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Declaration of Condominium of  
Townhouses of Plantation, a Condominium

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Declaration of Condominium for  
The Townhouses of Plantation Condominium

MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Advenir@Townhouses, LLC, a Florida Limited Liability Company, hereinafter called the "Developer", the owner in fee simple title to the land described herein and by which the Developer makes the following declaration:

I. Submission to condominium ownership.

Developer hereby submits to the condominium form of ownership and use of the land described in Article III hereof, the improvements now and thereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property") pursuant to Chapter 718 of the Florida Statutes as amended to the date hereof (the "Condominium Act"). Except as terms are expressly defined herein, the terms used herein shall have the meaning given them in the Condominium Act.

II. Name and address.

The name by which this Condominium is to be identified by is The Townhouses of Plantation Condominium, sometimes herein called the "Condominium". This Condominium is located in Broward County, at 4780 NW 9 Court Plantation, Florida 33317 .

III. The land.

The land submitted to the condominium (the "Land") is situated in Broward County, Florida and it is described in Exhibit "1" annexed hereto as a part hereof.

IV. Description of condominium property.

The condominium property consists of sixteen(16) buildings each two stories in height. There are one hundred eighty-three (183) residential units. The buildings are described in Exhibit "2" to the Declaration of Condominium. In addition to the residential buildings, the Condominium Property also includes improvements such as swimming pool, pool deck, tennis court, picnic area, laundry room, maintenance building, parking area, walks, hallways, staircases, landscaping and all other underground structures and improvements which are not a part of or located within the residential buildings such as wires, cables, drains, pipes, ducts, conduits, valves and fittings and those other items described in the plot plan which are attached hereto as Exhibit "2".

The identification of the residential units shall be identified by the unit number, so that no unit bears the same designation as any other unit. Exhibits "1" and "2" of this Declaration of Condominium contains a survey of the Land showing the location of the building, a graphic description of the building contents, the units and the elevations of the buildings, the common elements and the limited common elements in sufficient detail to reflect their respective locations and dimensions prepared and certified by a registered land surveyor in the manner required by the Condominium Act.

V. Definitions of Units, Common Elements, Limited Common Elements, Board and Division.

A. Units: The term "Units" as used herein, shall mean a part of the Condominium property subject to the exclusive ownership. The units are further described as One Hundred and

Eighty Three ( 183 ) separate dwellings in the Condominium which are located and individually described in Exhibit "2" thereto. Each unit shall include the enclosed apartment living areas depicted on Exhibit "2". The horizontal boundaries thereof shall be the vertical plane, or planes, formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior floor surface of the unit and the upper vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the unit. Provided however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a unit which service more than one unit shall be part of the common elements. Doors, glass, and air- conditioning compressors shall be part of the unit.

B. Common Elements: The term "Common Elements" as used herein, shall mean the portions of the condominium property not included in the units and shall include without limitations: (1) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and common elements; (2) An easement of support in every portion of a unit which contributes to the support of a building; (3) The property and installation required for the furnishing of utilities and other services to more than one unit or to the common elements; and (4) Fixtures owned or held for the common use, benefit and enjoyment of all owners of units in this Condominium

The common elements shall also mean the portions of the condominium property depicted in Exhibit "2" to the Declaration of Condominium which includes but is not limited to: (1) walk ways, hallways and staircases; (2) parking spaces to be the parking spaces for guest employees, servants and visitors parking; (3) parking areas; (4) recreational area which includes the swimming pool, pool deck, tennis courts, and picnic area; (5) electric rooms; (6) storage rooms (7) laundry rooms; (8) maintenance building; and (9) green areas.

C. Limited Common Elements: The term "Limited Common Elements" as used herein, shall mean those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as depicted in the Floor Plans, Elevations and Survey of this Condominium included in Exhibit "1 and 2" to Declaration which include but is not limited to: (a) any portion(s) of the Common element, including but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular unit; (b) the mailbox assigned to a particular unit; (c) patios and fences; (d) the structure or area outside of a unit upon which air conditioning unit is located (e) light and electrical fixtures outside the unit or attached to the exterior walls of a the unit and which solely serve such unit; and (f) any other items as described in the Declaration or as shown on the Condominium Plat.

The Developer, for so long as it has control of the association, reserves the exclusive right to assign to any Unit the exclusives use, of one or more parking spaces. At such time that the Developer no longer has the right to assign any parking spaces, the remaining parking spaces may be assigned by the association. The Developer shall be entitled to keep any fee it charges a Unit Owner for the exclusive use of a parking space(s) assigned to his unit pursuant to this subsection. Each Parking space shall be a Limited Common Element only upon it being assigned as such to a particular Unit. The assignment of parking spaces shall not be recorded in the Public Records of the County, but rather shall be made by way of instrument placed in the official records of the Association. A unit Owner may assign the limited common elements parking spaces appurtenant to his unit to another unit by written instrument delivered to (and to be held by) the Association. However, no unit may be left without one unassigned parking space.

D. "Board of Administration" or "Board" means the board of directors which is responsible for administration of the association.

E. "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

F. "Electronic transmission" means any form of communications, nor directly

involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited, to telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers.

G. "Notice of Electronic Transmission" shall be deemed given, (1) when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the person has consented to receive notice, (2) When actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the person has consented to receive notice; (3) When posted on an electronic network that the person has consented to consult, upon the later of:

1. Such correct postings; or
2. The giving of a separate notice to the person of the fact of such specific posting or; or
3. When correctly transmitted to the person if by any other form of electronic transmission consented to by the person to whom notice is given.
4. Consent by a person to receive notice by electronic transmission shall be revocable by the person by written notice. Any such consent shall be deemed revoked if:

(a) The person is unable to deliver by electronic transmission two consecutive notices given by the sending person in accordance with the consent and;

(b) Such inability becomes known to the person sending the notice responsible for the giving of notice. However, the inadvertent failure to treat such inability as revocation does not invalidate any meeting or other action.

H "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (c) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (d) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in house and/or interactive communications and surveillance systems; (e) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (f) all expense of installation, repair, and maintenance of hurricane shutters by the board (provided, however, that a Unit Owner who has already installed hurricane shutters (or other acceptable hurricane protection) shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement, or operation of same; (g) any lease payments required under leases for mechanical equipment, including without limitation, leases for recycling equipment, if same is leased by the Association rather than being owned by it; (h) all expense of installation of hurricane shutters by the Board for those portions of the Building requiring shutters in accordance with the applicable building codes in effect at the time that the permits for the Building were obtained; (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as herein after defined); (j) water and sewer bill from the City of Plantation and (k) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu

of foreclosure.

VI. Appurtenances to Units.

There shall be appurtenant and pass with title to each condominium unit the right, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

- A. An undivided share in the Common Elements and in the Common Surplus based upon the total square footage of each residential unit in uniform relationship to the total square footage of each other residential unit in the condominium. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each unit is that proportion of the total set forth and made a part hereof as Exhibit "3"; and
- B. The exclusive right to use such portion of the common elements and limited common elements designated and/or reserved herein and/or granted elsewhere or assigned by the Association including the right to transfer such right to other units or unit owners and
- C. An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time (as shown in Exhibit "2" hereto) and as it may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically,
- D. Membership in, The Townhouses of Plantation Condominium Association Inc., with the full voting rights appertaining thereto.
- E. Irrevocable, perpetual, non-exclusive easements, to be used and enjoyed in common with the owners of all units in the Condominium for use of those Common Elements not designated elsewhere herein, including without limitation, easements for:
  - 1. The furnishing and maintenance of public utility services to all parties of the real property of the condominium over, across, upon, in and through the land, buildings and other improvements, as the fixtures and equipment therefore now exists and/or may be modified or relocated; and
  - 2. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions, of any of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and
  - 3. Recreational purposes, pedestrian access, over, across, upon, in and through drives, entries, gates, walks, grounds and other portions, if any of The Townhouses of Plantation Condominium, and
  - 4. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions in the paved surfaces, green and open areas in the properties known as The Townhouses of Plantation Condominium.
- F. An exclusive easement for the unintentional and non-negligent encroachment by any unit upon any other unit or Common Elements or vice-versa for any reason not caused by or resulting from the willful or negligent act of Developer or any owner or owners including without limitation, encroachments, caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments as easements appurtenant to the encroaching unit or other improvement, to the extent of such encroachment; and
- G. An exclusive easement for the use of the area of land and air space occupied by air conditioning compressors, and the equipment and fixtures appurtenant thereto, situated in and/or common elements of the condominium but exclusively servicing and individually owned by the owner of a unit, as the same exist in and on each building and/or unit, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning

compressor, and the equipment and fixtures appurtenant thereto; provided, however that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

A unit owner is entitled to the exclusive possession of his or her unit, subject to the provisions of s. 718.111(5). He or she is entitled to use the common elements in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners.

When a unit is leased, a tenant shall have all use right in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owners as a landlord pursuant to chapter 83.

VII. Common Expenses and Common Surplus.

The term "Common Expenses" as used herein shall mean all the expenses properly incurred by the association in the performances of its duties, including expenses specified in s. 718.115. The term "Common Surplus" as used herein shall mean the amount of all receipts or revenues including assessments, rents or profits collected by a condominium association which exceeds the common expenses.

VIII. Voting rights of Unit Owners.

Each unit owner shall be a member of the Association. Each unit shall be entitled to one vote to be cast by its owners in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

IX. The Name of the Association.

The entity responsible for the operation of the condominium shall be The Townhouses of Plantation Condominium Association Inc, a Florida Corporation not for profit ("The Association"). A copy of the certificate of incorporation is annexed hereto and made part hereof as Exhibit "4".

X. Bylaws of the Association.

A copy of the Bylaws of the Association is annexed hereto and made a part hereof as Exhibit "5". The operation of the association is explained in the Bylaws. The Board of Administration shall be comprised of three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such event occurs, the Board of Administration shall be comprised of five persons.

XI. Amendment of Declaration.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice: Notice of any proposed amendment to this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and the words to be deleted shall be lined through with hyphens.

B. Proposal: Amendments to this Declaration may be proposed by the Board of Administration of the Association by resolution adopted by a majority vote of the members present at any regular or special meeting of the Board at which a quorum is present, or in the alternative, by a written instrument signed by a majority of the Board, or by owners of a majority of the units, whether by vote of such owners as members of the Association at a special or regular meeting of the member or by written instrument signed by them.

C. Adoption: Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association or in the absence of the President, to a Vice-President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, however, that a proposed amendment may be considered and voted upon at any annual meeting of the member of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association. Notwithstanding the foregoing provisions, for adoption of amendments to this Declaration or any other provisions for amendments in the Condominium Act, no amendment may:

1. Change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportions or percentages by which the unit owners share the common expenses of the condominium and owns the common surplus of the condominium, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units approve the amendment;
2. Adversely affect the rights or interest of the mortgagees or as otherwise required by the Federal National Mortgage Association, FHA appendix 4265.1 or the Federal Home Loan Mortgage Corporation. Consent by the mortgagee shall not be unreasonably be withheld.

D. The amendment must have the approval of an affirmative vote of 66 2/3 of the condominium units at the association meeting called for such purpose as above set forth.

E. Effective Date and Recording Evidence of Amendment: An amendment to the declaration shall become effective when properly recorded in the public records of Broward County, Florida. An amendment, other than an amendment made by a developer pursuant to Florida Statute 718.110 shall also be evidenced by a certificate of the association which shall include the recording date identifying the declaration and shall be executed in the form required by the execution of a deed.

D. So long as the Developer retains the right to control the Association and hold units for sale, the Developer reserves the right to make whatever changes it may deem necessary in the Condominium Declaration provided that the Developer may not amend the Declaration for the purpose of creating time share estates. So long as the Developer retains the right to control the Association the amendment reflecting such change need only be executed by the Developer provided however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportions or percentages by which the unit owners share the common expenses of the condominium and owns the common surplus of the condominium, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units approve the amendment.

G. Developer reserves the right to record an amendment to this Declaration at any time and from time to time, (a) to comply with requirements of the FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities; (b) to induce any os such agencies to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (c) to bring this Declaration into compliance with any applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and

acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate upon turnover to the Unit Owners.

## XII. Maintenance, Repairs and Replacements

Responsibility for maintenance, repairs and replacements of condominium property and property of unit owners located or situated within the condominium shall be as follows:

A. Units: Each unit, and the fixtures, equipment, such as air conditioning equipment, plumbing, heating and electrical wiring and appliances comprising a part thereof, located therein or inside the unit shall be maintained, kept in good repair and replaced by and at the expense of the owner thereof. Exterior doors, windows and air conditioner compressors shall be maintained and replaced at the expense of the unit owner whose unit is serviced by such items. All maintenance, repairs and/or replacement for which unit owners are responsible and obligated to perform, which, if not performed or omitted would affect other units or common elements, shall be performed promptly as the need arises. Notwithstanding the obligation of the unit owner for maintenance, repair and replacement, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within units shall be applied against repairs and replacement to the extent that such awards or payments exceed the deductible provisions of such insurance.

The unit owner's responsibilities include, without limitation:

- (a) Maintenance, repair, and replacement of screens, windows and window glass,
- (b) The main entrance door to the unit and its interior surfaces,
- (c) All other doors within or affording access to the unit.
- (d) The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- (e) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (f) Appliances, water heaters, smoke alarms, and vent fans.
- (g) All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively,
- (h) Carpet and floor coverings
- (i) Door and window hardware and locks.
- (j) Shower Pan
- (k) The main water supply shut-off valve for the unit.
- (l) Other facilities or fixtures that are located or contained entirely within the unit and serve only that unit.
- (m) All interior partition walls that do not form part of the boundary of the unit.

B. Common Elements: The Association shall be responsible for, and shall assess against and collect from the owners of all units in the Condominium, as common expense, the cost of maintaining, repairing and replacing and keeping in clean and orderly condition, all of the common elements. The Association shall, at the expense of the owners of all units in the Condominium, repair all incidental damage to units resulting from maintenance, repair and/or replacement of or to common

elements. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit Owner, his family, guests, servants and invitees, he shall be responsible therefor, and Association shall have the right to levy a charge against the Owners of said Units.

The association's responsibilities include, without limitation:

- (a) Electrical wiring up to the circuit breaker panel in each unit.
- (b) Water pipes, up to the individual unit cut-off valve within the unit.
- (c) Cable television lines up to the wall outlets in the units.
- (d) Air conditioning condensation drain lines, up to the point where they enter each unit.
- (e) Sewer lines, up to the point where they enter the unit.

C. Limited Common Elements: All maintenance, repairs, replacements and reconstruction of in or to any limited common element, whether structural or nonstructural ordinary or extraordinary (including without limitation maintenance, repair replacement and reconstruction of any exterior wall or patio or patio fence) shall be performed by the owner or such unit at such unit owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Each unit owner shall be responsible for replacing the necessary light bulbs for the foregoing light fixtures with the same color and bulb coverage. Each unit owner shall be responsible for the air-conditioning compressor within the Common Elements serving and providing service to such Unit Owner's unit.

### XIII. Insurance.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain: The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the unit owners and their mortgagees, provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgage holder of each unit.

B. Required Coverage: The Association shall purchase and carry insurance coverage as follows:

- 1. Every hazard insurance policy shall provide primary coverage for:
  - (a) All portions of the Condominium property located outside the unit;
  - (b) The Condominium property located inside the units as such property was initially installed, or replacements thereof, of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and
  - (c) All portions of the Condominium property for which the declaration requires coverage. Anything to the contrary notwithstanding the terms "Condominium property," "Building," "improvements," "insurable improvements," "common elements," "association property" or any other term found in the Declaration of Condominium which defines the

scope of property or casualty insurance that a condominium association must obtain shall exclude all floors, walls, and ceiling coverings, electrical fixtures, appliances, air conditioners or heating equipment, water heaters, water filters, built in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioner compressors that serve only an individual unit whether, or not located within the unit boundary, the foregoing is intended to establish the property or casualty insuring responsibility of the association and those of the individual unit owners and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit.

Every hazard insurance policy issued or renewed to an individual unit owner shall provide the coverage afforded, by such policy in excess over the amount recoverable under any other policy covering the same property. Each Insurance policy issued to an individual unit owner providing such coverage shall be without the rights of subrogation against the condominium association that operates the condominium in which such unit owners unit is located. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage to be provided by the association shall be insured by the individual unit owner.

2. The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding.
3. Public liability insurance, in such amounts with such coverage and in such forms as shall be required by the Board of Administration of the Association to protect the Association and the owners or all units, including without limitation, hired automobiles, non-owned automobiles, comprehensive automobile, off-premises employee coverage, host liquor liability, employer liability, contractual and all written contract liability, water damage and legal liability, with cross-liability endorsements to cover liability of all unit owners as a group to each unit owner, bodily injury, including death of persons and or property damage arising out of a single occurrence, such coverage shall be for at least \$1,000,000.00; and
4. Workmen's compensation and employer's liability insurance to meet the requirements of the law; and
5. Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on units.
6. Errors and omissions in favor of all officers and members of the Board of Administration.

C. **Optional Coverage:** The Association may purchase and carry such other insurance coverage other than title insurance as the Board of Administration in its sole discretion may determine from time to time to be in the best interest of the Association and the unit owners or as institutional lenders may reasonably require while it holds a mortgage encumbering any unit.

D. Premiums: Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provision of this Article, shall be assessed against and collected from unit owners as common expenses.

E. Assured: All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of units and their mortgagees as their interest may appear, and shall be provided that all proceeds covering casualty, losses shall be paid to the Insurance Trustee as herein identified, or their successors and the proceeds from insurance against any casualty loss shall be held for the use of the Association, the unit owners and their respective mortgagees, as their interest may appear to be applied or distributed in the manner herein provided. The Association is hereby constituted an appointed agent for all unit owners with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the association is granted full right and authority to execute in favor of any insurer, a release of liability arising out of any occurrence coverage by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer: All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Associations selection of its insurer and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee: The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the need for the same to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

1. Qualifications, Rights and Duties: The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy of policies of casualty insurance, the sufficiency of coverage, the form or content of policies nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated and for the benefit of the Association, unit owners and their respective mortgagees to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses that the Insurance Trustee may incur in the performance of its duties hereunder. Such fees and costs are to be assessed against and collected from unit owners as a common expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence and then only for such money as may come into possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to unit owners and their mortgagees, as their respective interest may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association executed under oath and provided to the Insurance Trustee upon request to the Association. Such certificate to certify the name or names of the owners of each unit, the mortgagees thereof, and the respective percentages of any distribution which is to be made to such owners and mortgagees as their respective interest may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holders of any mortgage or mortgages encumbering a unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgages unless the insurance proceeds represent a distribution to the owners of the unit and the mortgagees thereof, after such insurance proceeds have been first applied to the repair, replacements or reconstruction of any loss or damage or unless such casualty insurance proceeds are authorized to be distributed to the owners of the unit and mortgagees thereof by reason of loss of or damage to personal property constituting a part of the common elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds: The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the

Association carries insurance, shall be applied and paid as follows:

1. Common Elements Only: The proceeds paid to the Insurance Trustee for loss or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of said loss or damage. If such insurance proceeds exceed the cost of repair, replacement or reconstruction of such common elements, the excess shall be paid by the Insurance Trustee to the owners of all units and their respective mortgagees as their interest may appear in appurtenance to each unit in the common elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such common elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established or is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect said sum from the unit owners as a common expense.

2. Units: The proceeds paid to the Insurance Trustee for a loss or damage to a building, constituting common elements and one or more units thereof, shall be first applied to the repair, replacement or reconstruction of common elements, then to the repair, replacement or reconstruction of any unit or units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements and units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed units and their respective mortgagees as their interest may appear in shares or proportions equal to the undivided interest appurtenant to each such unit in the common elements. If the insurance proceeds are insufficient to pay for the necessary repair, replacement or reconstruction of the damaged or destroyed property, the Association shall levy a special assessment against all owners in portion to the owner's share in the common elements for that portion of the deficiency as is attributable to the cost of the restoration of the common elements and a special charge against individual owners for that portion of the deficiency related to damages to individual units; provided, however, that if, in the opinion of the association, it is impossible to determine accurately and adequately the portion of the deficiency relating to damages to individual units, the association shall levy the special assessment for the total deficiency against each of the owners as a common expense, according to the percentages set forth in the schedule of undivided interest in the common elements appurtenant to each unit which is Exhibit "3" of this Declaration. The determination of the Board as to that portion of the deficiency to be charged against individual owner's and as to which individual owners are liable therefore shall be conclusive and binding.

I. Deposits to Insurance Trustee After Damage: Within sixty (60) days after a loss or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or reconstructing the same, including the cost of professional fees and any construction bond which the Board of Administration may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

#### XIV. Reconstruction or Repair after casualty.

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced, shall be determined as follows:

A. Residential Buildings: If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof or termination of the condominium shall be in accordance with the following:

1. Total Destruction of all Buildings: If all of the residential buildings of the Condominium are totally destroyed or are so damaged that no unit therein is habitable, none of the buildings and none of the improvements comprising common elements shall be reconstructed and the condominium shall be terminated unless the owners of units to which seventy five percent (75%) of the common elements are appurtenant agree in writing within sixty (60) days after the date of such destruction to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed or unless a policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

2. Damage to and Destruction of some Buildings: If some, but not all, of the residential buildings are damaged and/or destroyed and one or more of the units in one or more of the buildings remain habitable, the damaged or destroyed common elements and/or units shall be repaired or reconstructed so that each building and/or units shall be restored to substantially the same condition as existed prior to such damage or destruction unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere herein provided that the condominium shall be terminated.

B. Common Elements: Damaged or destroyed improvements constituting part of the common elements shall be repaired, reconstructed and/or replaced unless in the event of total destruction of the units or by agreement after partial destruction, the condominium shall be terminated.

C. Certificate: The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications: Repairs or reconstruction of Condominium Property shall be substantially completed in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, however, that the Board of Administration of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility: If the damage or destruction shall be limited only to one or more units for which the responsibility of maintenance and repair is that of the affected unit owners, then such unit owners shall be responsible for carrying out the repairs or reconstruction thereof. In all other instances of damages or reconstruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds: All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from unit owners, shall be disbursed toward payment of such costs in the following manner:

1. Association: If the total funds assessed against and collected from unit owners by the Association for payment of repair and reconstruction is more than Fifteen Thousand Dollars (\$15,000.00) then all such sum shall be deposited by the Association and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the cost of reconstruction and repair.

2. Insurance Trustee: The proceeds of insurance collected on account of a casualty and the sum assessed against and collected from unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the cost of repair and reconstruction in the following manner:

a. Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more but less, than all unit owners shall be paid by the Insurance Trustee to the affected unit owners and if any of such units are mortgaged, to the affected and their mortgagees jointly.

b. Association-Lesser Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand Dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided for the reconstruction and repair of a major damage.

c. Association-Major Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand Dollars (\$15,000.00) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

d. Surplus: It shall be presumed that the first monies disbursed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the 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 which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate: Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursement from the construction funds are to be upon the order of the Association or upon 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, nor to determine whether surplus funds to be distributed are less than the assessment paid by owners. 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 the sums to be paid are due and property payable and stating the names of the payees and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

## XV.

### Use Restrictions.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all owners of units in this Condominium.

A. Use Restrictions: These use restrictions will be enforced as follows:

1. Violations should be reported to the Board of Administration, in writing.
2. Violations will be called to attention of the violating unit owner by the Board of Administration.
3. Disagreements concerning violations will be presented to, and be judged by, the Board of Administration, which will take appropriate action.
4. Unit owners are responsible for compliance for their family members, guests, invitees, employees and lessees with these rules and regulations.

B. Facilities: The facilities of the Condominium are for the exclusive use of unit owners, their family members, guests, invitees, employees and lessees. Any damage to the building, or to the common elements or equipment caused by any unit owner, their family members, guests, employees and lessees, shall be repaired at the expense of the responsible unit owner.

C. Noise.

1. An owner who desires to install carpeting or any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) also shall install a sound absorbent underlayment of such kind and quality equivalent or superior to Jamo sound insulation material, all installed in accordance with the rules and regulations as amended from time to time to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting or require the removal of such hard-surface flooring at the expense of the offending unit owner. Each unit owner, by acceptance of a deed or other conveyance of their unit, hereby acknowledges and agrees that sound and impact noise transmission in a building such as the Condominium is very difficult to control and that noises from adjoining or nearby units and/or mechanical equipment can be heard in another unit. The Developer does not make any representation or warranty as to the level of sound or impact noise transmission between and among units and the other portions of the Condominium property, and each unit owner hereby waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission. The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet or river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a unit shall be installed so as to ensure proper drainage.

2. In order to ensure your own comfort and that of your neighbors, radios, stereos and television sets should be turned down to a minimum volume at all times so that any sounds emanating therefrom shall not be heard outside of your unit. All other unnecessary noises such as the playing of pianos and other musical instruments, bidding good night to departing guests and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.

3. Carpentry, carpet-laying, picture-hanging, or any trade (or do-it yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. No such work shall be done on Sundays. No exceptions will be allowed.

D. Pets

1. With the exception of fish, a unit owner may keep a maximum of one (1) pet. The term "pets" shall be limited to dogs no more than 30 pounds in weight, cats, birds and fish. The term "pets" shall be limited to dogs, cats, birds and fish.

2. All dogs and cats must be leashed at all times when outside the residential unit. No reptiles or wildlife shall be kept in or on the Condominium Property (including units). Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine unit owners (as may be provided in these applicable rules and regulations of the Declaration) and/or to require any pet to be permanently removed from the Condominium Property. Unit owners must immediately collect and clean any feces from pets upon the complex property.

3. The unit owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other unit owners by barking or otherwise, the unit owner thereof must cause the problem to be corrected. If it is not corrected, the unit owner, upon written notice by the Association, will be required to

remove the animal.

4. Fish shall be permitted, subject to rules and regulations to be adopted by the Board of Administration from time to time.

E. Obstructions: The parking areas, all sidewalks, walkways, entrances, driveways, passages, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisements shall be placed on the property without approval of the association.

F. Children: Children are not to play in the public halls, in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

G. Destruction of Property: Neither unit owners, their family, guests, invitees, employees, nor lessees shall mark, mar, damage, destroy, deface or engrave any part of the condominium property. Unit owners shall be financially responsible for any such damage.

H. Exterior Appearances: To maintain a uniform and pleasing appearance of the exterior of the condominium building, no awnings, screens, glass enclosures, or projections shall be attached to the outside walls other than items originally installed by the Developer. This includes any type of screen or umbrella. No exterior lighting shall be permitted on the walls. No television, microwave or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

I. Signs: No signs of any kind (other than a notice to be placed on the bulletin board after notification to the manager and/or by the Developer and/or by agents engaged by the Developer) may be installed on the premises.

J. Cleanliness: Unit owners shall not allow anything to be thrown, or to fall from the units. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors of the units. All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes at such times and in such manner as the Association shall direct.

K. Ingress and Egress: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

L. Windows and Patio: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from a window. Unit owners shall not throw cigars, cigarettes of any other object from doors or windows. A unit owner may display one portable, removal, United States, flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ by 6 feet, that represent the United States, Army, Navy, Air Force, Marine Corps or Coast Guard.

M. Door Locks: Unit owners must abide by right of entry into units in emergencies. In case of any emergency originating in, or threatening, any unit, regardless of whether the unit owner is present at the time of such emergencies, the Board of Administration of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

N. Storage Areas: Nothing shall be placed in the storage areas (if any) which would create a fire hazard.

O. Plumbing: Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be poured down drains. The cost of any damage resulting from misuse of the same shall be borne by the unit owner causing the damage.

P. Responsibilities for Deliveries and Moving: Unit owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any unit owner, prior to any interior construction to a unit, or any delivery or removal of furnishings or bulk trash to or from the owner's unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within (10) days after the completion of construction of the interior of the unit or after delivery or removal of any furnishings and/or bulk trash. Moving and deliveries shall only be allowed between the hours of 8:00 a.m. and 5:00 p.m. daily. Moving and deliveries shall not be permitted at all on Saturdays or Sundays. All moves must be scheduled by the building manager.

Q. Trash: All refuse, waste, bottles, cans, garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.

R. Roof: Unit owners (other than the Developer and/or agents of the Developer and/or entities designated by the Developer), their families, guests, invitees, employees and lessees, are not permitted on the roof for any purpose.

S. Solicitation: There shall be no solicitation by any person anywhere upon the condominium property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Administration.

T. Hurricane Preparation: Each unit owner who plans to be absent from his or her unit during the hurricane season must prepare his unit prior to departure by:

1. Removing all furniture and plants from his or her balcony
2. Designating a responsible firm or individual to care for his or her unit during their absence in the event that the unit should suffer hurricane damage. Each unit owner shall furnish the manager with the name of such firm or individual.

Unit owners shall not install hurricane or storm shutters without the prior approval of the Board of Administration. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Administration shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof. The installation, as shall follow 718.113(5), replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

U. Window Coverings: The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

V. Odors: No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoying or become obnoxious to another unit owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

W. Cooking Devices: No fires, cooking devices or other devices which emit smoke or dust shall be allowed on the back yard of any units.

X. Weight Limitations: No unit owner shall cause any weight on any portion of his or her unit which shall interfere with the structural integrity of the building.

Y. Fire Doors: Unit owners, lessees and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

Z. Waterbeds: No waterbeds are to be brought into the units for any purpose whatsoever.

AA. Pest Control: All unit owners and lessees shall be responsible to perform pest control services within their unit.

BB. Motor Vehicles: No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain parked within the Condominium property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles.

Each parking space may be used only by the unit owner or the lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in any parking space other than the parking unit assigned to such unit owners. All vehicles shall be parked within the painted lines and pulled close to the bumper. As a security measure, all automobile doors should be locked.

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal, where designated by the Association on the vehicle, while within the Condominium property.

Trucks, vans campers, recreational vehicles, boats, jet skies, trailers and motorcycles may not be parked on the Condominium property.

CC. Use and Occupancy: Under no circumstances may more than one (1) family reside in a unit at one time. "Families" shall mean either a group of natural people related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in a unit.

DD. Nuisance: A unit owner shall not permit anything to be done or kept in his unit which will increase the insurance rates on the unit, the Common Elements, or any portions of The Townhouses of Plantation Condominium or obstruct or interfere with the rights of other unit owners or the Association. A unit owner shall not commit or permit any nuisance, immoral or an illegal act in his unit or the Common Elements or any portion of The Townhouses of Plantation Condominium.

EE. Compliance with Board of Administration: All unit owners and lessees shall cooperate fully with the Board of Administration in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

FF. Lease Restrictions: Approval of Leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lease(s) to abide by all the covenants of the Condominium documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's cost and expenses, including attorney's fees, at all trials and appellate levels. If such cost and fee are not immediately paid by the

lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as Owner's Agent authorized to bring action in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is six months.

Said security deposit shall be held by the Association and may be commingled with other funds of the Association and the Association shall have no liability for the accrual or payment of any interest thereon. If at any time during the term of the Lease the Tenant or any guest or invitee of the Tenant shall damage any portion of the Association Property or the Condominium Property, then the Association may, at the option of the Association, appropriate and apply all or any portion of said security deposit to the cost of repairing said damage. Following the expiration of the term of the Lease, the security deposit shall be returned in full to the Tenant, less any portion applied in accordance with this paragraph.

GG. Approval of sales, rental, lease or transfer of Unit: Prior to the sales, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family, any other Unit Owner or a member of his immediate family, or the Association, the Unit Owner shall notify the secretary of the Association in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, including but not limited to furnishing copies of any contract for sale and purchase, agreement for lease, or proposed lease, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any transfer in contravention of this Declaration shall be null and void and confer no title or interest to the intended purchaser, lessee or transferee unless subsequently approved by the Association. Within ten days of receipt of said notice by the Secretary, and such supplemental information as it requires, the Board of Directors shall either approve or disapprove the proposed sale or transfer, in writing, and shall notify the Unit Owner of its decision. The right to disapprove shall be exercisable only as a means for insuring a lawful purpose that serves the best interest of the Association and its members. Failure by the Association to act within said ten days shall be tantamount to its consent.

No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificates upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of his deed to the Unit to the Association and the Management Firm. There shall be no right of first refusal or similar restriction in favor of the Developer or the Association on any Unit.

HH. Use of Recreational Facilities: The Board of Directors shall promulgate rules and regulations in regards to the use of the recreational facilities. The rules will include age limitations for the use of the recreational facilities.

II. Use of Licensed and Insured Contractors: Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that the owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable, and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

XVI. Compliance and Default.

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owner to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence: A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or his or their guests, employees, agents, lessees or other invitees.

B. 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, this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

C. Remedies: Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to recover damages, injunctive relief, or both. Actions may be maintained by the Association or by any unit owner.

#### XVII. Assessments: Liability, Lien and Enforcement.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all units and said units. The association has a lien on each condominium parcel to secure the payment of assessments. The lien is effective from and shall relate back to the recording of the original declaration of condominium. However, as to the first mortgage of record, the lien is effective from and after recording a claim of lien in the public records of the county in which the condominium parcel is located. The following provisions shall govern the making, levying and collection of such assessment and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. Determination of Assessments: Assessments by the Association, against each owner of a unit and his unit shall be a fractional share of the total assessment to be made against all owners of unit and their units as is set forth in the Schedule annexed thereto and made a part hereof as Exhibit "3". Should the Association become the owner of any units, the assessment which is due shall be paid by the Association.

B. Time for Payment: The assessment levied against the owner of each unit and his unit shall be made not less frequently than quarterly in an amount which is not less than that required to be provided funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

C. Annual Budget: The Board shall, in accordance with the Bylaws of the Association, establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium including when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. The board of administration shall hand deliver or mail to each unit owner a meeting notice and copies of the proposed annual budget not less than 14 days prior to the meeting of the unit owners or the board at which the budget will be considered.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in section 718.504(21), Florida Statutes.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred

maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. This does not apply to budgets in which member of an association have, by a majority vote at a duly called meeting of the association determined for a fiscal year to provide no reserves or reserves less adequate than required. However, prior to turnover of control of an association by a developer to unit owners other than a developer pursuant to section 718.301, Florida Statutes, the developer may vote to waive the reserves for the first two years of the operation of the association, after which time reserves may only be waived or reduced upon the vote of a majority of nondeveloper voting interests present at a duly called meeting of the association. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each unit owner and the assessment for the year shall be based upon such Budget. Failure to receive a copy of the budget to a unit owner shall, however, not affect the liability of such owner for such assessment.

D. Use of Association Funds: All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the Association to the payment of any expense of pertaining and managing the condominium or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and Bylaws and as monies for annual assessments are paid to the Association by any unit owner, the same may be commingled with monies paid to the Association by the other owners of units, but separate ledgers must be maintained for each account. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. Although all funds and other assets of the Association and any increments thereto or profits derived therefrom, or from the leasing or use of common elements including without limitation Common Surplus, shall be held for the benefit of members of the Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his unit.

E. Delinquency or Default: The payment of any assessment or installment hereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. The association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment that the payment is late.

F. Personal Liability of Unit Owner: The owner of each unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments or installments, late charges thereof as above provided and for all costs of collecting the assessments and interest thereon, including attorney's fees, whether suit be brought or not, levied or otherwise coming due while such person or entity owns a unit.

G. Liability not Subject to Waiver: No owner of a unit may except himself from liability for any assessment levied against such owner and his unit by waiver of the use or enjoyment of any of the common elements or by abandonment of the unit or in any other manner.

H. Lien for Assessment: A unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

The liability of a first mortgagee or its successor and or assigns who acquires title to

the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

- 1 The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full as not been received by the association; or
2. One percent (1%) of the original mortgage debt. However the provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for services of process at the location which was known or reasonably discoverable by the mortgagee.

The lien of the Association shall be effective from and after recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the unit encumbered thereby, the name of the record owner, the name and address of the association, the amount due and due dates. It must be executed and acknowledged by an officer or authorized agent of the association. No such lien shall be effective longer than one year after the claim of lien was recorded unless with that time, an action to enforce the lien is commenced. The one year limitation shall automatically be extended for any length of time during which the association is provided from filing of a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owners or any other person claiming an interest in the parcel. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable cost and attorney's fees incurred by the association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien .

Any payment received by an association shall be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in chapter 687 or section 718.303(3), Florida Statutes.

The association may bring an action in it's name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien. The association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgement for unpaid assessments.

No foreclosure judgements may be entered until at least 30 days after the association gives written notice to the unit owner of its intention to foreclose a lien to collect the unpaid assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those due after the claim of lien is recorded, are paid before the entry of a final judgement of foreclosure, the association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his last known address; and, upon such mailing, the notice shall be deemed to have given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in subsection (5). The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of any association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the unit owner.

If the unit owner remains in possession of the unit after a foreclosure judgement has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be

paid by the party that does not prevail in the foreclosure action.

The association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

A first mortgage acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of ownership of such parcel, whether or not such parcel is unoccupied, be excused from payment of some or all of the common expenses coming due during the period of such ownership.

Within fifteen (15) days after a request therefore by unit owner, purchaser or mortgagee, the association shall provide a certificate stating all assessments and other monies owed to the association by the unit owner with respect to the condominium parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the board, either be returned to the unit owners or applied as a credit toward future assessments.

I. Effect of Transfer: When the owner of any unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association upon written request of the owner, purchaser or mortgagee of such unit, shall furnish to the proposed lessee, purchaser or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and the Association shall be bound by such statement. The association may charge the requesting party a maximum of \$100.00 for the request.

In any conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessment against the grantor made prior to the time of such conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

Institution of a suit at law to attempt to affect collection of the payment of any delinquent assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt collection of any sum then remaining owing to it.

J. Commencing with the recording of the Declaration of Condominium and continuing for six months thereafter, the Developer guarantees that the assessments for common expenses shall not exceed those amounts set forth in the Prospectus. Thereafter, the Developer shall in its discretion, have the option of extending the guarantee for additional three month periods. However, provided that the guarantee shall automatically terminate at the turnover meeting at which time control of the association is turned over to the unit owners. During this guarantee period, the developer shall be excused from the payment of its prorate share of the assessments for all the unit it owns; however, the developer shall pay any amount of common expenses incurred which exceeds assessments collected from the unit owner other than developer, while the guarantee period is in effect.

The Working Capital paid at closing by unit owner shall not be considered as advance payment of common expenses or funds of the association. Such contributions shall be used to reimburse the Developer for start-up expenses, such as, but not limited to reimbursement for the cost of insurance paid by the Developer on behalf of the unit owner.

XVIII. Registry of Owners and Mortgagees.

The Association shall at all times maintain a Register of the name of the owners and mortgagees of all units. Upon the transfer of title to any unit, the transferee shall notify the Association in writing of his interest in such unit together with recording information identifying the instrument by which such transferee acquire his interest in the unit. The owner of each unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage or mortgages and the recording information identifying the same. The holder of any mortgage encumbering a unit may notify the Association of any such mortgages and upon receipt of such notice the Association shall register in its records all pertinent information pertaining to the same.

XIX. Alterations of and Improvements to Units and Common Elements.

A. Unless the unit owner shall first submit plans for such work to the Board, and the Board by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration or improvement or addition to a unit or to any limited common element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed, which shall: (a) remove in whole or in part, replace, reroute or otherwise affect any column, bearing, wall or partition, pipe, duct, wire or conduit or obstruct any easement herein provided for, or (b) remove, or change the style, pattern material, texture or outside color of any door, window, screen, fixture, equipment, enclosure or appliance in or an exterior unit or building wall, or (c) cove, from the inside or outside, the glass of other transparent and/or translucent material in any exterior door or window with or apply or affix thereto, any materials or substances which shall render the same opaque or change the exterior color therefore, except interior draperies, curtains, shades or shutters which are lined backed, covered or painted on the side visible from the exterior with a neutral color, material or (d) affix to or cover any exterior door or window or otherwise install on the exterior of any unit or building any storm or hurricane shutter or awning or any protective or decorative panel, trim, enclosure, fixture or appliance, or (e) otherwise change, modify, or alter the exterior of any unit or building so that it thereby differs in appearance from any other units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the common elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and additions to the common elements, except the acquisition of additional real property, which have been approved by the owners of units to which seventy-five percent (75%) of the common elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all units as Common Expenses.

B. Notwithstanding any provision hereinabove set forth to the contrary, the Board of Administration of the Association may adopt a basic approved plan for screening balconies and ground level rear area patios.

If such plan is adopted, owner of the units of each building in the condominium may screen said balconies of ground level rear area patios attached to their unit in accordance with said approved basic plan without specific consent from the Board of Administration, provided that such screening conforms in all respects to the approved basic plans therefore.

XX. Termination.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act, except as stated in Article XXIII of the Declaration:

A. Destruction: In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because the total destruction or major damage, the condominium plan of ownership will be thereby terminated without agreement.

B. Agreement: The condominium may be terminated at any time by the approval in writing of all the owners of units in the condominium and by all record owners of mortgages upon