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DECLARATION OF CONDOMINIUM.  
OF  
VISTA LAGO CONDOMINIUM #18-A

I.

SUBMISSION STATEMENT

The entity whose name appears at the end of this Declaration as Developer, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as Exhibit No. 1, which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718 et seq. (hereinafter referred to as the Condominium Act), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file this Declaration of Condominium.

Definitions: As used in this Declaration of Condominium and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:-

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

B. Association, means the Florida non-profit Corporation whose name appears at the end of this Declaration as "Association", said Association being the entity responsible for the operation of the Condominium. The term "Board of Directors" shall mean the Board of Directors of the Association.

C. By-Laws, means the By-Laws of the Association specified above as they exist from time to time.

D. Common Elements, means the portions of the Condominium property not included in the Units.

E. 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 all other units as specified in the Declaration of Condominium.

F. Condominium, means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Florida Statutes and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share of the common elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 718 et seq.) as of the date of the recording of this Declaration in the Public Records.

H. Common Expenses, means all expenses and assessments properly incurred by the Association for the Condominium for which the unit owners are liable to the Association.

Return to: Wk44

Intercoastal Title  
215 North Federal Highway  
Boca Raton, FL 33432  
(305) 395-4484

I. Common Surplus, means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

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

K. Assessment, means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

L. Condominium Parcel or Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

M. Condominium Unit, or Unit, is a unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium parcel includes such unit, including its share of the common elements appurtenant thereto. The physical boundaries of each unit are as delineated in the Survey aforescribed and are as more particularly described in Article III and Article XVIII.A. of this Declaration.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel.

O. Developer, means the Florida General Partnership whose name appears at the end of this Declaration as "Developer", its successors and assigns.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an Institutional type lender. The mortgage may be placed through a Mortgage or Title Company. In the event the Developer should become a mortgagee as to any condominium unit within this condominium, the Developer shall be deemed for purposes of this Declaration of Condominium and Exhibits thereto to be an "Institutional Mortgagee."

Q. Occupant, means the person or persons, other than the unit owner, in possession of a unit.

R. Condominium Documents, means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time. The term, Condominium Documents, may also mean, where applicable, Rules and Regulations, Prospectus or Offering Circular, and the applicable required items under Chapter 718, Florida Statutes unless the context otherwise requires, and notwithstanding that some or all of said documents or items may or may not be Exhibits to the Declaration of Condominium and/or recorded in the Public Records of the County wherein the Condominium is located.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by the Condominium Act as of the date of the recording of this Declaration in the Public Records of the County wherein the Condominium is located.

T. The references to all sections and sub-sections under 718 of the Florida Statutes, i.e., F.S. 718 et seq., in this Declaration and Exhibits attached hereto shall mean those sections and sub-sections as they exist as of the date of the recording of this Declaration in the Public Records, unless the context otherwise specifies or requires. References to "F.S." shall mean the Florida Statutes.

U. The term "Vista Lago Condominium Complex" throughout this Declaration and Exhibits attached hereto, shall mean the same.

V. The terms "percentage", "fractional", "proportional" and "share", where used throughout this Declaration and Exhibits attached hereto, shall mean the same unless the context otherwise requires.

W. The term "Declaration and Exhibits" wherever it appears in this Declaration and Exhibits attached thereto, means "Declaration and Exhibits attached thereto".

X. The Vista Lago Recreation Area means and refers to that certain area as more particularly described and set forth in the Survey Exhibits attached hereto as Exhibit No. 4. The real property which constitutes the Vista Recreation Area is legally described in Exhibit No. 4 attached hereto. The term "Vista Lago Recreation Area", and/or "Vista Lago Pool and Recreation Facilities", and/or "Vista Lago Pool and Facilities", and/or "recreation facilities", and/or "recreation area and facilities", are synonymous.

## II

### NAME

The name by which this Condominium is to be identified is Vista Lago Condominium, #18-A.

## III.

### IDENTIFICATION OF UNITS

The Condominium property consists essentially of all units in the building(s) and other improvements as set forth in Exhibit No. 1 attached hereto, and for the purpose of identification, all units in the building(s) located on said Condominium property are given identifying number(s) or letter(s), and all building(s) are given identifying number(s) or letter(s), if applicable; and the same are delineated on the Survey Exhibits collectively identified as "Exhibit No. 1," attached hereto and made a part of this Declaration. No unit bears the same identifying number or letter as does any other unit. The aforesaid identifying number or letter as to the unit is also the identifying number or letter as to the parcel. The said Exhibit No. 1 also contains a Survey of the land, graphic description of the improvements in which the units are located and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, and provide accurate representations of their locations and dimensions. There shall be included in said Exhibit No. 1 a Certificate or Certificates pursuant to and as required by F.S. 718.104(4)(e). The legend and notes contained within the said Exhibit No. 1 are incorporated herein and made a part hereof by reference.

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Where the provisions of F.S. 718.104(3) and (4)(m) are applicable to this Condominium, the party or parties required thereunder shall join in this Declaration or consent to same, or execute a subordination or similar instrument, or an appropriate non-disturbance agreement for the purpose of granting unit owners use rights for exclusive or non-exclusive easements for ingress and egress of such streets, walks and other rights-of-way, as required under F.S. 718.104(3) and (4)(m).

IV.

OWNERSHIP OF COMMON ELEMENTS

Each of the units owners of the Condominium shall own an undivided interest in the common elements and limited common elements and the undivided interest, stated as percentages or fractions of such ownership in the said common elements and limited common elements, as set forth on Exhibit A which is annexed to this Declaration and made a part hereof.

The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements unless the context otherwise specifically requires. Limited common elements may be reserved for the exclusive use of a particular unit or units pursuant to Article XV of this Declaration.

V.

VOTING RIGHTS

There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the Association. Such person shall be known (and is hereinafter referred to) as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a Corporate unit owner, an officer or employee thereof shall be the Voting Member. The designatin of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of units in the Condominium and each Condominium unit shall have no more and no less than one (1) equal vote in the Association. If one individual owns two (2) Condominium parcels, he shall have two (2) votes. A vote of a Condominium unit is not divisible.

VI.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium shall be shared by the unit owners, as specified and set forth in this Declaration and in Exhibit A to this Declaration. The foregoing ratio of

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sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the square footage included in each Condominium unit.

Any common surplus of the Condominium shall be owned by each of the unit owners in the same proportion as their percentage or fractional ownership interest in the common elements - any common surplus being the excess of all receipts of the Association from this Condominium including but not limited to, assessments, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium.

## VII.

### METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and conveyed in accordance with the By-Laws, by the affirmative vote of the Voting Members of this Condominium casting not less than three-fourths (3/4ths) of the total vote of the members of the Association who are unit owners of this Condominium.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium unit's ownership interest in the common elements of the Condominium or a Condominium unit's proportionate or percentage share of the common expenses and ownership of the common surplus, nor the voting rights appurtenant thereto, nor materially alter or modify the appurtenances to a unit, or change the configuration or size of any unit in any material fashion unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution of the Amendment subject, however, where applicable, to the paramount provisions of the last paragraph in this Article VII. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees, or change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record; nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record. Notwithstanding the provisions of this Article VII, the Declaration and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to F.S. 718.110(5), and the Declarations and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to the provisions of F.S. 718.304(1), subject only to the approval of two thirds (2/3) of the members of the Board of Directors.

No Amendment shall change the rights and privileges of the Developer without the Developer's written approval.

Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units or alter the boundaries of the common elements except the party wall between any Condominium units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the amendment of this Declaration with a Survey attached, reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units.

The survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units, the shares in the common elements appurtenant to the units concerned, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus of the units concerned shall be duly noted in the amendment of this Declaration.

Notwithstanding the other paragraphs of this Article VII, there shall be automatically incorporated as part of this Declaration and where applicable, the Exhibits including, but not limited to, the Articles of Incorporation of the Condominium Association and the By-Laws of the Condominium Association, any and all provisions which now or hereafter may be required by any agency of the United States government which holds a first mortgage or insures to the holder thereof the payment of same; and the provisions required by any such governmental agency shall supersede any conflicting matters contained within this Declaration and the Exhibits attached thereto. Should the governmental agency require, or at the sole discretion of the Developer, an amendment to this Declaration and the applicable Exhibits, then said amendment may be made and executed solely by the Developer without regard to any other provisions herein contained regarding amendments and without any requirement of securing the consent of any unit owners or any others, and said amendment shall be duly filed in the Public Records of the County in which the Condominium is located.

Notwithstanding anything to the contrary in this Declaration of Condominium or Exhibits attached hereto, no amendment shall change or affect the surface water management system, including the water management portions of the common elements, without the prior written approval of the South Florida Water Management District, which approval, if granted, shall be attached as an exhibit to any amendment which would have the effect of changing or affecting the surface water management system of the Condominium or the water management portions of the Common Elements, if any or any property of the Association.

#### VIII.

##### BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association which are set forth in a document annexed to this Declaration marked Exhibit No. 2 and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said by-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article VII above, and said Amendment shall be recorded in the Public Records of the County in which this Condominium is located.

84584 P0089

IX.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Florida non-profit Corporation whose name appears at the end of this Declaration as the "Association" which is responsible for the operation of the Condominium specified in Article II hereinabove, said Association being organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being annexed hereto marked Exhibit No. 3 and made a part hereof, and all of the powers and duties necessary to operate the Condominium as set forth in this Declaration and the By-Laws, as they may be amended from time to time.

Every owner of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association and the provisions of this Declaration of Condominium. Membership in the Association whose name appears at the end of this Declaration terminates upon the termination of ownership of a Condominium parcel in this Condominium.

X.

ASSESSMENTS

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and Exhibits. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits. The Board of Directors may adopt a budget for the common expenses of the Condominium for the coming fiscal or calendar year in such amount as the Board determines necessary and during a fiscal or calendar year, said Board may increase the assessments for common expenses of the Condominium and/or levy a special assessment for common expenses in such amount as the Board determines necessary. Where the Developer has guaranteed assessments for common expenses of the Condominium that may be imposed upon the unit owners other than the Developer pursuant to F.S. 718.116(8)(b), during the period of said guarantee the Developer may increase the assessments for common expenses imposed upon the unit owners other than the Developer during the period of time of said guarantee in such an amount as it deems necessary, provided said increase does not exceed the stated dollar amount as guaranteed pursuant to F.S. 718.116(8)(b); and upon notification of such increase by the Developer, the Board shall immediately cause the assessments for common expenses of the Condominium to be increased and collected against the unit owners other than the Developer, pursuant to said notification.

B. The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration.

C. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten (10%) percent per annum from due date until paid, and at

the sole discretion of the Board of Directors, a late charge of \$25.00 per month shall be due and payable. Regular assessments shall be due and payable monthly on the first of each month.

D. The Association shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

E. Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessments by the Association pertaining to such

Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the unforclosed mortgage where a Deed in lieu of foreclosure is obtained. Such unpaid share of common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

F. Any person who acquires an interest in a unit except through foreclosure of an Institutional First Mortgage of record or by virtue of an Institutional First Mortgagee accepting a Deed to a Condominium parcel in lieu of foreclosure, as specifically provided hereinabove, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party. The provisions of F.S. 718.116(6) which are set forth in Paragraph E of this Article X are paramount to the applicable provisions of this paragraph.

84584 P0091

G. Developer has guaranteed that for a period of one year from the date of the first closing of a unit in this Condominium, the assessments for common expenses of the Condominium imposed upon the unit owners of the units other than the Developer, shall be in the monthly amount for the applicable unit as specified in the Estimated Operating Budget. During the period of said guarantee, the Developer shall pay the amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners, as provided herein, and during said period the Developer shall not be required to pay any specific sum for its share of the common expenses as to any units owned by it provided, however, said Developer shall pay the deficit during said period.

XI.

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS - Association to Have First Right of Refusal.

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease or rent, his Condominium parcel, deliver to the Board of Directors a completed application form and a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two (2) bank references and three (3) individual references - local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors (The Board) is authorized to waive any or all of the aforementioned and they shall determine the format of the application form.

B4584 P0092

The Board of Directors, within ten (10) days after receiving such notice and such supplemental information, as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons than unit owners, or any other person(s) satisfactory to the Board of Directors who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. The Association shall not unreasonably withhold its consent to the prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice and the unit owner shall be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors shall be in recordable form, signed by an Executive Officer of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The sub-lease shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used or, in the alternative, the Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

Where a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of Section A of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.

**B. MORTGAGE AND OTHER ALIENATION OF UNITS**

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association except to an Institutional Mortgagee, as hereinbefore defined, or the Developer or a designee of the Developer. The approval of any other mortgagee may be upon conditions determined by the Board of Directors and said approval, if granted, shall be in recordable form executed by an Executive Officer of the

B4584 P0093

Association. Where a unit owner sells his unit and takes back a mortgage, the approval of the Association shall not be required.

2. No judicial sale of a unit, nor any interest therein, shall be valid, unless:-

(a) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by an Executive Officer of the Association and delivered to the purchaser; or

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved. A Purchase Money Mortgage in favor of the Developer is hereby deemed to be an authorized Mortgage.

4. The foregoing provision of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz:-spouse, children or parents).

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association or within thirty (30) days from the date the Association is placed on actual notice of the said demise or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of Directors shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of this Declaration and the Exhibits.

If, however, the Board of Directors shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Chief Judge of the Circuit Court in and for the area wherein the Condominium is located upon ten (10) days notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such

B4584 P0094

event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Declaration and Exhibits.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the By-Laws and Articles of Incorporation of the Association as well as the provisions of the Condominium Act.

6. Special Provisions as to the Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer.

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel without prior offer to the Board of Directors and without the prior approval of said Board of Directors. The provisions of Sections A and B, No.'s 1-5 of this Article XI shall be inapplicable to such Institutional First Mortgagee, or acquirer of title, as afordescribed in this paragraph.

(b) The provisions of Sections A and B, No.'s 1-5, of this Article XI shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units and portions thereof to any purchaser, lessee or mortgagee approved by them. The Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. The Developer may use a unit(s) as a sales office and/or model apartment(s). The term "Developer" as used in this paragraph includes all Developer-related entities.

XII.

INSURANCE PROVISIONS

A. LIABILITY INSURANCE.

The Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium and insuring the Association and the unit owners as its and their interests appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time. Premiums for the payment of such insurance shall be paid by the Board of Directors, and such premiums shall be charged as a common expense.

B4584 P0095

## B. CASUALTY INSURANCE.

1. Purchase of Insurance. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the Condominium (including the fixtures and other equipment in the units initially installed by the Developer, but not including personal property supplied or installed by unit owners or others, nor the carpeting in the units, nor where applicable, the screening on any screened portion of a unit or on a limited common element which is reserved for the exclusive use of a certain unit) and all personal property owned by the Association, or included in the common elements, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors in an amount equal to the maximum insurable replacement value of the improvements without deduction for depreciation but exclusive of excavation and foundation costs and in an amount equal to the value of the personal property owned by the Association or included in the common elements, as determined annually by the Board of Directors. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a common expense. The insurance carrier(s) must be good and responsible company(s) authorized to do business in the State of Florida.

Institutional First Mortgagees owning and holding first mortgages encumbering Condominium units in the Condominium property having an unpaid dollar indebtedness equal to \$300,000.00 or more shall have the right to approve the Policies and the company or companies who are the insurers under the insurance placed by the Association as herein provided, and the amount thereof, and the further right to approve the Insurance Trustee. In the absence of the action of said Mortgagees, then the Association shall have said right without qualification.

2. Loss Payable Provisions - Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear. However, the Insurance Trustee shall be the named Insured and it shall not be necessary to name the Association or the unit owners; however, Mortgage Endorsements shall be issued. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the Policies and any proceeds therefrom will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee which may be any bank in the State of Florida with trust powers as may be approved by the Board of Directors, which Trustee is herein referred to as the "Insurance Trustee"; subject however, to the paramount right of the Institutional Mortgagee specified in the preceding paragraph to designate and appoint the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the unit owners and their respective mortgagees in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:-

B4584 P0096

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit. (b) Condominium Units. Proceeds on account of Condominium units shall be in the following undivided shares:-

(i) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.

(ii) Total Destruction - of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article, for the owners of all Condominium units - each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(c) Mortgagees. In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owners as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. Distribution of Proceeds. Proceeds of Insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners - all remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

B4584 P0097

(c) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an Attorney authorized to practice law in the State of Florida, a Title Insurance Company or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

4. Loss Within a Single Unit. If loss shall occur within a single unit or units without damage to the common elements and/or the party wall between units, the provisions of Article XII.B.5 below shall apply.

5. Loss Less than "Very Substantial". Where a loss or damage occurs within a unit or units or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial", (as hereinafter defined), it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial"--

(a) The Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring.

(b) If the damage or loss is limited to the common elements with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by Institutional First Mortgages, as well as the common elements or if the damage is limited to the common elements alone, but it is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association provided, however, that upon the request of an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagees owning and holding first mortgages encumbering Condominium units in this Condominium where the unpaid balance due on said mortgages to said Institutional First Mortgagees is equal to \$300,000.00 or more. Should written approval be required, as aforesaid, it shall be said Mortgagees' duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Association and the aforesaid Institutional First Mortgagees' written approval, if said Institutional First Mortgagees' approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any Affidavit required by law or by the Association, the aforesaid Institutional First Mortgagee and the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a Completion, Performance and Payment Bond in such form and amount and with a Bonding Company authorized to do business in the State of Florida, as is acceptable to the said Mortgagee.

B4584 P0098

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Board of Directors shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee, and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(f) Notwithstanding any of the terms and provisions contained in this Declaration of Condominium to the contrary, the Association, Condominium unit owner, or any other party, shall not have priority over the rights of any Institutional First Mortgagee of the applicable Condominium unit, pursuant to its mortgage, in the case of a distribution to the owner of such unit of insurance proceeds: therefore, an Institutional First Mortgagee whose mortgage so provides shall, in the event of a loss or damage, have the right to require the application of insurance proceeds to the payment of its mortgage. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

6. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage, shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed as per Article XII.B.1) becomes payable. Should such "very substantial" damage occur, then:-

(a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article XII.B.5(f) shall not be applicable to any Institutional First Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible, the net amount of insurance proceeds available for restoration and repair. No Mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

B4584 P0099

(c) Thereupon, a membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:-

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof so that no special assessment is required, then the Condominium property shall be restored and repaired unless two thirds (2/3) of the total votes of the members of the Association shall vote to terminate this Condominium, in which case the Condominium property shall be removed from the provisions of the law by the recording of an instrument terminating this Condominium in the Public Records of the County in which this Condominium is located, which said instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument and the unit owners shall thereupon become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to the termination and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium.

(ii) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, and if a majority of the total votes of the members of the Association shall vote against such special assessment and to terminate this Condominium, then it shall be so terminated and the Condominium property removed from the provisions of the law as set forth in Paragraph 6(c)(i) above, and the unit owners shall be tenants in common in the property in such undivided interests and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6(c)(i) above. In the event a majority of the total votes of the members of the Association vote in favor of special assessments, the Association shall immediately levy such assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 5(c) above.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors shall be binding upon all unit owners.

7. Surplus. It shall be presumed that the first monies distributed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

B4584 P0100

8. Certificate. The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

9. Plans and Specifications. Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building(s), or as the building(s) was last constructed, or according to the plans approved by the Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of claims.

11. Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional Mortgagee(s) owning and holding first mortgages on units having an unpaid dollar indebtedness equal to \$300,000.00 or more, said Institutional Mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

Notwithstanding the foregoing, any Institutional Mortgagee(s) owning and holding a mortgage on a unit in this Condominium shall have the right to require the Association and its members, if applicable, to obtain certain type(s) of insurance as it may require due to any governmental law and/or regulation and the like, including flood insurance under the provisions of the Flood Disaster Protection Act of 1973 and amendments thereto and regulations applicable thereto. The Association shall obtain and, where applicable, cause its members to obtain such insurance forthwith upon notification by said Institutional Mortgagee(s) and said Association shall exhibit evidence to said Mortgagee(s) that such insurance has been obtained and the Association has paid such premiums when due and/or caused its members to pay such premiums when due; and in the event the Association fails to obtain such insurance and/or cause its members to pay such premiums when due and to exhibit proof of the foregoing to said Mortgagee(s) forthwith, said Mortgagee(s) shall have the right at its option to order insurance policies on behalf of the Association and, if applicable, its members as to the foregoing, and said Institutional Mortgagee(s) may file the necessary applications for said insurance on behalf of the Association and if required on behalf of the unit owners, and said Mortgagee(s) may advance such sums as are required to maintain and/or procure such insurance and to the extent of the money so advanced, said Mortgagee(s) shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of the foregoing; and said Mortgagee(s) shall also have a cause of action not only against the individual unit owners but also against the Association to enforce the provisions herein and the Association and, where applicable, the individual members, i.e., unit owners, shall be liable to said Mortgagee(s) for the funds it has advanced to maintain and/or procure such insurance and for its reasonable attorney's fees and costs incurred by it in collecting the foregoing, as

B4584 P0101

well as any other damages it may have incurred as a result of the failure of the Association and, where applicable, the individual members to comply with the terms and provisions herein. The rights of an Institutional Mortgagee, as provided in this paragraph, shall also apply to the Institutional Mortgagee or Mortgagees referred to in the first paragraph under this Article XII.B.11.

C. WORKMEN'S COMPENSATION POLICY - to meet the requirements of law.

D. Such other insurance as the Board of Directors shall determine from time to time to be desirable. The Board of Directors shall have the right to obtain insurance policies with such deductible clauses and amounts as they determine notwithstanding the specific insurance requirements of this Article XII.

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit and for purchasing insurance upon his own personal property.

F. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the Insurer waives its right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests. Insurance Companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Directors shall not be responsible for the quality or financial responsibility of the Insurance Companies provided same are licensed to do business in the State of Florida.

G. The applicable terms and provisions of this Article XII shall apply to the recreation facilities. All insurance determinations and expenses for insurance as to the recreation facilities shall be determined, assessed and paid, as the case may be, as provided in Article XVII of this Declaration of Condominium.

### XIII.

#### USE AND OCCUPANCY

The owner of a unit shall occupy and use his unit as a single family private dwelling for himself and the members of his family and his social guests, and for no other purpose. The provisions of Article XI are paramount to the foregoing provisions. Condominium units shall not be used for any type of business or commercial purpose, unless specifically provided in this Declaration.

No children under twelve (12) years of age shall be permitted to reside in any of the units of this Condominium except that children may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in total in any calendar year. Notwithstanding the foregoing, occupancy of a unit on a permanent basis is limited to two (2) individuals per bedroom, however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit in this Condominium for periods not to exceed sixty (60) days in total in any calendar year, with the prior written consent of the Association.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

One domestic house pet, i.e., a dog of not greater than twenty (20) pounds at maturity, small cat, tropical fish, or parakeet size bird, shall be permitted to be kept in a unit and on such portions of the Condominium property which may be designated for pets, provided that such pet is registered with the Association. Permitted pets shall be kept subject to the rules and regulations adopted by the Association for the keeping of pets. Pets shall not be kept, bred or maintained for any commercial purposes and pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium property upon three (3) days' written notice from the Association.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units, building(s) nor the limited common elements or the common elements; nor shall they place any furniture or equipment outside their unit nor shall they cause awnings or storm shutters, screens and enclosures and the like to be affixed or attached to any units, limited common elements or common elements, nor shall they plant any flowers, plants, greenery or shrubbery in the common elements or limited common elements, except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association. No laundry facilities or equipment shall be permitted in any unit or elsewhere without the written consent of the Board of Directors of the Association, except where the Developer has provided plumbing and electrical connections for laundry facilities or equipment. The unit owner may not enclose the exterior porch which abuts the unit without the prior written consent of the Association, which type enclosure is further subject to the prior written approval of the Association; however, the Developer shall have the absolute right to enclose or screen in said exterior porch, and the Developer shall have the absolute right to determine what type and style enclosure shall be permitted as to said porch, notwithstanding the fact that the prior written consent of the Association is required.

No person shall use the common elements or the limited common elements, or a Condominium unit or the Condominium property, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as are promulgated by the Association from time to time. The foregoing applies to the applicable recreation facilities.

84584 P0103

XIV.

MAINTENANCE AND ALTERATIONS

A. The Association may enter into a contract with any firm, person or corporation or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property(s) and other type properties, and may delegate to the contractor or manager certain powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association. The contractor or manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided by this Declaration and Exhibits.

B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium where the cost thereof is in excess of twenty (20%) percent of the annual budget of this Condominium for common expenses as to this Condominium, except as authorized by the Board of Directors and approved by not less than seventy-five (75%) of the total vote of the unit owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any unit owner, unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforesaid - i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting therefrom, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than seventy-five (75%) of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

Where the approval of unit owners for alterations to the common elements or limited common elements of this Condominium is required in this Declaration and Exhibits, the approval of Institutional First Mortgagees whose mortgages encumber Condominium parcels in this Condominium representing not less than fifty-five (55%) of the total unpaid dollar indebtedness as to principal on said parcels at said time shall also be required.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair his unit and all interior surfaces within his unit, and the entire interior of his unit (including, where applicable, a storage room, terrace, balcony, entry way, porch, patio or room, and any screening thereof, it being understood and agreed that certain type units include within the unit or as a limited common element of the unit some of the items aforesaid, i.e., different type units include some but not all of the items aforesaid); and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable - air conditioning and heating unit, including condenser and all appurtenances thereto wherever situated, and hot water heater, refrigerator, range, oven, and all other appliances, drains, plumbing fixtures and connections,

sinks, all plumbing and water lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium) and pay for his electricity and telephone. Water and sewage shall be a part of the common expenses if billed to the Condominium; however, if individual bills are sent to each unit by the party furnishing such water and sewage service, each unit owner shall pay said bill for his said unit individually. The entire floor in a unit except for the kitchen and bathroom(s) are to be carpeted. All carpeting shall be installed over padding of such quality as is designated by the Board of Directors. Notwithstanding the foregoing, the Board of Directors may authorize the use of flooring other than carpeting provided written consent is first obtained as to the type of flooring, manner of installation and location of the type flooring within a unit. The foregoing includes the kitchen and bathroom(s). The cost of maintaining and replacing carpeting or other flooring within a unit shall be borne by the owner of said unit. The unit owner shall replace lights within a unit and lights affixed to a unit by the same color and bulb wattage as the Board of Directors designates.

2. Not to make or cause to be made any addition or alteration, whether structural or otherwise, to his unit or to the limited common elements or common elements without the prior written approval of the Board of Directors.

3. To make no alterations, decoration, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building(s), whether within a unit or part of the limited common elements or common elements without the prior written consent of the Board of Directors. Unit owners may use such contractor or sub-contractor as are approved by the Board of Directors and said parties shall comply with all Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owner's contractor, sub-contractor or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow the Board of Directors or the agents or employees of the Association to enter into any unit or limited common element for the purpose of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency, circumstances threatening units, limited common elements or common elements, or to determine compliance with the provisions of this Declaration and Exhibits.

5. To show no signs, advertisements or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the Condominium property including common elements, limited common elements, units or vehicles parked upon the Condominium property and distributing advertisements or circulars to units within the Condominium.

84584 P0105

D. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in Court for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the owner of a unit, and the unit for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a unit and limited common element at all reasonable times to do such work as is deemed necessary by the Board of Directors to enforce compliance with the provisions hereof.

E. The Association shall determine the exterior color scheme of the building(s) and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Association.

F. The Association shall be responsible for the maintenance, repair and replacement of the common elements, all portions of the Condominium property not required to be maintained, repaired and/or replaced by the unit owner(s), and the Vista Lago Recreation Area as provided in Article XVII of this Declaration. The foregoing shall include but is not limited to roadways, concrete areas, macadam areas, drainage, water and sewer lines and appurtenances thereto located upon the Condominium property. Notwithstanding the unit owner's duty of maintenance, repair, replacement and his other responsibilities as to his unit, as hereinbefore provided in this Declaration, the Association may enter into an agreement with such firms or companies as it may determine to provide certain services and/or maintenance for and on behalf of the unit owners in the Condominium whereby maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services, including a Master Television Antenna system, CATV or other allied or similar type use, as the Association deems advisable and for such period and on such basis as it determines. Said agreements shall be on behalf of all unit owners and the monthly assessments due from each unit owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each unit owner shall be deemed a party to said agreement with the same force and effect as though said unit owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the unit owners. The aforesaid assessment shall be deemed to be an assessment under the provisions of Article X of this Declaration. Where a portion of the Condominium property is a lake, canal, lagoon or waterway areas or a street easement, the cost of maintaining said portion of the Condominium property, as well as the taxes as to same, including the roadway within the street easement and landscaping within the street easement or abutting said street easement, where applicable, shall be the obligation of the Condominium upon which it is situated and the common expense of said Condominium, notwithstanding the fact that said area(s) may be subject to easements for the use and benefit of others.

B4584 P0106

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as Exhibit No. 1. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. The replacement of all light bulbs, if any, affixed to the exterior wall of a unit shall be accomplished by and at the cost and expense of the applicable unit owner. Where there are fixed and/or sliding glass doors leading out of a unit, the cost of maintaining and repairing said fixed and/or sliding glass door(s) shall be borne by the unit owner of the applicable unit. The screened porch adjoining and adjacent to the unit is a limited common element of said unit and for said unit's exclusive use. The unit owner who has the right to the exclusive use of a screened porch shall be responsible for the maintenance, care and preservation and painting, where applicable, of the ceiling and floor of said screened porch and the exterior of the walls within said screened porch, and the maintenance, care and preservation and replacement of the screening. The color of the screening and the color of any wall within said porch shall be determined by the Board of Directors of the Association. The applicable provisions of Article XIII above shall be deemed and repeated herein.

The Association may assign specific parking spaces to the unit owners in this Condominium. The parking spaces are located within the limited common element parking areas of the Condominium, as shown and designated on Exhibit No. 1 attached hereto. Each parking space shall be numbered and/or lettered; however, said numbers and/or letters shall not appear on Exhibit No. 1 attached hereto and the parking space assignments shall not be recorded in the Public Records. Each Condominium unit shall be entitled to one (1) parking space. Once a parking space is assigned to a unit owner, the assignment shall not be changed without the written consent of the unit owner assigned such parking space. Where there are additional parking spaces within the parking area, said parking spaces shall be used as determined by and pursuant to the Rules and Regulations adopted by the Association and may be used as guest parking spaces for this Condominium or otherwise. The Developer shall have the rights conferred upon the Association in this paragraph until the 31st day of December, 1986; however, the Developer may terminate said right prior thereto at its option, provided, said right as to this Condominium shall terminate at such time as the Developer is no longer the owner of a unit in this Condominium. The cost of maintaining said parking areas, including the concrete bumpers thereon where applicable, shall be a common expense of the Condominium; however, should a parking area or concrete bumper be required to be maintained, repaired or replaced as a result of the neglect or misuse by a unit owner, his family, guests, servants and invitees, said applicable unit owner shall be responsible for the cost thereof and the Association shall have the right to levy an assessment against the owner of said unit for same, which assessment shall have the same force and effect as all other special assessments.

B4584 P0107

XVI.

TERMINATION:

This Condominium may be voluntarily terminated in the manner provided for in F.S. 718.117 at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article XII.B.6 above, this Condominium shall be subject to termination as provided in Article XII.B.6 above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association, and by all Institutional Mortgagees, then the Association and the approving owners, if they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:-

A. Exercise of Option. An Agreement to Purchase, executed by the Association and/or the record owners of the Condominium parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail to each of the record owners of the Condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which Condominium parcels will be purchased by each participating owner and/or the Association and shall require the purchase of all Condominium parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

B. Price. The sale price for each Condominium parcel shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement; and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Chief Judge of the Circuit Court in and for the area wherein the Condominium is located, on the Petition of the seller. The expenses of appraisal shall be paid by the purchaser.

XVII.

RECREATION FACILITIES

VISTA LAGO RECREATION AREA

The Vista Lago Recreation Area is the real property with improvements thereon as described in Exhibit No. 5 attached hereto, which improvements are complete and are the only improvements which the Developer is required or obligated to make to the Vista Lago Recreation Area. It is the intention of the Developer to create not less than two hundred forty-eight (248) Condominium units within the real property legally described in Exhibit B to this Declaration and such Condominium units of which the units in this Condominium are a part shall be located in various Condominium created within the real property described in Exhibit B hereto, provided, however, nothing in this Declaration of Condominium or Exhibits hereto shall obligate the Developer to construct any Condominium or Condominium units other than the Condominium created by this Declaration. As of December 31, 1988, or upon completion of the proposed two hundred forty-eight (248) Condominium units,

84584 P0108

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

or earlier if the Developer so determines, it shall execute a Quit-Claim Deed and file same of record in the Public Records of Palm Beach County, Florida, whereby it conveys the fee simple title to the Vista Lago Recreation Area to the Condominium Association(s) responsible for the operation of the Condominiums created within the real property described in Exhibit B to this Declaration of Condominium and the Condominium Association by its execution of this Declaration of Condominium hereby agrees to accept such conveyance. The undivided interest to be conveyed to a particular Condominium Association shall be a percentage interest determined by dividing the total number of Condominium units operated by the particular Association by the total number of Condominium units located within the real property described in Exhibit B to this Declaration. The Developer shall convey to the applicable Condominium Association(s) one hundred (100%) percent of the fee simple title in and to said Vista Lago Recreation Area free and clear of any mortgage encumbrances. It is the intention of the Developer that there be just one (1) Condominium Association to operate all the Condominiums proposed to be constructed within the real property described in Exhibit B to this Declaration, however reference to "Condominium Associations" is made in the event that the applicable Florida law should be amended to require more than one (1) Condominium Association for the operation of the Condominiums proposed to be created within the real property described in Exhibit B to this Declaration of Condominium. The Condominium Association(s) responsible for the operation of the Condominiums created within the real property described in Exhibit B shall become the owners of the undivided interests in the Vista Lago Recreation Area. All the Condominiums created within the real property described in Exhibit B to this Declaration shall be entitled to the use and enjoyment of the Vista Lago Recreation Area and they jointly and severally shall have the duty and obligation to maintain same, and said Condominiums shall pay for all of the costs and expenses of any type or nature as to same, including without limitation expenses, taxes, assessments, insurance premiums, costs of maintenance and repair and replacements and undertaking, and all other costs applicable thereto, and the sum due from each Condominium and each Condominium unit shall be a common expense of the applicable Condominium, which said sum shall be due and payable as all other common expenses are due and payable under the applicable Condominium's Declaration of Condominium and Exhibits attached thereto, and said sum shall be a lien upon the applicable Condominium unit with the same force and effect as all other sums which are a lien against the applicable Condominium unit for common expenses. Each Condominium unit entitled to the use and enjoyment of said Vista Lago Recreation Area shall pay an equal share of said costs and expenses. The units in this Condominium shall commence paying their share of said costs and expenses of the Vista Lago Recreation Area as of the day of the recording of this Declaration of Condominium in the Public Records of Palm Beach County, Florida. The obligation of each unit owner to commence paying his unit's share of said costs and expenses of the Vista Lago Recreation Area shall be as provided hereinabove notwithstanding that the fee simple title to the Vista Lago Recreation Area has not been conveyed to the Association(s) operating Condominiums located within the real property described in Exhibit B to this Declaration of Condominium. Where applicable, the foregoing is subject to the paramount provisions of F.S. 718.116(8)(b) for the term that the Developer guarantees the assessments for common expenses. Except as to Condominium units owned by the Developer, the Developer shall not be required or obligated to share any part of said costs and expenses as to the Vista Lago Recreation Area notwithstanding the fact that up to December 31, 1988 or prior thereto, as determined by the Developer, the Vista Lago Recreation Area shall continue to be owned by the Developer, and notwithstanding the fact that the Developer may continue to own real property within the real property described in Exhibit B to this Declaration of Condominium,

B4584 P0109

subject, however, to the applicable provisions of F.S. 718.116(8)(a) and (b). Therefore, all costs and expenses of the Vista Lago Recreation Area shall be borne by the Condominium units in the Condominiums which have been declared of record within the real property described in Exhibit B to this Declaration of Condominium. Each Condominium Association, if more than one, responsible for the operation of a Condominium created within the real property described in Exhibit B to this Declaration of Condominium shall appoint one (1) officer or person who shall meet with the other Associations to determine the assessment to be charged to each Condominium and the units therein, as well as the Budget therefor, and the Rules and Regulations as to the use of same. The sum due and owing from the Condominium Association(s) and its members shall be a common expense of said Condominiums and an assessment and lien against each unit in the applicable Condominium pursuant to Article VI and Article X of said Condominium's Declaration, and said lien shall include those costs as are provided in this Declaration and the aforesaid Article X of the applicable Declaration of Condominium, and the lien shall be enforceable in the manner provided in said Article X. The lien shall be in favor of the individual representatives as the agents for an on behalf of said Condominium Association(s) and may be foreclosed by said parties pursuant to Article X of each Condominium's Declaration of Condominium and/or said lien shall be in favor of all the Condominium Associations or the Condominium Association responsible for the operation of the Condominium in which a unit has not paid the assessment due, and said lien may be foreclosed by the applicable party. Notwithstanding the foregoing, until December 31, 1988, or at such time as the Developer conveys the Vista Lago Recreation Area to the Association(s) or such prior date as the Developer determines, whichever first occurs, the Developer shall have the paramount right to determine the Rules and Regulations as to the use of the Vista Lago Recreation Area, and the costs and expenses of any type or nature as to same and the Budget for same for each year, and the share to be paid by each Condominium and the units therein. The Condominium Association(s) hereby agree to assess its members as the Developer determines, as hereinbefore provided, and to pay said sum to the Developer on or before the tenth day of each and every month, it being understood that said assessment shall be made monthly subject, however, to the Developer's right to increase said assessment. Where the Developer determines the Rules and Regulations and the Budget and assessments due from each Condominium and the units therein, it shall also have a lien upon the Condominium units for the sum due and owing, as herein provided, and said lien shall be in the name of the Developer and may be foreclosed in the same manner as mortgages and statutory liens are foreclosed in the State of Florida, and the Condominium Association(s) shall also have a lien for said sum. Said lien shall include those costs as are provided in Article X of this Condominium's Declaration, and the lien shall be enforceable in the name of the Developer in the manner provided in said Article X.

The Condominium Association responsible for the operation of the Condominium created by this Declaration of Condominium and its members, and the Developer, and its successors and assigns and all parties who own an interest in and to the Vista Lago Recreation Area, agree that they shall not have any right to bring any action for partition or division of the real property that may constitute the Vista Lago Recreation Area, and said parties do hereby waive said rights of partition or division of same until such time as the owners thereof jointly agree otherwise.

B4584 P0110

Notwithstanding the foregoing provisions of this Article XVII, it is understood and agreed that the Developer is not required to create Condominiums upon all of the property described in Exhibit B to this Declaration and, in such case, only Condominium Association(s) operating Condominiums created upon the property described in Exhibit B shall own an interest in the Vista Lago Recreation Area; however, should the Developer construct non-Condominium units within the property described in Exhibit B on or before December 31, 1988, it shall have the right in its sole discretion to determine whether the owner of said units and the lessees thereof shall be entitled to the use and enjoyment of the Vista Lago Recreation Area and, in such event, although the total interest in and to the fee simple title to said Vista Lago Recreation Area may be owned by the Condominium Association(s), as hereinbefore provided, said Condominium Association(s) covenants and agrees and it shall be legally required, at the option of the Developer, its successors and assigns, to enter into an agreement(s) with the owner and/or party responsible for the operation and management of said non-Condominium units whereby the owners and/or occupants of said units are entitled to the equal use and enjoyment of the Vista Lago Recreation Area. The term of such agreement(s) shall be for not less than fifty (50) years from the date of said agreement(s) unless the parties thereto jointly agree otherwise. The agreement(s) shall be prepared by the Association(s) and it shall contain such matters as the Association(s) shall determine in its sole discretion; however, the non-Condominium unit owners and/or occupants shall be entitled to the equal use and enjoyment of said Vista Lago Recreation Area to the same extent as are the Condominium Association's(s') members and all Rules and Regulations as to said Vista Lago Recreation Area shall be the same as to all parties entitled to the use and enjoyment of same. The aforesaid agreement(s) shall be duly recorded in the Public Records at the cost and expense of the non-Condominium unit owners and/or occupants and said agreement(s) shall incorporate therein such provisions for payment and enforcement of the payment of the obligations of said non-Condominium unit owners and/or occupants as to the Vista Lago Recreation Area as the Association(s) shall determine in its sole discretion. Every Condominium unit or non-Condominium unit entitled to the use and enjoyment of the Vista Lago Recreation Area shall pay the cost and expense of same on the same basis as hereinbefore provided as to only Condominium units sharing said costs and expenses. The Condominium Association specified in Article IX of this Declaration covenants and agrees to the provisions of this paragraph by virtue of its execution of this Declaration of Condominium.

Each unit owner, his heirs, successors and assigns, agrees to make payment to the Condominium Association of his share of the monies due pursuant to and in the amount or proportion as specified herein. It shall be mandatory for the unit owner to make said payments regardless of whether or not said unit owner uses the Vista Lago Recreation Area. The foregoing is subject to the paramount right of the Developer to require payments to be made to it, as hereinbefore provided.

The initial Rules and Regulations and all amendments thereof and revisions thereof shall be posted in a conspicuous place on the Vista Lago Recreation Area. The unit owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said unit owners, their families, guests, invitees and servants. Should a unit owner fail to pay an assessment for common expenses, as required under the terms of the applicable Declaration of Condominium for the period of time specified therein whereby said assessment becomes delinquent, the Association may deny the unit owner and/or the authorized user of the Vista Lago Recreation Area the use and enjoyment of same until such time as all assessments are paid.

B4584 P0111

The Association shall further have the right in its sole discretion to suspend any unit owner and/or authorized user of said Vista Lago Recreation Area from the use of same for a period not to exceed thirty (30) days for any infraction of the promulgated Rules and Regulations pertaining to said Vista Lago Recreation Area. Should the unit owner's or the authorized user's of said Vista Lago Recreation Area rights to use same be suspended, there shall be no reduction in the assessments due and payable by said unit owner or authorized user.

Any person who is the owner of a Condominium parcel in this Condominium, together with spouse and other members of said parcel owner's immediate family who are in residence in the Condominium parcel, as provided herein, may use the Vista Lago Recreation Area. Where a corporation is a parcel owner, the use of the Vista Lago Recreation Area shall be limited at any one time to such officer, director or employee of said corporation who is in actual residence and such individual shall be deemed to be the Condominium parcel owner for the purposes of this paragraph. All unit owners' children and children of guests or invitees who are under such age as determined by the Association must be accompanied by an adult to such portions of the Vista Lago Recreation Area as the Association(s) determines. Guests and invitees of a unit owner, whether in temporary residence in the Condominium or not, may only be permitted to use the Vista Lago Recreation Area, if at all, with the permission of the Association(s) and subject to the terms and conditions as the Association(s) may determine in its sole discretion, including the payment of additional compensation therefor, it being understood and agreed that said Vista Lago Recreation Area is primarily designed for the use and enjoyment of said unit owners and others within the real property described in Exhibit B, and the use by others may be required to be limited or not permitted at all during certain times of a day, certain weeks or months of a year, and the Association(s) shall determine the foregoing in its sole discretion, including the manner and method in which the Vista Lago Recreation Area is to be used and under what circumstances. Notwithstanding the foregoing, where children in a residence in a Condominium are the sons or daughters of a parcel owner, such parent shall not be required to pay additional compensation for use by said children of the Vista Lago Recreation Area. When a unit owner owns more than one unit, the family in residence in each unit shall be entitled to the use of the Vista Lago Recreation Area whether said family in residence be a lessee of said Condominium unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of Vista Lago Recreation Area and said lessee's right thereto shall be the same as though said lessee were the unit owner and his family shall not be entitled to the use of the Vista Lago Recreation Area.

The initial and original improvements, equipment and personalty of the Vista Lago Recreation Area shall be at the cost and expense of the Developer and as the Developer determines in its sole discretion. The Developer shall be the sole judge of the size, contents, style, plan and specifications of all improvements and the equipment and personalty to be contained therein.

B4584 P0112

XVIII.

MISCELLANEOUS PROVISIONS

A. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium units nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through respective Condominium units which are utilized for or serve more than one Condominium unit, which items are, by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's Condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.; however, any load bearing walls located within a two-story townhouse type unit, where applicable, are a part of the common elements to the unfinished surface of said walls and said floors.

B. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or Condominium units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or by the abandonment of his Condominium unit.

D. The owners of each and every Condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situated, or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium parcel in his Condominium unit and in the common elements shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits and Amendments thereto, shall be construed as covenants running with the land and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said Declaration and Exhibits and any Amendments thereof.

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

G. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association at the Secretary's residence in the Condominium or, in the case of the Secretary's absence, then to the President of the Association at his residence in the Condominium and, in his absence, any member of the Board of Directors of the Association.

Notices to the Developer shall be delivered by mail at: \_\_\_\_\_, Florida \_\_\_\_\_, or such other address as specified by Developer in written notice to the Association.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered. The change of the mailing address of any party, as specified herein, shall not require an amendment to the Declaration of Condominium.

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined. The Developer shall have the right to use a portion of the common elements of the Condominium property for parking for prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to display and erect signs, billboard and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the common elements of the Condominium property.

I. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

J. The captions used in this Declaration of Condominium and Exhibits are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

84584 P0114

K. Subsequent to the filing of this Declaration of Condominium, the Condominium Association - when authorized by a vote of not less than three-fourths (3/4) of the total vote of the members of the Association and approved by the owners and holders of Institutional First Mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against the units in this Condominium, may acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith, shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses. The provisions of this Paragraph K are paramount to and superior to Article VII of this Declaration as to the matters set forth in this paragraph.

L. Where an Institutional First Mortgage by some circumstance fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits, be deemed to be an Institutional First Mortgage.

M. If any term, covenant, provision, phrase or other element of the Condominium Documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium Documents.

N. 1. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed. The Developer has constructed the building(s) and improvements substantially in accordance with the Plans and Specifications on file in the Building and Zoning Department of the applicable governmental authority and as same have been modified, and this is the full extent of the Developer's liability and responsibility.

2. The Developer shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint over walls, both interior and exterior, loss or injury caused in any way by the elements; the water tightness of windows and doors, defects which are the result of characteristics common to the materials used, and damage due to ordinary wear and tear or abusive use, collection of water within the buildings or on any portion of the Condominium property, nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual unit owner and it shall be understood and agreed that the Developer shall bear no responsibility in any way as to the matters provided in this paragraph to the Condominium Association and unit owners. Guaranties have been obtained from certain Sub-Contractors, and warranties have been obtained from the manufacturer of certain appliances and equipment, as specified by said manufacturer, and it shall be the obligation of the Condominium Association and its members to enforce such guaranties and warranties.

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3. The terms and provisions under this paragraph are modified by the provisions of F.S. 718.203 and the warranties set forth therein shall be deemed to be repeated and realleged herein. THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE WARRANTIES SET FORTH AS TO THE DEVELOPER IN SECTION 718.203, FLORIDA STATUTES. DEVELOPER DOES HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE THAT MAY BE DUE FROM DEVELOPER, WHETHER IN REGARD TO THE BUILDING OR CONDOMINIUM UNIT ITSELF, THE PERSONAL PROPERTY CONTAINED THEREIN, THE FIXTURES CONTAINED THEREIN, OR THE VISTA LAGO RECREATION AREA. THIS IS A LIMITED WARRANTY PURSUANT TO FEDERAL LAW.

4. The Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits.

O. No condominium parcel owner shall bring, or have any right to bring any action partition or division of the condominium property, including the recreation facilities.

P. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations and all matters of record and, if applicable, any right of any governmental authority or agency as to any submerged land, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building(s) and improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members. Where applicable, riparian and littoral rights as to the Condominium property are disclaimed by the Developer; however, the Association and its members shall have the same riparian and littoral rights as to the Condominium property as the Developer has at this time.

The Condominium Association and its members, the Developer, its successors, assigns and designees, by virtue of the execution of this Declaration and Exhibits by said Condominium Association and Developer hereby grant to each other and the designees of the Developer an easement for ingress and egress over, through and across the paved area of the common elements, other than the parking spaces, which is intended for vehicular and pedestrian traffic, and such parties are further hereby granted a pedestrian easement over, through and across the common elements of the Condominium. The foregoing easement over, through and across the paved area of the common elements of the Condominium other than the parking spaces shall be referred to as a "parking street easement" or "access easement" or "roadway" or "drive" or "drive or roadway easement" and same are designated in Exhibit No. 1 annexed to this Declaration. The Condominium property may not be abutting, contiguous or adjacent to any public street, road or rights-of-way. Where such is the case, the Developer covenants to provide access from the nearest public street, road or right of way to the

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Condominium property for ingress and egress for vehicular and pedestrian traffic and said area shall be referred to as a "parking street easement" or "ingress and egress easement" or "street easement" or "access easement" or "roadway" or "drive" or "drive or roadway easement"; however, where all or a portion of such easement area is over and across a property which may become a Condominium or a property which is not a Condominium but is improved with an apartment building, then in such event the part of said area over and across said Condominium or non-Condominium property, as aforesaid, shall be referred to as a "parking street easement" or "ingress and egress easement" or "street easement" or "access easement" or "roadway" or "drive" or "drive or roadway easement". Where applicable, the easements previously referred to herein are as designated in Exhibit No. 1, and where applicable, Exhibit No. 5 annexed to this Declaration. The easements as provided above are hereby granted by virtue of the execution of this Declaration and Exhibits by the Condominium Association(s) and the Developer to each other and the Developer's designees and same are further granted thereby to and for the benefit of owners and occupants, including the Condominium Association(s) and its members contained within the Condominium Complex, as determined by the Developer. The easements hereinbefore provided in this paragraph for vehicular and/or pedestrian purposes shall also apply to the Vista Lago Recreation Area. The aforesaid easements shall also be for the benefit of all owners of a portion of the real property and persons resident upon the lands or portions of the lands which are more fully described in Exhibit B attached hereto. The aforesaid easements for the aforesaid parties are also for the purpose of giving said parties the use and enjoyment and access to and from any lakes, canals, lagoons, waterways and pedestrian walkways within the Condominium Complex which is more fully described in Exhibit B attached hereto.

No right shall ever accrue to the public from the above described easements and said easements shall endure to January 1, 2079, and thereafter for successive periods of ten (10) years unless sooner terminated by a recorded document duly executed and recorded by the persons required. Said easements may be terminated in whole or in part prior to January 1, 2079, and thereafter upon the joint consent of the Developer, its successors and assigns, and the owners of all the lands which are entitled to the use of said easements except where all or portions of said lands shall have been submitted to Condominium ownership, the Condominium Association(s) responsible for the operation and management of said Condominium(s) are irrevocably appointed and authorized by the Condominium parcel owners to execute said instrument and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing easement areas shall be subject to such easements as may be required for drainage and utility service purposes as the Developer may hereafter deem necessary and the Developer shall have the right in its sole discretion to grant such drainage and utility service easements over, upon, across and under said easement areas as it deems necessary and the consent of no other party shall be required. The unit owners of this Condominium and the Condominium Association shall be responsible for the care and maintenance of those portions of the Condominium property that are designated as and are subject to being an easement, including landscaping thereon, and said unit owners shall share the total cost thereof. The Developer may convey all or part of the easement areas to the proper governmental authorities causing same to become public roads and the Developer may also, at such time as it determines, convey fee simple title to such easements areas to the Condominium Association(s) which comprise the Association(s) formed to operate the Condominium Complex and the owners of real property within the Complex which may not be Condominiums, as it determines in its sole discretion, as to easement areas which are not a portion of Condominium's property. Where the Developer grants additional easements in the Complex as to such

B4584 P0117

additional properties as it determines which connect with the easements designated in Exhibit No. 1 annexed to this Declaration, the same shall automatically be a part of the easements hereinbefore provided as if originally set forth herein.

Q. In order to insure the Condominium with adequate and uniform water service and sewage disposal service, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of said Condominium and the unit owners therein for said service. Pursuant to the foregoing, the Developer has, will or may contemporaneously herewith contract for the furnishing of said services and the Association and unit owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility agreement. Where the applicable governmental authority does not provide waste and trash removal, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of this Condominium and the unit owners therein to provide waste and trash removal with a private company providing said services, and the Association and unit owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said waste and trash removal agreement. The Condominium Association and its members further agree that the Developer may enter into said agreement on behalf of and as agent for the Condominium Association and its members. The said waste and trash removal agreement shall be for such period of time and upon such terms and conditions as the Developer determines in its sole discretion.

R. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits shall be paramount to the Condominium Act as to those present provisions where permissive variances are permitted; otherwise, the present provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

S. The provisions of F.S. 718.303(1) entitled "Remedies for Violation" shall be in full force and effect and are incorporated herein, The Association may bring an action pursuant to the Statute aforescribed.

T. Due to the requirements of FHLMC, the following provisions are hereby made a part of this Declaration of Condominium and Exhibits and said provisions are paramount to any contrary provisions in this Declaration and Exhibits and, where applicable, the appropriate provisions in this Declaration and Exhibits shall be deemed to be changed and modified by these provisions. The following are said provisions, to wit:

1. The holder of any mortgage encumbering a Condominium unit shall be entitled to written notification from the Condominium Association of any default by a unit owner and/or mortgagor of such unit in the performance of such unit owner and/or mortgagor's obligations under the Condominium documents which is not cured within thirty (30) days.

2. Any holder of a mortgage encumbering a Condominium unit which comes into possession of said unit pursuant to the remedies provided in said mortgage, or foreclosure of said mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal", including but not limited to all of the provisions of Article XI of the Declaration of Condominium.

3. Any holder of a mortgage encumbering a Condominium unit which comes into possession of said unit pursuant to the remedies provided in said mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property, i.e., Condominium parcel-unit, free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all units including the mortgaged unit) unless such claims for unpaid assessments or charges are secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the unenclosed mortgage where a deed in lieu of foreclosure is obtained. The foregoing provisions in this Paragraph 3 shall be deemed to change the provisions of Article X of the Declaration of Condominium, where applicable.

4 Unless all holders of first mortgage liens on individual units have been given their prior written approval, the unit owners, voting members of the Condominium Association and the Condominium Association shall not be entitled to:

(a) Change the pro-rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the Condominium.

(b) Partition or subdivide any unit or the common elements of the Condominium, nor

(c) By act or omission seek to abandon the condominium status of the Condominium except as provided by the applicable provisions of F.S. 718 et seq., and except in the case of "very substantial" damage, as provided in Article XII.B.6 of the Declaration of Condominium.

The provisions of Article XVI of the Declaration of Condominium, which said Article is entitled "Termination", shall be deemed amended pursuant to the provisions hereinabove set forth under this Article XVIII.T.4 and 4(a), (b) and (c).

5. All taxes, assessments and charges which may become liens prior to a mortgage encumbering a Condominium unit under Florida law shall relate only to the Condominium unit and not to the Condominium as a whole.

6. Any holder of a first mortgage encumbering a Condominium unit shall have the right to examine the books and records of the Condominium Association, and to require the submission of annual reports and other financial data.

U. Escrow Account for Insurance and Certain Taxes:-  
There may be established and maintained, as determined solely by the Board of Directors, in a local, national or state Bank, or a Federal or State Savings and Loan Association, two (2) interest-bearing Savings and Deposit Accounts, in order to accumulate sufficient monies for the following purposes:

1. To pay all insurance premiums for the insurance on the Condominium property obtained and purchased by the Association, pursuant to Article XII of this Declaration; and,

2. TO pay all real and personal property taxes assessed by the taxing authorities aforescribed for property owned by the Condominium, or taxes which the Condominium is required to pay as part of its common expenses, which taxes are not included in the taxes assessed by the taxing authorities against the individual Condominium parcels.

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The foregoing provisions shall be deemed to include the recreation area and facilities. On or before the thirtieth day of each month, the Association may cause two (2) checks to be issued and drawn on the Association's bank account - each check being equal respectively to one-twelfth (1/12th) of the estimated yearly amounts as to Items 1. and 2. above, and said checks shall be immediately deposited into the appropriate Savings Deposit Account.

These accounts shall be maintained in the state or national bank or State or Federal Savings and Loan Association owning and holding the first recorded mortgage encumbering a Condominium unit, and upon the aforesaid mortgagee's no longer owning and holding a mortgage on a unit, then these accounts shall be maintained in the Bank or Savings and Loan Association having the highest dollar amount of indebtedness of institutional first mortgages owing against the Condominium units. Where said Institutional First Mortgagee is not a state or national bank or State or Federal Savings and Loan Association, said accounts shall be maintained in one of the foregoing as selected by said institutional First Mortgagee. These accounts shall have the right of withdrawal restricted to a joint request by the Board of Directors and the Institution holding the first recorded mortgage encumbering a unit, and thereafter, the Institution having the highest dollar amount of indebtedness on units.

If, for any reason, the Association does not pay the real property taxes assessed as to Item 2. above within sixty (60) days after these taxes are permitted by law to be paid, then the Institution having the right of withdrawal, as aforescribed, shall have undisputed right to withdraw, without the written consent of the Board of Directors, such sums of money as are necessary to pay Item 2. Similarly, in the event the annual premium as to Item 1. above is not paid on or before its due date, said Institution having the right of withdrawal, as aforescribed, shall have the right, without the necessity of securing the written consent of the Board of Directors, to withdraw such sums of money as are necessary to pay the ten due premiums.

Should a Condominium unit owner fail to pay that portion of the monthly assessment relating to Items 1. and 2 above within thirty (30) days from its due date, the Association shall have the right, but it is not required, to advance the necessary funds so as to deposit the required monthly sum into the savings Deposit Accounts. The Association shall have a lien for all sums so advanced, together with interest thereon. It shall also have the right to assign its lien to any unit owner or group of unit owners, or to any third party. In the event the Association does not advance funds, as aforesaid, the holder of an Institutional First Mortgage on the delinquent unit, or the Institution having the right of withdrawal, as aforesaid, or the Institution having the highest dollar indebtedness on Condominium units, may advance the necessary funds into the Savings Deposit Accounts to make up the deficiency. Said Institution shall have a lien for all sums so advanced, and may bring suit to foreclose the interest of the delinquent Condominium unit owner in his Condominium unit. The Condominium unit owners herein consent to the establishment of such lien as a result of these advances in favor of the Institution(s), or the Association, as aforescribed. However, no such foreclosure action may be brought by said Institution or individual or group of individuals, where the necessary funds are advanced until the delinquent unit owner has received not less than ten (10) days written notice in this regard. The lien rights as established for the matters set forth in this paragraph shall be subject to the same priorities and limitations as set forth in Article X of this Declaration of Condominium.

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XIX.

CONDEMNATION - EMINENT DOMAIN

In the event of a taking by condemnation or eminent domain of all or a part of the Condominium, regardless of the amount of such taking, this Condominium may only be terminated in the manner provided in Article XVI of this Declaration as to voluntary termination. Subject to the foregoing, the applicable provisions under Article XII.B of this Declaration shall apply to the foregoing, including without limitation, provisions affecting receipt and disbursement of the Condominium award, responsibilities of the Insurance Trustee, the disbursement of monies by the Insurance Trustee toward the cost of repair or restoration and, where applicable, to the unit owners. All awards under the provisions of this Article shall be paid to the Insurance Trustee and all monies held by the Insurance Trustee shall be disbursed for repair and restoration; however, where applicable, monies held by the Insurance Trustee for unit owners shall be disbursed to the unit owner and holder of a first mortgage on a unit in place of the unit owner, pursuant to the applicable provisions under Article XII.B of this Declaration. Where the award is not sufficient to cover the cost of repair or restoration and this Condominium is not terminated pursuant to the applicable provisions for voluntary termination, as provided in Article XVI of this Declaration, the Association shall immediately determine and levy such assessment against the applicable units in this Condominium as are deemed necessary to cover the cost of such repair or restoration, pursuant to the applicable provisions of Article XII.B.2. The Condominium property and improvements thereon remaining after a taking by condemnation or eminent domain must be repaired or restroed, as the case may be, as herein provided, unless this Condominium is voluntarily terminated pursuant to Article XVI of this Declaration. Such taking by condemnation or eminent domain shall not disturb the first lien priority of a first mortgage encumbering a unit except to the extent as is specifically provided herein.

Notwithstanding any of the terms and provision contained in this Declaration of Condominium to the contrary, the Association, Condominium Unit Owner, or any other party, shall not have priority over the rights of any First Mortgagee of the applicable condominium unit, pursuant to its mortgage, in the case of a distribution to the owner of such unit of condemnation award (s) for losses to or taking of a condominium unit and/or common element; therefore, a First Mortgagee whose mortgage so provides, shall, in the event of a loss to or taking of a condominium unit and/or common element, have the right to require the application of condemnation award(s) to the payment of its mortgage.

XX.

MANAGEMENT AGREEMENT

The Association has the option of entering into a Management Agreement, a copy of which is annexed hereto as Exhibit No. 4 and made a part hereof. If entered into, each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement.

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IN WITNESS WHEREOF, LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, attested by its Secretary, this 28th day of May, 1985.

Signed, Sealed and Delivered in the presence of:

LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

Miriam Kuskin

Margaret McMahon

By: Steve Brody (SEAL)  
President Steve Brody

Attest: Edward Cunningham (SEAL)  
Secretary Edward Cunningham  
(ASSOCIATION)

STATE OF FLORIDA )  
COUNTY OF Dade ) SS:

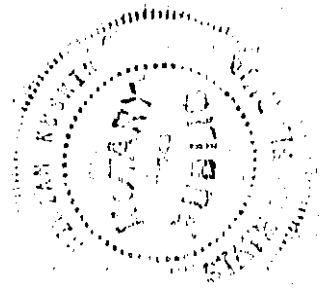
BEFORE ME, the undersigned authority, personally appeared Steve Brody and Edward Cunningham to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at the State and County aforesaid, this 28th day of May, 1985.

Miriam Kuskin (SEAL)  
Notary Public  
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB 13 1987  
BONDED THRU GENERAL INSURANCE UND



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UNOFFICIAL COPY





EAST LINE - LWDD E-3 1/2' } W. LINE - LASO DEL REY - PLAT 14

308.54

NOT A CERTIFIED COPY

B4584 P0124

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

E 12 SANITARY SEWER ESSENT  
EAST

252.93

E 10 DRAINAGE ESSENT.

NORTH

210.03

B4584 P0125

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when received.

P.O.B WEST  
N  
712.43

235.0'

195.0'

SOUTH

11-00-01-15-11

WEST R/W LINE - HOMEWOOD BLVD.

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RECORDER'S MEMO: Legibility  
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when received.

LEGAL DESCRIPTION

VISTA LAGO  
Parcel 18 A

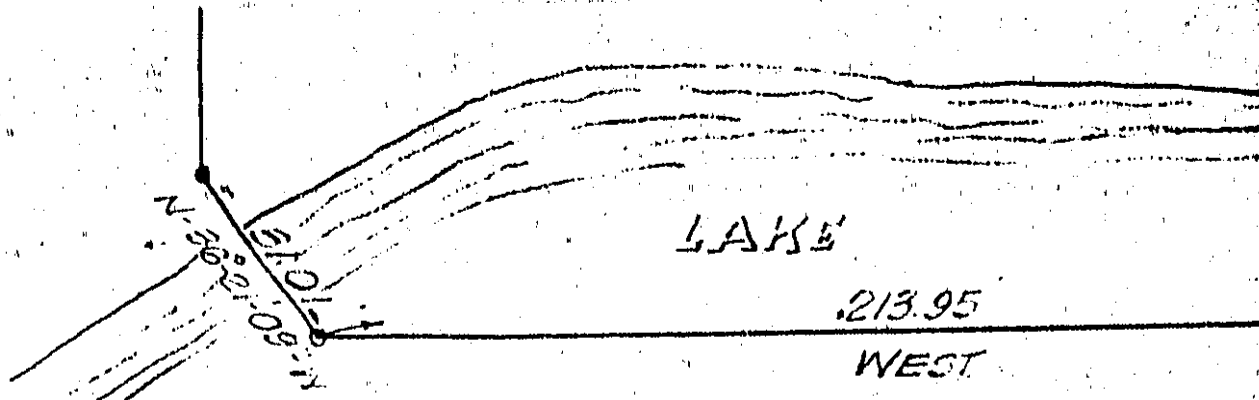
A portion of Tracts "A" and "B", LAGO DEL REY, as recorded in Plat Book 30, page 69 and a portion of LAGO DEL REY PLAT II A, as recorded in Plat Book 39, page 170, Public Records of Palm Beach County, Florida, and other lands lying in the West half (W 1/2) of the northwest quarter (NW 1/4) of Section 19, Township 46 South, Range 43 East, City of Delray Beach, Palm Beach County, Florida, more particularly described as follows:

Commencing at the northeast corner of said Tract "A", LAGO DEL REY: thence on a bearing of North 0°01'15" along the West right of way line of Homewood Boulevard, said right of way line being also the East line of the West half (W 1/2) of the northwest quarter (NW 1/4) of Section 19, aforesaid, a distance of 557.55 feet; thence due West a distance of 712.49 feet to the Point of Beginning; thence South a distance of 235.00 feet; thence West a distance of 213.95 feet; thence North 36°21'09" West a distance of 31.01 feet; thence North a distance of 210.03 feet; thence East a distance of 232.33 feet to the Point of Beginning.

Subject to easements and Rights-of-Way of record.

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**LEGEND:**

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- - SET IRON PIN

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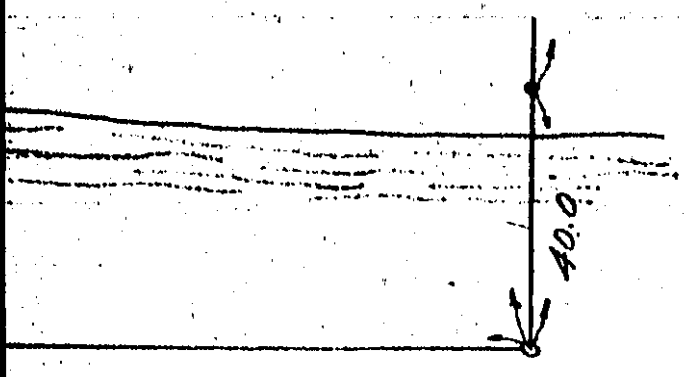
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S C V A
DATE / /
SURVEY and

BOOK

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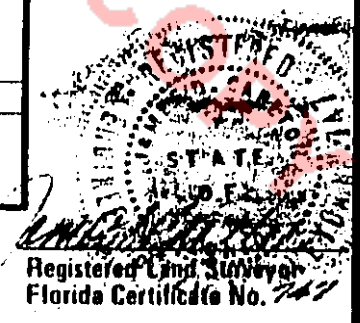
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**SURVEY OF:**  
**CONDOMINIUM 18"A**  
**VISTA LAGO, DELRAY BEACH**  
**PALM BEACH COUNTY, FLORIDA**

DATE <i>MAR 1984</i>	SCALE <i>1"=30'</i>	PLAT BOOK NO. —	PAGE NO. —
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**JAMES D. CARLTON, INC.**  
 REGISTERED ENGINEERS & LAND SURVEYORS

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and there are no encroachments.



BOOK — PAGE —

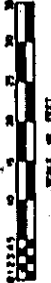
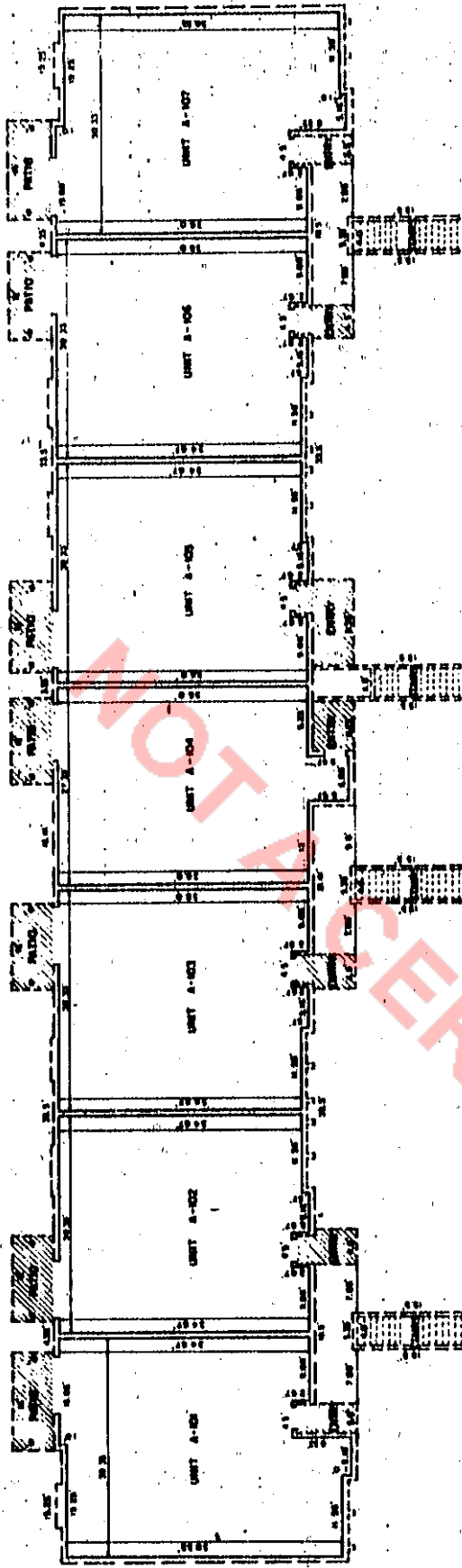
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FLOOR PLAN OF TWO STORY APARTMENTS - FIRST FLOOR

# VISTA LAGO CONDOMINIUM 18A

EXHIBIT NO 1 TO THE DECLARATION OF CONDOMINIUM OF, VISTA LAGO CONDOMINIUM 18A

NOTE:  
 LETTER WHICH APPEARS IN THE UNIT DEMONSTRATES  
 THE BUILDING IN WHICH THIS UNIT IS LOCATED  
 IS CONDOMINIUM OWNERS' AS LOCATED IN  
 BUILDING A.

*James D. Carlton*  
 JAMES D. CARLTON  
 REGISTERED SURVEYOR OF FLORIDA

LEGEND  
 HIGHLIGHTED LIMITED COMMON ELEMENTS  
 THE CURTAIN, AND BATH AREA ARE  
 LIMITED COMMON ELEMENTS OF THE UNIT  
 BY VOUCHER NO. 18A-0001

SHEET 2 OF 3	
<p><i>James D. Carlton</i>          JAMES D. CARLTON          REGISTERED SURVEYOR OF FLORIDA</p>	<p><b>JAMES D. CARLTON, INC.</b>          CONSULTING ENGINEERS AND LAND SURVEYORS          1415 BEECHCROFT BOULEVARD WEST PALM BEACH FLORIDA 33411-1001</p>

**RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.**



VISTA LAGO CONDOMINIUM 18-A  
SCHEDULE OF UNITS

Condominium Unit and Parcel Number	Type	Fractional Undivided Interest in Common Elements and Unit Owner's Share of Com- mon Expenses
101	1 story villa	1/14th
102	1 story villa	1/14th
103	1 story villa	1/14th
104	1 story villa	1/14th
105	1 story villa	1/14th
106	1 story villa	1/14th
107	1 story villa	1/14th
201	1 story villa	1/14th
202	1 story villa	1/14th
203	1 story villa	1/14th
204	1 story villa	1/14th
205	1 story villa	1/14th
206	1 story villa	1/14th
207	1 story villa	1/14th

NOT A CERTIFIED COPY

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 30, 1980, as shown by the records of this office.

The charter number for this corporation is 753550.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
4th day of August, 1980.



CER 101 Rev. 8-79

George Firestone  
Secretary of State

B4584 P0134

753550

FILED  
JUL 30 12 25 PM '30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the State of Florida, pursuant to Florida Statute 617 et seq., and hereby certify as follows:

ARTICLE I.

The name of this Corporation shall be:

LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The general purpose of this non-profit Corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718 et seq.) for the operation of LAGO DEL REY NORTH CONDOMINIUM 19-DEF, a Condominium to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said Condominium and carry out the functions and duties of said Condominium Association, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto. The Corporation shall also be the Association for the operation of additional Condominiums which may be created on the property adjacent to the above specified Condominium as specified in the Declaration of Condominium that shall be filed in the Public Records of Palm Beach County, Florida, for the above specified Condominium. The Board of Directors shall have the authority in its sole discretion to designate the above Corporation as the Association for such additional condominium(s) and, in such instance(s), the provisions hereafter in these Articles of Incorporation shall be interpreted in such a manner as to include such additional condominium(s).

B4584 P0135

ARTICLE III.

All persons who are owners of condominium parcels within said Condominium shall automatically be members of this Corporation. Such membership shall automatically terminate when such person is no longer the owner of a condominium parcel. Membership in this Corporation shall be limited to such condominium parcel owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said Condominium among the Public Records of Palm Beach County, Florida.

ARTICLE IV.

This Corporation shall have perpetual existence.

ARTICLE V.

The names and residences of the Subscribers to these Articles of Incorporation are as follows:

Aron Drost	700 Homewood Boulevard Delray Beach, Florida 33445
James J. Sarno	700 Homewood Boulevard Delray Beach, Florida 33445
E.P. McAtamney	700 Homewood Boulevard Delray Beach, Florida 33445

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate shall be established by the By-Laws.

84584 P0136

Section 2. The principal officers of the Corporation shall be:

President  
Vice-President  
Secretary  
Treasurer

(the last two officers may be combined), who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

Aron Drost  
James J. Sarno  
E.P. McAtamney

President  
Vice-President  
Secretary-Treasurer

ARTICLE VIII.

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

	<u>Address as to all Directors:</u>
Aron Drost	700 Homewood Boulevard Delray Beach, Florida 33445
James J. Sarno	700 Homewood Boulevard Delray Beach, Florida 33445
E.P. McAtamney	700 Homewood Boulevard Delray Beach, Florida 33445

ARTICLE IX.

The street address of the initial Registered Office of this Corporation is: 700 Homewood Boulevard, Delray Beach, Florida 33445, and the name of the initial Registered Agent is E.P. McAtamney.

ARTICLE X

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

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Prior to the time the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or rescind the said By-Laws by a majority vote.

After the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified by the membership at the Annual Meeting, or at a duly convened special meeting of the membership attended by a majority of the membership, by vote, as follows:

- A. If the proposed change has been approved by the unanimous approval of the Board of Directors, then it shall require only a majority vote of the total membership to be adopted.
- B. If the proposed change has not been approved by unanimous vote of the Board of Directors, then the proposed change must be approved by three-fourths (3/4) of the total vote of the membership.

No Amendment shall change the rights and privileges of the Developer referred to in the Declaration without the Developer's written approval.

#### ARTICLE XI.

Amendments to these Articles of Incorporation may be proposed by any member of director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article X above. Said Amendment(s) shall be effective when a copy thereof, together with an attached Certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the Secretary of State and all filing fees paid.

B4584 P0138

ARTICLE XII.

This Corporation shall have all the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits thereto annexed.

ARTICLE XIII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may not pay compensation to its members, directors and officers for services rendered, may not confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIV.

Upon dissolution or final liquidation of the Association, its assets shall be dedicated to an appropriate public agency or utility to be maintained and devoted to purposes as nearly as practicable the same as those to which

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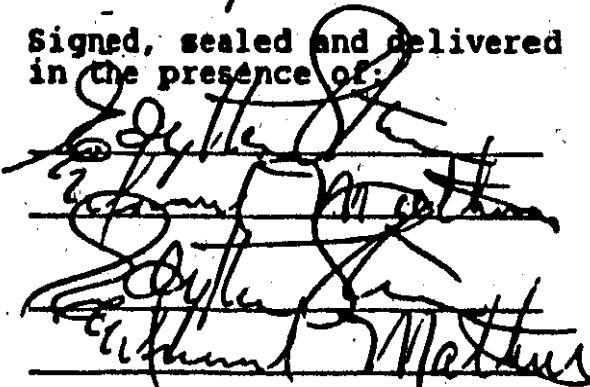
they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be maintained devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of these Articles of Incorporation, the By-Laws of the Association or the Declarations of Condominium, or any amendments to such instruments.

ARTICLE XV.


The foregoing terms and provisions of Article I through Article XIV, inclusive, of these Articles of Incorporation shall be limited and deemed amended to comply with the applicable provisions of Chapter 718 of the laws of the State of Florida as of the date of the recording of the aforescribed Declaration in the Public Records of the County where same is located, where such provisions of said Chapter are determined as a matter of law to apply to and be paramount to the applicable terms and provisions of these Articles of Incorporation.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals, on this 23<sup>RD</sup> day of July, 1980.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_

 (SEAL)  
Aron Drost

 (SEAL)  
James J. Sarno

B4584 P0140

Margaret Salvatori  
Mary C. Conde

E.P. McAtamney (SEAL)  
E.P. McAtamney

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS

BEFORE ME, the undersigned authority, personally appeared:

ARON DROST  
JAMES J. SARNO  
E.P. MCATAMNEY

who, after being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation of LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this 23<sup>rd</sup> day of July, 1980.

Mary C. Conde (SEAL)  
NOTARY PUBLIC, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV 24 1983  
FORGED FROM ORIGINAL FILE 1980 JUL 23 1980

JDK74C:blw

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RESOLUTION OF LAGO DEL REY NORTH  
CONDOMINIUM ASSOCIATION, INC.

At a special meeting of the Board of Directors , the following resolution was unanimously adopted by the Board of Directors of the Association:

WHEREAS, Article II of the Articles of Incorporation of the Association provides that the Association shall also be the association for the operation of additional condominiums which may be created on the property adjacent to the condominium referred to in the Articles of Incorporation; and

WHEREAS, Vista Lago Condominium 18-A is a proposed condominium to be created on the aforesaid property, it is

RESOLVED, that the Association shall operate and administer Vista Lago Condominium 19ABC commencing at the time of the filing of the Declaration of Condominium for Vista Lago Condominium 18-A and that the Unit Owners of Vista Lago Condominium 19ABC shall be members of the Association.

NOT A CERTIFIED COPY

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EXHIBIT 3 TO  
DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION OF  
FLORIDA NON-PROFIT CORPORATION

Please see the notation to Exhibit 2 of the Declaration of Condominium (the "By-Laws") wherein it states that it is the intention of the Developer to change the name of the Association to Vista Lago Condominium Association, Inc., and to replace the Directors and the Officers with Directors and Officers affiliated with the Developer. Included with the Exhibit for the Articles of Incorporation is a Resolution of the Board of Directors of the Association.

NOT A CERTIFIED COPY

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EXHIBIT "C" TO OFFERING CIRCULAR

B Y - L A W S  
OF  
FLORIDA NON-PROFIT CORPORATION

ARTICLE I  
IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is a Florida Corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

Section 1. The office of the Association shall be at the Condominium property or at such other place as may be subsequently designated by the Board of Directors.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Condominium to which these By-Laws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are attached. As used herein and in the Declaration of Condominium to which these By-Laws are attached and the other Exhibits to said Declaration of Condominium, the terms "Board of Directors" and "Board of Administration" are synonymous.

ARTICLE II  
MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units in the Condominium wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of Condominium of said Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Any application for the transfer of membership or for a conveyance of an interest in, or to encumber or lease a Condominium parcel, where the approval of the Association is required, as set forth in these By-Laws and the Declaration

of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting.

(a) The owner(s) of each Condominium unit shall be entitled to one (1) vote for each Condominium unit owned. If a Condominium unit owner owns more than one (1) unit, he shall be entitled to vote for each unit owned. The vote of a Condominium unit is not divisible.

(b) A majority of the members' votes at a duly constituted meeting pursuant to Section 3, Article II, of these By-Laws shall decide any question unless the Declaration of Condominium, By-Laws, Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in the said Declaration of Condominium, By-Laws or Articles of Incorporation shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. Proxies shall only be effective for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which the proxy was given.

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate or until a change in the ownership of the unit concerned takes place. If a

B4584 P0145

Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:-

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)

(c) Where they do not designate a voting member and only one is present at a meeting, the person present may cast the unit vote just as though he or she owned the unit individually and without establishing the concurrence of the absent person.

Section 6. Notwithstanding anything to the contrary in these By-Laws, should a matter which requires a vote or meeting of members which reside in a particular condominium(s), the vote and meeting of such affected members shall only be required.

#### ARTICLE III

##### MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium property, or at such other place and at such time as shall be designated by the Board of Directors and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each unit owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) days prior to said meeting. The provisions of this Section, where applicable, shall be modified by the paramount provisions of F.S. 718.112(2)(f) and F.S. 718.301(1) and (2). Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association and posted as hereinbefore set forth provided, however, that notice of annual meetings shall be mailed in accordance with F.S. 718.112(2)(d).

Section 3. Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting, provided, however, should a director(s) be elected at a special meeting, voting shall be in the manner provided in this Section 3.

B4584 P0146

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof. The provisions of this Section, where applicable, shall be modified by the paramount provisions of F.S. 718.112(2)(f) and F.S. 718.301(1) and (2).

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

#### ARTICLE IV

#### DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than thirteen (13) persons, as is determined from time to time by the members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be members of the Association provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members. Notwithstanding the provisions of the first sentence in this Section, the Developer shall be entitled to determine from time to time the number of the Directors that will govern the affairs of the Association until such time as the Developer is no longer entitled to elect or designate Directors or a Director, pursuant to F.S. 718.301. The Developer shall be entitled to elect or designate all of the Directors of the Association subject to the paramount pro-

84584 P0147

RECORDERS MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

visions of F.S. 718.301(1) and pursuant to said F.S. 718.301(1), when unit owners other than the Developer own 15% or more of the units in a Condominium that will be operated by the Association, said unit owners, other than the Developer, shall be entitled to elect one-third of the members of the Board of Directors and when unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors pursuant to the aforesaid Statute, the number of Directors that shall govern the affairs of the Association shall be determined by the Developer for the period of time hereinbefore provided and during that period of time that the unit owners are entitled to elect not less than a majority of the members of the Board of Directors, they shall only be entitled to elect a simple majority of the members of the Board of Directors and the remaining Directors shall be elected or designated by the Developer subject to the limitations of the aforesaid Statute. All of the applicable provisions of F.S. 718.301, subject to the terms and provisions hereinbefore set forth, shall be deemed incorporated herein; however, said terms and provisions shall be limited and deemed amended to comply with the applicable provisions of F.S. 718.301 where such provisions of said Statute are determined as a matter of law to apply to and be paramount to the aforesaid terms and provisions of this Section. The use of the term "unit owner" in this Section and pursuant to F.S. 718.301(1), where applicable, means Voting Members, pursuant to Article II, Section 5 of these By-Laws.

Section 2. First Board of Directors.

(a) The first Board of Directors who shall hold office and serve until the first annual meeting of members and until their successors have been elected and qualified, shall consist of the following:

Aron Drost  
James J. Sarno  
E.P. McAtamney

(b) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time 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.

Section 3. Removal of Directors. Subject to the provisions of F.S. 718.301, any one or more of the Directors may be recalled and removed from office, with or without cause, by the affirmative vote of the voting members or agreement in writing by a majority of all voting members, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below. A special meeting of the members to recall a Director or Directors may be called by ten (10%) percent of the members giving notice of the meeting as required for a special meeting of members and the notice shall state the purpose of the meeting.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or

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successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for the meeting and notices of such meetings shall be posted conspicuously on the Condominium property at least 48 hours in advance of such meeting except in an emergency.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice-President or by a majority of the members of the Board of Directors by giving five (5) days' notice in writing to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting and a copy of same shall be posted conspicuously on the Condominium property at least 48 hours in advance of such meeting except in an emergency.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present

B4584 P0149

may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

Section 10. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to, the following:-

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, and of the common areas and facilities, and the surface water management system and water management portions of the common elements, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises. The foregoing also includes the Lago Del Rey North Recreation Area.

(d) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the Condominium units therein, and the Lago Del Rey North Recreation Area.

(e) To contract for the management of the Condominium and the Lago Del Rey North Recreation Area.

(f) The further improvement of the Condominium property, both real and personal, and the Lago Del Rey North Recreation Area and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the applicable Florida Statutes, and as amended, subject to the provisions of the Declaration of Condominium, this Association's Articles of Incorporation and these By-Laws.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The Committee or Committees shall have such name or names as may be determined from time to time by the Board of Directors, and said Committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by unit owners when such is specifically required.

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ARTICLE V

OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other Officers as the Board of Directors deems necessary.

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors provided, however, that no Officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice-President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of unit owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by F.S. 718.111(7), including (a) and (b) thereunder.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

## ARTICLE VI

### FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, and all Officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Calendar Year. The Association shall be on a calendar year basis. The Board of Directors is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable. Notwithstanding the foregoing, the Board of Directors may not change to a fiscal year for the Association, as hereinbefore provided, without the approval of the member or all of the members of the Board of Directors that are elected or designated by the Developer, pursuant to F.S. 718.301(1) and these By-Laws, and when the Developer is no longer entitled to elect a member of the Board of Directors, said Board of Directors may not change a fiscal year for the Association, as hereinbefore provided, without the approval of the Developer as long as the Developer is offering units for sale in this Condominium. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws as to the requirement of one annual meeting in each calendar year, as set forth therein.

B4584 P0152

Section 4. Determination of Assessments.

(a) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium and subject to the terms of the Declaration of Condominium, the Lago Del Rey North Recreation Area. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Said assessments shall be payable monthly, in advance, and shall be due on the first day of the applicable month in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws and said Declaration of Condominium are common expenses of this Condominium.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and upon request said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each calendar year pursuant to F.S. 718.112(2) (f).

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

Section 7. An audit or financial report, which need not be certified, of the accounts of the Association shall be made annually commencing with the calendar year after the year in which the first annual meeting takes place, as provided for in Article III, Section 3 of these By-Laws. Said audit or financial report shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than sixty (60) days after the end of the year for which the report is made. The Board of Directors is only required to render a statement for each calendar year no later than sixty (60) days after the end of the year, and said statement shall be made available to the members of the Association and during this time the Board of Directors shall cause a continual internal audit of accounts of the Association to be performed; however, no independent or external audit by an accountant or other parties is required during such time as the Developer has the right to elect the majority of the Board of Directors. The foregoing report shall be prepared in accordance with the requirements of F.S. 718.111(13).

#### ARTICLE VII

##### ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the Condominium which this Association operates and maintains except as specifically provided for in said Condominium's Declaration of Condominium.

The foregoing is subject to the paramount provisions of Article XVII of the Declaration of Condominium to which these By-Laws are attached as Exhibit No. 2.

#### ARTICLE VIII

##### COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:-

- (a) An action to recover for its damage on behalf of the Association or on behalf of the other unit owners.
- (b) An action to enforce performance on the part of the unit owner; or
- (c) An action for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner, Etc. All unit owners 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 the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including costs and reasonable attorney's fees on appeal, as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium 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 granted to such other party by Condominium documents or at law or in equity.

## ARTICLE IX

### ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or

lease, as described in Article XI of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent" upon the proposed terms, upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon. The provisions of Article XI of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of lot owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of Article X of the Declaration of Condominium to which these By-Laws are attached, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

#### ARTICLE X

##### AMENDMENTS TO THE BY-LAWS

- The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:-

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

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(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of the total votes of the members of the Association; and,

(4) Said Amendment shall be recorded and certified as required by the Condominium Act.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration of Condominium to which these By-Laws are attached.

#### ARTICLE XI

##### NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration of Condominium to which these By-Laws are attached and, where applicable, in accordance with F.S. 718 et seq.

#### ARTICLE XII

##### INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

#### ARTICLE XIII

##### LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

#### ARTICLE XIV

##### LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property and where applicable the recreation facilities, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

ARTICLE XVI

LIENS

Section 1. Protection of Property. All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee. If a register is maintained, the Association may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVII

RULES AND REGULATIONS

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The foregoing shall also apply to the Lago Del Rey North Recreation Area. A copy of the Rules and Regulations adopted from time to time as herein provided shall, from time to time, be posted in a conspicuous place and/or copies of same shall be furnished each unit owner.

Section 2. As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s), provided

however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium's property and/or copies of same shall be furnished to each unit owner.

Section 3. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Condominium documents, or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws as between these By-Laws and the Declaration of Condominium, the provisions of said Declaration shall prevail.

#### ARTICLE XVIII

##### PROVISO

The terms and provisions of Article I through Article XVII, inclusive, in these By-Laws shall be limited and deemed amended to comply with the applicable provisions of F.S. 718 et seq. as of the date of the initial recording of the By-Laws in the Public Records, where such provisions of said F.S. 718 et seq. are determined as a matter of law to apply to the terms and provisions of said Article I through Article XVII, inclusive, of these By-Laws. All of the Articles and Sections in these By-Laws and, where applicable, the provisions relating thereto, as set forth in the Declaration of Condominium to which these By-Laws are attached and the Exhibits attached to said Declaration, shall be limited and deemed amended to comply with the applicable provisions of F.S. 718 et seq. as of the date of the initial recording of the By-Laws in the Public Records, where such provisions of said F.S. 718 et seq. are determined as a matter of law to apply to the applicable provisions set forth in the said Declaration and Exhibits thereto. The terms and provisions of the applicable paragraphs in Article XVIII of the Declaration of Condominium to which these By-Laws are attached shall be deemed repeated and realleged herein as to these By-Laws. The invalidity of any delegation of a power and/or duty by the Board of Directors shall not affect the remainder of the Condominium documents and the remainder of said documents shall be deemed valid.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

LAGO DEL REY NORTH CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)  
Aron Drost, President

Attest: \_\_\_\_\_ (SEAL)  
E.P. McAtamney, Secretary

ASSOCIATION

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