

Prepared by :  
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DECLARATION OF CONDOMINIUM  
OF

HILLCREST NO. 4

1. PREAMBLE, NAME, AND DESCRIPTION

The undersigned, hereinafter referred to as the "Owner", being the owner of fee simple title of record to those certain lands located and situate in Broward County, Florida, being hereinafter more particularly described, does hereby submit those lands and improvements thereon to condominium ownership in accordance with the provisions of Chapter 718, Florida statutes, hereinafter referred to as the "Condominium Act".

All the 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, the By-Laws of the Association, and any other legally binding documents described herein.

1.1 Name. The name by which this Condominium is to be identified is Hillcrest No. 4 Condominium, hereinafter referred to as "the Condominium" or "this Condominium".

1.2 Description. The legal description of the property which comprises the Condominium is more particularly described in Exhibit "1" attached hereto and made a part hereof. Exhibit "2" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which units are located, a plot plan thereof and of the parking areas.

## 2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 Association means Hillcrest No. 4 Condominium Association, Inc., a non-profit Florida corporation, and its successors.

2.2 Common Elements means the portions of the Condominium Property not included in the Units, other than personal property.

2.3 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes:

(a) Expenses of administration and management of the Condominium Property, and of the Association, including but not limited to compensation paid by the Association to a manager, accountant, attorney, or other employee.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or the Condominium Act.

(e) Any valid charge against the Condominium Property as a whole.

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

2.5 Condominium Act shall mean and refer to Chapter 718, Florida Statutes, as amended from time to time.

2.6 Condominium Documents shall include this Declaration of Condominium together with all exhibits attached hereto and all other documents expressly incorporated herein by reference, as the same may be amended from time to time.

2.7 Condominium Parcel is a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit.

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

2.9 General Assessment(s) shall mean and refer to Assessments levied to fund the Common Expenses of the Association as set forth in Section 8.3 of this Declaration.

2.10 Individual Assessment(s) shall mean and refer to Assessments levied against one or more Units or one or more Unit Owners for such matters as set forth in Section 8.5 of the Declaration.

2.11 Institutional Mortgagee or Institutional Lender shall be synonymous and may be used interchangeably, and shall mean any trust, savings and loan association, bank, insurance company, mortgage company, credit union, real estate investment trust, or commercial loan company, licensed to do business in the State of Florida, hold a first mortgage on any portion of the Condominium Property.

2.12 Institutional First Mortgagee shall mean and refer to an Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Unit.

2.13 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.

2.14 Owner means Hillcrest No. 4 Condominium Association, Inc., a Florida corporation, its successors and assigns, particularly including but in no way limited to successors through mortgage foreclosure or grantees of deeds given in lieu of foreclosure, unless the context otherwise requires.

2.15 Rules and Regulations shall mean and refer to the rules and regulations as may be adopted, amended, altered or rescinded by the board, from time to time.

2.16 Special Assessment(s) shall mean and refer to Assessments levied in

accordance with Section 8.4 of this Declaration.

2.17 Unit means a part of the Condominium Property which is subject to private ownership.

2.18 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.19 Utility Services shall include but not be limited to electric power, gas, water, air conditioning, garbage and sewage disposal, fire and lawn sprinkler systems, together with all other public service and convenience facilities.

### 3. EXHIBITS

Exhibits attached to this Declaration of Condominium are incorporated herein by reference and include the following:

3.1 Exhibit "1". The legal description of the land which comprises the Condominium.

3.2 Exhibit "2". A survey of the land and a graphic description of the Improvements in which units are located and a plot plan thereof which, together with the Declaration, are of sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

3.3 Exhibit "3". The percentage ownership schedule of the Common Elements and Common Surplus and share of Common Expenses.

3.4 Exhibit "4". The Articles of Incorporation of the Association.

3.5 Exhibit "5". The By-Laws of the Association.

3.6 Exhibit "6". Rules and Regulations

### 4. EASEMENTS

Easements are expressly provided for and reserved in favor of the Developer, the Association, the Unit Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. The Condominium Property shall be subject to each easement 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 require the joinder of Unit Owners, the Owner may, by its duly authorized officers, 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 Owner, 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.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or Limited Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element or Limited Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and Association Members or Members of other Condominium Associations which may be established as the project may expand, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes. In the event that said easements for ingress and egress shall be encumbered by leasehold or lien, other than those on the Condominium parcels, such leaseholds or liens shall be required to be subordinate or made subordinate to the use rights of any Condominium Unit Owner or Owners whose Condominium parcel is not also encumbered by said lien or leasehold, or in the alternative, an appropriate non-disturbance agreement may be executed and recorded providing at least in part that the use rights shall not be terminated with respect to any Unit Owner or Owners who in the case of the leasehold have not been evicted for reason of their default under the lease and in the case of a mortgage whose Units have not been foreclosed for default. In addition, further easements shall exist for ingress and egress over such streets, walks and other rights of way serving the Units as shall be necessary to provide for reasonable access to the public ways.

4.4 Association Easement. For the purpose of performing its duties pursuant to the Condominium Documents, the Association and its duly authorized representatives, is

hereby granted an easement for ingress and egress over the Condominium Property for the purpose of enabling the Association to exercise its powers and duties.

4.5 Public Service Easements. The Condominium Property and any Recreational Area shall be subject to easements to provide for governmental services, including, but not limited to, fire, police, mail, health, sanitation, emergency services, and other public service personnel for the purpose of performing their appropriate functions, including reasonable rights of access for persons and equipment necessary for such purposes.

4.6 Additional Easements. The Board, on behalf of the Association, shall have the right to grant such additional easements affecting any portion of the Common Elements as the Association shall deem necessary or desirable for the proper operations and maintenance of the Condominium Property, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration. Such easements shall not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Board has the authority, without the joinder of any Unit Owners, to grant, modify, or move any easement, subject to the provisions of the easement and the rights of the beneficiary thereof, if the easement constitutes part of, or crosses, the Common Elements.

4.7 Non-Interference with Easement Rights. No Unit Owner shall place any improvements, material, or obstacle in or over any easement area which would unreasonably interfere with the rights of the owner of the easement. Any such improvement, material, or obstacle shall be promptly removed by the Unit Owner at the Unit Owner's sole expense when requested by the owner of the easement or the Association notwithstanding any lapse of time since such improvement, material, or other obstacle was placed in or over the easement area. In the event a Unit Owner fails to remove such improvement, material, or obstacle, then the Association may remove same and the expense of such removal shall be an Individual Assessment against the Unit and collectible in the same fashion as any other Assessment as provided in this Declaration.

## 5. UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(a) Upper Boundaries. As to each level of the Unit, the upper boundary shall be the imaginary horizontal plane through the highest point of the interior unfinished surface of the concrete ceiling of the Unit.

(b) Lower Boundaries. As to each level of the Unit, the lower boundary shall be the imaginary horizontal plane through the lowest point of the upper surface of the undecorated concrete floor of the Unit.

5.2 Perimeter Boundaries. The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls. The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit.

(b) Interior Building Walls. The vertical planes of the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimetrical boundaries.

5.3 Additional Inclusions. Additional inclusions of the Unit shall consist of all built-in appliance, fixtures, all doors, all windows and screens, interior walls and partitions, drywall and/or other facing material on the perimeter walls and ceilings thereof, the inner decorated and/or finished surfaces of the floors, (including all flooring tile, ceramic tile, finishing flooring, carpeting and padding) and all other improvements located within a Unit described which are exclusive to such Unit.

5.4 Exclusions. The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained, nor shall it include columns or partitions contributing to support of the building. The items here identified are part of the Common Elements.

## 6. APPURTENANCES TO UNITS.

6.1 Undivided Interests. Each Unit Owner shall own an individual share and certain interest in the Condominium Property, of which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and Common Elements being as designated and set forth in Exhibit "3" attached hereto and made a part hereof.

### 6.2 Limited Common Elements

(a) Automobile Parking Space. The exclusive right to use one parking space shall be assigned to each Unit by the Condominium Association. The right to the exclusive use of any parking space assigned to the Owner shall pass as an appurtenance to the Unit when the unit is transferred. An assignment shall be given by the Association which shall be a separate document and not part of the deed and not recorded. The owner upon a transfer may assign the space likewise with a separate assignment document. Notwithstanding any

association or owner assignment, the Association may change space assigned to a unit when in the opinion of the board the condominium and all owners would best be served.

(b) Patios, Balconies, or Courtyards. The patio or balcony immediately adjacent to each Unit and the courtyard adjacent to each of the ground floor Units is a Limited Common Element. The right to the exclusive use of each patio or balcony is reserved for the Unit to which each patio or balcony is immediately adjacent as shown in Exhibit "2". The right to the exclusive use of any patio or balcony shall constitute an inseparable appurtenance to the Unit and may not be transferred or assigned except in connection with the conveyance of a Unit at which time the use of the patio or balcony shall pass as an appurtenance to the Unit. The interior portion of each patio (that portion not plainly visible from the exterior of the building) and the interior balcony area shall be maintained by each Unit Owner at his expense and the exterior portion of each patio or balcony shall be maintained by the Association as a Common Expense of all Unit Owners. The routine maintenance of each courtyard shall be by the Association at the expense of the Owner of the Unit to which the patio or balcony is immediately adjacent.

## 7. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

### 7.1 Units

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(i) All Common Elements and Limited Common Elements except as provided in this Declaration of Condominium.

(ii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Unit that service part or parts of the Condominium Property other than the Unit within which contained.

(iii) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) (i) and (ii) above.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:



(i) To maintain, repair and replace at his expense all portions of his Unit except the portion to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners. All replacement materials shall be of like appearance, material, and quality as originally designed and built.

(ii) To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association.

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

7.2 Association's Access to Units. The Association has the irrevocable right to access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

7.3 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, including those the use of which has been assigned as an appurtenance to a Unit. Damage due to the negligence of a Unit Owner shall be repaired by the Association at the expense of the negligent Unit Owner.

7.4 Alteration and Improvement. There shall be no alteration or further improvements on the Condominium Property without the prior approval, in writing, by record owners of seventy-five percent (75%) of all Unit Owners and Institutional Mortgagees in this Condominium, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent.

## 8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses based upon the Unit's percentage of ownership of the Common Elements as set forth in Exhibit "3" attached hereto and made a part hereof. Financial liability for the maintenance and repair of the paved areas of the Common Elements.

Each Unit Owner, regardless of how title is acquired, shall be liable for such Unit Owner's share of the Common Expenses, and shall share in the Common Surplus, such share being the same as the undivided interest in the Common Elements as set forth in

Exhibit "2" hereto. Subject to the Condominium Act, a Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments that became due up to the time of conveyance, without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner the amounts paid by the Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements by the abandonment of the Unit for which the Assessments are made or otherwise. The Association, through the Board, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses and such other Assessments as are specifically provided for in this Declaration. The Association's annual budget for Common Expenses shall be adopted in accordance with the By-Laws. All Assessments paid by the Unit Owners for the maintenance and operation of the Condominium Property and the Association Property shall be utilized by the Association for the purpose of said Assessments.

In addition to all other costs and expenses incurred by the Association hereunder or lawfully imposed by the Association, the following costs and expenses of the Association are hereby declared to be Common Expenses which the Association is obligated to assess and collect, and which the Unit Owners are obligated to pay as provided herein: (i) all taxes, assessments, and tax liens which may be assessed or levied at any and all times against the Common Elements, against any and all Association Property, or against any Units acquired by the Association; (ii) all charges levied for utility services for the Common Elements and the Recreational Area or to the Unit on a bulk basis (if any), such as water, gas, electricity, telephone, cable television, internet, sanitation, sewer, and any other type of service charge which is not separately billed to a Unit Owner; (iii) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Elements and the Association Property, fidelity bonding or insurance, and directors and officers liability insurance for the officers and directors of the Association; (iv) all fees and costs necessary for the ownership, maintenance, repair, and replacement of the Common Elements and the Association Property; (v) all administrative and operational expenses; (vi) all fees and costs for owning, operating, maintaining, repairing, and replacing any surface water or storm water management system; (vii) any unpaid Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (viii) reserves for capital expenditures and deferred maintenance as required by the Condominium Act or otherwise established by the Association; and (ix) all expenses deemed to be Common Expenses by the Association and/or under the Condominium Documents.

8.2 Assessments. The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association, subject to the following provisions:

(a) Interest: Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due shall not

bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. All payments on accounts shall be first applied to interest and then to the assessment payment first due.

(b) Lien For Assessments. The Association shall have a lien against each Unit for any unpaid assessments and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien in the Public Records of Broward County stating the legal description of the Unit, the name of the record owner, the amount claimed to be due and the due dates. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense. All such liens shall be subordinate to any institutional mortgage recorded prior to the date of the recording of the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may bid on the Condominium Parcel at foreclosure sale 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. The Association may also sue to recover a money judgment for unpaid assessments, without thereby waiving any claim of lien, or may settle and compromise the claim of lien as it deems in its best interests. In the event an Institutional Mortgagee, as holder of a first mortgage of record, shall obtain title to a Unit as a result of the foreclosure of such mortgage, or in the event such Institutional Mortgagee shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such Institutional Mortgagee shall not be liable for that share of the Common Expenses or assessments chargeable to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such Institutional Mortgagee except as allowed by law and any such unpaid share of Common Expenses, or assessments, chargeable against any such foreclosed Unit, or against any Unit transferred in lieu of foreclosure, shall be deemed a Common Expense to be paid in the same manner as other Common Expenses of the Condominium by all of the Unit Owners.

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. The Association shall have the right to assign its claim for any unpaid assessments and

the lien securing said claim to any Unit Owner, group of Unit Owners or any third party. Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Condominium Act.

(c) Payment of Assessments. No Unit Owner may withhold payment of monthly assessments or special assessments or any part thereof because of any dispute which may exist among Unit Owners, the Association, or the Directors, or any of them, but rather each Unit Owner shall pay all assessments pending resolution of any dispute. 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.

8.3 General Assessments. The General Assessments levied by the Association shall be used for the Common Expenses. General Assessments shall be made for the fiscal year annually in accordance with the By-Laws. General Assessments shall be payable in advance in monthly or quarterly installments on the first (1<sup>st</sup>) day of each month or quarterly period of the fiscal year for which the General Assessments are made as designated by the Board. If the General Assessment is not made as required, the General Assessment shall be presumed to have been made in the amount of the last prior General Assessment and installments of such General Assessment shall be due upon each installment payment due until changed by an amended General Assessment. In the event the General Assessments prove to be insufficient, the General Assessments may be amended at any time by the Board. The unpaid General Assessment for the remaining portion of the fiscal year for which the amended General Assessment is made shall be paid in equal installments divided among the number of General Assessments remaining due within the fiscal year. General Assessments shall be subject to all of the applicable provisions of this Article VI including, without limitation, interest charges, administrative late fees, and lien filing and foreclosure procedures.

8.4 Special Assessments. The Board may levy Special Assessments, from time to time, against one or more Units or one of more Unit Owners to the exclusion of other Units and Unit Owners for any of the following purposes; (i) for extraordinary items of expense incurred or to be incurred by the Association such as, but not limited to, emergencies; (ii) in the event of a deficit in the Association's operating account(s) resulting from inadequate payment of General Assessments; (iii) cost of reconstruction, replacement, or improvement of any part of the Condominium Property or the Association Property; (iv) any casualty loss affecting the Association or the Common Elements or the Association Property, or any portion thereof or improvements thereon, to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; (v) any judgment against the Association or amount of settlement to the extent such judgment or settlement exceeds the insurance proceeds, if any, received by the Association as a result of such judgment or such settlement agreement; (vi) attorneys' fees, costs, and expenses (including appeals, if any) incurred by the Association in connection with litigation (whether incurred for the preparation, filing,

prosecution, settlement thereof, or otherwise), except those attorneys' fees, costs, and expenses incurred by the Association in connection with the collection of Assessments or as may be the subject of an Individual Assessment; and (vii) for such other reason or basis determined by the Board which is not inconsistent with the terms of this Declaration or the Condominium Act. Special Assessments levied hereunder shall be due within the time specified and in the amount specified by the Board in the action levying such Special Assessment. Special Assessments shall be subject to all of the applicable provisions of the Article VI including, without limitation, interest charges, administrative late fees, and lien filing and foreclosure procedures.

8.5 Individual Assessments. The Board may levy Individual Assessments, from time to time, against one or more Units or one or more Unit Owners to the exclusion of other Units and Unit Owners for any of the following purposes (i) the repair or replacement of damage to the Common Elements or the Association Property caused by the misuse, negligence, or other action or inaction of a Unit Owner, resident, tenant, guest, or invitee; (ii) charges for costs and expenses of the Association which are not Common Expenses but which are attributable to a specific Unit or Units and which are designated as a special charge, including but not limited to attorneys' fees, costs, and expenses (including appeals, if any) attributable to a specific Unit or Units; and (iii) other fines, expenses, and charges incurred against particular Units and/or Unit Owners to the exclusion of others as may be contemplated in the Condominium Documents. Individual Assessments levied hereunder shall be due within the time specified and in the amount specified by the Board in the action levying such Individual Assessment. Individual Assessments shall be subject to all of the applicable provisions of this Article VII including, without limitation, interest charges, administrative late fees, and lien filing and foreclosure procedures.

8.6 Collection of Assessments. Assessments that are unpaid for over five (5) days after the due date shall be deemed delinquent. As to delinquent Assessments, the Board shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

8.6.1 Charge interest at the rate of eighteen percent (18%) per annum, or at the highest rate permitted by law, from due date until paid.

8.6.2 Charge an administrative late fee in an amount not to exceed the greater of twenty five dollars (\$25.00) or five percent (5%) of each delinquent installment or in the highest amount permitted by law.

8.6.3 Accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and then the unpaid balance of the Assessment shall come due upon the date in the notice.

8.6.4 Suspend the rights of the Unit Owner in default to use the Common Elements and the Recreational Area and/or to vote on any matter on which Unit Owners have the right to vote in accordance with Article XII of this Declaration.

8.6.5 Collect any monetary obligation due to the Association from the rents paid by any tenant occupying the Unit if the Owner has leased the Unit in accordance with the Condominium Act.

8.6.6 File an action at law to collect Assessments, interest, administrative late fees, and all costs of collection thereof, including, but not limited to, attorneys' fees, costs, and expenses (including appeals, if any), without waiving any lien rights or rights of foreclosure of the Association.

8.6.7 Record a claim of lien against the Condominium Parcel and file an action to foreclose its lien at any time after the effective date thereof in the name of the Association and in like manner as a foreclosure of a mortgage on real property. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel, and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or occupant.

8.7 Lien for Assessments. The Association shall have a continuing lien on each Condominium Parcel for Assessments, together with interest thereon, administrative late fees, and costs of collection, including, without limitation, attorneys' fees, costs, and expenses (including appeals, if any), and all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, against the Unit Owner of such Condominium Parcel together with a lien on all tangible personal property located within the Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. The lien as set forth in this Section 8.8 shall relate back to the date of recording of the Original Declaration.

8.8. Application of Payments. Any payments received by the Association from a Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any attorneys' fees, costs, and expenses incurred in collection, and then to the delinquent Assessments and any accelerated Assessments. The foregoing shall be applicable notwithstanding any purported accord and satisfaction or any restrictive endorsement, designation, or instruction places on or accompanying a payment.

8.9 First Mortgagee Liability for Assessments. The lien of the Assessments provided for in this Article VI shall be subordinate to the lien of a first mortgagee recorded prior to recordation by the Association of a claim of lien for unpaid Assessments hereunder. A first mortgagee in possession, a receiver, a purchaser at a foreclosure and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or deed in lieu of foreclosure.

8.9.1 First Mortgages Recorded Prior to this Declaration. Where the mortgagee of an Institutional First Mortgage of record, or other purchaser of a Unit obtains title to a Condominium Parcel as a result of foreclosure of the institutional first mortgage, or when an Institutional First Mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessment by the Association pertaining to such Condominium Parcel, or chargeable to the former Unit Owner of such Condominium Parcel, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of Common Expenses of Assessments, shall be deemed to be Common Expenses collectable from all of the Unit Owners, including such Institutional First Mortgagee, its successors and assigns.

8.9.2 First Mortgages Recorded After this Declaration. Any first mortgagee, or its successor or assignee, who acquires title to a Unit as the result of a foreclosure, or by a deed in lieu of foreclosure, in which the Association was joined as a defendant, shall be liable for all past due Assessments and all other unpaid sums due and payable that are attributed to the unit in such amounts as provided for in the Condominium Act. Any unpaid Assessment which constitutes a lien against any Condominium Parcel, but which is subordinate to first mortgages by reason of the provisions of this Section 8.9.2 shall be deemed to be a Common Expense collectible from all of the Unit Owners, including, without limitation, the first mortgagee, and thus, such unpaid Assessment shall be divided equally among and payable by all Unit Owners whose Unit is subject to Assessment by the Association, and a lien against all Units subject to Assessment by the Association, including the Units as to which the foreclosure (or deed in lieu of foreclosure) took place.

8.10 Occupancy after Satisfaction. Any person who acquires an interest in a Unit, including, without limitation, an Institutional First Mortgagee, its successors and assigns, which acquires an interest in a Unit through foreclosure of its Institutional First Mortgage or record (or deed in lieu thereof) as specifically provided in Section 8.9.1 above, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements or the Recreational Area, until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid, unless contrary to prevailing law.

8.11 Assignment. The Association, acting through the Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to any Unit Owner, group of Unit Owners, or to any third party.

8.12. Escrow Account for Insurance and Certain Taxes. There shall be established and maintained in a local, national or state bank, or federal or state savings and loan association, two (2) interest bearing savings deposit accounts, in order to accumulate sufficient moneys for the following purposes: (i) to pay all insurance premiums for insurance on the Condominium Property obtained and purchased by the Association, pursuant to Article VIII of the Declaration; and (ii) to pay all real or personal taxes assessed by the taxing authorities aforescribed, for the property owned by the Association, or taxes which the Association is required to pay as part of the common Expenses but which taxes are not included in the taxes assessed by the taxing authorities against individual Condominium Parcels. On or before the thirtieth (30<sup>th</sup>) day of each month the Association's Treasurer shall cause two (2) checks to be issued and drawn on the Association's bank account; each check being equal respectively to one-twelfth (1/12<sup>th</sup>) of the estimated yearly amounts as to items (i) and (ii) above. Said checks shall be immediately deposited into the appropriate savings deposit account. These accounts shall be maintained in the state or national bank or state or federal savings and loan association owning and holding the first recorded mortgage encumbering a Unit and upon the aforesaid Mortgagee's no longer holding and owning a mortgage on a Unit, then these accounts shall be maintained in the bank or savings and loan association having the highest dollar amount of indebtedness of Institutional First Mortgages owing against the Units. Where said Institutional First Mortgagee is not a state or national bank or state or federal savings and loan association, said account shall be maintained in one of the foregoing as selected by said Institutional First Mortgagee. These accounts shall have the right of withdrawal restricted to a joint request by the Board and the Institutional First Mortgagee and thereafter, the institution having the highest dollar amount of indebtedness on Units.

8.12.1 If for any reason the Association does not pay the real property taxes assessed as to item (ii) above within sixty (60) days after these taxes are permitted by law to be paid, then the institution having the right of withdrawal as aforescribed, shall have undisputed right to withdraw, without the written consent of the Board, such sums of money as are necessary to pay item (ii). Similarly, in the event the annual premium as to item (i) above is not paid on or before its due date, said institution having the right of withdrawal as aforescribed, shall have the right, without the necessity of securing the written consent of the Board, to withdraw such sums of money as are necessary to pay the then due premiums.

8.12.2 Should a Unit Owner fail to pay that portion of the monthly assessment relating to items (i) and (ii) above within thirty (30) days from its due



date, the Association shall have the right, but it is not required, to advance the necessary funds, so as to deposit the required monthly sum into the savings deposit account.

8.12.3 The Association shall have a lien for all sums so advanced, together with interest thereon. It shall also have the right to assign its lien to any Unit Owner or group of Unit Owners or to any third party. In the event the Association does not advance funds as aforesaid, the holder of an Institutional First Mortgage on the delinquent Unit or the institution having the right of withdrawal as aforesaid, or the institution having the highest dollar indebtedness on Units may advance the necessary funds into the savings deposit accounts to make up the deficiency. Said institution shall have a lien for all sums so advanced and may bring suit to foreclose the interest of the delinquent Unit Owner in the Unit Owner's Unit. The Unit Owners consent to the establishment of such a lien as a result of these advances in favor of the institution(s), as aforescribed. However, no such foreclosure action may be brought by said institution or individual or group of individuals where the Association advances the necessary funds and assigns its lien, until the delinquent Unit Owner has received not less than ten (10) days written notice in this regard.

8.13 Ad Valorem Taxes. The Unit Owners shall return their Condominium Parcel for the purpose of Ad Valorem taxes with the tax assessor of Broward County, Florida, or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuations herein prescribed, each Unit owner to pay such Ad Valorem taxes and special assessments as are separately assessed against the Condominium Parcel. For the purposes of Ad Valorem taxation, the interest of a Unit Owner in the Unit Owner's Unit and in the Common Elements shall be considered as a Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals one hundred percent (100%) of the value of all of the land and improvements thereon.

## 9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner in the funds and assets

held by the Association and the Unit Owner's share in surpluses shall be in the same proportion as the liability of each Owner for Common Expenses which shall be based upon the Owner's percentage of ownership of the Common Elements. Each member shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached hereto as Exhibit "4" and by reference made a part hereof.

9.3 By-Laws. A copy of the By-Laws of the Association is attached hereto as Exhibit "5" and by reference made a part hereof.

9.4 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

## 10. INSURANCE

The insurance other than title insurance and builder's risk insurance, if any, that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be purchased by the Association individually and as agent for the Unit Owners without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the Insurance Trustee. The Institutional Mortgagee holding the greatest dollar amount of mortgages upon the Condominium Property shall be entitled to receive not less than ten (10) days written notice in advance of cancellation or termination of any insurance purchased by the Association.

10.2 Property of Unit Owner. Unit Owners should obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

### 10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium

Property shall be insured by the Association in an amount equal to One Hundred Percent (100%) of the replacement cost value, with an "agreed amount endorsement", which policy shall exclude foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. All such coverage including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Such approval shall be conclusively deemed given if such Institutional Mortgagee fails to notify the Association otherwise within ten (10) days of being notified by the Association of the proposed coverage amount and insurance company. Coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, generally known as All Risks Physical Damage Insurance; and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief and flood insurance.

(b) Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverages, known as Employers Automobile Non-Ownership Liability Insurance, and with cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner as an individual.

(c) Association. Fidelity Insurance Coverage shall be carried in the name of the Association.

(d) Other. Such other insurance may be carried, as the Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, which shall be a commercial bank with trust powers, authorized to do business in Florida, as may be designated as

Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. Such approval shall be conclusively deemed given if such Institutional Mortgagee fails to notify the Association otherwise within ten (10) days of being notified by the Association of the proposed coverage amount and insurance company. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purpose stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account damage to Common Elements and Limited Common Elements shall be held in undivided shares for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to each Unit.

(b) Units. Proceeds on account of damage to Units, when the building is not to be restored, shall be held in undivided shares for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

(c) Mortgages. In the event a mortgagee endorsement has been issued, any share for the 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 any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(i) Its mortgage is not in good standing and is in default.

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

(d) Insurance Trustee. An Insurance Trustee shall be appointed when there exists major damage as defined in paragraph 11.6(b)(2) herein.

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

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

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

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

(d) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

## 11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Units.

(i) Minor Damage. If the damage is to Units and if the Units to which thirty percent (30%) of the Common Elements are appurtenant, as set forth in Exhibit "3", are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(ii) Major Damage. If the damage is to Units and if the Units to which less than thirty percent (30%) of the Common Elements are appurtenant, as set forth in Exhibit "3", are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within sixty (60) days after the casualty, the Owners of eighty percent (80%) of the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association and by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged Units, together with the approval of the Institutional Mortgagees holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit Owner, as set forth in Section 7, then the Owner shall be responsible for the timely reconstruction and repair after casualty.

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

11.5 Assessments. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional First Mortgagees are not sufficient to cover costs thereof, so that a Special Assessment will be required, then if a majority of the total votes of the members of the Association vote against such Special Assessment and to abandon the

condominium project, then it shall be so abandoned and the property removed from the provision of the law in accordance with the Condominium Act. In the event a majority of the total votes of the members of the Association vote in favor of the Special Assessment, the Association shall immediately levy such Special Assessment and thereupon the Association shall proceed to negotiate and contract for such repairs. The Special Assessment funds shall be added by the Association to the proceeds available for the repair and restoration of the Condominium Property. To the extent that any insurance proceeds are paid over to such mortgagee and in the event it is determined not to abandon the condominium project and to vote such Special Assessment, the Unit Owner shall be obliged to replenish the funds so paid over to the Unit Owner's mortgagee, and said Unit Owner and the Unit Owner's Unit shall be subject to Individual Assessment for such sum.

11.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or 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:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$20,000.00, then 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 them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of 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:

(i) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$20,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request by a mortgagee that 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 provided for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs

of reconstruction and repair that are the responsibility of the Association is more than \$20,000.00, then the construction fund shall be applied by the Insurance Trustee to the payment of such cost, and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. The Insurance Trustee shall make payments upon the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than 15 days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work against the Common Elements for any individual Unit; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(iii) 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 the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(iv) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a



disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be made payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds 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.

## 12. HOUSING FOR OLDER PERSONS

12.1 OCCUPANCY. Pursuant to the "Fair Housing Act", as set out in Title VIII of the Civil Rights Act of 1968, as amended from time to time, and Chapter 760, Florida Statutes, as amended from time to time, the Association may prohibit occupancy of a Unit by families with children if: (i) at least eighty percent (80%) of the Units are occupied by at least one (1) person fifty-five (55) years of age or older per Unit, and (ii) the Association has published and adheres to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older (collectively, the "Requirements"). For so long as such provisions of the Fair Housing Act are in effect, the Association intends that the Condominium will be a community which falls within this exemption to the Fair Housing Act (the "Exemption") and may therefore prohibit families with minor children from residing in the Condominium. Therefore, except as hereinafter provided, (i) at least one occupant in each Unit must be at least fifty-five (55) years of age or older, and (ii) the Association hereby publishes and agrees to adhere to the policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

12.2 Board Responsibility. The Board, upon application by a Unit Owner to sell, or otherwise transfer a Unit, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, from time to time, which criteria shall include, without limitation, the following: (i) a Unit Owner who obtained title to a Unit by inheritance or devise; (ii) occupancy is by member of the single family economic household of an occupant who died as a resident of the Unit; (iii) information then known to the Board concerning potential or pending changes in occupancy of other Units and the ages of any likely remaining occupants of such Units; (iv) proximity to age fifty-five (55) of those occupants of other Units then under such age; and (v) any other information known to

and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of Units becoming occupied only by persons under the age of fifty-five (55). If the Board is unable to grant exemption based upon such criteria because to do so would result in less than eighty percent (80%) of the Units having no resident fifty-five (55) years of age or older, then applications or exemptions shall be given priority in the following order: (i) a member of the single family economic household occupying the Unit; and (ii) all others by the date of death of the occupant who died as a resident of the Unit. However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements, including, but not limited to, insuring that not more than twenty percent (20%) of the Units are occupied only by individuals under the age of fifty-five (55). The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements. The Board shall also be responsible for complying with the provisions of Section 760.29(e), Florida Statutes, regarding registration with the Florida Commission on Human Relations and submitting a letter to said commission regarding compliance with Section 760.29, Florida Statutes, as amended.

12.3 Unit Owner Responsibility. Without limitation, no Unit Owner may lease or sell a Unit unless at least (1) of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Unit Owner shall submit an age verification form to the Association prior to the effective date of such occupancy which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Section 12.3 above, but not if more than twenty percent (20%) of the Units will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Unit (e.g. a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Unit Owner must immediately notify the Association of said change in writing.

12.4 Children. As long as the Association falls within the Exemption, no children seventeen (17) years of age or younger shall be permitted to reside in any Unit, except that children may be permitted to visit and temporarily reside for a period not to exceed a combined total of twenty-one (21) days in any calendar year.

12.5 Limitation of Liability. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of the Association that the Condominium falls within the Exemption, if in the event for any reason it is determined that the Condominium does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children, the Association shall not have any liability in connection therewith.

### 13. USE AND OCCUPANCY RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following

provisions as long as the Condominium exists upon the land:

13.1 Units. Each of the Units shall be occupied only as a single family private dwelling.

13.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

13.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property. Bicycles shall not be stored or parked on the Condominium Property except in such areas as may specifically be designated for such purpose by the Association.

13.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

Guests: Unit Owners shall be fully responsible for the activities and actions of their occupants, guest, visitors, licensees, and invitees and shall take all action necessary or required to ensure that all such persons fully comply with the provisions of the Condominium Documents. Guest shall be those individuals who are not Unit Owners or tenants and occupy a Unit for a period of less than twenty-eight (28) days cumulatively in a calendar year. Guests residing in a Unit for a period greater than twenty-eight (28) days cumulatively in a calendar year shall be deemed holdover occupants of said Unit and therefore, prior to the expiration of such initial twenty-eight (28) cumulative day period when such person was considered a guest, must meet the requirements of Article VII of this Declaration. Any holdover occupants failing to meet such requirements shall be deemed, without limitation, trespassing and must immediately vacate the premises.

13.5 Leasing, Renting or Loaning the Units. All of the provisions of this Declaration, and the By-Laws and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the

tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether or written, and whether specifically expressed in such agreement or not.

13.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units.

13.7 Prohibited Vehicles. No trailers, camper type vehicles or commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces specifically provided for that purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents.

13.8 Antennas. No antennas of any type designed to serve a Unit or Units shall be allowed on the Common Elements or Limited Common Elements, except as provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

13.9 Pets. No animals or pets of any kind or nature shall be kept or harbored in the Condominium unless the same in each instance is expressly permitted in writing by the Board of Directors and such consent may be revoked by the Board for good cause

13.10 Regulations. Reasonable Rules and Regulations governing the administrative details of the operation and the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. One copy of such Rules and Regulations and amendments shall be furnished by the Association, free of charge, to each Unit Owner in the Condominium.

13.11 Exterior Appearance. No Unit Owner shall decorate or alter any part of his Unit or the building so as to affect the appearance of the building from the exterior without the prior written approval of the Board of Directors of the Association. Such decoration or alteration shall include, but not be limited to, painting, illumination of the exterior of the building, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies and window shades, and hurricane shutters.

#### 14. SALE, RENTAL, LEASE OR TRANSFER

The Association shall have the option to purchase or lease any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person.

14.1 Notice of Sale, Rental, Lease or Transfer. Prior to the sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation or Personal Revocable Trust, the Unit Owner shall notify the Board of Directors 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. Failure to do so 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.

14.2 Approval by Association. Within twentyone (21) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board of Directors 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 twentyone (21) 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 Broward County, Florida, by and at the expense of the purchaser, lessee or transferee and if there be 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 not to exceed \$150.00.

(a) Personal Interview. The Board, in its sole discretion, may personally interview any intended purchaser(s), tenant(s), occupant(s), or transferee(s) at a date, time, and place agreeable by the Board and such intended purchaser(s), tenant(s), occupant(s), or transferee(s), or may personally interview any intended purchaser(s), tenant(s), occupant(s), or transferee(s) via telephone, videophone, or other real-time communication method.

(b) Security Deposit. The Association shall have the right to require a security deposit as a condition for approving a lease. If a security deposit is required by the Association, such requirement shall be equally applicable to all applications for lease approval. Such security deposit shall be a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Condominium Property and the Association Property resulting from acts or omissions of tenant(s) or occupant(s) (as determined in the sole discretion of the Board). Payment of interest, claims against the security deposit, refunds and disputes regarding the disposition of the security deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes, as amended from time to time.

(c) Grounds for Disapproval. Intended purchaser(s), tenant(s), occupant(s), or transferee(s) found to have any of the following may be denied;

(i) a record of financial irresponsibility, including by way of example and not limitation, a prior or current bankruptcy, foreclosure, or bad debt, or the intended purchaser(s), tenant(s), occupant(s), or transferee(s) do not appear to have adequate financial resources available to meet their obligations to the Association;

(ii) a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty;

(iii) a history of being a “bad tenant”, including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association or of the Association;

(iv) a false statement, false information, or false document provided in, with, or for the purposes of the application for sale, lease, or other transfer.

14.4 Lease. The leasing of units is not permitted.

14.5 Exceptions. The foregoing provisions of this section entitled “Sale, Rental, Lease or Transfer” shall not apply to a transfer or purchase by an Institutional Lender that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Lender that so acquires its title. The Association shall not be obligated to provide an approved purchaser nor purchase the Unit if the prospective purchaser fails to meet the basic requirements for ownership and use as set forth within the Condominium Documents.

14.6 Notice of Lien or Suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Unit Owner shall give notice in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

## 15. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase a Unit or Units subject to the following provisions:

15.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its membership except as hereinafter expressly provided.

15.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five or more Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote. A Unit Owner whose Unit is subject to matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

## 16. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Rules and Regulations adopted pursuant to these documents, and as they may be amended from time to time. Failure of a Unit Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Unit Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment.

Additionally, the Association shall be entitled to the following relief:

16.1 Use Right Suspension and Fines. Pursuant to the Condominium Act, the Board may suspend, for a reasonable period of time, the rights of any Unit Owner, the Unit Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Elements and the Association Property and/or may levy a reasonable fine, not to exceed one hundred dollars (\$100.00) per violation, nor one thousand dollars (\$1,000.00) in the aggregate, against any Unit Owner, the Unit Owner's family, tenants, guests, agents, employees, licensees, and invitees, for any violation of the Condominium Documents. Each day of a continuing violation shall be deemed a separate violation, and the fine shall continue to accrue per day per violation, a single notice and opportunity for hearing before a compliance committee (the "Compliance Committee"). The rights of a Unit Owner, the Unit Owner's family, tenants,

guests, agents, employees, licensees, and invitees, to use the Common Elements and the Association Property may be suspended and/or a fine may be levied against such Unit Owner, the Unit Owner's family, tenants, guests, agents, employees, licensees, and invitees, by the Board at a property noticed meeting of the Board. However, the suspension or fine may not be imposed until the individual sought to be suspended or fined has had an opportunity to appear at the hearing before the Compliance Committee, which shall take place not sooner than fourteen (14) days from the date the notice of the hearing is mailed to the violating individual. The Compliance Committee shall consist of at least three (3) Unit Owners appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. Only if the Compliance Committee, by majority vote, approves the proposed suspension and/or fine at such hearing can the suspension and/or fine be imposed. The fine is effective upon mailing or hand delivering written notice to the violating individual of the fine or such earlier date which fine shall not commence earlier than the date of the Board's levy of the fine. The use rights suspension is effective upon mailing or hand delivering written notice to the violating individual of the use rights suspension. The suspension of the right of a Unit Owner, the Unit Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Elements shall not apply to the Limited Common Elements intended to be used only by that Unit, the Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators (if any).

Non-Exclusive Remedy. The rights and remedies of the Association as set forth in this Declaration shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

16.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

16.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Condominium Documents, or the Rules and Regulations adopted pursuant to them, and such documents and regulations as they may be amended from time to time the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

16.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, the Condominium Documents, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.



## 17. AMENDMENTS

Except as otherwise provided herein, this Declaration of Condominium may be amended in the following manner:

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

17.2 Resolution. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

17.3 Adoption. An amendment shall be adopted in the following manner:

(a) Board of Directors. Proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the Board of Directors, and no meeting of the Unit Owners nor any approval thereof need be had, provided the amendment does not increase the number of Units nor alter the boundaries of the Common Elements.

(b) Board of Directors and Unit Owners. In addition to the procedure set forth above, a resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise provided herein, such approvals must be by:

- (i) Not less than seventy five percent (75%) of the votes of all Unit Owners; or
- (ii) An agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

16.4 Limitations. No Amendment shall discriminate against any Unit Owner nor

against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the Unit Owner concerned and all Institutional Mortgagees of record of such Unit shall join in the execution of the amendment; nor shall any amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless all Institutional Mortgagees of record of any Condominium Property shall join in the execution of such amendment.

17.5 Execution and Recording. Each amendment shall be attached to or shall be a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Broward County, Florida.

## 18. TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

18.1 Destruction. If it is determined as provided herein that the damaged area shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement, except as otherwise provided.

18.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all Unit Owners and all mortgagees of record of Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of the Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of mortgages upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an Owner of a Unit, or of a mortgage encumbering a Unit, shall be irrevocable until expiration of the aforecited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing registered mail to each Owner of the Units to be purchased an agreement to purchase signed by the Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners

not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the Purchaser shall have the option of assuming the remaining principal obligation thereof if available, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

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

18.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

18.4 Shares of Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenant in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

18.5 Amendment. This section concerning termination cannot be amended without consent 75% of all Unit Owners and mortgagees of record of the Units.

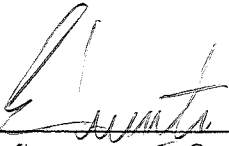
## 19. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause or word, or other provision of the Condominium Documents and Rules

and Regulations of the Association shall not affect the validity of the remaining portions.

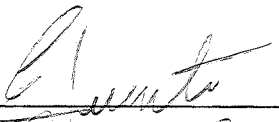
IN WITNESS WHEREOF, the Owner has executed this Declaration this 25th day of February, 2019

Signed, Sealed and Delivered  
in the presence of:

  
\_\_\_\_\_  
ERNEST FORTE

HILLCREST COUNTRY CLUB  
APTS, INC. NO. 4

By: Charles Bianco  
CHARLES BIANCO, President

  
\_\_\_\_\_  
Rosa Cetlin  
ROSA CETLIN, Secretary

By: Rosa D. Cetlin  
ROSA CETLIN, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES BIANCO and ROSA CETLIN of HILLCREST COUNTRY CLUB APTS. INC., NO 4, a Florida corporation, to me well known to be the persons who signed the foregoing instrument as President and Secretary and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at Broward County, Florida, this 25th day of February, 2019

  
\_\_\_\_\_  
Notary Public, State of Florida at Large

My commission expires: 10/14/2022



Robert C. Sackman  
Notary Public  
State of Florida  
My Commission Expires 10/14/2022  
Commission No. GG 266900