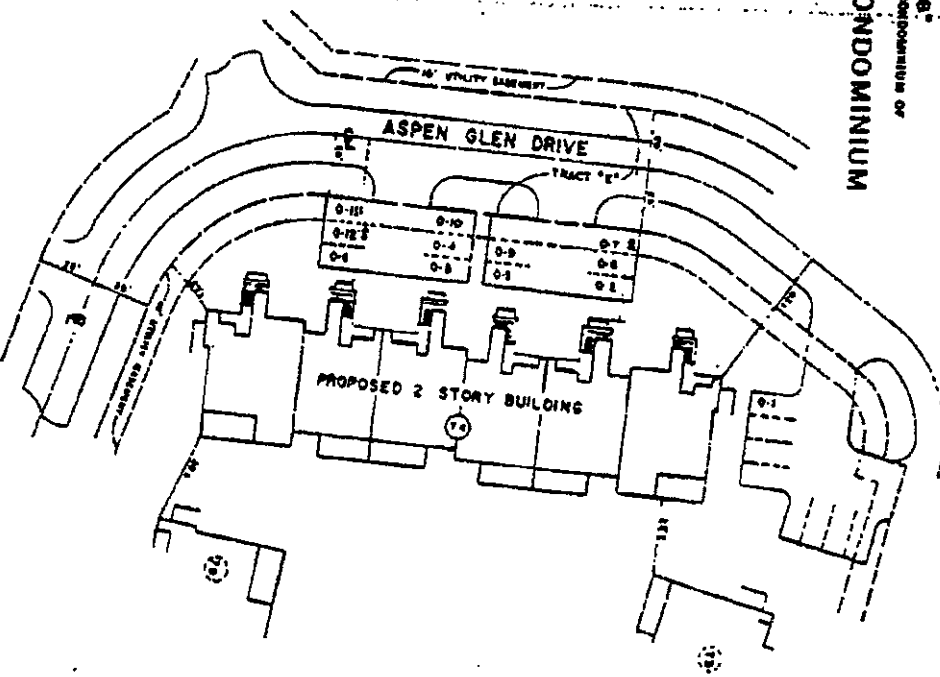
ASPEN GLEN CONDOMINIUM  
SHEET 42 OF 48

SUBJECT: PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
 SHEET 41 OF 48  
**EXHIBIT "G"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**

**PLOT PLAN**

EXISTING	PROPOSED
1. ASPEN GLEN DRIVE	1. ASPEN GLEN DRIVE
2. TRACT "G"	2. TRACT "G"
3. PROPOSED 2 STORY BUILDING	3. PROPOSED 2 STORY BUILDING
4. ASPEN GLEN DRIVE	4. ASPEN GLEN DRIVE
5. TRACT "G"	5. TRACT "G"
6. PROPOSED 2 STORY BUILDING	6. PROPOSED 2 STORY BUILDING
7. ASPEN GLEN DRIVE	7. ASPEN GLEN DRIVE
8. TRACT "G"	8. TRACT "G"
9. PROPOSED 2 STORY BUILDING	9. PROPOSED 2 STORY BUILDING
10. ASPEN GLEN DRIVE	10. ASPEN GLEN DRIVE
11. TRACT "G"	11. TRACT "G"
12. PROPOSED 2 STORY BUILDING	12. PROPOSED 2 STORY BUILDING
13. ASPEN GLEN DRIVE	13. ASPEN GLEN DRIVE
14. TRACT "G"	14. TRACT "G"
15. PROPOSED 2 STORY BUILDING	15. PROPOSED 2 STORY BUILDING
16. ASPEN GLEN DRIVE	16. ASPEN GLEN DRIVE
17. TRACT "G"	17. TRACT "G"
18. PROPOSED 2 STORY BUILDING	18. PROPOSED 2 STORY BUILDING
19. ASPEN GLEN DRIVE	19. ASPEN GLEN DRIVE
20. TRACT "G"	20. TRACT "G"
21. PROPOSED 2 STORY BUILDING	21. PROPOSED 2 STORY BUILDING
22. ASPEN GLEN DRIVE	22. ASPEN GLEN DRIVE
23. TRACT "G"	23. TRACT "G"
24. PROPOSED 2 STORY BUILDING	24. PROPOSED 2 STORY BUILDING
25. ASPEN GLEN DRIVE	25. ASPEN GLEN DRIVE
26. TRACT "G"	26. TRACT "G"
27. PROPOSED 2 STORY BUILDING	27. PROPOSED 2 STORY BUILDING
28. ASPEN GLEN DRIVE	28. ASPEN GLEN DRIVE
29. TRACT "G"	29. TRACT "G"
30. PROPOSED 2 STORY BUILDING	30. PROPOSED 2 STORY BUILDING
31. ASPEN GLEN DRIVE	31. ASPEN GLEN DRIVE
32. TRACT "G"	32. TRACT "G"
33. PROPOSED 2 STORY BUILDING	33. PROPOSED 2 STORY BUILDING
34. ASPEN GLEN DRIVE	34. ASPEN GLEN DRIVE
35. TRACT "G"	35. TRACT "G"
36. PROPOSED 2 STORY BUILDING	36. PROPOSED 2 STORY BUILDING
37. ASPEN GLEN DRIVE	37. ASPEN GLEN DRIVE
38. TRACT "G"	38. TRACT "G"
39. PROPOSED 2 STORY BUILDING	39. PROPOSED 2 STORY BUILDING
40. ASPEN GLEN DRIVE	40. ASPEN GLEN DRIVE
41. TRACT "G"	41. TRACT "G"
42. PROPOSED 2 STORY BUILDING	42. PROPOSED 2 STORY BUILDING
43. ASPEN GLEN DRIVE	43. ASPEN GLEN DRIVE
44. TRACT "G"	44. TRACT "G"
45. PROPOSED 2 STORY BUILDING	45. PROPOSED 2 STORY BUILDING
46. ASPEN GLEN DRIVE	46. ASPEN GLEN DRIVE
47. TRACT "G"	47. TRACT "G"
48. PROPOSED 2 STORY BUILDING	48. PROPOSED 2 STORY BUILDING

**BUILDING NO. 74**



ASPEN GLEN CONDOMINIUM  
 PREPARED BY: [Name]  
 DATE: [Date]  
 SHEET 41 OF 48

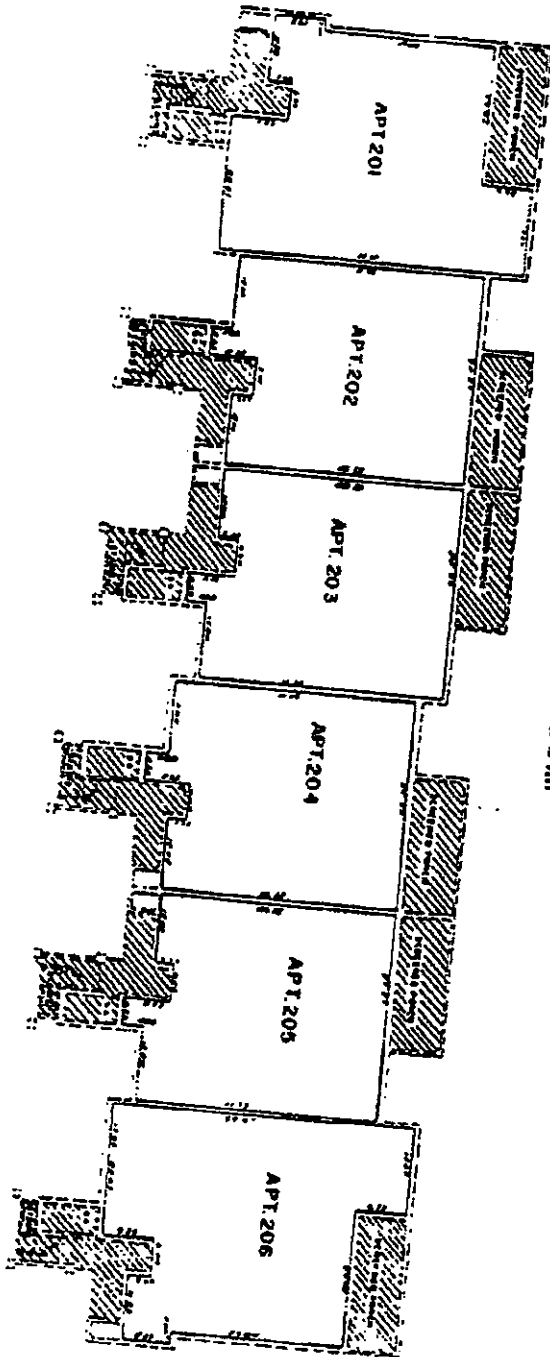
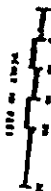
7.

SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 48 OF 48

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF

ASPEN GLEN CONDOMINIUM



LEGEND

EXISTING CONCRETE FOUNDATION  
 EXISTING CONCRETE FOUNDATION

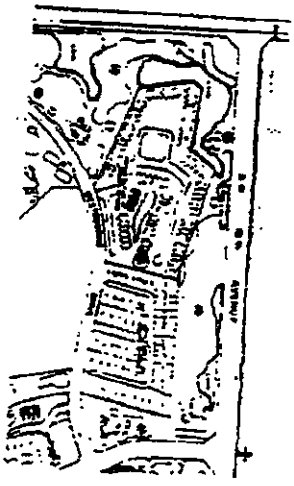
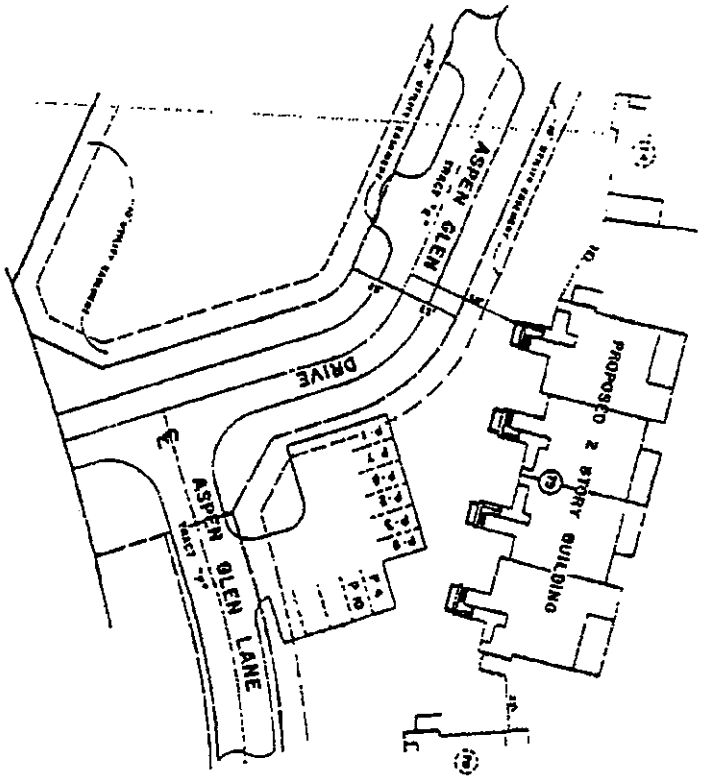
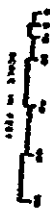
NOTES:

- 1. EXISTING CONCRETE FOUNDATION SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.
- 2. EXISTING CONCRETE FOUNDATION SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.
- 3. EXISTING CONCRETE FOUNDATION SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.

BUILDING NO. 74  
SECOND FLOOR PLAN

ASPEN GLEN CONDOMINIUM  
SHEET 48 OF 48

SURVEY, PLOT PLAN AND SHADING DESCRIPTION OF IMPROVEMENTS  
 SHEET 4407 4D  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



**PLOT PLAN**

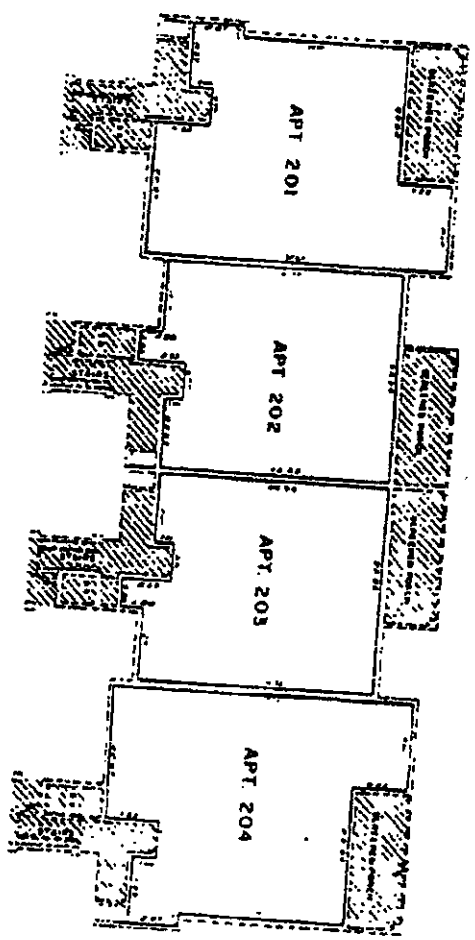
**BUILDING No. 75**

ASPEN GLEN CONDOMINIUM  
 including a subdivision of 4.65 acres  
 located in the City of Aspen, Colorado  
 dated 10/10/99



N

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
SHEET 48 OF 48  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
DATE: 10/1/81



NOTES:  
1. All dimensions are given in feet and inches, rounded to the nearest inch.  
2. The dimensions of the units are as shown on the plan.  
3. The dimensions of the common areas are as shown on the plan.  
4. The dimensions of the building are as shown on the plan.

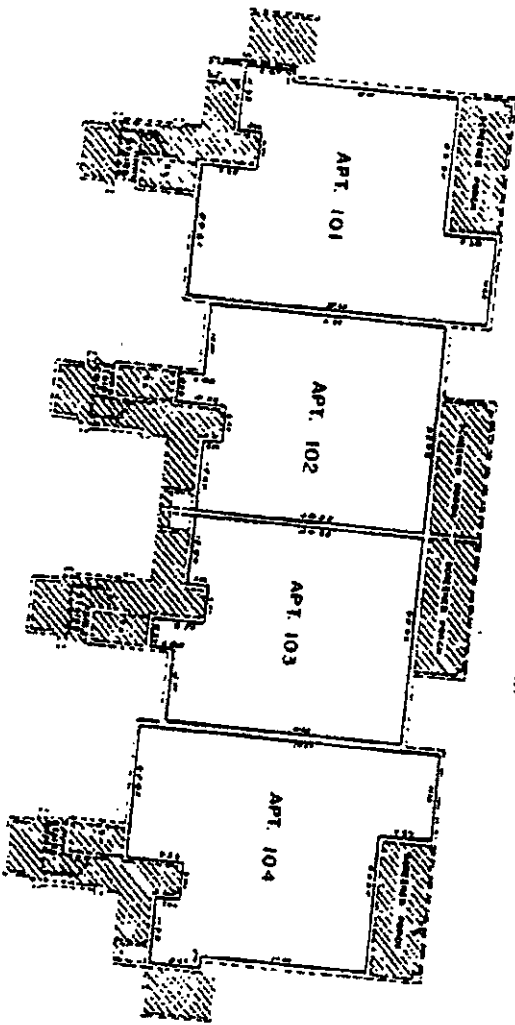
LEGEND  
1. Unit  
2. Common Area  
3. Building

**BUILDING NO. 75**  
**SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
1. Unit  
2. Common Area  
3. Building  
SHEET 48 OF 48

N

SURVEY, PLOT PLAN AND GRADING DESCRIPTION OF IMPROVEMENTS  
SHEET 48 OF 48  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**  
SCALE: 1" = 10' 0"



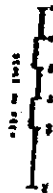
NOTES:  
1. EXISTING ASPEN GLEN CONDOMINIUM UNIT 101 AND 102 ARE SHOWN FOR REFERENCE ONLY.  
2. THE DIMENSIONS OF THIS UNIT ARE 10' 0" BY 10' 0".  
3. THE DIMENSIONS OF THIS UNIT ARE 10' 0" BY 10' 0".  
4. THE DIMENSIONS OF THIS UNIT ARE 10' 0" BY 10' 0".

**BUILDING NO. 75  
FIRST FLOOR PLAN**

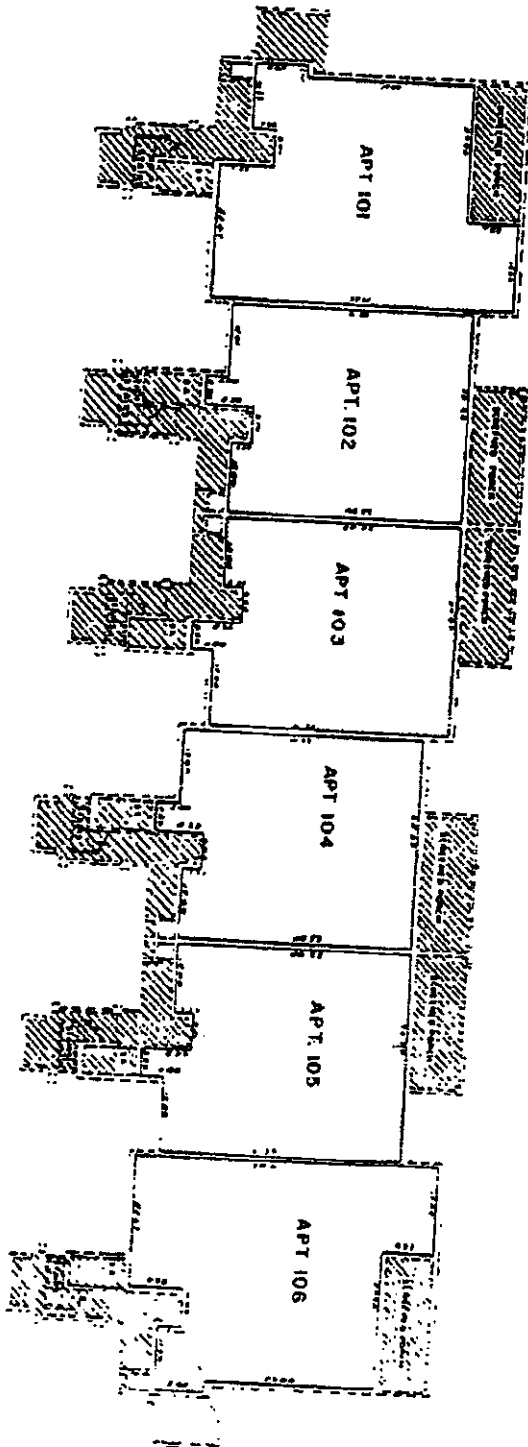
**LEGEND**  
--- EXISTING ASPEN GLEN CONDOMINIUM UNIT 101  
--- EXISTING ASPEN GLEN CONDOMINIUM UNIT 102  
--- EXISTING ASPEN GLEN CONDOMINIUM UNIT 103  
--- EXISTING ASPEN GLEN CONDOMINIUM UNIT 104

**ASPEN GLEN CONDOMINIUM**  
DESIGNED BY: [Signature]  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10/1/00

SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS,  
SHEET 48 OF 49  
**EXHIBIT "B"**  
TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



SCALE IN FEET



**LEGEND**

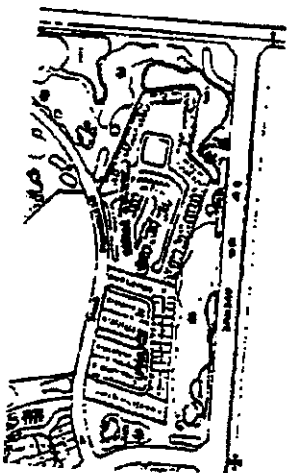
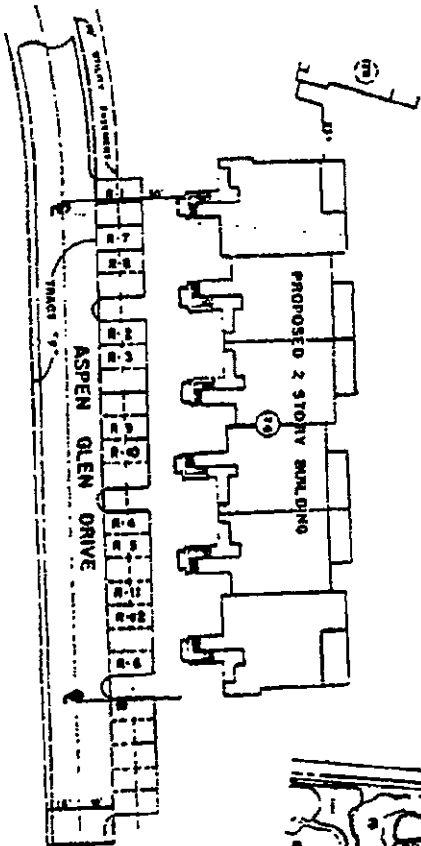
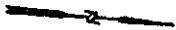
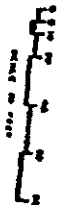
Common Areas  
 Unit Boundary Lines

1. All dimensions are taken from the center of the unit boundary lines.  
2. All dimensions are taken from the center of the unit boundary lines.  
3. All dimensions are taken from the center of the unit boundary lines.

**BUILDING NO. 76**  
**FIRST FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
SHEET 48 OF 49

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 SHEET 47 OF 49  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**

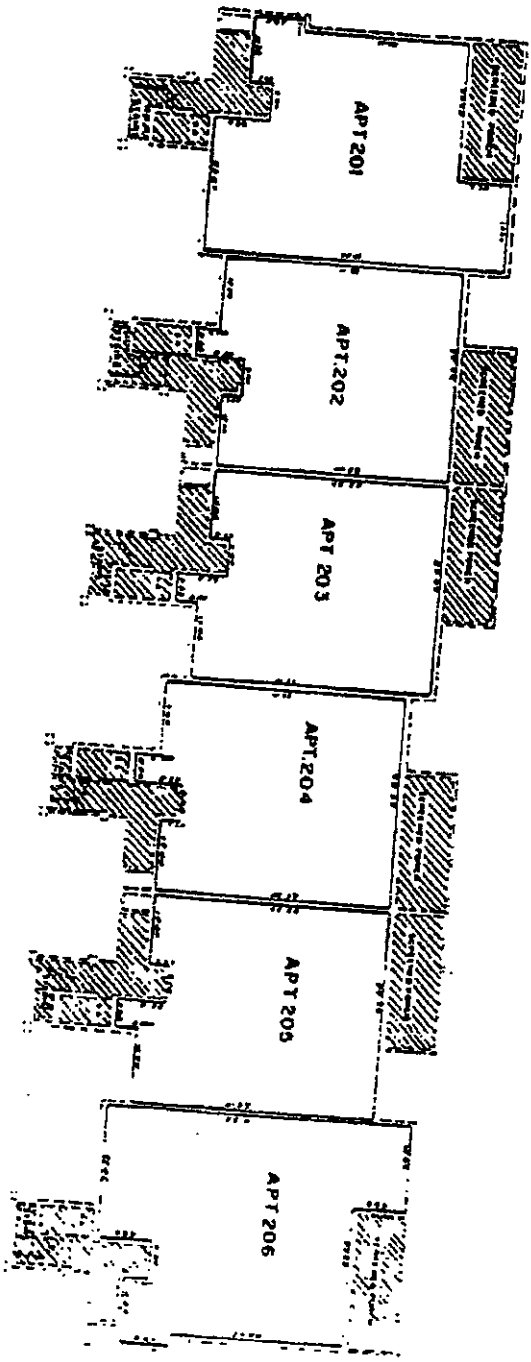
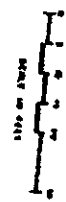


**PLOT PLAN**

**BUILDING NO. 76**

ASPEN GLEN CONDOMINIUM  
 PREPARED BY: J. L. SUTHERLAND & ASSOCIATES, INC.  
 SHEET 47 OF 49

SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF NEIGHBORHOODS  
 SHEET 48 OF 48  
**EXHIBIT "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**ASPEN GLEN CONDOMINIUM**



**LEGEND**  
 [Symbol] APARTMENT UNIT  
 [Symbol] COMMON AREA

NOTES:  
 1. SEE EXHIBIT "A" FOR THE DECLARATION OF CONDOMINIUM.  
 2. SEE EXHIBIT "C" FOR THE FLOOR PLAN OF THE FIRST FLOOR.  
 3. SEE EXHIBIT "D" FOR THE FLOOR PLAN OF THE THIRD FLOOR.  
 4. SEE EXHIBIT "E" FOR THE FLOOR PLAN OF THE FOURTH FLOOR.  
 5. SEE EXHIBIT "F" FOR THE FLOOR PLAN OF THE FIFTH FLOOR.  
 6. SEE EXHIBIT "G" FOR THE FLOOR PLAN OF THE SIXTH FLOOR.  
 7. SEE EXHIBIT "H" FOR THE FLOOR PLAN OF THE SEVENTH FLOOR.  
 8. SEE EXHIBIT "I" FOR THE FLOOR PLAN OF THE EIGHTH FLOOR.  
 9. SEE EXHIBIT "J" FOR THE FLOOR PLAN OF THE NINTH FLOOR.  
 10. SEE EXHIBIT "K" FOR THE FLOOR PLAN OF THE TENTH FLOOR.

**BUILDING NO. 76**  
**SECOND FLOOR PLAN**

ASPEN GLEN CONDOMINIUM  
 SHEET 48 OF 48

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM  
OF ASPEN GLEN CONDOMINIUM

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS,  
COMMON EXPENSES AND COMMON SURPLUS

<u>Unit Type</u>	<u>Percentage for Each Individual Unit</u>	<u>Total Number of Units</u>	<u>Total Percentage for Type Units</u>
MAPLE	.51	32	16.32
ELMWOOD	.61	64	39.04
REDWOOD	.61	8	4.88
WILLOW	.71	56	39.76
TOTALS		<u>160</u>	<u>100.00%</u>

NOTES:

1. Unit types are specifically designated on the survey and graphic description attached to this Declaration as Exhibit "B", as follows:

MAPLE: "M"  
ELMWOOD: "E"  
REDWOOD: "R"  
WILLOW: "W"

2. The following is a designation of Units by type:
- 2.1 The following are designated as MAPLE type Units:
- (a) Units 103 and 203 as contained in Buildings 61, 66, 69 and 73.
- (b) Units 104, 105, 204 and 205 as contained in Buildings 62, 64, 65, 67, 68 and 70.
- 2.2 The following are designated as ELMWOOD type Units:
- (a) Units 102 and 202 as contained in Buildings 61, 66, 69 and 73.
- (b) Units 102, 103, 202 and 203 as contained in Buildings 62, 63, 64, 65, 67, 68, 70, 71, 72 and 75.
- (c) Units 102, 103, 104, 105, 202, 203, 204 and 205 as contained in Buildings 74 and 76.
- 2.3 The following are designated as REDWOOD type Units:
- Units 104 and 204 as contained in Buildings 61, 66, 69 and 73.

2.4 The following are designated as WILLOW type Units:

- (a) Units 101 and 201 as contained in Buildings 61, 66, 69 and 73.
- (b) Units 101, 104, 201 and 204 as contained in Buildings 63, 71, 72 and 75.
- (c) Units 101, 106, 201 and 206 as contained in Buildings 62, 64, 65, 67, 68, 70, 74 and 76.

# ***INFORMATION***

◆ ***FOR*** ◆  
***ASPEN GLEN***  
@  
***INDIAN SPRING***



## ***RULES & REGULATIONS***

OWNERS ◆ RENTERS ◆ GUEST



# IMPORTANT!!!!

## ASPEN GLEN RULES AND REGULATIONS

JANUARY 1, 1999

\* AMENDED January 1, 2004

\* \* AMENDED April 22, 2005

\*\*\* AMENDED April 23, 2008

\*\*\*\* AMENDED March 9, 2009

\*\*\*\*\* AMENDED February 24, 2010

\*\*\*\*\* AMENDED March 24, 2011

\*\*\*\*\* AMENDED December 22, 2014

\*\*\*\*\* AMENDED MARCH 26, 2015

\*\*\*\*\* AMENDED JUNE 28, 2017

### REPORTING PROCEDURE

PLEASE CALL SECURITY (732-1505) FOR THE FOLLOWING:

...ALL ON-STREET PARKING VIOLATIONS  
...BREACH OF POOL SAFETY REGULATIONS

PLEASE CALL THE ASSOCIATION OFFICE (734-8005):

...FOR ALL OTHER VIOLATIONS

PLEASE CALL THE ASSOCIATION OFFICE (734-8006):

...FOR ALL ROUTINE MAINTENANCE

PLEASE CALL 911 FOR ALL HEALTH, FIRE AND POLICE EMERGENCIES

NOTE: DO NOT CALL BOARD MEMBERS CONCERNING MAINTENANCE PROBLEMS. THESE ARE HANDLED ONLY BY THE ASSOCIATION OFFICE.

ASPEN GLEN CONDOMINIUM ASSOCIATION

AMENDMENT TO RULES & REGULATIONS

The following Resolution was adopted at a Board of Directors Meeting held on February 25, 2009 and is made a part of the Rules & Regulations:

**When two Aspen Glen (only) unit owners, each having 1 four-legged pet, commence to reside in one unit only due to marriage or other arrangement, the Board shall allow each to keep his/her own pet with the result being 2 four-legged pets in that one unit. When one of the pets becomes deceased, the owners may not replace it, resulting in 1 four-legged pet in the unit.**

ASPEN GLEN CONDOMINIUM ASSOCIATION, INC.

Judy Hanson  
Witness

By:

[Signature]  
President

[Signature]  
Witness

By:

[Signature]  
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of March, 2009, by Donald McGeary and Frank Wolford, as President and Secretary, respectively, of Aspen Glen Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

(Signature)

[Signature]

Name)

HARRET ASH

(Print

Notary Public, State of Florida



ASPEN GLEN CONDOMINIUM ASSOCIATION  
AMENDMENT TO RULES & REGULATIONS

GRILLS

At the Board of Directors meeting held December 3, 2010, A Motion was made, seconded and carried regarding an amendment to the Rules and Regulations of Aspen Glen Condominium effective January 3, 2011 as follows:

No grills, or other cooking device of any kind, may be utilized upon or within the Association's common elements by any person at any time (without the prior written consent of the Association).

FILE NUM 20100482598 OR BOOK PAGE 242631728 DATE: 12/16/2010 12:31:51 Pg 1728: (1pg)  
Sharon R. Back, CLERK & COMPTROLLER

ASPEN GLEN CONDOMINIUM ASSOCIATION, INC.

Judy Hanson  
Witness Judy Hanson  
William B. Siegel  
Witness William B. Siegel

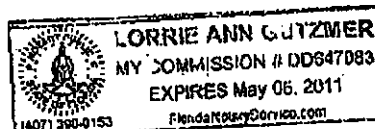
By: [Signature]  
President Donald Mitgang  
By: [Signature]  
Secretary Frank Wolfers

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2010, by Donald Mitgang and Frank Wolfers, as President and Secretary, respectively, of Aspen Glen Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature] (Signature)  
Lorrie Ann Gutzmer (Print Name)  
Notary Public, State of Florida



Aspen Glen Condominium Association, Inc.  
5995 Bannock Terrace  
Boynton Beach, FL 33437  
(561) 734-8005

March 24, 2011

Dear Unit Owner of Aspen Glen:

In a letter dated May 7, 1999 and amended by the Board of Directors on January 1, 2004, *it made note of the late fee charges in addition to any interest that may be charged, an administrative late fee of \$50.00 shall be charged a Unit Owner for each delinquent monthly maintenance payment.* This has been reversed at the February 24, 2010 Board of Directors meeting, where the Board unanimously approved the \$25.00 charge per each delinquent.

If you have any questions, please call the Association Office at (561) 734-8005.

Thank you.

Your Board of Directors  
ASPEN GLEN CONDOMINIUM ASSOCIATION, INC.



ASPEN GLEN CONDOMINIUM ASSOCIATION

AMENDMENT TO RULES & REGULATIONS

NO SMOKING AT THE POOL

At the Board of Directors meeting held March 24, 2011, A Motion was made, seconded and carried regarding an amendment to the Rules and Regulations of Aspen Glen Condominium effective March 24, 2011 as follows:

Smoking is not permitted within the confines of the pool area.

FILE NUM 20110108927 OR BOOK PAGE 244350877 DATE: 03/31/2011 11:50:07 Pg 0877: (1pg)  
Sharon R. Beck, CLERK & COMPTROLLER

ASPEN GLEN CONDOMINIUM ASSOCIATION, INC.

Miriam B. Siegel  
Witness MIRIAM B. SIEGEL

By:

Donald Mitgang  
President Donald Mitgang

Judy Hanson  
Witness Judy Hanson

By:

Robert Friedman  
Secretary Robert Friedman

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2011, by Donald Mitgang and Robert Friedman as President and Secretary, respectively, of Aspen Glen Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Harriet Ash (Signature)

Harriet Ash (Print Name)

Notary Public, State of Florida

Return to: J.C. Hanson  
Association Office  
5995 Bannock Terrace  
Boynton Beach, FL 33437

NOTARY PUBLIC-STATE OF FLORIDA  
Harriet Ash  
Commission # DD704063  
Expires: AUG. 12, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.



RETURN TO: (ADDRESS FOR ADDRESSED STAMPED ENVELOPE)

Name

Address



CFN 20150121994  
OR BK 27446 PG 0144  
RECORDED 04/06/2015 13:23:10  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pg 0144; (1pg)

ASPEN GLEN CONDOMINIUM ASSOCIATION

AMENDMENT TO RULES AND REGULATIONS

The following Resolution was adopted at the Board of Directors Meeting held on March 26, 2015 and is made a part of the Rules and Regulations

When two Aspen Glen (only) unit owners, each having 1 four-legged pet, commence to reside in one unit only due to marriage or other arrangement, the Board shall allow each to keep his/her own pet with the result being 2 four-legged pets in that one unit. When one of the pets becomes deceased, the owners may not replace it, resulting in 1 four-legged pet in the unit.

ASPEN GLEN CONDOMINIUM ASSOCIATION, INC.

Judy Hanson  
Witness

By: [Signature]  
Allen Bruckheimer, President

[Signature]  
Witness

By: [Signature]  
Carol Weiner, Secretary

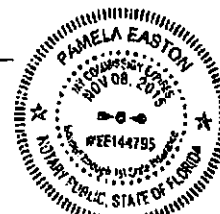
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledge before me the 27th day of March, 2015, by Allen Bruckheimer and Carol Weiner as President and Secretary, (respectively, of Aspen Glen Condominium Association, Inc. a Florida no-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath. If no type of identification is indicated, the above named persons are personally know to me.

[Signature]  
(Signature)

Pamela Easton  
(Print Name)  
Notary Public, State of Florida





ASPEN GLEN CONDOMINIUM ASSOCIATION

AMENDMENT TO RULES & REGULATIONS

REMOVE OR REPLACE EXISTING FLOORING

At the Board of Directors meeting held June 28, 2017, a Motion was made, seconded and unanimously approved regarding an amendment to the Rules and Regulations of Aspen Glen Condominium effective June 28, 2017 as follows:

~~G 10) Upstairs Unit Owners may not install tile floors without written permission from the Board of Directors. Written permission must also be given by the downstairs Unit Owner.~~

G 10A) Upstairs Unit Owners may not remove or replace existing flooring, whether it be carpet or otherwise, without written permission from the Board of Directors. (This rule supersedes Rule G 10)

ASPEN GLEN CONDOMINIUM ASSOCIATION, INC.

Jessy Hanson  
Witness

By: [Signature]  
President

Donald W. Kern  
Witness

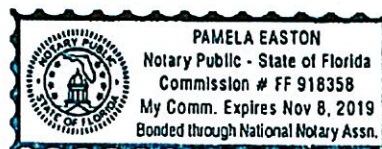
By: Alexander Hersth  
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of June, 2017, by Donald Mitgang and Alexander Hersth, as President and Secretary, respectively, of Aspen Glen Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Pamela Easton (Signature)  
Pamela Easton (Print Name)  
Notary Public, State of Florida





## **SALES AND LEASES \*\*4-22-2005**

- SL 1) Proposed sales, transfers and leases of Units to any person other than spouse must be approved by the Board of Directors.
- SL 2) Application Forms for sale or lease will be provided by the Association. Completed applications must be submitted to the Association together with a \$100.00 fee. Approval of the sale, lease or transfer shall be stated in a certificate executed by an authorized official on behalf of the Association. Sales and/or leases will require a personal interview by the Board Committee before any sale or lease may be approved.
- SL 3) No application for resale or lease will be approved unless all financial obligations of the Unit Owner to the Association have been satisfied.
- SL 4) No sale of an apartment may be approved where initially the intended use of the apartment is for a rental unit or for use other than a permanent or seasonal residence of the owners thereof. No application for a rental shall be approved if in the sole opinion of the Association such rental would have the effect of an evasion of this policy. No rental or lease may be made in the first 2 years of ownership under any circumstances other than thru operation of law.
- SL 5) House Guests. Unit Owners who have house guests during their absence must advise the Security Office of the names, relationships, and arrival and departure dates of their guests. Lessees of a Unit may not have any house guests during their absence within the term of their lease, and may not sub lease the Unit under any circumstances. The apartment shall be used for single family residence only, that no transient may be accommodated therein.
- SL 6) Persons under 18 years of age may not occupy any Unit overnight unless accompanied by an adult whose name and relationship has been specified by the Unit Owner.
- SL 7) Only one lease will be allowed per Unit during any 12-month period.
- SL 8) All of the Articles and Sections contained in the Declaration of Condominium, Articles of Incorporation and By-Laws ORB3654p.1081, and Agreements as may be amended, are to be considered a part of these Rules & Regulations.

### **PETS \* Ownership of four legged pets**

- PT 1) A Unit Owner must first obtain a written statement from a veterinarian that at a mature age the household pet will not exceed 20 pounds. The unit owner must, at that time, obtain permission from the Board of Directors to keep the animal in their unit. Only ONE such animal may be kept in a unit at one time. In cases where unit owners now have two four legged pets, when one becomes deceased, that pet may not be replaced. The pets behavior shall not create any nuisance, which shall be defined as loud noise or threatening gesture.

**PETS continued**

Unit Owners keeping pets are responsible without regard to fault, to the owners of other Units and the Association for any damage done by their pets, and shall keep them leashed and under control whenever they are not within their respective Units. All pet excrement must be promptly removed from Common Elements and Limited Common Elements by the pets' owner or designee. Unit Owners who violate these rules may be prohibited from keeping pets and fined after due notice and an opportunity to be heard before the Board of Directors.

**POOL**

- P 1) The Swimming Pool and Recreation Area and all the facilities therein are for the use and enjoyment of Unit Owners, their families and their invited guests, who will use reasonable and proper care in the activities. Unit Owners are completely responsible for their own conduct, and that of their guests. Unit Owners are responsible for any damage caused by themselves or their guests. Unit Owners will be responsible to open the pool gate and to close it after they leave.
- P 2) There are no lifeguards at the pool at any time. Use of the pool is at the user's risk.
- P 3) No infants of any age with or without diapers or swim diaper trunks of any kind are allowed in pool. A \$50.00 administrative fee will be imposed for this violation, plus all pool costs to remedy pool quality of water as necessary.
- P 4) Children under the age of 13 must be accompanied and supervised at all times by an adult in the pool area, who is fully responsible for their safety and behavior.
- P 5) If a Unit Owner or a Unit Owner's family member or guest has been feculent incontinent in the pool, the Unit Owner will be responsible for all charges necessary to bring the pool facility back up to health standards.
- P 6) Diving is not allowed in the pool. Running, rowdy behavior and other hazardous activities are forbidden in the pool area.
- P 7) \* No ball playing or throwing in and around the pool deck area.
- P 8) Pool equipment that is hazardous and/or disturbs other swimmers is not allowed in the pool.

**POOL Continued...**

- P 9) Dogs and other pets are not permitted in the pool area.
- P 10) Food and beverages in the pool area are not allowed.
- P 11) Smoking is not permitted within the confines of the pool area.
- P 12) Life preservers and other pool equipment are for emergency use only, and are not for play. Only maintenance personnel are permitted in the Equipment Room.
- P 13) Persons opening and using pool side umbrellas must close them before leaving, to prevent damage.
- P 14) Anyone using suntan oils or lotions must spread a towel or other covering on chairs and lounges to prevent spoilage of furniture.
- P 15) Radios, tape players and any other sound-producing equipment must be used in a manner that will not disturb any other persons.
- P 16) No chairs, lounges or tables may be removed from the pool area, or reserved at the pool area for later use.
- P 17) Individuals and Groups using area facilities must clean up after use and return all furniture and equipment to original position, and must assume responsibility and liability for any and all damage they may cause.
- P 18) Individuals and Groups ignoring, disobeying or otherwise not observing these rules may be denied the privilege of the use of the pool and recreation area or fined by ruling of the Association.
- P 19) \* All residents and guests must wear appropriate cover when going to and from the pool.

**APPEARANCE**

- AP 1) No additional devices for cooking, cooling, or heating, other than those furnished by the Developer, or similar in power consumption to those furnished by the developer, may be used by the Unit Owners, except with the Condominium Association's prior written consent.

APPEARANCE Continued ....

Unit Owners will take all measures necessary to contain all garbage in a manner that will not allow transmission of odors.

AP 7) Unit Owners will keep all screens and glass in the doors and windows of their Units clean. All repairs and replacements of screens and glass in the doors and windows of the Unit shall be made at the Unit Owner's expense. To assure uniformity of appearance, the Association will provide descriptions/specifications and a list of local contractors.

AP 8) Unit Owners will not paint or decorate any part of the exterior balcony, doors, or windows of their Units, or change the architectural treatment thereof, without first obtaining the Association's written approval.

AP 9) A Unit Owner may plant, at his expense, additional small shrubs or plants outside his unit upon those portions of the Common Areas which are on the side, rear or front of the unit provided the Unit Owner must first obtain written consent from the Association.

If the Association permits such additional plantings, and if such additional planting increases the Association's maintenance costs, the Unit Owner who planted such flora shall be responsible to reimburse the Association for the additional cost.

After obtaining Board permission for additional plantings, Unit Owners may, at their option and cost, shall maintain side, rear and front plantings themselves.

If the Unit Owner fails to pay additional assessments to care for approved plantings, the Association may remove such plants at its discretion.

The Association prohibits planting of trees of any kind and may restrict, prohibit or remove certain plants which it may consider horticultural problems.

AP 10) Unit Owners may not use barbecue grills, stoves or similar devices for outdoor cooking on balconies or terraces, or in other areas in units.

No grills, or other cooking device of any kind, may be utilized upon or within the Association's common elements by any person at any time (without the prior written consent of the Association).

AP 11) All chairs, lounges, furnishings, and other personal property must be removed from Common Areas when not in use.

### **APPEARANCE CONTINUED...**

- AP 12) Any burglar or theft alarm apparatus or system with an audible sounding device installed within a unit or on any personal property or automobiles belonging to a Unit Owner, shall be equipped with a cut-off device which will cause the alarm system to stop making audible noise after 10-15 minutes.
- AP 13) It is the responsibility of all Unit Owners to keep the Common Areas free of all litter, spillage and damage. Unit Owners will maintain their Unit in a clean, sanitary condition.
- AP 14) Exterior screen doors may be installed by Unit Owners provided they reasonably conform in appearance to approved screen doors currently in use. Prior written approval from the Condominium Association before installation or replacement of existing screen doors is required.

### **PARKING**

- PK 1) \* Guest parking -Designated on street parking for visitors is provided for the guests of Aspen Glen residents, and for trades and service people. Unit owners or their guests may not use guest-parking spaces for long term (20 days or more) storage of vehicle.
- PK 2) Vehicle maintenance is not permitted on the Common Elements or Limited Common Elements.

### **GENERAL**

- G 1) The Condominium Association will not be responsible for loss of property of Unit Owners through theft or otherwise.
- G 2) Personal property owned by the Condominium Association or constituting any of the Common Elements of the Condominium may not be removed from the Condominium Property, under any circumstances, by the Unit Owners.
- G 3) \* Unit owners leaving for more than 15 days must advise Security where their house and car keys can be located. Otherwise, the unit owner will incur all towing and locksmith charges.

**GENERAL CONTINUED...**

- G 4) Unit Owners will use reasonable caution to prevent clogging or stoppage of waste water lines from kitchens and bathrooms. If clogging or stoppage occurs, Unit Owners shall be responsible to clear the lines at their expense.

- G 5) Unit Owners shall immediately notify the Condominium Association in case of any damage, fire or other casualty in or about the Units.

In the event that a Unit Owner is away for an extended period of time, and has contacted with some person or company to care for their Unit, they shall advise such caretaker to inform the Association of such casualty.

- G 6) There shall be no swimming or boating on any lake or pond on the Association property, nor shall any boat or aquatic equipment of any type be place in a lake or pond except for approved water condition maintenance by the Association or contractors. Fishing from the lake shore is allowed for Unit Owners and their guests; however, Unity Owners are advised that local waters are contaminated and fish caught should be "thrown back," if alive, and not used as food. Dead fish should be placed in refuse containers for disposal.

- G 7) The Association will be responsible for all pest control on Common Areas, and for termite control within the structural elements and foundations of all buildings and exterior appurtenances. Unit Owners will be responsible for pest control services within the boundaries of their units.

- G 8) Speed Limit. The maximum speed limit for all vehicles driving upon the Condominium roads is fifteen (15) miles per hour.

- G 9) The Association retains the right to amend, rescind, add, or otherwise change these Rules and Regulations, or to promulgate, from time to time, new rules and regulations as the use and operation of the property makes necessary or proper in the exercise of the Association's judgement, as provided by the By-laws.

- G 10) Upstairs Unit Owners may not install tile floors without written permission from the Board of Directors. Written permission must also be given by the downstairs Unit Owner.

- G 11) When a Unit Owner, after due notice and a hearing before the Condominium Board, is found in violation of the Condominium Documents, By-laws or

GENERAL Continued...

Rules & Regulations. Fines may be levied against the unit owners. See G14.

G 12)

SHUTTERS

Hurricane shutters or any other type must first receive permission from the Board's architectural committee.

No shutter other than an electrically controlled one will be accepted. It cannot be closed prior than three- (3) days notice of a hurricane storm by the weather bureau and must be opened no later than three- (3) days after official notice by the weather bureau that the storm has passed.

G13)

WASTE REMOVAL

All cardboard boxes must be folded in an orderly manner before disposing of them in the dumpsters provided.

All furniture made of wood or plastic needs to be reduced to a flat disposable shape before placing it in any dumpster.

Failure to do so will result in a fine commensurate with labor costs. This is of very serious concern with your neighbors, so please respect them.

Note: Please do not place any garbage outside of the dumpster. If the dumpster is full, please use another dumpster.

G 14)

Rules and Regulations fines may be levied against that Unit as follows:

A) First Violation -Written notice of violation

Second Violation -\$ 25.00 Fine per day

Third Violation -\$ 50.00 Fine " "

Fourth Violation -\$100.00 Fine " "

Fines may be levied subsequently for each and every day until the violation is corrected.

B) Also, in addition to any interest that may be charged, an administrative late fee of \$25.00 shall be charged a Unit Owner for each delinquent monthly maintenance payment. A Unit Owner shall not be entitled to a hearing with respect to the imposition of such late fees.

