

This instrument was prepared by  
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Kerstin Henze, Esq  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

**CERTIFICATE OF RECORDING  
THE RESTATED DECLARATION OF CONDOMINIUM OF HERITAGE  
LANDINGS, A CONDOMINIUM  
AND  
THE RESTATED BYLAWS OF  
THE HERITAGE LANDINGS ASSOCIATION, INC.**

WHEREAS, the Heritage Landings Association, Inc. (hereinafter "Association") is a Florida not-for-profit corporation required to operate and maintain the Heritage Landings Condominium, according to Chapter 718 of the Florida Statutes and the Declaration of Condominium (hereinafter "Declaration") thereof, as originally recorded in Official Records Book 6553 at Page 578 of the Public Records of Broward County, Florida; and

WHEREAS, the Association has created and attached hereto the Restated Declaration and Restated Bylaws (hereinafter "Restated Documents"), which contain the original Declaration and Bylaws (hereinafter collectively "Governing Documents") and incorporates all subsequent amendments thereto, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents, and previously duly recorded in the Public Records of Broward County, Florida; and

WHEREAS, the Restated Documents do not contain any new amendments; and

WHEREAS, the Association desires to record the Restated Documents in order to have the most up-to-date and consolidated version of the Governing Documents of the Association.

NOW THEREFORE, the Association files the attached Restated Documents as its Official Governing Documents.

IN WITNESS WHEREOF, we have set our hands and seals this 5/17/19 day of May, 2019, Broward County, Florida.

WITNESS 1:  
Marilyn Surbey  
(Sign)  
MARILYN SURBEY  
(Print)

By: [Signature]  
Print: ADAM KOTKIN  
President  
Attest: [Signature]  
Print: MARGARET SATEACH  
Secretary

WITNESS 2:  
[Signature]  
(Sign)  
CARLOS MANZANO  
(Print)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of 5, 2019 by ADAM KOTKIN as President and MARGARET SATEACH as Secretary of The Heritage Landings Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.



NOTARY PUBLIC:  
sign [Signature]  
print MELISSA CUTRONE  
State of Florida at Large

My Commission Expires:

RESTATED DECLARATION OF CONDOMINIUM  
OF  
HERITAGE LANDINGS, A CONDOMINIUM

3031 N.E. 51<sup>st</sup> Street  
Fort Lauderdale, Florida 33308

KNOW ALL MEN BY THESE PRESENTS:

THAT KARAN CORPORATION, a Florida Corporation (sometimes hereinafter referred to as the "DEVELOPER"), does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership and condominium for HERITAGE LANDINGS, A CONDOMINIUM being the property and improvements hereinafter described.

I

ESTABLISHMENT OF CONDOMINIUM

KARAN CORPORATION is the owner in fee simple of the following described property, upon which there has been constructed three (3) apartment buildings containing seventy-two (72) dwelling units and other appurtenant improvements. KARAN CORPORATION does hereby submit the said following described property and improvements to condominium ownership, pursuant to Chapter 711, Florida Statutes, as amended, and hereby declares the same to be a condominium to be known and identified as "HERITAGE LANDINGS, A CONDOMINIUM", sometimes hereinafter referred to as the "CONDOMINIUM"; to wit:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 19, THE LANDINGS FIRST SECTION, according to the Plat thereof recorded in Plat Book 56, Page 4, of the Public Records of Broward County, Florida; Together with: Lot 28 and Lot 27 less the EAST 63 feet four inches thereof, in Block 4 of Coral Ridge Commercial Boulevard Addition according to the plat thereof recorded in Plat Book 43, Page 13, of the Public Records of Broward County, Florida.

II

SURVEY AND IDENTIFICATION OF PROPERTY SUBMITTED  
TO CONDOMINIUM OWNERSHIP

The CONDOMINIUM is hereby declared to contain Seventy-Two (72) UNITS, located upon the real property hereinabove described. Attached hereto as Exhibit I is a survey of the land and a graphic description of the improvements in which UNITS are located and which identifies each UNIT by letter, name or number so that no UNIT bears the same designation as any other UNIT, all in sufficient detail that there can be determined therefrom the identification and accurate representation of the location and dimensions of the COMMON ELEMENTS and of each UNIT of the CONDOMINIUM.

III

CONDOMINIUM PROPERTY, UNITS, COMMON  
ELEMENTS AND LIMITED COMMON ELEMENTS

A) CONDOMINIUM PROPERTY means and includes the land in the CONDOMINIUM, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.

B) UNITS, as the term is used herein, shall mean and comprise the Seventy-two (72) Apartment Units designated on Exhibit 1 hereto. Each UNIT owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his UNIT, nor shall he own pipes, wires, conduits or other public utility lines running through his UNIT which are utilized for or serve more than one UNIT, which items are hereby made a part of the COMMON ELEMENTS. Said owner, however, shall own the walls and partitions which are contained within his UNIT and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including, plaster, paint and wallpaper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his UNIT. No floor within a UNIT shall be covered with any hard surface material (such as ceramic tile, stone or terrazzo) except floors in the kitchen or bathrooms of each UNIT.

C) COMMON ELEMENTS means that portion of the CONDOMINIUM PROPERTY not included in the UNITS. COMMON ELEMENTS include the following items:

1. The land on which the improvements are located and any other land included in the CONDOMINIUM PROPERTY, whether or not contiguous, included therein being the pool and recreation area.
2. All parts of the improvements which are not included within the UNITS.
3. Easements through UNITS for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to UNITS and the COMMON ELEMENTS.
4. An easement of support in every portion of a UNIT which contributes to the support of the CONDOMINIUM BUILDING.
5. Installations for the furnishing of utility services to more than one UNIT, the COMMON ELEMENTS or a UNIT other than the UNIT containing the installation.
6. The property and installation in connection therewith required for furnishing of services to more than one UNIT or the COMMON ELEMENTS.
7. Parking spaces, the use of which shall be assigned to UNIT Owners.

D) LIMITED COMMON ELEMENTS means and includes those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS.

IV

OWNERSHIP OF UNITS AND APPURTENANT  
INTEREST IN COMMON ELEMENTS

Each UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said UNIT shall own, as an appurtenance to the

ownership of each said UNIT, an undivided interest in the COMMON ELEMENTS. The percentage of undivided interest in the COMMON ELEMENTS assigned to each UNIT shall not be changed except with the unanimous consent of all of the owners of all of the UNITS.

V

RESTRICTION AGAINST FURTHER SUBDIVIDING OF  
UNITS AND SEPARATE CONVEYANCE OF  
APPURTENANT COMMON ELEMENTS, ETC.

No UNIT may be divided or subdivided into a smaller UNIT or UNITS than as shown on Exhibit "1" hereto, nor shall any UNIT, or portion thereof be added to or incorporated into any other UNIT. The undivided interest in the COMMON ELEMENTS declared to be an appurtenance to each UNIT shall not be conveyed, devised, encumbered or otherwise dealt with separately from said UNIT, and the undivided interest in COMMON ELEMENTS appurtenant to each UNIT shall be deemed conveyed, devised, encumbered or otherwise included with the UNIT even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such UNIT. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise, or encumbrance, or which purports to grant any right, interest or lien in, to or upon, a UNIT, shall be null, void and of no effect insofar as the same purports to affect any interest in a UNIT and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire UNIT. Any instrument conveying, devising, encumbering or otherwise dealing with any UNIT which describes said UNIT by the APARTMENT UNIT Number assigned thereto in Exhibit "1" without limitation or exception, shall be deemed and construed to affect the entire UNIT and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any UNIT and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The UNITS and COMMON ELEMENTS shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said UNITS and COMMON ELEMENTS and setting forth the obligations and responsibilities incident to ownership of each UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and said UNITS and COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements of the CONDOMINIUM.

VII

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of UNITS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of UNITS. Notwithstanding anything above provided in this Article, HERITAGE LANDINGS ASSOCIATION, INC., hereinafter identified, shall have the right to establish the rules and regulations

pursuant to which the owner or owners of any UNIT or others may be entitled to the use of any parking space or spaces and any dock space or spaces, other than those parking spaces assigned by the DEVELOPER as appurtenant to a particular UNIT.

#### VIII

##### EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any UNIT shall encroach upon any COMMON ELEMENTS for any reason not caused by the purposeful, or negligent act of the UNIT owner or owners, or agents of such owner or owners, then an easement appurtenant to such UNIT shall exist for the continuance of such encroachment unto the COMMON ELEMENTS for so long as such encroachment shall naturally exist; and, in the event that any portion of the COMMON ELEMENTS shall encroach upon any UNIT, then an easement shall exist for the continuance of such encroachment of the COMMON ELEMENTS into any UNIT for so long as such encroachment shall naturally exist.

#### IX

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

Recognizing that the proper use of a UNIT by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in common with the owners of all other UNITS, and that it is in the interest of all owners of UNITS that the ownership of the COMMON ELEMENTS be retained in common by the owners of UNITS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall remain undivided and no owner of any UNIT shall bring or have any right to bring any action for partition or division.

#### X

##### UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH APARTMENT

Each UNIT in the CONDOMINIUM shall have as an appurtenance thereto a one-seventy-second (1/72) undivided interest in the COMMON ELEMENTS of the CONDOMINIUM, subject, however, to the exclusive right of use in LIMITED COMMON ELEMENTS which may be assigned as an appurtenance to a particular UNIT.

#### XI

##### EASEMENT FOR AIR SPACE

The owner of each UNIT shall have an exclusive easement for the use of the air space occupied by said UNIT as it exists at any particular time and as said UNIT may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

#### XII

##### ADMINISTRATION OF CONDOMINIUM BY HERITAGE LANDINGS ASSOCIATION, INC.

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of UNITS, a non-profit Florida corporation, known and designated as HERITAGE LANDINGS ASSOCIATION, INC., has been organized, and said corporation shall administer the operation and

management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of HERITAGE LANDINGS ASSOCIATION, INC., and the By-Laws of said corporation. A true copy of the Articles of Incorporation and By-Laws of said HERITAGE LANDINGS ASSOCIATION, INC., are annexed hereto and expressly made a part hereof as Exhibits "2" and "3" respectively. The owner or owners of each UNIT shall automatically become members of HERITAGE LANDINGS ASSOCIATION, INC., upon his, their or its acquisition of an ownership interest in title to any UNIT and its appurtenant undivided interest in COMMON ELEMENTS and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such UNIT, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any UNIT shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in HERITAGE LANDINGS ASSOCIATION, INC., or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, said HERITAGE LANDINGS ASSOCIATION, INC., shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the UNITS and COMMON ELEMENTS, as the Board of Directors of HERITAGE LANDINGS ASSOCIATION, INC., may deem to be in the best interests of the CONDOMINIUM. HERITAGE LANDINGS ASSOCIATION, INC., is hereinafter referred to as "ASSOCIATION".

### XIII

#### RESIDENTIAL USE RESTRICTION APPLICABLE TO UNITS

A. Each UNIT is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. Permanent occupant or residents, as defined by the Board of Directors, must be screened and approved in the manner stated elsewhere. No owner or owners of any UNIT shall permit use of the same for transient, hotel or commercial purposes. Any owner desiring to have guests occupy his unit in the absence of the UNIT's owner shall, at least seven (7) days prior to the arrival of such guests, provide notice to the Association of the names, addresses, length of stay, relationship to owner and vehicle identification (including make, model and tag number) of such guests. Guest occupancy in the absence of the owner or resident of the UNIT shall not exceed thirty (30) days without the written permission of the Board of Directors and such occupancy shall be deemed a tenancy subject to the screening and approval requirements of this Declaration.

#### B. Leases.

1. Only the entire UNIT may be leased at any time. Subleasing and leases of rooms or any portion of the UNIT other than the entire UNIT are prohibited. No UNIT may be leased more than one time in a twelve (12) month period. In no event may an owner list his/her/their UNIT on, or rent his/her/their UNIT through, any website (including, without limitation, AirBnB, VRBO, or HomeAway), print, or online publication advertising the owner's UNIT for short term, "hotel-like" rental.

2. A leases shall be in writing, which may be on a form required by the ASSOCIATION, and shall provide or, in the absence of such language, shall be deemed to provide that the ASSOCIATION shall have the right and the authority to act as agent of the owner to terminate the lease and evict the lessee upon default by such lessee in observing any of the provisions of the Declaration, Articles of Incorporation, Bylaws, rules and regulations, or other applicable provisions of any agreement, document, or instrument

governing the UNIT, COMMON ELEMENTS or ASSOCIATION property. The costs associated with any action to evict the lessee, including attorney's fees, will be the personal obligation of the lessor/owner and shall be an individual special assessment against the owner and his or her UNIT, collectible in the same fashion as any other assessment provided hereunder.

3. Regardless of whether or not expressed in the applicable lease, all owners shall be jointly and severally liable with their lessees to the ASSOCIATION for any amount which is required by the ASSOCIATION to effect such repairs or to pay any claim for injury or damage to the COMMON ELEMENTS or ASSOCIATION property caused by the negligence or intentional misconduct of the lessee or the lessee's guests or invitees, or for the acts and omissions of the lessee, or the lessee's guests or invitees which constitute a violation of, or non-compliance with, the provisions of this Declaration, and of any and all rules and regulations, as may be promulgated by the Board from time to time. Any such costs or expenses, including, but not limited to, attorneys' fees incurred by the ASSOCIATION shall be an individual special assessment against the owner and his or her UNIT, collectible in the same fashion as any other assessment, as provided hereunder.

#### XIV

##### USE OF COMMON ELEMENTS SUBJECT TO RULES OF ASSOCIATION

The use of COMMON ELEMENTS by the owner or owners of all UNITS, and all other parties authorized to use the same shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the ASSOCIATION.

#### XV

##### CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any UNIT or of the COMMON ELEMENTS nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any UNIT shall permit or suffer anything to be done or kept in his UNIT, or on the COMMON ELEMENTS which will increase the rate of insurance on the CONDOMINIUM or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a UNIT, or which interferes with the peaceful possession and proper use of any other UNIT or the COMMON ELEMENTS.

#### XVI

##### RIGHT OF ENTRY INTO UNITS IN EMERGENCIES

In case of any emergency originating in or threatening any UNIT, regardless of whether the owner is present at the time of such emergency, the Board of Directors of ASSOCIATION, or any other person authorized by it, or the building Superintendent or Managing Agent, 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, and to facilitate entry in the event of any such emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such UNIT.

XVII

RIGHT OF ENTRY FOR MAINTENANCE

Whenever it is necessary to enter any UNIT for the purpose of performing maintenance services which the ASSOCIATION is required or authorized to perform, the owners shall permit duly authorized Agents of the ASSOCIATION to enter such UNIT, or to go upon the LIMITED COMMON ELEMENTS constituting an appurtenance to such UNIT, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII

LIMITATION UPON RIGHT OF OWNERS  
TO ALTER AND MODIFY UNITS

No owner of a UNIT shall permit to be made any structural modifications or alterations in such UNIT without first obtaining the written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the CONDOMINIUM in part or in its entirety. If the modification or alteration desired by the owner of any UNIT involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No owner shall cause any improvements or changes to be made on the exterior of the CONDOMINIUM, including painting or other decoration, or the installation of electrical wiring, television antenna, machines, or air conditioning units, which may protrude through the walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of such UNIT, without the written consent of ASSOCIATION being first had and obtained.

XIX

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY  
AND ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS as do not prejudice the rights of the owner of any UNIT, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as COMMON EXPENSES to be assessed and collected from all of the owners of UNITS. However, where any alterations or improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a UNIT or UNITS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the UNIT or UNITS exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION.

XX

MAINTENANCE AND REPAIR BY OWNERS OF UNITS

Every owner must perform promptly all maintenance and repair work within his UNIT which, if omitted, would affect the CONDOMINIUM in its entirety or in part belonging to other owners, being



expressly responsible for the damages and liability which has failure to do so may endanger. The owner of each UNIT shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his UNIT and which may now or hereafter be situated in his UNIT. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his UNIT. Wherever the maintenance, repair and replacement of any items for which the owner of a UNIT is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance repair or replacement, except that the owner of such UNIT shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The floor and interior walls of any balcony attached to his UNIT shall be maintained by the owner at his expense.

#### XXI

#### MAINTENANCE AND REPAIR OF COMMON ELEMENTS BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the UNIT and said COMMON ELEMENTS, and should any incidental damage be caused to any UNIT by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON ELEMENTS, the said ASSOCIATION shall, at its expense, repair such incidental damage.

#### XXII

#### PARKING SPACES

The COMMON ELEMENTS contain parking spaces, all of which are given identifying numbers and are delineated on Exhibit 1 attached hereto and made a part hereof. No parking space bears the same identifying number as any other.

For a period of three (3) years from the date of recording this Declaration of Condominium or until such earlier date as DEVELOPER shall have completed the sale and conveyance of all of the UNITS, the DEVELOPER shall have the right to assign particular parking spaces as LIMITED COMMON ELEMENTS appurtenant to particular UNITS. The assignment may be made in the Deed by which a UNIT is conveyed, or by separate instrument or instruments executed with the formalities of a deed, and recorded in the Public Records of Broward County, Florida. Upon such assignment, the UNIT owner shall have the exclusive right to use of the parking space comprising the LIMITED COMMON ELEMENTS appurtenant to his UNIT, without separate charge therefor by the ASSOCIATION. Nothing herein contained shall be construed as relieving such owner from any portion of an assessment for COMMON EXPENSES made against his UNIT, it being the intention hereof that the cost of maintenance and administration of LIMITED COMMON ELEMENTS shall be included as part of the COMMON EXPENSE applicable to all UNITS for purposes of assessment. Upon such assignment, the exclusive right of the owner of the UNIT to which

such assignment is made shall become an appurtenance to said UNIT, and upon conveyance of or passing of title to the UNIT to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the COMMON ELEMENTS appurtenant to such UNIT. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting LIMITED COMMON ELEMENTS may be made or accomplished separately from the conveyance, encumbrance or passing of title to the UNIT which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the ASSOCIATION or to another UNIT owner as an appurtenance to a UNIT located in the CONDOMINIUM. Whenever the ASSOCIATION shall become the owner of the exclusive right to use any parking space constituting LIMITED COMMON ELEMENTS, such exclusive right may be thereafter, by instrument executed with the formality of a deed, assigned by the ASSOCIATION to any UNIT to the same force and effect as if originally assigned by the DEVELOPER. The right of the DEVELOPER to make such assignments shall cease at the expiration of three (3) years from the date of recording of this Declaration of Condominium or upon such earlier date as the DEVELOPER shall have completed the sale and conveyance of all of the UNITS, whereupon all rights previously vested in the DEVELOPER with respect to the parking spaces then unassigned shall pass unto and be vested in ASSOCIATION.

### XXIII

#### PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF UNIT AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each UNIT may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's UNIT or upon the COMMON ELEMENTS. All such insurance obtained by the owner of each UNIT shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of UNITS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings, and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each UNIT, or which may be stored in any UNIT, or in, to or upon COMMON ELEMENTS shall be borne by the owner of each such UNIT. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all UNITS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of a UNIT shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS. The owner of a UNIT shall be liable for injuries or damage resulting from an accident in his own UNIT, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XXIV

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION;  
INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF  
INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the CONDOMINIUM and the CONDOMINIUM PROPERTY, to wit:

A) Casualty insurance covering all of the UNITS and COMMON ELEMENTS in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

B) Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all UNITS, including but not limited to water damage, legal liability, hired automobile, non-owned automobile and off premises employee coverage;

C) Workmen's Compensation insurance to meet the requirements of law;

D) Such other insurance coverage, other than title insurance, as the Board of Directors of ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interest of ASSOCIATION and the owners of all of the UNITS.

All liability insurance maintained by ASSOCIATION shall contain cross liability endorsements to cover liability of all owners of UNITS as a group to each UNIT owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all UNITS. The cost of obtaining the insurance coverage authorized above is declared to be a COMMON EXPENSE, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all UNITS and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and appointed as Authorized Agent for all of the owners of all UNITS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss or damage to insured property.

The company or companies with whom casualty insurance may be placed shall be selected by ASSOCIATION, and all parties beneficially interested in such insurance coverage shall be bound by such selection of such insurance company or companies made by ASSOCIATION. ASSOCIATION shall have

the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of ASSOCIATION and the owners of all UNITS and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a COMMON EXPENSE, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of UNITS and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each UNIT, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each UNIT, and the respective percentages of any distribution which may be required to be made by the owner or owners of any UNIT or UNITS, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or 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 any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any UNIT or UNITS, and their respective mortgagees, after such insurance proceeds have first been applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any UNIT or UNITS, and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss of or damage only to COMMON ELEMENTS, real or personal, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such COMMON ELEMENTS then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the UNITS and their respective mortgagees, the distribution to be separately made to the owner of each UNIT and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each UNIT and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interests in COMMON ELEMENTS appurtenant to each UNIT bear to the total undivided interests in COMMON ELEMENTS appurtenant to all UNITS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the

insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event, may be paid by ASSOCIATION out of its Reserve for Replacements Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then ASSOCIATION shall levy and collect an assessments against the owners of all UNITS in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of the loss of or damage to COMMON ELEMENTS and any UNIT or UNITS, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of COMMON ELEMENTS, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any UNIT or UNITS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON ELEMENTS and the UNIT or UNITS sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all UNITS, and to their mortgage or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the COMMON ELEMENTS and the UNIT or UNITS sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to COMMON ELEMENTS but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any UNIT or UNITS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the UNIT or UNITS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON ELEMENTS and UNITS and UNITS. In said latter event, the assessment to be levied and collected from the owner or owners of each UNIT or UNITS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against such owner of a UNIT and his UNIT shall bear the same proportion to the total assessments levied against all of said owners of UNITS sustaining loss or damage as does the cost or repair, replacement or reconstruction of each owner's UNIT bear to the cost applicable to all of said UNITS sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the event of the loss of or damage to COMMON ELEMENTS and UNIT or UNITS is not in an amount which will pay for the complete repair, replacement or reconstruction of the COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON ELEMENTS before being applied to the repair, replacement or reconstruction of a UNIT or UNITS, then the cost to repair, replace or reconstruct said COMMON ELEMENTS in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all owners of all UNITS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS and the casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction, and the cost of repair, replacement or reconstruction of each UNIT or UNITS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of the UNIT or UNITS sustaining the loss or

damage in the same manner as is above provided for the apportionment if such assessment between the owner or owners of a UNIT or UNITS sustaining such loss or damage.

In the event of loss of or damage to property covered by such casualty insurance, ASSOCIATION shall, within sixty (60) days after such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the membership of said ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction of said loss or damage, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of UNITS or only by the owner or owners of any UNIT or UNITS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all UNITS and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

#### XXV

#### APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such tax or Special Assessment against each UNIT and its appurtenant undivided interest in COMMON ELEMENTS, as now provided by law, then such Tax or Special Assessment so levied shall be paid as a COMMON EXPENSE by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible, in the estimated Annual Budget of ASSOCIATION, or shall be separately levied and collected as an assessment by ASSOCIATION against all of the owners of all UNITS and said UNITS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate UNIT and its appurtenant undivided interest in COMMON ELEMENTS, shall be apportioned among the owners of all UNITS so that the amount of such Tax or Special Assessment so paid or to be paid by ASSOCIATION and attributable to and to be paid by the owner or owners of each UNIT shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS appurtenant to each UNIT bears to the total undivided interest in COMMON ELEMENTS appurtenant to all UNITS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the Taxing authority to the UNITS and appurtenant undivided interests in COMMON ELEMENTS, then the assessment by ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each UNIT and its appurtenant undivided interests in COMMON ELEMENTS, shall separately specify and identify

the amount of such assessment attributable to such Tax or Special Assessment, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien, with the priority then provided by law.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a COMMON EXPENSE in the Annual Budget of ASSOCIATION.

## XXVI

### RIGHT OF FIRST REFUSAL TO ASSOCIATION TO LEASE OR PURCHASE UNITS

With the exception of transfers of ownership of any UNIT by one spouse to another, should the owner of any UNIT be desirous of selling such UNIT, ASSOCIATION is hereby given and granted the right of first refusal to purchase such UNIT, as the case may be, on the terms and conditions herein stated. No owner of a UNIT shall lease or sell the same to any party without first giving ASSOCIATION notice in writing of such lease or sale as herein provided, thereby giving ASSOCIATION the opportunity to determine whether it will approve the transaction, exercise the right of first refusal to purchase said UNIT on the same terms and conditions as those contained in any bona fide offer which the owner of such UNIT may have received for the purchase of his said UNIT or, in the case of a lease to reject the transaction for good cause. If the Association rejects a proposed lease for good cause, the lease shall not be made and the proposed lessee shall have no right to occupy the unit. Whenever the owner of any UNIT has received a bona fide offer to lease or purchase his UNIT and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in an amount equal to at least 10% of the purchase price if the same is an offer for the purchase of such UNIT, the owner of such UNIT shall notify the Board of Directors of ASSOCIATION in writing by registered or certified mail sent to the offices of said ASSOCIATION, or by personal delivery made to the President or Secretary of the said ASSOCIATION, of his desire to accept such offer for the lease or purchase of his UNIT, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice, together with an approval fee in the amount provided below. Only one (1) lease or rental of a unit shall be permitted in any twelve (12) month period, regardless of the term of the lease. The giving of such notice shall constitute a warranty and representation by the apartment owner that he believes the proposal to be bona fide in all respects. The prospective lessee or purchaser and all proposed occupants of the subject unit must agree to a background investigation including, but not limited to, criminal history, credit history, prior residential history and civil litigation history. In the event the prospective lessee or purchaser moves in without the prior written permission of the Association, the lease or purchase application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized occupancy, which may include but not necessarily be limited to instituting an action for eviction as the agent of the owner, and in such event, the prospective lessee or purchaser and the unit owner shall be jointly and severally liable for court costs and reasonable attorney's fees. Every request for approval of a proposed lease or sale shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law. The approval fee shall be paid with the giving of the notice of lease or sale and the notice of lease or sale shall not be complete unless and until the approval fee is paid. The time frame for approval of the lease or sale shall not begin to run until all true, correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check or money order, payment shall not be deemed received unless and until the funds have cleared. If ASSOCIATION is desirous of exercising its option to purchase said UNIT on the same terms and conditions as are contained

in said bona fide offer, then ASSOCIATION shall notify the owner of said UNIT desiring to sell the same of the exercise by ASSOCIATION of its election to so purchase said UNIT, such notice to be in writing and posted by registered or certified mail to said owner within thirty (30) days from receipt by ASSOCIATION of the owner's notice to said ASSOCIATION as hereinabove required, or said notice in writing may be personally delivered to said owner within said thirty (30) day period. If ASSOCIATION has elected to purchase such UNIT, then, upon notifying the owner of such UNIT of its election to purchase said UNIT, ASSOCIATION shall execute a contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of a UNIT has notified ASSOCIATION as above provided of his desire to sell his UNIT, such owner shall be free to consummate such sale of his UNIT, unless, within thirty (30) days after the owner has delivered his required notice to ASSOCIATION, ASSOCIATION has notified said owner or its intention to exercise its right of first refusal and to purchase such UNIT. However, in said event, the owner of said UNIT shall not sell said UNIT to any party other than the party designated to the Board of Directors of ASSOCIATION in the aforementioned and required notice, nor for any lower purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to ASSOCIATION, without again giving ASSOCIATION the right of first refusal to purchase such UNIT in the manner above provided. The following shall be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the person or persons seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

(ii) The person or persons seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

(iii) The person seeking approval has a record of financial irresponsibility, including, without limitation bankruptcies, foreclosures or bad debts.

(iv) The prospective tenant takes possession of the premises prior to approval by Association as provided for herein.

(v) The persons seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or association, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

If the Board of Directors of ASSOCIATION shall so elect, it may cause its right of first refusal to lease or purchase any UNIT to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of ASSOCIATION may elect to cause said UNIT to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said UNIT in the same manner as would ASSOCIATION upon its exercise of said right of first refusal to lease or purchase such UNIT. Wherever



such right of first refusal granted to ASSOCIATION is to be exercised in the name of a party approved by ASSOCIATION, notice of such election as required herein shall be executed by ASSOCIATION, and the party approved by the Board of Directors of said ASSOCIATION.

In the event that the owner of a UNIT shall lease or sell such UNIT without giving written notice to ASSOCIATION as herein provided, to the end that said Board of Directors of ASSOCIATION is not afforded the opportunity to determine whether or not it will elect to lease or purchase said UNIT prior to the consummation of such lease or purchase and on the terms and provisions thereof, then the said ASSOCIATION shall have the right to redeem said UNIT from such lease or sale transaction by reimbursing the lessee for the amount of any rent paid in advance, and by executing a lease in favor of the owner of such UNIT identical with that being redeemed, or by refunding unto the purchaser of such UNIT the purchase price paid therefor, in which latter event, the purchaser of such UNIT shall convey same to ASSOCIATION or to a party designated and approved by ASSOCIATION. The right of redemption granted herein shall exist for a period of six (6) months from the date on which such lease or sale may be consummated without prior notice to the Board of Directors of ASSOCIATION as required herein, but such UNIT may not be redeemed by the ASSOCIATION from said lease or sale transaction after the expiration of said six (6) month period. In the event that such sale or lease of a UNIT has been accomplished without the prior notice to the Board of Directors of ASSOCIATION as required herein, and without affording said Board of Directors of ASSOCIATION the opportunity to determine whether or not it will exercise its first right to lease or purchase such UNIT on the terms and conditions offered, then the lessee or purchaser in such transaction may notify the Board of Directors of ASSOCIATION of his lease or purchase of such UNIT, such notice to be in writing and to state the name and address, and business, occupation or employment, if any, of such lessee or purchaser, and the terms and conditions of said lease or purchase, such notice to be delivered to ASSOCIATION in the same manner as such notice is required to be given prior to consummation of such lease or sale transaction. Thereafter, the Board of Directors of ASSOCIATION shall have twenty (20) days from receipt of such notice within which to exercise the right of redemption granted to ASSOCIATION and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said lease or purchase within said twenty (20) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, the right of redemption granted to ASSOCIATION shall terminate and expire as to said lease or purchase transaction.

Notwithstanding the foregoing, no UNIT shall be leased unless the terms and provisions of such lease shall provide that such UNIT may not be sublet without the prior written approval of ASSOCIATION being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of UNITS and COMMON ELEMENTS contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by ASSOCIATION governing the use of such UNITS and COMMON ELEMENTS, and should any lessee not comply with such covenants, then ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to owner, and in said respect, the said ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

The right of first refusal granted to ASSOCIATION shall not apply or be operative to any of the following sales or conveyances, to wit:

- A) Sale at foreclosure;
- B) Judicial sale; or

- C) Conveyance or sale to institutional first mortgagee in lieu of foreclosure.

The title of the purchaser acquired from any of the above types of sale or transfer thereafter shall be subject the right of first refusal granted to the ASSOCIATION pertaining to the lease or sale of such UNIT.

#### XXVII

#### ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

The ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the UNITS, and in the event of the sale or transfer of any UNIT to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such UNIT, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any UNIT. Further, the owner of each UNIT shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any UNIT, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any UNIT may, if they so desire, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any UNIT, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

#### XXVIII

#### ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

The ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all UNITS. To properly administer the operation and management of the Project, ASSOCIATION will incur, for the mutual benefit of all of the owners of UNITS, costs and expenses which will be continuing or nonrecurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "COMMON EXPENSE". To provide the funds necessary for such proper operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all UNITS and said UNITS. In furtherance of said grant of authority to ASSOCIATION to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all UNITS, to wit:

A) All assessments levied against the owners of UNITS shall be uniform and, unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a UNIT and his UNIT shall bear the same ratio to the total assessment made against all owners of UNITS and their UNITS as does the undivided interest in COMMON ELEMENTS appurtenant to each UNIT bear to the total undivided interest in COMMON ELEMENTS appurtenant to all UNITS. Should the ASSOCIATION be the owner of any UNIT or UNITS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such UNIT or UNITS, reduced by the amount of income which may be derived from the leasing of such UNIT or UNITS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all UNITS which are not owned by ASSOCIATION, based on their proportionate interests in the COMMON ELEMENTS exclusive of the interests therein appurtenant to any UNIT or UNITS owned by ASSOCIATION.

“COMMON SURPLUS”, meaning all funds and other assets of the ASSOCIATION (including excess of receipts of ASSOCIATION, including but not limited to assessments, rents, profits and revenue from whatever source whatsoever, over amount of the COMMON EXPENSES), shall be owned by the owners of all UNITS in the same proportion that the undivided interest in COMMON ELEMENTS appurtenant to each owner’s UNIT bears to the total of all undivided interests in COMMON ELEMENTS appurtenant to all UNITS; provided, however, that said COMMON SURPLUS shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said COMMON SURPLUS. Except for distribution of any insurance indemnity herein provided, or termination of the CONDOMINIUM, any distribution of COMMON ELEMENTS which may be made from time to time shall be made to the then owners of UNITS in accordance with their percentage interest in COMMON SURPLUS as declared herein.

B) The assessment levied against the owner of each UNIT and his UNIT shall be payable in quarterly installments on the 1<sup>st</sup> day of January, April, July and October of each year unless the Board of Directors of ASSOCIATION shall provide for more frequent installments.

C) The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The owner or owners of each UNIT shall be given written notice of the time and place of the meeting of the Board of Directors of the ASSOCIATION at which the budget will be considered and said meeting will be open to all such UNIT owners. If a budget is adopted by the Board of Directors of ASSOCIATION which requires assessment against the UNIT owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the UNIT owners, a special meeting of the UNIT owners shall be held upon not less than ten (10) days written notice to each UNIT owner, but within thirty (30) days of the delivery of such application to the Board of Directors of ASSOCIATION or any member thereof, at which special meeting UNIT owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors of ASSOCIATION and elect their successors. In either case the revision of the budget or the recall of any and all members of the Board of Directors of ASSOCIATION shall require a vote of not less than a majority of the whole number of votes of all UNIT owners. The Board of Directors of ASSOCIATION may in any event propose a budget to the UNIT owners at a meeting of members, or by writing, and if such budget or proposed budget be approved by the UNIT owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the UNIT owners in the manner hereinabove set forth nor shall the Board of Directors of ASSOCIATION be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors of ASSOCIATION in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessment for betterments to the CONDOMINIUM PROPERTY. Provided, however, that so long as the DEVELOPER is in control of the Board of Directors of ASSOCIATION, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year’s assessment without approval of a majority of the UNIT owners.

D) The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and

maintained as a reserve fund for replacement of COMMON ELEMENTS which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of all UNITS. The amount to be allocated to such Reserve Fund for Replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said COMMON ELEMENTS. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of UNITS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these monies be used for such latter purposes.

E) The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of UNITS as a result of emergencies or for other reason placing financial stress upon the ASSOCIATION. The annual amount allocated to such operating reserve and collected therefor shall not exceed 5% of the current annual assessment levied against the owners of all UNITS and their UNITS. Upon accrual in said operating reserve of an amount equal to 25% of the current annual assessment, no further payments shall be collected from the owners of UNITS as a contribution to such operating reserve, unless such operating reserve shall be reduced below said 25% level, in which event, contributions to such operating reserve shall be included in the annual assessment so as to restore said operating reserve to an amount which will equal 25% of the current annual amount of said assessment. In no event shall surplus or excess sums be construed as income to the ASSOCIATION, but rather will constitute a liability of the ASSOCIATION to owners of UNITS in direct proportion to their percentage of interest in the COMMON ELEMENTS.

F) All monies collected by ASSOCIATION shall be treated as the separate property of the said ASSOCIATION, and such monies may be applied by the said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said ASSOCIATION, and as the monies for any assessment are paid unto ASSOCIATION by any owner of a UNIT the same may be comingled with the monies paid to the said ASSOCIATION by the other owners of UNITS. Although the funds and other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of ASSOCIATION, no member of said 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. When the owner of a UNIT shall cease to be a member of ASSOCIATION by reason of the divestment of his ownership of such UNIT, by whatever means, ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of ASSOCIATION, or which may have been paid to said ASSOCIATION by such owner, as all monies which any owner has paid to ASSOCIATION shall be and constitute an asset of said ASSOCIATION which may be used in the operation and management of the CONDOMINIUM.

G) The payment of any assessment or installment due to ASSOCIATION shall be in default if such assessment or any installment is not paid unto ASSOCIATION, on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment due to ASSOCIATION shall bear interest at the current rate but in no event more than 18% per annum until such delinquent assessment or installment and all interest due thereon, has been paid in full to ASSOCIATION.

H) The owner or owners of each UNIT shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for the payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of a UNIT in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any UNIT shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I) No owner of a UNIT may exempt 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, the leased premises, recreation facilities, guest parking, or by abandonment of the UNIT, or in any other manner.

J) Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of UNITS and that the payment of such COMMON EXPENSE represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each UNIT, ASSOCIATION is hereby granted a lien upon such UNIT and its appurtenant undivided interest in COMMON ELEMENTS which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each UNIT, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fees, which may be incurred by ASSOCIATION in enforcing this lien upon said UNIT and its appurtenant undivided interest in the COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any UNIT from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said UNIT, without notice to the owner of such UNIT. The rental required to be paid shall be equal to the rental charged on comparable type of Dwelling Units in Fort Lauderdale, Florida. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the rate of 8% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any UNIT, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any UNIT expressly subject to such lien.

K) The lien granted unto ASSOCIATION shall be effective from and after the time of 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, in the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of liens shall include only assessment which are due and payable when the claim of lien

is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interests thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S claim of lien.

In the event that any person, firm or corporation shall acquire title to any UNIT and its appurtenant undivided interest in COMMON ELEMENTS by virtue of any voluntary conveyance to an institutional first mortgagee in lieu of foreclosure or any foreclosure or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said UNIT and its appurtenant undivided interest in COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a UNIT by voluntary conveyance to an institutional first mortgagee in lieu of foreclosure or by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all UNITS as a part of the COMMON EXPENSE, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L) Whenever any UNIT may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, ASSOCIATION, upon written request of the owner 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 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 ASSOCIATION shall be bound by such statement.

In the event that a UNIT is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said UNIT and such UNIT due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any UNIT who is responsible for payment of such delinquent assessment. The provisions of this paragraph shall not apply to an institutional first mortgagee unless said institutional first mortgagee has received written notice of said delinquent assessment or said claim of lien has been properly recorded.

In any voluntary conveyance of a UNIT, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by 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 to effect collection of any sum then remaining owing to it.

## XXIX

## TERMINATION

Notwithstanding anything to the contrary contained in Article XXIV hereof, in the event of fire or other casualty or disaster which shall totally demolish the CONDOMINIUM Building, or which shall so destroy said CONDOMINIUM Building as to require more than two-thirds (2/3) of said Building, as determined by the Board of Directors of ASSOCIATION, to be reconstructed, then this Declaration of Condominium and the Plan of Condominium Ownership established herein shall terminate, unless all of the owners of all UNITS agree that said CONDOMINIUM Building shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said Building required the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all UNITS agree to reconstruct said Building, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the Plan of Condominium Ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the Project which may then prevent the reconstruction of said CONDOMINIUM Building, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to ASSOCIATION, for itself and for the benefit of the owners of all UNITS, under any insurance policy or policies then existing. If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of a Resolution of the Board of Directors of ASSOCIATION to said effect and notice of the cancellation and termination hereof shall be executed by the President and Secretary of ASSOCIATION in recordable form, and such instrument shall be recorded in the Public Records of Broward County, Florida. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of UNITS shall be and become tenants in common as to the ownership of the real property herein described, and any then remaining improvements thereon, the undivided interest in such real property and remaining improvements held by the owner or owners of each UNIT to be the same as the undivided interest in COMMON ELEMENTS which was formerly appurtenant to such UNIT and the lien of any mortgage or other encumbrance upon each UNIT shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a UNIT in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the UNITS and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each UNIT in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. The assets of ASSOCIATION upon termination of the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner or owners of each UNIT and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity. Except in the event of this Declaration of Condominium and the Plan of Condominium Ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all UNITS and all of the parties holding mortgages, liens or other encumbrances against any of said UNITS; in which event, the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the a

forenamed parties, and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

In the event of the termination of CONDOMINIUM as above provided, any exclusive right to use a parking space constituting LIMITED COMMON ELEMENTS and which may be an appurtenance to any UNIT shall be automatically cancelled and terminated, and all LIMITED COMMON ELEMENTS shall be treated in the same manner as though the same constituted a portion of COMMON ELEMENTS as to which no exclusive rights to use the same for parking purposes ever existed.

XXX

#### AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for an amendment which shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares the COMMON EXPENSES and owns the COMMON SURPLUS in which said instances consent of all of the owners of all UNITS and their respective mortgagees shall be required, and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of the DEVELOPER, which said rights and privileges granted and reserved unto the said DEVELOPER, shall only be altered, amended or modified with the respective express written consent of said DEVELOPER, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of ASSOCIATION owning a majority of the UNITS in the CONDOMINIUM whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of ASSOCIATION, or other officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than a majority (50% plus one) of the UNITS in the CONDOMINIUM in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all UNITS,



but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Provided, however, if it shall appear that through scrivener's error that all of the COMMON EXPENSES or interest in the COMMON SURPLUS, or all of the COMMON ELEMENTS in the CONDOMINIUM have not been distributed in the Declaration, such that the sum total of the shares of COMMON ELEMENTS which have been distributed or the sum total of the shares of the COMMON EXPENSES or ownership of COMMON SURPLUS fail to equal one hundred percent (100%) (or if it shall appear that through such error more than one hundred percent (100%) of COMMON ELEMENTS or COMMON EXPENSES or ownership of the COMMON SURPLUS shall have been distributed) such error may be corrected by the filing of an amendment to the Declaration executed by the ASSOCIATION, and the owners of the UNITS and the owners of liens thereon for which modifications in the shares of COMMON ELEMENTS or shares of COMMON EXPENSE or the COMMON SURPLUS are being made. No other UNIT owner shall be required to join in or execute such amendment.

Notwithstanding the terms and provisions of this Article XXX to the contrary, there shall be no amendment which shall affect the rights of any institutional first mortgagee, including but not limited to the rights under Articles XXIV, XXVI, XXIX and XXX, nor any amendment which shall diminish the value of the property securing said institutional first mortgage, without the written consent of said institutional first mortgagee.

### XXXI

#### REMEDIES IN EVENT OF DEFAULT

The owner or owners of each UNIT shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of ASSOCIATION, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any UNIT shall entitle ASSOCIATION or the owner or owners of other UNIT or UNITS to the following relief:

A) Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of ASSOCIATION, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by ASSOCIATION or, if appropriate, by an aggrieved owner of a UNIT.

B) The owner or owners of each UNIT 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 or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C) In any proceeding arising because of an alleged default by the owner of any UNIT, the prevailing party shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court.

D) The failure of ASSOCIATION or of the Owner of a UNIT to enforce any right, provisions, covenant or condition which may be granted by this Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of a UNIT to enforce such right, provision, covenant or condition in the future.

E) All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of a UNIT pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

F) The failure of the DEVELOPER to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above-mentioned document shall not constitute waiver of the right of any appropriate party to thereafter enforce such right, provisions, covenant or condition.

#### XXXII

#### USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner, are subject to the provisions of this Declaration of Condominium, and the mere acquisition or rental of any UNIT, or the mere act of occupancy of any UNIT, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respect.

#### XXXIII

#### LIMITATIONS ON CHILDREN AND PETS

No child under the age of fourteen (14) years shall be permitted to reside in a UNIT except on a temporary basis as a visitor. The ASSOCIATION shall have the right to prescribe reasonable terms, conditions and duration of such visits. In no event shall such residency exceed a total of ninety (90) days during any twelve (12) month period.

No pets shall be maintained or kept in any of the UNITS except as may be specifically provided for and authorized by the rules and regulations of the ASSOCIATION as they may from time to time exist, or pursuant to the written consent of the Board of Directors of ASSOCIATION or of DEVELOPER; provided, however, such written consent when once given and relied upon may not thereafter be revoked or terminated without the consent of the UNIT owner to whom such written consent was given.

#### XXXIV

#### RIGHT OF DEVELOPER TO SELL OR LEASE UNITS OWNED BY IT FREE OF RIGHT OF FIRST REFUSAL OR RIGHT OF REDEMPTION; AND RIGHT OF DEVELOPER TO REPRESENTATION ON BOARD OF DIRECTORS OF ASSOCIATION

So long as the DEVELOPER shall own any UNIT, the said DEVELOPER shall have the absolute right to lease or sell any such UNIT to any person, firm or corporation, upon any terms and conditions as it

shall deem to be in its own best interests, and as to the lease or sale of any UNIT by the DEVELOPER, the right of first refusal and any right of redemption herein granted to ASSOCIATION shall not be operative or effective in any manner. The DEVELOPER shall be entitled to designate and select all members of the Board of Directors of ASSOCIATION other than those entitled to be elected by the UNIT owners other than the DEVELOPER as herein provided. When UNIT owners other than the DEVELOPER own fifteen percent (15%) or more of the UNITS that will be operated ultimately by the ASSOCIATION, the UNIT owners other than the DEVELOPER shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of ASSOCIATION. UNIT owners other than the DEVELOPER shall be entitled to elect not less than a majority of the members of the Board of Directors of ASSOCIATION three (3) years after sales by the DEVELOPER have been closed of seventy-five percent (75%) of the UNITS that will be operated ultimately by the ASSOCIATION or three (3) months after sales have been closed by the DEVELOPER of ninety percent (90%) of the UNITS that will be operated ultimately by the ASSOCIATION, or when all of the UNITS that will be operated ultimately by the ASSOCIATION have been completed and some of them have been sold and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever shall first occur. The DEVELOPER shall be entitled to elect not less than one (1) member of the Board of Directors of ASSOCIATION as long as the DEVELOPER holds for sale in the ordinary course of business any UNIT in the CONDOMINIUM. Whenever DEVELOPER shall be entitled to designate and select any person or persons to serve on any Board of Directors of ASSOCIATION, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION, and DEVELOPER shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by DEVELOPER need not be a resident in the CONDOMINIUM. However, the DEVELOPER shall be responsible for the payment of any assessments which may be levied by ASSOCIATION against any UNIT or UNITS owned by the DEVELOPER, and for complying with the remaining terms and provisions hereof in the same manner as any other owner of a UNIT in the CONDOMINIUM, except as otherwise provided herein or by law.

Any representative of the DEVELOPER, serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote upon any management contract or other matter between the DEVELOPER and ASSOCIATION where the said DEVELOPER may have a pecuniary or other interest. Similarly, the DEVELOPER, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any management contract or other matter between the DEVELOPER and ASSOCIATION where the said DEVELOPER may have a pecuniary or other interest.

XXXV

#### SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXVI

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership.

XXXVII

DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER  
ITS SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each UNIT and its appurtenant undivided interest in COMMON ELEMENTS, and this Declaration of Condominium shall be binding upon the DEVELOPER, its successors and assigns, and upon all parties who may subsequently become owners of UNITS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the DEVELOPER has caused this Instrument to be duly executed this 13<sup>th</sup> day of April, 1976.

KARAN CORPORATION

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

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgements, GEORGE W. HEATON and JOHN GARLAND, President and Secretary, respectively, of KARAN CORPORATION, a Florida Corporation, and they acknowledged before me that they executed the foregoing Declaration as the act and deed of said KARAN CORPORATION for the use and purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, said County and State, this 13<sup>th</sup> day of April, 1976.

My Commission Expires:

\_\_\_\_\_  
Notary Public

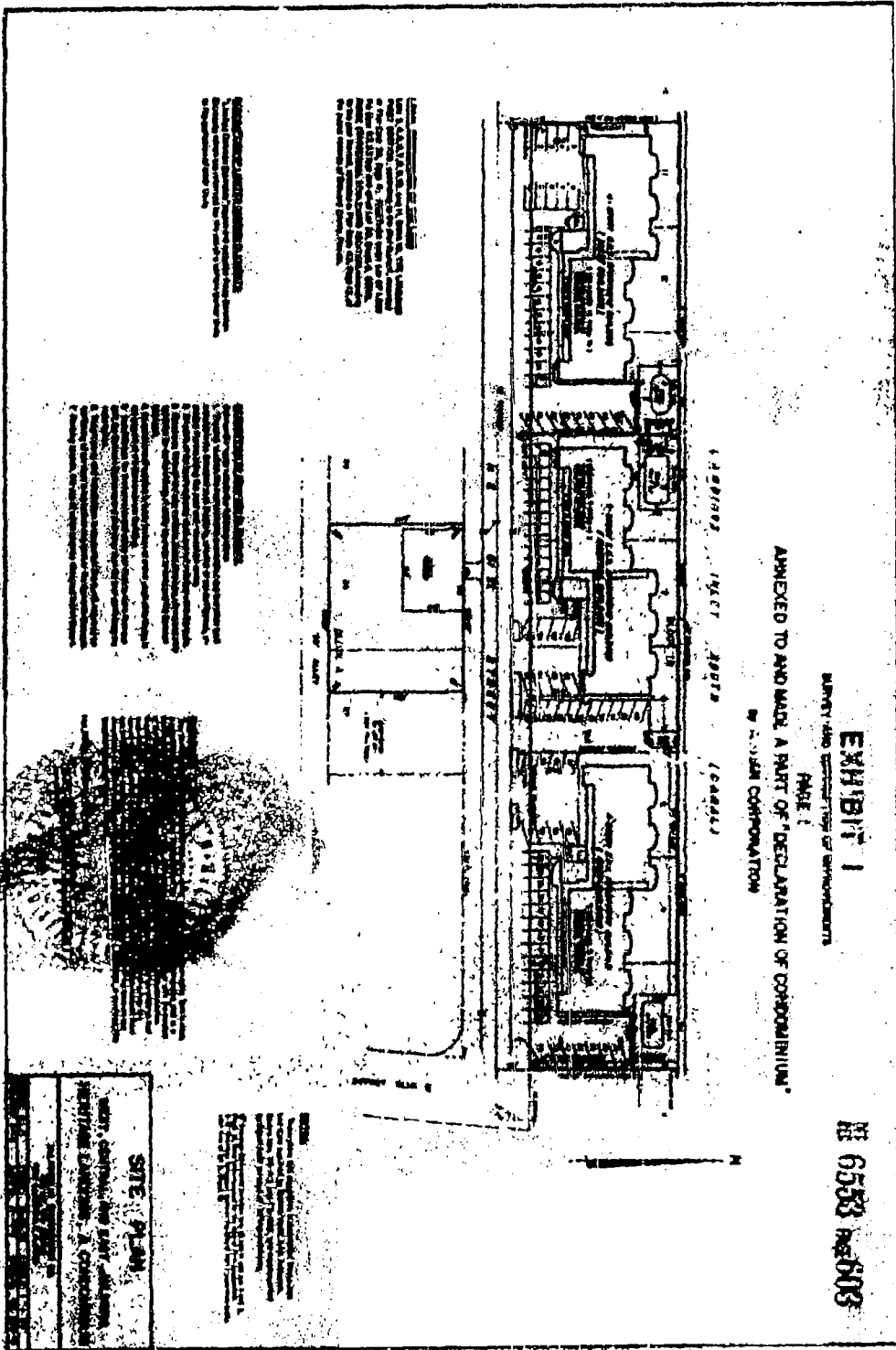


EXHIBIT 1  
SURVEY AND EXISTING TOP OF IMPROVEMENTS

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
BY [unreadable] CORPORATION

ME 65583 REG 603

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**SITE PLAN**  
[Illegible text]



# EXHIBIT I

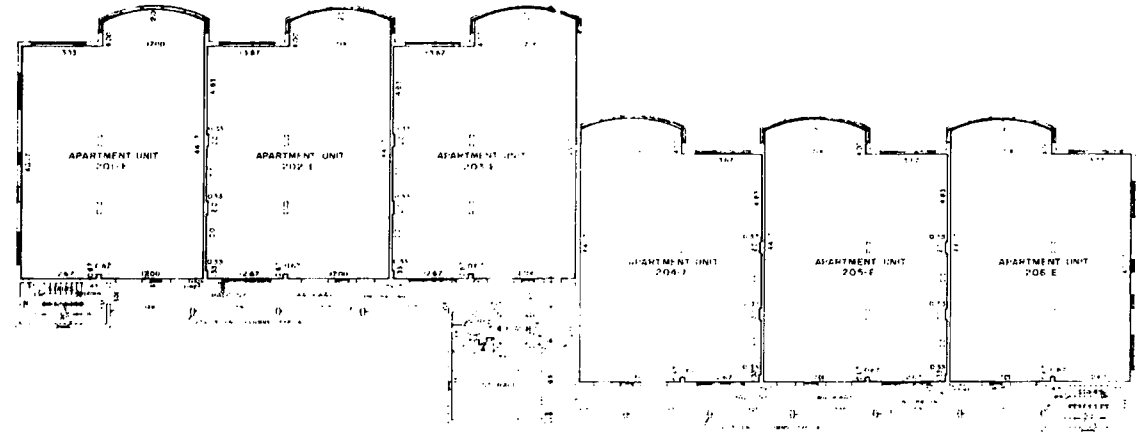
SURVEY AND DESCRIPTION OF IMPROVEMENTS

PAGE 3

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"

By **KARAN CORPORATION**

REC 6553 PAGE 605



### DESCRIPTION OF THE UNITS

Each Unit Owner shall not own the underlaid or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which items are hereby made a part of the Common Elements. Said owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit. No floor within a Unit shall be covered with any hard surface material (such as ceramic tile, stone or terrazzo) except floors in the kitchen or bathrooms of such Unit.

Elevations in feet are based on U.S.C. & U.S. Mean Sea Level datum. The ground floor includes six (6) Units having the following elevations:

Lower limit of Units: 5.32'  
Upper limit of Units: 23.42'

Horizontal Unit boundaries shown by heavier solid line delineated thus: \_\_\_\_\_

### DESCRIPTION OF LIMITED COMMON ELEMENTS

Limited Common Elements: "means and includes those common elements which are shared and for the use of one or more units, but in the exclusive of other units."

### DESCRIPTION OF COMMON ELEMENTS

- The land on which the improvements are made and any other land included in the condominium property whether or not actually included therein being the plot and subdivision map.
- All parts of the improvements, which consist of: (a) the structure; (b) easements, through Units, for conduits, utilities, piping, wiring and other facilities for the furnishing of utility services to the units and common elements;
- An easement of support in every part of all of the structures in the support of the condominium building;
- Installations for the furnishing of utility services to the units and the common elements, as provided for by the building code and the jurisdiction;
- The property and installations, including the equipment required for furnishing of services to more than one unit or the common elements;
- Parking spaces, the use of which shall be determined by the Owners;

### CERTIFICATE

This certificate made this 23rd day of October, 1975, by the undersigned surveyor, for and on behalf of the State of Florida, in and to the public records of Section 21 (08) (11) of the Florida Statutes, as amended, and is a certification that the attached survey plan, descriptions and floor plans, together with the wording of the Declaration of Condominium, being a map of survey, is a correct representation thereof and that the installation of the improvements described is sufficiently complete so that such matters, together with the wording of the Declaration, relating to matters of survey, is a correct representation of the improvements described, and further that with such material there can be determined therefrom the identification and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium located in St. Johns County, Florida.

**McLAUGHLIN ENGINEERING CO., INC.**  
 Registered Professional Land Surveyor No. 2091  
 State of Florida

NOTES:  
 1. This plan is a reproduction, as compiled from plans, of the original survey, and is not to be used as a substitute for the original survey and supplement thereto.

**SECOND FLOOR PLAN  
 (FAST BUILDING)  
 HERITAGE LANDINGS, A CONDOMINIUM**

McLAUGHLIN ENGINEERING CO.  
 400 N.E. 3RD AVENUE  
 FORT LAUDERDALE, FLORIDA

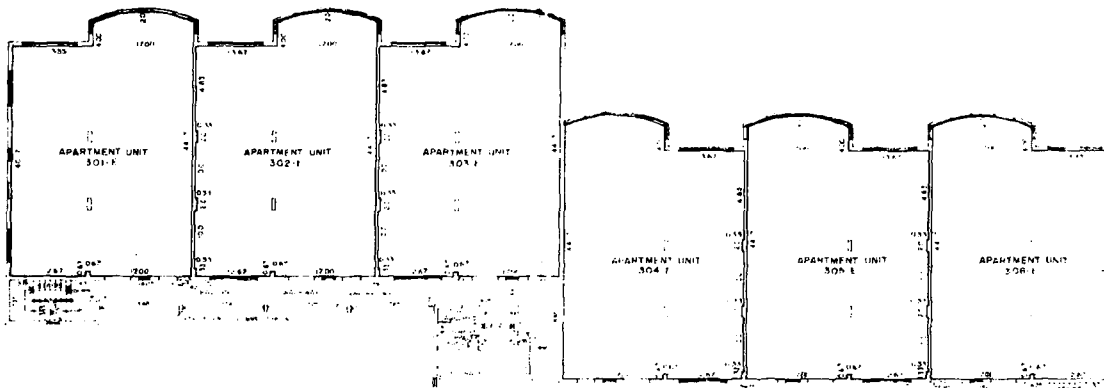
DESIGN: N.S.B.	DATE: 10-23-75	SCALE: 1" = 8'
CHECKED: J.P.R.	DRAWN: J. W. J.	DWG. NO. CE-282-16

**EXHIBIT I**  
 SURVEY AND DESCRIPTION OF IMPROVEMENTS

PAGE 4

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"

By **KARAN CORPORATION**



**DESCRIPTION OF THE UNITS**

Each Unit Owner shall not own the unadorned or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit, nor shall he own pipes, wires, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which items are hereby made a part of the Common Elements. Said walls, however, shall cover the walls and partitions which are contained within his unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including glass panes and wallpaper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit. The type within a Unit shall be covered with any hard surface material such as ceramic tile, stone or terrazzo except floors in the kitchen or bathrooms of each unit.

Finishing elevations are based on 111.0' B.M. Mean Sea Level datum. The 111.1' floor includes a (6") finish ceiling and ceiling elevations.

Lower limit of Units 32.50  
 Upper limit of Units 32.17

Horizontal unit boundaries shown by heavier solid line delineated thus: \_\_\_\_\_

**DESCRIPTION OF LIMITED COMMON ELEMENTS**

Limited Common Elements include, but are not limited to, the following: (1) any improvements, fixtures, appliances, and equipment for the use, enjoyment, or benefit of the unit or units of other Units.

**DESCRIPTION OF COMMON ELEMENTS**

- 1. Common Elements include the following items:
  - a. The structure of the improvements, including the foundation, walls, floors, ceilings, exterior walls, roof, and any other structural members.
  - b. Improvements, fixtures, appliances, and equipment for the use, enjoyment, or benefit of the unit or units of other Units.
  - c. Improvements, fixtures, appliances, and equipment for the use, enjoyment, or benefit of the unit or units of other Units.
  - d. An easement of support to every part of the structure and construction of the improvements.
  - e. Installations for the furnishing of all services, including but not limited to the furnishing of water, gas, electricity, and other utilities, including the installation.
  - f. The property and installation of any fixtures, including the furnishing of services to improve the interior or exterior elements, including the use of any fixtures, appliances, and equipment.

**NOTES**

\*These elevations are computed from plans and data supplied by F. Louis Wolff, A. S. Architect, Inc., No. 44 Grand St., New York, N.Y., and supplemented by a field survey of the improvements.

**CERTIFICATE**

This certificate was made this 27th day of October, 1975, by the undersigned surveying firm in compliance with the provisions of Section 118.01(1) of the Florida Statutes, as amended, and in a certification that the attached survey plan, description and floor plans, together with the wording of the Declaration of Condominium, relating to matters of survey, if a correct representation thereof, and that the construction of the improvements described is sufficiently complete so that such material, together with the wording of the Declaration, relating to matters of survey, is a correct representation of the improvements, described, and further that with said material they can be determined therefrom the definition and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium created in Broward County, Florida.

MCLAUGHLIN ENGINEERING CO.  
 410 N.W. 3RD AVENUE  
 MIAMI, FLORIDA 33128  
 JOHN E. MCLAUGHLIN, Registered Land Surveyor No. 7021  
 State of Florida

**THIRD FLOOR PLAN**  
 (EAST BUILDING)  
 HERITAGE LANDINGS, A CONDOMINIUM

MCLAUGHLIN ENGINEERING CO.  
 410 N.W. 3RD AVENUE  
 MIAMI, FLORIDA 33128

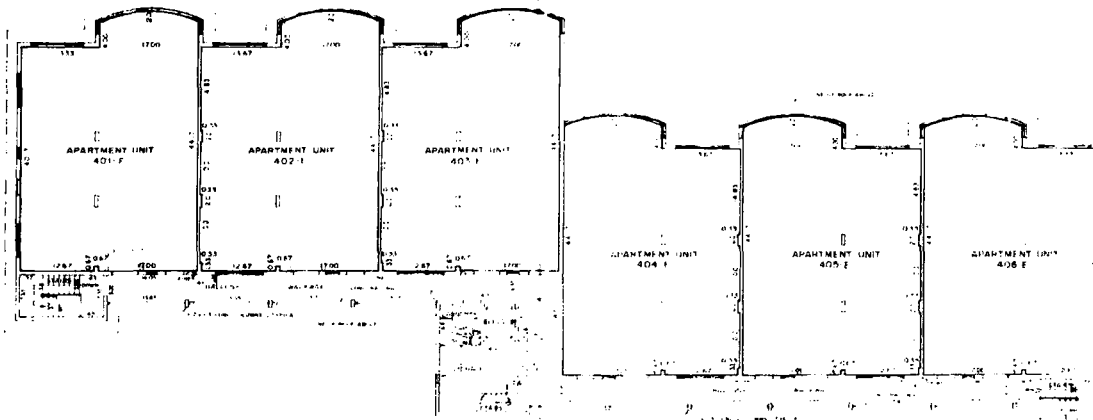
DATE	10-23-75	SCALE	1" = 8'
DWG. NO.	302	DWG. NO.	CE 302-16



**EXHIBIT I**  
 SURVEY AND DESCRIPTION OF IMPROVEMENTS

6558 PAGE 607

PAGE 5  
 ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
 by KARAN CORPORATION



**DESCRIPTION OF THE UNITS**  
 Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit, nor shall he own pipes, wires, conduits or other public utilities running through his Unit which are utilized for or serve more than one Unit which items are hereby made a part of the Common Elements. Said owner, however, shall own the walls and partitions which are contained within his unit and any undecorated or unfinished surfaces of the perimeter walls, floors and ceilings, including joint between and wall paper down to the unit when surfaces of the perimeter walls, floors and ceilings surrounding his unit's floor within a Unit shall be covered with any hard surface material such as ceramic tile, stone or terrazzo except for the bathrooms of each Unit.

**DESCRIPTION OF LIMITED COMMON ELEMENTS**  
 Limited common elements include but are not limited to:  
 1. Areas which are reserved for the use of the unit owner and are not to be shared by other Units.

- DESCRIPTION OF COMMON ELEMENTS**  
 Common elements include but are not limited to:  
 1. The interior walls, floors and ceilings, including joint between and wall paper down to the unit when surfaces of the perimeter walls, floors and ceilings surrounding his unit's floor within a Unit shall be covered with any hard surface material such as ceramic tile, stone or terrazzo except for the bathrooms of each Unit.  
 2. All parts of the building structure, including but not limited to, the roof, walls, floors, ceilings, joists, beams, columns, girders, trusses, and other structural members.  
 3. An equipment room, including but not limited to, the support of the equipment.  
 4. Mechanical rooms, including but not limited to, the support of the equipment.  
 5. Stairways, including but not limited to, the support of the equipment.  
 6. Elevators, including but not limited to, the support of the equipment.  
 7. Fire alarm systems, including but not limited to, the support of the equipment.  
 8. Fire extinguishers, including but not limited to, the support of the equipment.  
 9. Fire escape routes, including but not limited to, the support of the equipment.  
 10. Fire escape routes, including but not limited to, the support of the equipment.

Elevations in feet are based on 150.00 feet Mean Sea Level datum. The finished floor includes 1/2" units having the following elevations:  
 Lower limit of Units 32.60  
 Upper limit of Units 40.95

Horizontal Unit boundaries shown by heavier solid line delineated thereon.

**NOTES**  
 1. This plan shall be read in conjunction with the Declaration of Condominium and the Declaration of Condominium, as amended, and all other documents filed with the Florida Department of Banking and Finance, and the Declaration of Condominium, as amended, and all other documents filed with the Florida Department of Banking and Finance, and the Declaration of Condominium, as amended, and all other documents filed with the Florida Department of Banking and Finance.

**VERIFY DATE**  
 This plan was prepared by the undersigned on the date indicated hereon and the undersigned hereby certifies that the same is a true and correct representation of the improvements described and that the same are in accordance with the Declaration of Condominium, as amended, and all other documents filed with the Florida Department of Banking and Finance, and the Declaration of Condominium, as amended, and all other documents filed with the Florida Department of Banking and Finance.

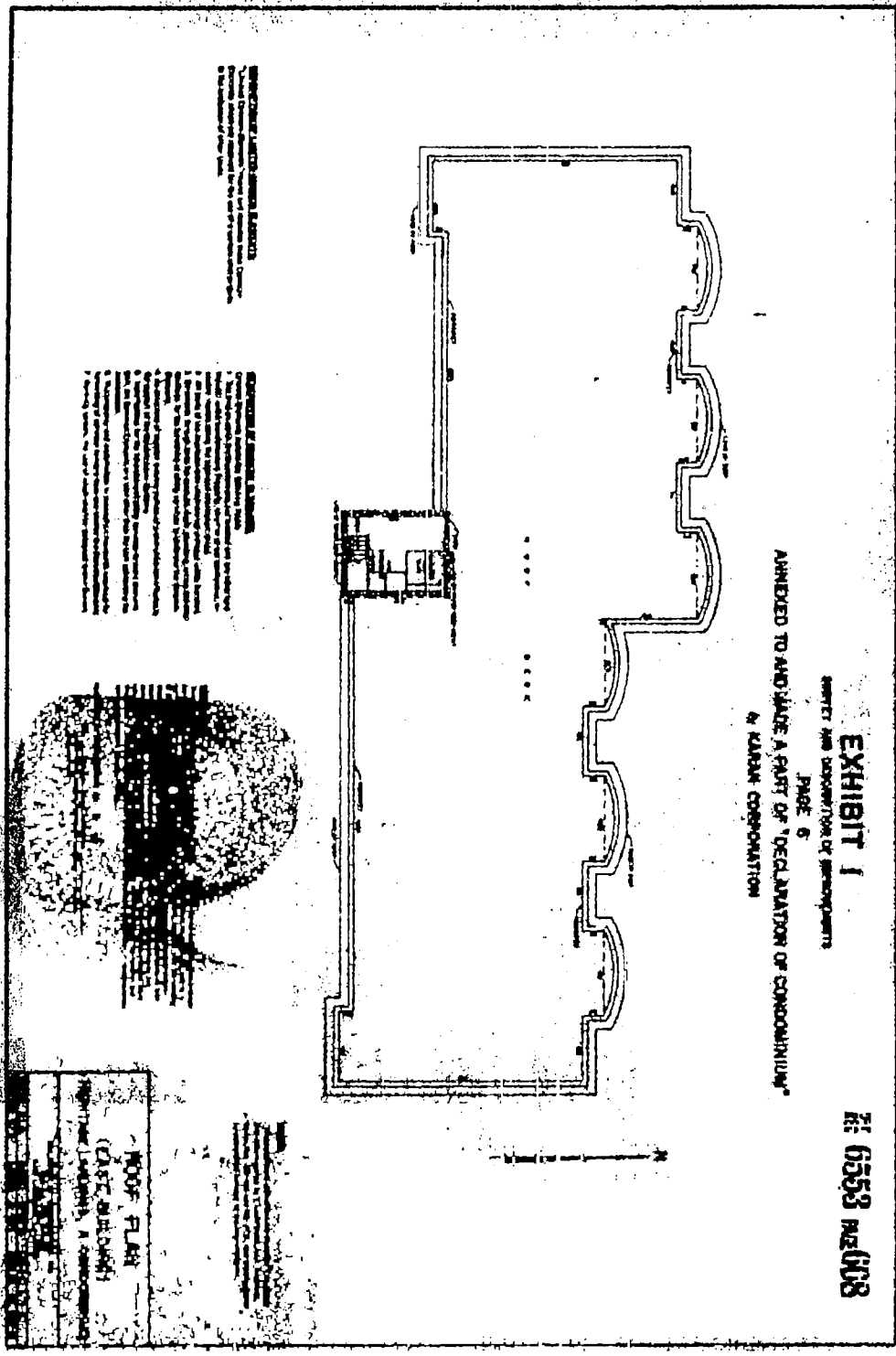
MCLAUGHLIN ENGINEERING CO.  
 1100 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, Florida 33304  
 Date: 11/11/88  
 By: [Signature]

**FOURTH FLOOR PLAN**  
 (EAST BUILDING)  
 HERITAGE LANDINGS, A CONDOMINIUM

MCLAUGHLIN ENGINEERING CO.  
 1100 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, Florida 33304

DATE: 11-25-78  
 SCALE: 1/8" = 1'-0"

DWG. No. CT 582 JK



ME 6553 ME 608

**EXHIBIT 1**  
 PARTIAL AND UNCORRECTED RECONSTRUCTION  
 PAGE 6  
 ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
 IN KILBURN COOPERATION

THESE CONSTRUCTION NOTES ARE TO BE USED IN CONNECTION WITH THE ARCHITECTURAL DRAWINGS AND SHALL BE READ IN CONJUNCTION WITH THE GENERAL NOTES TO THE CONTRACT DOCUMENTS.

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

6. ALL DIMENSIONS SHALL BE TAKEN FROM THE FINISHED SURFACE UNLESS OTHERWISE SPECIFIED.

7. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CHANGES AND CORRECTIONS TO THE DRAWINGS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABOR AGREEMENTS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY PERMITS.



ROOF FLAT  
 (EAST BUILDING)  
 FINISH LEVEL WITH A CONCOURSE

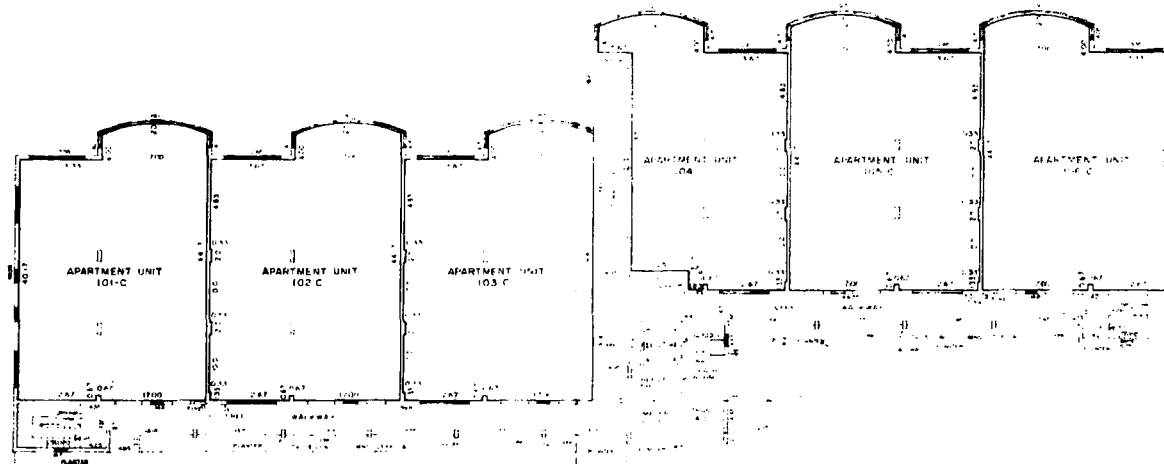
# EXHIBIT I

SURVEY AND DESCRIPTION OF IMPROVEMENTS

PAGE 7

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"

By KARAN CORPORATION



**DESCRIPTION OF THE UNITS**

Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paper and wallpaper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit. No floor within a Unit shall be covered with any hard surface material (such as ceramic tile, stone or terrazzo) except floors in the kitchen or bathrooms of each Unit.

Elevations (in feet) are based on U.S.L. (8 G.S. Mean Sea Level) datum. The ground floor includes six (6) Units having the following elevations:

Lower limit of Units: 6.57  
Upper limit of Units: 14.70

Horizontal Unit boundaries shown by heavier solid line delineated thus: \_\_\_\_\_

**DESCRIPTION OF LIMITED COMMON ELEMENTS**

"Limited Common Elements" means that portion of the Common Elements which are reserved for the use of one or more Units to the exclusion of other Units.

**DESCRIPTION OF COMMON ELEMENTS**

- Common Elements include the following items:
1. The land on which the improvements are located, including that included in the Declaration of Condominium, but excluding that portion thereof there being the ground and the right of way.
  2. All parts of the improvements, including the walls, floors, ceilings, stairs, elevators, shafts for conduits, ducts, pipes, plumbing and other fixtures for the furnishing of utility services to and within the Common Elements.
  3. An easement of support in every part of the land on which the improvements are located for the support of the Condominium Building.
  4. Installations for the furnishing of utility services to and within the Unit, the Common Elements and other parts of the building and the installation.
  5. The project and installation of conduits through the Common Elements for the furnishing of services to and within the Unit, the Common Elements and other parts of the building.
  6. The project and installation of conduits through the Common Elements for the furnishing of services to and within the Unit, the Common Elements and other parts of the building.
  7. The project and installation of conduits through the Common Elements for the furnishing of services to and within the Unit, the Common Elements and other parts of the building.

**NOTES**

These plans and elevations are compiled from plans and data supplied by F. Paul Wright, L.L.A. Architect, License Nos. 66-41 and 66-465 and supplemented by field measurements of the improvements.

**CERTIFICATE**

This certificate made this 23rd day of October, 1975, by the undersigned surveying firm, to wit: McLaughlin Engineering, Inc., a corporation organized under the laws of the State of Florida, and is a certification that the attached survey plan, descriptions and floor plans, together with the wording of the Declaration of Condominium, relating to matters of survey, is a correct representation thereof and that the attachment of the improvements as described is sufficiently complete so that such material, together with the wording of the Declaration, relating to matters of survey, is a correct representation of the improvements described, and further that with such material there can be determined therefrom the identification and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium located in Broward County, Florida.

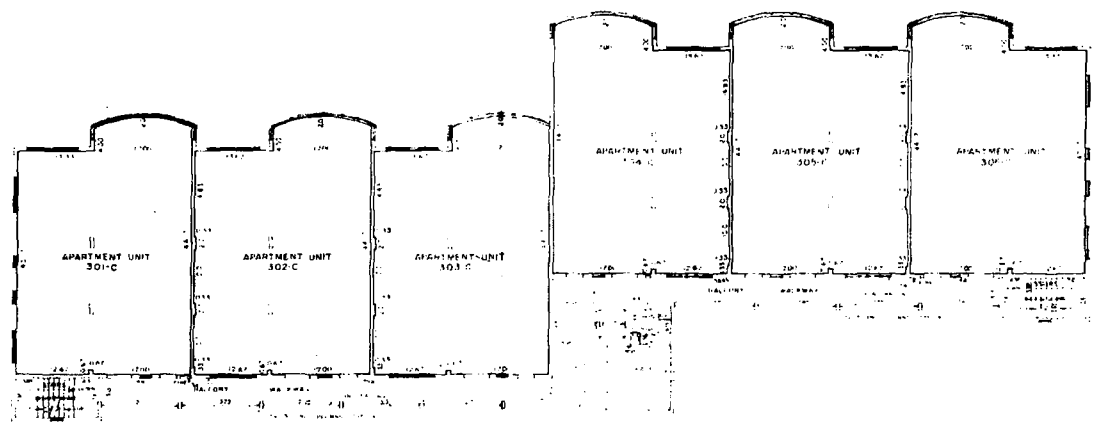
McLAUGHLIN ENGINEERING, INC.  
By \_\_\_\_\_  
Joseph M. McLaughlin, Registered Land Surveyor No. 2021  
State of Florida

<b>GROUND FLOOR PLAN</b> (CENTRAL BUILDING) HERITAGE LANDINGS, A CONDOMINIUM	
McLAUGHLIN ENGINEERING, INC. 401 N. 3RD AVENUE MIAMI, FLORIDA	
Drawn: R.L.H.	DATE: 10-23-75
Checked: J.F.H.	SCALE: 1" = 6' JOB No. W-4672      DWG. No. CE-282-16



Instr# 115812379 , Page 37 of 65

EXHIBIT I  
SURVEY AND DESCRIPTION OF IMPROVEMENTS  
PAGE 9  
ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
By KARAN CORPORATION



**DESCRIPTION OF THE UNITS.**

Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which same are hereby made a part of the Common Elements. Each Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including glass for, paint and wall paper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, so long as within a Unit shall be covered with any hard surface material (such as ceramic tile, stone or terrazzo) except floors in the kitchen or bathrooms of such Unit.

Elevations in feet are based on U.S.A. B.M. 54 Mean Sea Level datum. The third floor includes six (6) units having the following elevations:

- Lower limit of Units: 238.1
- Upper limit of Units: 31.96

Horizontal Unit boundaries shown by heavier solid line delineated thus: \_\_\_\_\_

**DESCRIPTION OF LIMITED COMMON ELEMENTS.**

Limited Common Elements means all of the improvements and Elements which have been reserved for the use of certain units only to the exclusion of other units.

**DESCRIPTION OF COMMON ELEMENTS.**

- Common Elements include the following items:
1. The land, in which the improvements here described are situated and included in the Condominium, its parts, interests, appurtenances and appurtenances, together with the improvements and appurtenances thereon.
  2. All parts of the improvements described in this Declaration which are not included in the description of any of the Units.
  3. All improvements, including but not limited to, the building and appurtenances thereon, for the furnishing of utility services to and within the Common Elements.
  4. An easement of support in every part of the land and improvements thereon for the support of the Condominium building.
  5. Installations for the furnishing of utility and other services to and within the Common Elements, as a part of the improvements described in this Declaration.
  6. The property and installations, including the improvements and the furnishing of services to more than one Unit, the Common Elements.
  7. Parking spaces, the use of which shall be as provided in the Declaration.

**CERTIFICATE**  
This certificate made this 23rd day of October, 1979, by the undersigned surveyor, after a made pursuant to the provisions of Section 710B(1)(a) of the Florida Statutes, as amended, and a review of the attached survey plan, descriptions and floor plans, together with the working certificate of the Declaration of Condominium, relating to matters of survey, is a correct representation thereof, and that the construction of the improvements described is a correct representation of the improvements described, and further that such matters thereon can be determined therefrom the identification and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE I AND II, S., a condominium located in Broward County, Florida.

MEL A. HULLIN ENGINEERING CO.  
By: \_\_\_\_\_  
State of Florida

**NOTES**  
The floor plans and elevations are compiled from plans and data supplied by F. Louis WORTH, A.I.A. Architect, 1400 N.W. 56th Ave., Ft. Lauderdale, Florida, and supplemented by a field and survey of the improvements.

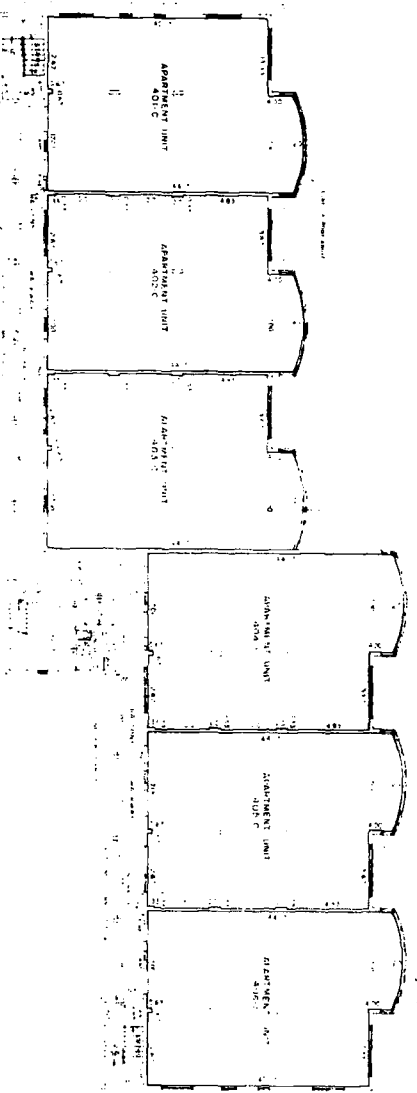
**THIRD FLOOR PLAN**  
**(CENTRAL BUILDING)**  
**HERITAGE LANDINGS, A CONDOMINIUM**

MEL A. HULLIN ENGINEERING CO.  
420 N. 3RD AVENUE  
FORT LAUDERDALE, FLORIDA

SCALE: 1/8" = 1'-0" (SEE PLAN)  
DWG. NO. CE 282/18

0553 PAGE 612

**EXHIBIT I**  
 SURVEY AND DESCRIPTION OF IMPROVEMENTS  
 PAGE 10  
 ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
 By KARAN CORPORATION



**DESCRIPTION OF THE UNITS**

The units are described as follows: Apartment Unit 401-C, Apartment Unit 402-C, Apartment Unit 403-C, Apartment Unit 404-C, and Apartment Unit 405-C. Each unit is a self-contained living space with its own kitchen, bathroom, and bedroom. The units are located on the fourth floor of the building and are separated by common walls and floors. The units are numbered sequentially from 401-C to 405-C from west to east.

**GENERAL NOTES**

1. The units are shown as they exist on the date of this survey. Any changes or improvements made since the date of this survey are not shown. 2. The units are shown as they exist on the date of this survey. Any changes or improvements made since the date of this survey are not shown. 3. The units are shown as they exist on the date of this survey. Any changes or improvements made since the date of this survey are not shown.

**GENERAL NOTE**

The units are shown as they exist on the date of this survey. Any changes or improvements made since the date of this survey are not shown. The units are shown as they exist on the date of this survey. Any changes or improvements made since the date of this survey are not shown.

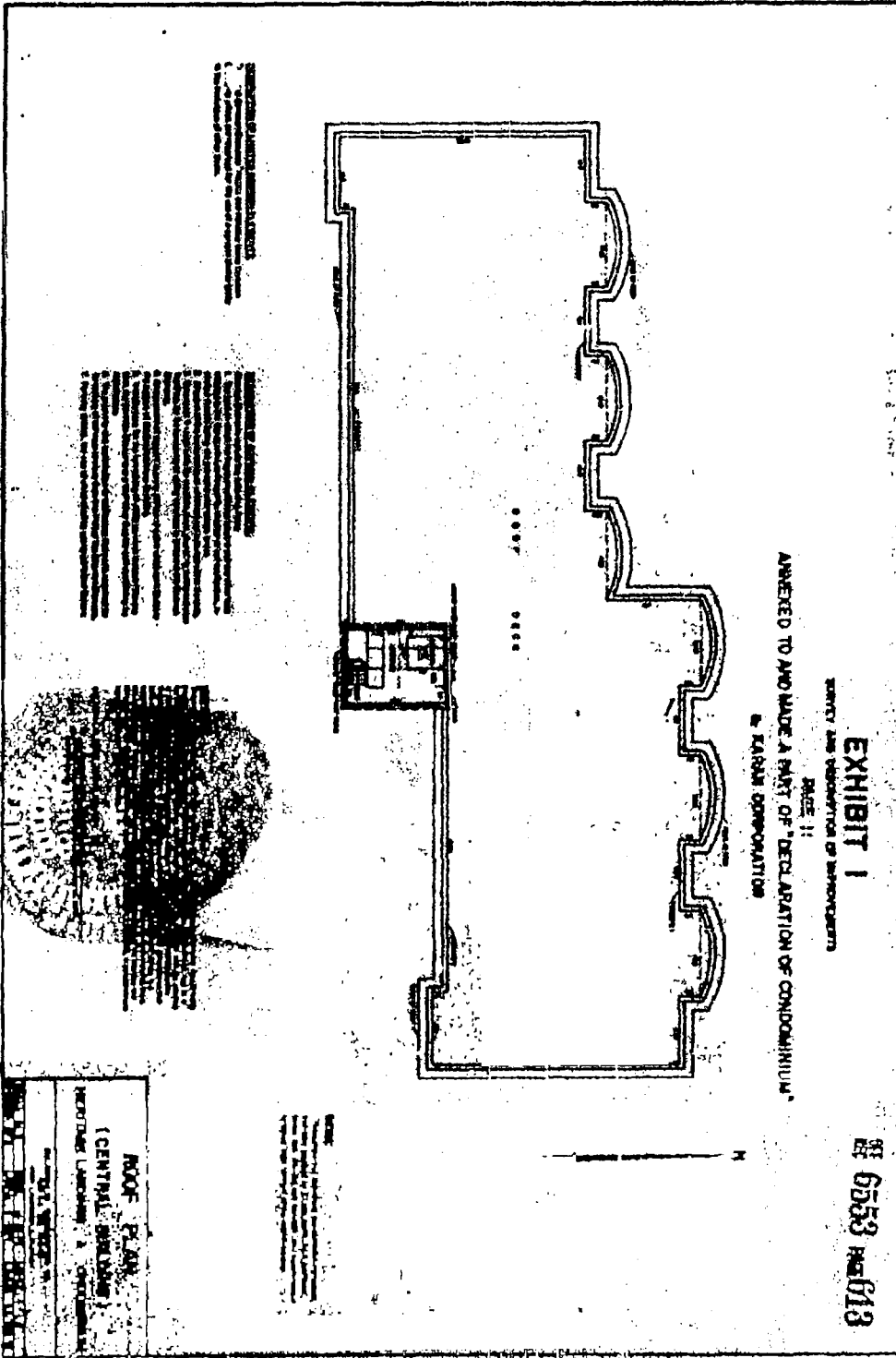
**NOTES**

1. The units are shown as they exist on the date of this survey. Any changes or improvements made since the date of this survey are not shown. 2. The units are shown as they exist on the date of this survey. Any changes or improvements made since the date of this survey are not shown.

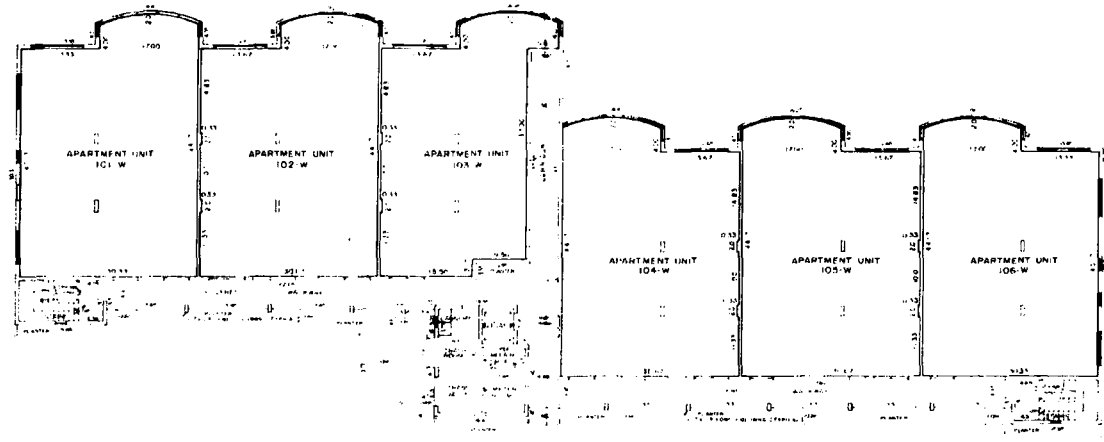
**FOURTH FLOOR PLAN**  
 (CENTRAL BUILDING)  
 HERITAGE LANDINGS, A CONDOMINIUM

DATE	BY	CHECKED	DATE
11/15/83	J. L. ...	J. L. ...	11/15/83

MR. AUDREY ENGINEERING CO.  
 1111 ...  
 ...



**EXHIBIT I**  
 SURVEY AND DESCRIPTION OF IMPROVEMENTS  
 PAGE 12  
 ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
 By **KARAN CORPORATION**



**DESCRIPTION OF THE UNITS**

Each Unit Owner shall not own the unadorned or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit, nor shall he own pipes, wires, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which forms or are made a part of the Common Elements. Said Owner, however, shall own the walls and panels which are contiguous within his unit and under decorative or finished surfaces of the perimeter walls, floors and ceilings, including joint or panel and wallpaper surfaces in the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit. No flag within Unit shall be covered with any hard surface material such as ceramic tile, stone or terrazzo except those in the kitchen or bathroom of each unit.

Dimensions in feet are based on U.S.C. & G. Mean Sea Level datum. The ground floor includes a (6) inch slab having the following elevations:

Upper limit of Units 101-106

Horizontal Unit boundaries shown by heavier solid line delineated thus: \_\_\_\_\_

**DESCRIPTION OF LIMITED COMMON ELEMENTS**

Limited Common Elements means and includes the common elements which are reserved for the use of a particular unit or units to the exclusion of other units.

**DESCRIPTION OF COMMON ELEMENTS**

- Common Elements include the following items:
1. The land on which the improvements are situated, whether and included in the Declaration, respects whether or not such items are located thereon during the period of the plan.
  2. All parts of the improvements, all parts of the building, the units, and systems, including but not limited to, plumbing, wiring and other systems, for the furnishing of utility services to and for the common elements.
  3. An easement or support necessary for the use of the improvements to the support of the condominium building.
  4. In addition, for the furnishing of utility services, including but not limited to, the common elements or unit other than the unit containing the improvements.
  5. The painting and installation of common elements to be required for furnishing of services to more than one unit or the Common Elements.
  6. Anything else the use of which shall be reserved to all Owners.

**NOTES**

These plans and elevations are compiled from plans and data supplied by F. Louis Wolff, A.I.A. Architect, Comm. Exp. 1-6, 8-11 and 8-6-4-2, and supplemented by actual field surveys of the improvements.

**CERTIFICATE**

This certificate made the 23rd day of October, 1975, by the undersigned surveying firm is made pursuant to the provisions of Section 700(1)(c) of the Florida Statutes, as amended, and is a certification that the attached surveying, description and floor plans, together with the recording of the Declaration of Condominium, relating to matters of survey, is a correct representation thereof, and that the construction of the improvements described is sufficiently complete so that such facts, together with the attached drawings, descriptions, relating to matters of survey, is a correct representation of the improvements described, and further that with such material there can be determined, therefore, the identification and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium, located in Broward County, Florida.

MCLAUGHLIN ENGINEERING CO.  
 By \_\_\_\_\_  
 Registered Land Surveyor No. 2021  
 State of Florida

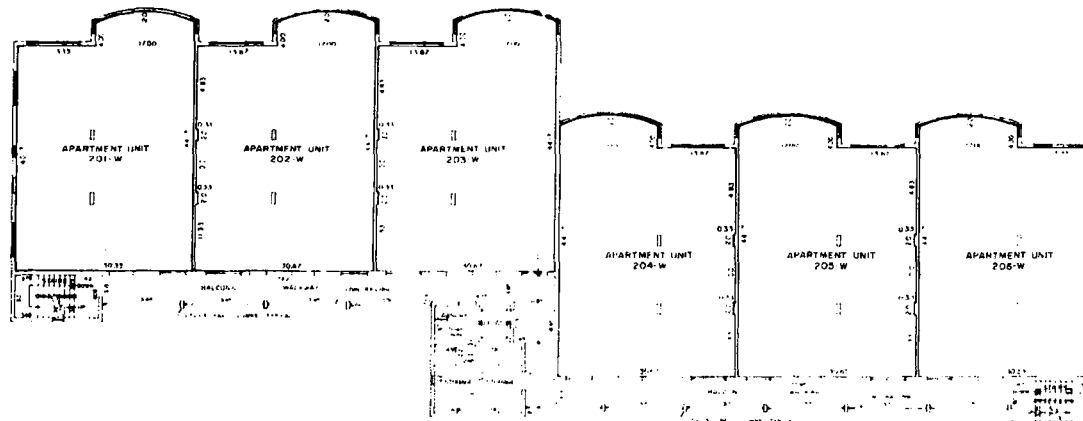
**GROUND FLOOR PLAN  
 (WEST BUILDING)  
 HERITAGE LANDINGS, A CONDOMINIUM**

MCLAUGHLIN ENGINEERING CO.  
 400 N.E. 3RD AVENUE  
 FORT LAUDERDALE, FLORIDA

DRAWN N.L.B.	DATE 10-25-75	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO. K-4672	DWG. NO. CE 292-16



**EXHIBIT I**  
 SURVEY AND DESCRIPTION OF IMPROVEMENTS  
 PAGE 13  
 ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
 By KARAN CORPORATION



**DESCRIPTION OF THE UNITS**

Each Unit Owner shall not own the underlaid or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit nor shall he own pipes, grates, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and may decorate or finish surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit. No floor within a Unit shall be covered with any hard surface material (such as ceramic tile, stone or terrazzo) except floors in the kitchen or bathrooms of each Unit.

Elevations (in feet) are based on F.T.C. B. 100 Mean First Level datum. The up and floor includes the finished living level.

Lower limit of Unit 19.22  
 Upper limit of Unit 23.59

Horizontal Unit Boundaries shown by heavier lines. The dashed lines are not shown.

**DESCRIPTION OF LIMITED COMMON ELEMENTS**

Limited Common Elements (hereinafter referred to as Limited Common Elements) which are reserved for the use of a certain unit or units to the exclusion of other Units.

**DESCRIPTION OF COMMON ELEMENTS**

1. The land upon which the improvements are located together and included in the Condominium Property, whether or not the title is included therein being the parcel as shown on the plat.
2. All parts of the improvements which shall be used in common by all the units, including, through units, the roof, stairs, plant, air conditioning and other facilities for the furnishing of utility services to each of the units.
3. An easement of support in every part of the building to be constructed in support of the Condominium Building.
4. Installations for the furnishing of utility services to each of the units, the Common Elements and other parts of the building including the installation.
5. The property and installations, in common, which are with required for the furnishing of services to the units and for the improvement elements.
6. The building and the use of water shall be as shown on the plat.

**CERTIFICATE**

This certificate, made this 23rd day of October, 1975, by the undersigned surveying firm, is made pursuant to the provisions of Section 211.06(1)(a) of the Florida Statutes, as amended, and is a declaration that the attached survey map, description and floor plans, together with the wording of the Declaration of Condominium, relating to Heritage Landings, a condominium, are a correct representation of the improvements described in the Declaration of Condominium, and that the construction of the improvements described in the Declaration of Condominium, together with the wording of the Declaration of Condominium, relating to Heritage Landings, a condominium, can be determined therefrom. The identification and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium, located in Broward County, Florida.

MCLAUGHLIN ENGINEERING CO.  
 By \_\_\_\_\_  
 State of Florida

**NOTES**

These plans, specifications and notes are compiled from plans and data supplied by F. Louis Wolff, A.I.A. Architect, License Nos. 44-2 and 66-465, and supplemented by actual field surveys of the improvements.

**SECOND FLOOR PLAN**  
 (WEST BUILDING)  
 HERITAGE LANDINGS, A CONDOMINIUM

MCLAUGHLIN ENGINEERING CO.  
 400 N.E. 3RD AVENUE  
 FORT LAUDERDALE, FLORIDA

DRAWN: A.L.B. DATE: 10-23-75 SCALE: 1" = 8'  
 CHECKED: T.P.B. CONC'D: K.F.E. DATE: NOV. 6, 1975 DWG. NO. CE 282-16

# EXHIBIT I

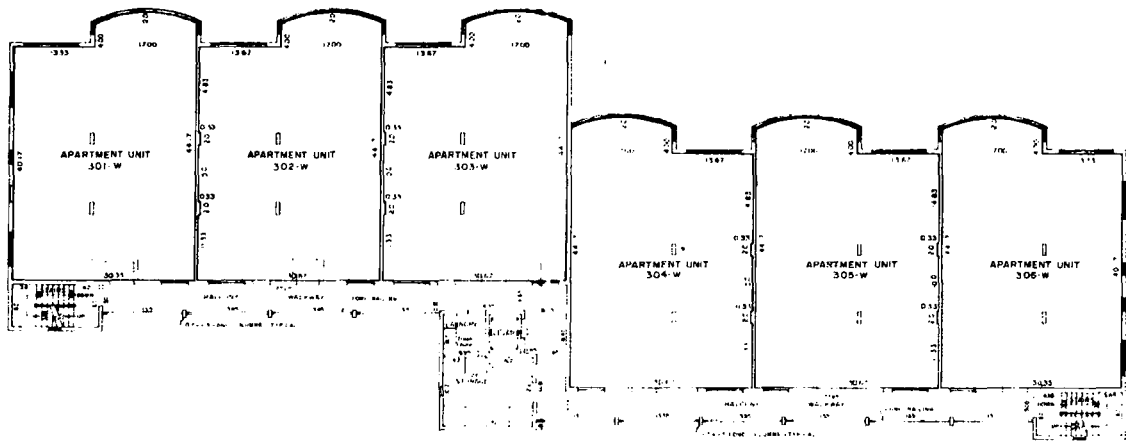
SURVEY AND DESCRIPTION OF IMPROVEMENTS

PAGE 14

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"

By KARAN CORPORATION

6553 PAGE 616



**DESCRIPTION OF THE UNITS.**  
 Each Unit Owner shall own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit. No floor within a Unit shall be covered with any hard surface material such as ceramic tile, stone or terrazzo except floors in the kitchen or bathrooms of each Unit.

Elevations (in feet) are based on U.S.C. & G.S. Mean Sea Level datum. The Third Floor includes six (6) Units having the following elevations:

- Lower limit of Units: 23.89
- Upper limit of Units: 32.00

Horizontal Unit boundaries shown by heavier solid line delineated thus: \_\_\_\_\_

**DESCRIPTION OF LIMITED COMMON ELEMENTS.**  
 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of other Units.

**DESCRIPTION OF COMMON ELEMENTS.**

- Common Elements include the following items:
1. The land on which the improvements are made, and any other land included in the Condominium Property, whether or not previously included therein being the part and parcel shown on the plat.
  2. All parts of the improvements which are not included within the Units.
  3. Easements through Units for conduits, ducts, pipes, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.
  4. An easement of support in every part of a wall or other structure in the support of the Condominium Building.
  5. Installations for the furnishing of utility services to more than one Unit, the Common Elements or a structure other than a Unit containing no installation.
  6. The structure and installation in connection with the furnishing of services to more than one Unit or the Common Elements.
  7. Parking spaces, the use of which shall be assigned by Unit Owners.

**CERTIFICATE**  
 This certificate made this 23rd day of October, 1975, by the undersigned surveying firm is made pursuant to the provisions of Section 7108.12(1) of the Florida Statutes, as amended, and is a certificate that the attached survey plan, description and floor plans, together with the wording of the Declaration of Condominium, relating to matters of survey, is a correct representation thereof and that the construction of the improvements described is sufficiently complete so that such material, together with the wording of the Declaration, relating to matters of survey, is a correct representation of the improvements described, and further that with such material there can be determined therefrom the identification and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium located in Broward County, Florida.

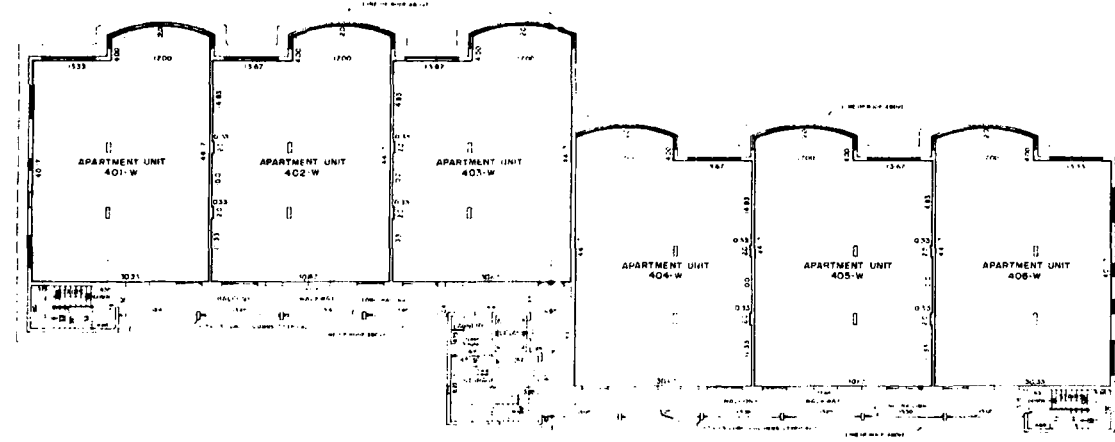
McLAUGHLIN ENGINEERING CO. P. O. BOX 100  
 Fort Lauderdale, Florida 33301  
 State of Florida

**NOTES**  
 These plans and elevations are compiled from plans and data supplied by F. Louis Wolff, A.I.A. Architect, Room Nos. 64, 412 and 66-465, and supplemented by ground and surveys of the improvements.

<b>THIRD FLOOR PLAN</b>		
(WEST BUILDING)		
HERITAGE LANDINGS, A CONDOMINIUM		
McLAUGHLIN ENGINEERING CO. 400 N.E. 2ND AVENUE FORT LAUDERDALE, FLORIDA		
DRAWN: A.L.B.	DATE: 10-23-75	SCALE: 1" = 8'
CHECKED: D.F.B.	JOB No. K-4672	DWG No. CE 282-16

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**EXHIBIT I**  
 SURVEY AND DESCRIPTION OF IMPROVEMENTS  
 PAGE 15  
 ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
 by KARAN CORPORATION



**DESCRIPTION OF THE UNITS.**  
 Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit, nor shall he own pipes, wires, conduits or other public utility lines running through his Unit which are utilized for or serve more than one Unit which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wall paper down to the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit. No floor within a Unit shall be covered with any hard surface material (such as ceramic tile, stone or terrazzo) except floors in the bathroom of each Unit.

Elevations (in feet) are based on U.S.C. & G.S. Mean Sea Level datum. The fourth floor includes six (6) Units having the following elevations:  
 Lower limit of Units 32.58  
 Upper limit of Units 40.78

Horizontal Unit boundaries shown by heavier solid line delineated thus: \_\_\_\_\_

**DESCRIPTION OF LIMITED COMMON ELEMENTS:**  
 Limited Common Elements include the following items:  
 1. The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous, included therein being the ground on which located;  
 2. All parts of the improvements which are not in, on, or under the Unit;  
 3. Passageways through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit and the Common Elements;  
 4. An easement of support in every portion of a Unit which contributes the support of the Condominium Building;  
 5. Installations for the furnishing of utility services to more than one Unit, the Common Elements or any other part not containing the installation;  
 6. The property and installation in connection therewith required for furnishing of services to more than one Unit or the Common Elements;  
 7. Parking spaces, the use of which shall be designated by the Owners.

**CERTIFICATE**  
 This certificate made this 23rd day of October, 1975, by the undersigned surveying firm is made pursuant to the provisions of Section 71.08 (2)(a) of the Florida Statutes, as amended, and is to certify that the attached survey plan, description and improvements, together with the wording of the Declaration of Condominium hereon, is a correct representation thereof, and that the construction of the improvements described herein is in conformity with such such material, together with the wording of the Declaration, relating to matters of survey, is a correct representation of the improvements described and further that with such material there can be determined therefrom the identification and accurate identification of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium located in Broward County, Florida.

MCLAUGHLIN ENGINEERING CO.  
 By \_\_\_\_\_  
 State of Florida

**NOTES**  
 These plans and elevations are compiled from plans and data supplied by F. Louis Wolff, A. A. Architect, Comm. Nos. 66-412 and 66-465, and supplemented by actual field surveys of the improvements.

**FOURTH FLOOR PLAN  
 (WEST BUILDING)  
 HERITAGE LANDINGS, A CONDOMINIUM**

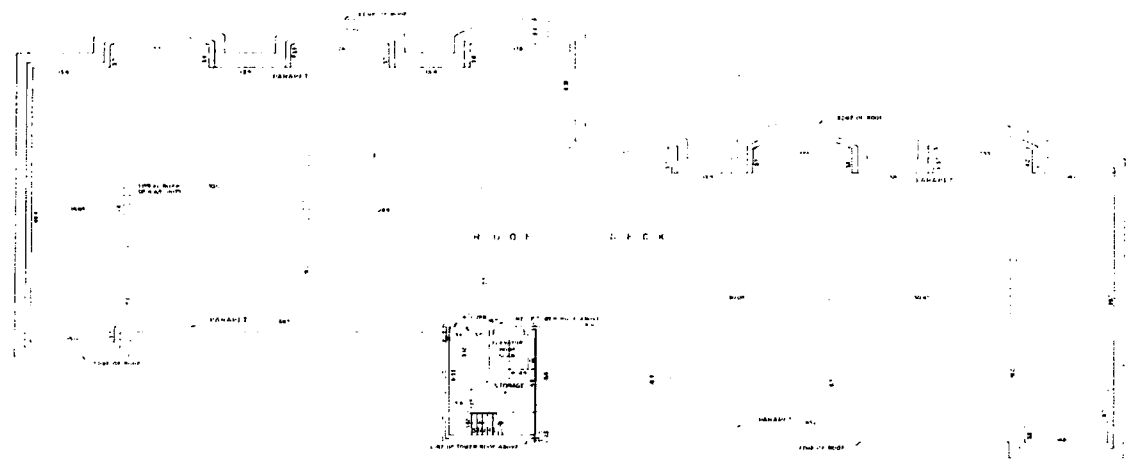
MCLAUGHLIN ENGINEERING CO.  
 400 N.E. 34th AVENUE  
 FORT LAUDERDALE, FLORIDA

DRAWN R.L.B.	DATE 10-23-75	SCALE 1" = 8'
CHECKED O.P.B.	JOB No. C-76-7	DWG. No. CE 292-16

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**EXHIBIT I**  
SURVEY AND DESCRIPTION OF IMPROVEMENTS  
PAGE 16

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"  
By **KARAN CORPORATION**



**DESCRIPTION OF LIMITED COMMON ELEMENTS**  
Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain unit or units to the exclusion of other Units.

- DESCRIPTION OF COMMON ELEMENTS**  
Common Elements include the following items:
1. The land on which the improvements are located and any other land included therein being the pool and recreation areas.
  2. All parts of the improvements which are not included within the Units.
  3. Easements through Units for conduits, ducts, plumbing, wiring or other fixtures for the furnishing of utility services to Units and the Common Elements.
  4. An easement of support in every portion of a Unit which contributes to the support of the Condominium Building.
  5. Installations for the furnishing of utility services to more than one Unit, the Common Elements or a third party other than the Unit containing the installation.
  6. The property and installation in connection therewith require for the furnishing of services to more than one Unit or the Common Elements.
  7. Parking spaces, the use of which shall be assigned to Unit Owners.

**CERTIFICATE**  
This Certificate made this 13th day of October, 1975, by the undersigned surveying firm is made pursuant to the provisions of Section 71.081(1)(a) of the Florida Statutes, as amended, and is a certification that the attached survey plan, descriptions and floor plans, together with the wording of the Declaration of Condominium, relating to matters of survey, is a correct representation thereof, and that the construction of the improvements described is sufficiently complete so that such matters, together with the wording of the Declaration, relating to matters of survey, is a correct representation of the improvements described, and further that with such matters there can be determined therefrom the identification and accurate representation of the location and dimensions of the common elements and of each unit of HERITAGE LANDINGS, a condominium located in Broward County, Florida.

M. JARSHIN ENGINEERING CO.  
By: *[Signature]*  
James M. Jarshin, Registered Land Surveyor No. 2021  
State of Florida

**NOTES**  
These plans and elevations are compiled from plans and data supplied by F. Louis Wolff, A.I.A. Architect, Civil Nos. 66-412 and 66-465, and supplemented by actual field surveys of the improvements.

**ROOF PLAN**  
**(WEST BUILDING)**  
**HERITAGE LANDINGS, A CONDOMINIUM**

MCLAUGHLIN ENGINEERING CO.  
400 N.E. 3RD AVENUE  
FORT LAUDERDALE, FLORIDA

DRAWN: R.L.B.	DATE: 10-23-75	SCALE: 1" = 8'
CHECKED: D.F.B.	JOB No. K-4672	DWG No. CE 282-16

EXHIBIT 2

ARTICLES OF INCORPORATION  
OF  
HERITAGE LANDINGS ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I

The name of the proposed corporation shall be:  
HERITAGE LANDINGS ASSOCIATION, INC.  
(hereinafter referred to as the "ASSOCIATION")

II

The purposes and objects of the ASSOCIATION shall be to administer the operation and management of HERITAGE LANDINGS, A CONDOMINIUM, (hereinafter referred to as the "CONDOMINIUM") to be established in accordance with the Condominium Act of the State of Florida upon that certain parcel of property, situate, lying and being in Broward County, Florida, more specifically described as:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 19,  
THE LANDINGS FIRST SECTION, according to the  
Plat thereof recorded in Plat Book 56, Page  
4, of the Public Records of Broward County,  
Florida; Together with: Lot 28 and Lot 27  
less the East 63 feet four inches thereof,  
in Block 4 of Coral Ridge Commercial Boulevard  
Addition according to the plat thereof recorded  
in Plat Book 43, Page 13, of the Public Records  
of Broward County, Florida;

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Broward County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of Condominium

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ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said CONDOMINIUM. The ASSOCIATION shall be conducted as a non-profit organization for the benefit of its members, and no part of the income of the ASSOCIATION shall be distributed to its Members, Directors or Officers.

III

The ASSOCIATION shall have the following powers:

1. The ASSOCIATION shall have all of the powers and privileges granted to Corporations Not for Profit under the laws of the State of Florida.
2. The ASSOCIATION shall have all of the powers reasonably necessary to implement and effectuate the purposes of the ASSOCIATION, including but not limited to the following:
  - (a) To make and establish reasonable rules and regulations governing the use of UNITS and COMMON ELEMENTS in the CONDOMINIUM as said terms may be defined in said Declaration of Condominium to be recorded.
  - (b) To levy and collect assessments against members of the ASSOCIATION to defray the common expenses of the CONDOMINIUM as may be provided in said Declaration of Condominium and in the By-Laws of this ASSOCIATION which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including UNITS in CONDOMINIUM, which may be necessary or convenient in the operation and management of CONDOMINIUM and in accomplishing the purposes set forth in said Declaration of Condominium.
  - (c) To maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the CONDOMINIUM property.
  - (d) To contract for the management of the CONDOMINIUM and to delegate to such manager all of the powers and duties of the ASSOCIATION except those which may be required by the Declaration of

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Condominium to have approval of the Board of Directors or Membership of the ASSOCIATION.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the ASSOCIATION which may be hereafter adopted, and the rules and regulations governing the use of said CONDOMINIUM as same may be hereafter established.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the ASSOCIATION pursuant to the Declaration of Condominium aforementioned.

IV

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all UNITS in CONDOMINIUM shall be members of the ASSOCIATION, and no other persons or entities shall be entitled to membership, except as provided in item (5) of Article IV.

2. Membership shall be established by the acquisition of fee title to a UNIT in CONDOMINIUM, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or entire fee ownership interest in any UNIT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more UNITS, or who may own a fee ownership interest in two or more UNITS, so long as such party shall retain title to or a fee ownership interest in any UNIT.

3. The interest of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his UNIT. The funds and assets of the ASSOCIATION shall belong solely to the ASSOCIATION subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized

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herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each UNIT in CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each UNIT in such manner as may be provided in the By-Laws hereafter adopted by the ASSOCIATION. Should any member own more than one UNIT, such member shall be entitled to exercise or cast as many votes as he owns UNITS, in the manner provided by said By-Laws.

5. Until such time as the property described in Article II hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of Condominium ownership by the recordation of said Declaration of Condominium, the Membership of the ASSOCIATION shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

V

The ASSOCIATION shall have perpetual existence.

VI

The principal office of the ASSOCIATION shall be located at Suite 103, 3031 N.E. 51 Street, Fort Lauderdale, Florida 33308,

but the ASSOCIATION may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The principal office may be changed from time to time by the Board of Directors.

VII

The affairs of the ASSOCIATION shall be managed by the President of the ASSOCIATION assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of

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the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the CONDOMINIUM, and the affairs of the ASSOCIATION, and any such person or entity may be so employed without regard to whether such person or entity is a member of the ASSOCIATION or a Director or Officer of the ASSOCIATION, as the case may be.

VIII

The number of members of the Board of Directors of the ASSOCIATION shall be not less than three (3) nor more than seven (7). The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the ASSOCIATION. The members of the Board of Directors shall be elected by the members of the ASSOCIATION at the Annual Meeting of the membership as provided by the By-Laws of the ASSOCIATION, and at least a majority of the Board of Directors shall be members of the ASSOCIATION or shall be authorized representatives, officers or employees of a corporate member of the ASSOCIATION. Notwithstanding the foregoing, KARAN CORPORATION (hereinafter referred to as the "DEVELOPER") shall be entitled to designate and select all members of the Board of Directors of ASSOCIATION other than those entitled to be elected by the UNIT Owners other than the DEVELOPER as hereinafter provided. When UNIT Owners other than the DEVELOPER own fifteen percent (15%) or more of the UNITS that will be operated ultimately by the ASSOCIATION, the UNIT Owners other than the DEVELOPER shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of ASSOCIATION. UNIT Owners other than the DEVELOPER shall be entitled to elect not less than a majority of the members of the Board of Directors of ASSOCIATION three (3) years after sales by the DEVELOPER have been closed of fifty percent (50%) of the UNITS that will be operated ultimately by the ASSOCIATION or three (3) months after sales have been closed by the DEVELOPER of ninety percent (90%) of the UNITS that will be operated

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ultimately by the ASSOCIATION, or when all of the UNITS that will be operated ultimately by the ASSOCIATION have been completed and some of them have been sold and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever shall first occur. The DEVELOPER shall be entitled to elect not less than one (1) member of the Board of Directors of ASSOCIATION as long as the DEVELOPER holds for sale in the ordinary course of business any UNITS in the CONDOMINIUM.

Whenever the DEVELOPER shall be entitled to designate and select any person or persons to serve on any Board of Directors of ASSOCIATION, the manner in which such person or persons shall be designated shall be as provided in the By-Laws of ASSOCIATION, and the DEVELOPER shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by the DEVELOPER need not be a resident in the CONDOMINIUM.

IX

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida,

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shall hold office for the first year of the ASSOCIATION'S existence, or until their successors are elected and have qualified, are as follows:

NAME	ADDRESS
GORDON L. HEATON	Suite 103, 3031 N.E. 51 Street Fort Lauderdale, Florida 33308
JOHN GARLAND	Suite 103, 3031 N.E. 51 Street Fort Lauderdale, Florida 33308
NANCY L. WARNER	Suite 103, 3031 N.E. 51 Street Fort Lauderdale, Florida 33308

XI

The Subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Directors of the ASSOCIATION, the names of which Subscribers and their respective Post Office addresses are more particularly set forth in Article X above.

XII

The Officers of the ASSOCIATION who shall serve until the first election under these Articles of Incorporation shall be the following:

PRESIDENT	GORDON L. HEATON Suite 103, 3031 N.E. 51 Street Fort Lauderdale, Florida 33308
VICE PRESIDENT	JOHN GARLAND Suite 103, 3031 N.E. 51 Street Fort Lauderdale, Florida 33308
SECRETARY-TREASURER	NANCY L. WARNER Suite 103, 3031 N.E. 51 Street Fort Lauderdale, Florida 33308

XIII

The original By-Laws of the ASSOCIATION shall be adopted by a majority vote of the members of the ASSOCIATION present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.

XIV

Every Director and every Officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon

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him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the ASSOCIATION, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

XV

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of the ASSOCIATION owning a majority of the UNITS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the ASSOCIATION or other Officer of the ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting stating the time and place of the Meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his Post Office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the ASSOCIATION, whether before or

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after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than three-fourths (3/4ths) of the UNITS in the CONDOMINIUM in order for such Amendment or Amendments to become effective. Thereupon such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and said Amendment or Amendments shall be set forth in or annexed to a duly adopted Amendment to the Declaration of Condominium and recorded in the Public Records of Broward County, Florida. At any Meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the ASSOCIATION shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such Meeting.

XVI

The street address of the initial registered office of this Corporation is Suite 103, 3031 N.E. 51 Street, Fort Lauderdale, Florida 33308 and the name of the initial registered agent of this Corporation at that address is GORDON L. HEATON. The registered agent designated herein shall also be deemed to be the resident agent, at the same address, for the service of process as required by Section 48.091 of the Florida Statutes.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 14<sup>th</sup> day of March, 1976.

Gordon L. Heaton  
GORDON L. HEATON  
John Garland  
JOHN GARLAND  
Nancy L. Warner  
NANCY L. WARNER

I hereby accept the designation as registered agent and as resident agent on whom process may be served on the above stated Corporation, and I agree to comply with

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the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said office.

Gordon L. Heaton  
GORDON L. HEATON

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this the 12<sup>th</sup> day of March, 1976, personally came and appeared before me, the undersigned authority, GORDON L. HEATON to me well known to be the person described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth and expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

Marie Montano  
Notary Public

My Commission Expires:  
12/9/77

IMPRESSION SEAL

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this the 12<sup>th</sup> day of March, 1976, personally came and appeared before me, the undersigned authority, JOHN GARLAND, to me well known to be the person described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth and expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

Marie Montano  
Notary Public

My Commission Expires:  
12/9/77

IMPRESSION SEAL

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STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this the 1st day of March,  
1976, personally came and appeared before me, the undersigned  
authority, NANCY L. WARNER, to me well known to be the person  
described in and who executed the foregoing instrument, and she  
acknowledged to and before me that she executed the same as her  
free and voluntary act and deed for the uses and purposes set  
forth and expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal the day and year above written.

*Nancy L. Warner*  
Notary Public

My Commission Expires:

12/31/79

IMPRESSION SEAL

EXHIBIT 3

RESTATED BY-LAWS  
OF

HERITAGE LANDINGS ASSOCIATION, INC  
A corporation not for profit under  
the laws of the State of Florida

1. IDENTITY

These are the By-Laws of HERITAGE LANDINGS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (hereinafter called "ASSOCIATION"). ASSOCIATION has been organized for the purpose of administering the operation and management of HERITAGE LANDINGS, A CONDOMINIUM, hereinafter referred to as the "CONDOMINIUM", established or to be established in accordance with the Condominium Act of the State of Florida upon that certain parcel of property situate, lying and being in Broward County, Florida, more specifically described as follows:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, Block19, THE LANDINGS FIRST SECTION, according to the Plat thereof recorded in Plat Book 56, Page 4, of the Public Records of Broward County, Florida; Together with: Lot 28 and Lot 27 less the East 63 Feet four inches thereof, in Block 4 of Coral Ridge Commercial Boulevard Addition according to the pat thereof recorded in Plat Book 43, Page 13, of the Public Records of Broward County, Florida.

a) The provisions of these By-Laws are applicable to the CONDOMINIUM, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Broward County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

b) All present or future owners, tenants, future tenants, or their employees, or any other person that might use the CONDOMINIUM or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.

c) The office of the ASSOCIATION shall be at 3121 NE 51 Street, Fort Lauderdale, Florida 33334, or such other address as the Board of Directors may from time to time decide.

d) The fiscal year of the ASSOCIATION shall be the calendar year.

e) The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "Florida", the words "Corporation Not Profit", and the year of incorporation, an impression of which seal is as follows:



## 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the owners of a UNIT owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the UNIT and filed with the Secretary of the ASSOCIATION, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. No one person shall be designated to hold more than five (5) proxies.

e) Approval or disapproval of a UNIT owner upon any matter, whether or not the subject of an ASSOCIATION meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the UNITS represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

## 3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP

a) The Annual Members' Meeting shall be held in January of each year, the time, place and date to be designated by the Board of Directors, which meeting shall be for the purpose of electing Directors and of transacting any other business authorized by the members.

b) Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the ASSOCIATION owning a majority of the UNITS.

c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his Post Office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the

notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In addition, there shall be posted in a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days prior to said meeting. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

d) The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:

- i) The President, or, in his absence, the Vice President of ASSOCIATION shall be the Chairman of the meeting.
- ii) Calling of the roll and certifying of proxies.
- iii) Proof of notice of meeting or waiver of notice.
- iv) Reading and disposal of any unapproved minutes.
- v) Reports of Officers.
- vi) Reports of Committees.
- vii) Election of Inspectors of Election.
- viii) Election of Directors.
- ix) Unfinished business.
- x) New business.
- xi) Adjournment.

#### 4. BOARD OF DIRECTORS

a) The Board of Directors of the ASSOCIATION shall consist of five (5) persons. All Directors shall be members of the ASSOCIATION, or shall be authorized representatives, officers or employees of a corporate member of the ASSOCIATION.

b) Election of Directors shall be conducted in the following manner:

i) DEVELOPER shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select, if any, in accordance with the provisions of these By-Laws, and upon such designation and selection by DEVELOPER by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Directors of the ASSOCIATION, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

ii) All members of the Board of Directors who DEVELOPER shall not be entitled to designate and select under the terms and provisions of the By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and selection of the members of the Board of Directors who DEVELOPER shall be entitled to designate and select.

iii) Vacancies occurring on the Board of Directors before the expiration of a term may be filled until the date of the next Annual Meeting by the affirmative vote of the majority of the remaining Directors.

iv) Beginning with the 2020 Annual Meeting, the two (2) candidates with the highest number of votes shall serve two (2) year terms, and the three (3) candidates with the next highest number of votes shall serve one (1) year terms. Thereafter, every odd year, commencing in 2021, three (3) Directors shall be elected for one (1) year terms, unless otherwise provided herein. Every even year, commencing with 2022, five (5) Directors shall be elected with the two (2) candidates who receive the highest number of votes serving for two (2) years and the other three (3) candidates serving one (1) year terms. On the year that five (5) Directors are elected, if the number of candidates equals or is less than the number of vacancies, a majority of the Board shall decide which candidates shall serve two (2) year terms and which shall serve one (1) year terms. If a majority of the Board cannot decide the issue, an election shall be conducted in accordance with Chapter 718, F.S., as amended from time to time, to determine the term that shall be served by each Director.

If a Director who serves a two (2) year term resigns or is otherwise removed from the Board during the first year of his or her term, any individual appointed by the Board to fill that vacant seat shall only serve for the remainder of the first year of the two (2) year term, at which point the term of such appointed Director shall expire. The seat shall then be up for election at the next Annual Meeting, for one-year term.

v) In the election of Directors, there shall be appurtenant to each UNIT as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any UNIT may cast more than one (1) vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

vi) In the event that DEVELOPER in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of ASSOCIATION, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by DEVELOPER to serve on any Board of Directors of the ASSOCIATION shall be made by written instrument delivered to any officer of the ASSOCIATION, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to any officer of the ASSOCIATION.

c) The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

d) Regular meetings of the Board of Directors may be held at such time and places as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings of the Board of Directors shall be open to all UNIT owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of UNIT owners except in an emergency.

e) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days'

notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

g) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

h) The Presiding Officer of Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

i) No fee or compensation shall be paid to any Director for any services rendered to the Association.

j) All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the ASSOCIATION, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

i) To make, levy and collect assessments against members and members' UNITS to defray the costs of the CONDOMINIUM, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the ASSOCIATION;

ii) The maintenance, repair, replacement, operation, and management of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its members;

iii) The reconstruction of improvements after casualty and the further improvement of the property, real and personal, specifically including the right to construct additional parking facilities on property owned or leased by the ASSOCIATION;

iv) To make and amend regulations governing the use of the property, real and personal, in the CONDOMINIUM, so long as such regulations and amendments thereto do no conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

v) To approve or disapprove proposed purchasers and lessees of UNITS in the manner specified in the Declaration of Condominium;

vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including UNITS in the CONDOMINIUM as may be necessary or convenient in the operation and management of the CONDOMINIUM, and in accomplishing the purposes set forth in the Declaration of Condominium;

vii) To contract for the management of the CONDOMINIUM and to delegate to such Manager all of the powers and duties of the ASSOCIATION, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the ASSOCIATION;

viii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the ASSOCIATION, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the property in the CONDOMINIUM;

ix) To pay all taxes and assessments which are liens against any part of the CONDOMINIUM other than UNITS and the appurtenances thereto, and to assess the same against the members and their respective UNITS subject to such liens;

x) To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability;

xi) To pay all costs of power, water, sewer and other utility services rendered to the CONDOMINIUM and not billed to the owners of the separate UNITS; and

xii) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the ASSOCIATION;

xiii) To promulgate rules and regulations and establish procedures relating to the use of COMMON ELEMENTS of the CONDOMINIUM, including the right to assign one or more parking spaces to the exclusive use of an Owner of a UNIT and to control the usage of available docking facilities.

xiv) On behalf of the ASSOCIATION, the Board of Directors may issue a citation to any owner whose behavior or use of property does not conform to the Associations regulations.

The Board may, pursuant to F.S. 718.303(3), impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants, and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount as is permissible by law.

1. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, which shall be delivered to the owner by hand or mailed by registered or certified mail, return receipt requested, said notice shall include:

i) A statement of the date, time, and place of the hearing;

ii) An indication of the provisions of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations which have allegedly been violated;

iii) A short and plain statement of the matters asserted by the Association.

2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial and on appeal.

The Board of Directors reserves the power to hold owners legally responsible for ensuring that their tenants, guests or invitees comply with the ASSOCIATION'S regulations and may levy fines as a result of tenant violations.

The procedures outlined in this subparagraph may be applied to all violations of the ASSOCIATION'S regulations, but do not preclude the ASSOCIATION from exercising other enforcement procedures and remedies authorized by the ASSOCIATION'S legal documents, including, but not limited to, the initiation of suit or self-help remedies. The Board of Directors reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice.

k) The first Board of Directors of the ASSOCIATION shall be comprised of the (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the ASSOCIATION called after the property identified herein has been submitted to the plan of condominium ownership and the Declaration of Condominium has been recorded in the Public Records of Broward County, Florida. Should any member of said first Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve, except as to Directors appointed by DEVELOPER.

l) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the ASSOCIATION in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership and said Declaration of Condominium has been recorded in the Broward County Public Records, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the ASSOCIATION in accordance with all applicable condominium documents.

m) Any one or more of the members of the Board of Directors of the ASSOCIATION may be removed, either with or without cause, at any time by a vote of the members owning a majority of the UNITS in the CONDOMINIUM, at any Special Meeting called for such purpose, or at the Annual Meeting; provided, however, that only DEVELOPER shall have the right to remove a Director appointed by it.

n) The Board of Directors may establish committees, from time to time, including, without limitation, finance and governance committees, who shall operate in accordance with the policies, rules and regulations established by the Board, as they may be amended from time to time.

5. OFFICERS

a) The executive officers of the ASSOCIATION shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. All officers shall be Directors.

No Director may hold more than one office. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determining appropriate, to assist in the conduct of the affairs of the ASSOCIATION.

c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

f) No fee or compensation shall be paid to any officer for any services rendered to the Association.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the ASSOCIATION set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each UNIT. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

b) The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The owners of each UNIT shall be given written notice of the

time and place of the meeting of the Board of Directors of the ASSOCIATION at which the budget will be considered and said meeting will be open to all such UNIT owners. If a budget is adopted by the Board of Directors of ASSOCIATION which requires assessment against the UNIT owners in any fiscal or calendar year exceeding (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the UNIT owners, a special meeting of the UNIT owners shall be held upon not less than ten (10) days written notice to each UNIT owner, but within thirty (30) days of the delivery of such application to the Board of Directors of ASSOCIATION or any member thereof, at which special meeting UNIT owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors of ASSOCIATION and elect their successors. In either case the revision of the budget or the recall of any and all members of the Board of Directors of ASSOCIATION shall require a vote of not less than a majority of the whole number of votes of all UNIT owners. The Board of Directors of ASSOCIATION may in any event propose a budget to the UNIT owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the UNIT owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the UNIT owners in the manner hereinabove set forth nor shall the Board of Directors of ASSOCIATION be recalled under the terms of this section. In determining whether assessments exceed (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors of ASSOCIATION in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessment for betterments to the condominium property. Provided, however, that so long as DEVELOPER is in control of the Board of Directors of ASSOCIATION, the Board shall not impose an assessment for a year greater than (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the UNIT owners.

c) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the ASSOCIATION shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

d) An examination and financial statement of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than the second Monday in May of the year following the year for which the report is made.

e) Fidelity bonds shall be required by the Board of Directors from all officers and employees of the ASSOCIATION and from any contractor handling or responsible for ASSOCIATION funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the ASSOCIATION.

## 7. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

a) Amendments to these By-Laws may be proposed by the Board of Directors of the ASSOCIATION acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the UNITS whether meeting as members or by instrument in writing signed by them.

b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the ASSOCIATION



and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

c) In order for such amendment or amendments to become effective the same must be approved by an affirmative vote of a majority (50% plus one) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than a majority (50% plus one) of the UNITS in the CONDOMINIUM, and such amendment or amendments to these By-Laws must be set forth in or annexed to a duly adopted Amendment to the Declaration of Condominium and recorded in the Public Records of Broward County, Florida.

d) At any meeting held to consider such amendment or amendment to the By-Laws, the written vote of any member of the ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such meeting.

APPROVED THIS 12<sup>th</sup> day of March, 1976.

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GORDON L. HEATON

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JOHN GARLAND

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NANCY L. WARNER