DECLARATION OF CONDOMINIUM

56- 9242

I

SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple title to the following described real property, situate, lying and being in Broward County, Florida, to-wit:

> Lot 1, "TALLWOOD", according to plat thereof recorded in Plat Book 61, Page 17, of the public records of Broward County, Florida.
> SUBJECT to restrictions, easements, limitations and conditions of record.
> 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. 711 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 for record this Declaration.

Definitions: - As used in this Declaration of Condominium and By- Laws attached hereto, and all Amendments thereto, 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 or Corporation, means THE ARROWWOOD CONDOMINIUM, INC., a non-profit Florida corporation, being the entity responsible for the operation of the Condominium.

C. By-Laws, means the By-Laws of THE ARROWWOOD CONDOMINIUM, INC., 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 certain units, to the exclusion of all other Units.

F. Condominium, means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 711 Et Seq.), as same may be amended from time to time.

H. Common Expenses, means the expenses for which the unit owners are liable to the Association.

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

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J. Condominium Property, means and includes the land in a condominium, whether or not contiguous, and all improvements thereof, and all easements and rights 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, is assessed against the unit owner.

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

M. Condominium Unit, or Unit, means a part of the condominium property which is to be subject to private ownership.

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

O. Developer, means TALLWOOD, INC., a Florida corporation, its assigns or successors.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company, or Union Pension Fund, authorized to do business in the State of Florida, or an Agency of the United States Government. The Mortgage may be placed through a Mortgage or Title Company.

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 from time to time may be amended.

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 Section 3 of the Condominium Act.

T. Long Term Lease, means and refers to the interest of the Association in and to the recreational area and facilities.

II
NAME

The name by which this Condominium is to be identified is: THE ARROWWOOD CONDOMINIUM.

III
IDENTIFICATION OF UNITS

The condominium property consists essentially of 27 units in all and for the purpose of identification all units in the building located on said condominium property are given identifying numbers and delineated on the survey exhibits, collectively identified as Exhibits A,B,C and D, attached hereto and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibits A,B,C and D also contain 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 as evidenced by the certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within said Exhibit are incorporated herein and made a part hereof by reference.

The aforesaid building was constructed substantially in accordance with the plans and specifications prepared by Joseph E. Dodds III, architect, of Hollywood, Broward County, Florida, being Commission No. 6507, dated May 5, 1965, copies of which plans and specifications shall be filed with the Association as a depositary for safekeeping.

IV
OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest stated as percentages of such ownership in the said common elements and limited common elements, is set forth on Exhibit 1 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, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the 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.

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 unit owners - 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 an employee thereof shall be the voting member. The designation 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 equal vote in the Association. If one individual owns two condominium parcels, he shall have 2 votes. The vote of a condominium unit is not divisible.

VI
COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium including the obligation of each unit owner under the long term lease as set forth in Paragraph XVII herein, shall be shared by the unit owners as specified and set forth in Exhibit 1. The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the condominium parcels, their location or the building square footage included in each condominium unit.

Any common surplus of the Association shall be owned by each of the Unit owners in the same proportion as their percentage ownership interest in the common elements.

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 convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium parcel nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record Owner(s) thereof, and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or impair or prejudice the security and rights of the Lessor's interest under the long term lease. No Amendment shall change the provisions of this Declaration with respect to institutional mortgagees or the Lessor under the long term lease without the written approval of all institutional mortgagees of record and the Lessor under the long term lease.

VIII

BY-LAWS

The operation of the condominium property shall be governed by By-Laws, which are set forth in a document entitled "By-Laws of THE ARROWWOOD CONDOMINIUM, INC.", which is annexed to this Declaration, marked Exhibit"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 the long term lease.

IX

THE OPERATING ENTITY

The name of the Association responsible for the operation of the Condominium is set forth in Article VIII hereinabove; said corporation is a non-profit Florida corporation, 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.

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 of said Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

X

ASSESSMENTS

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 assessments as are specifically provided for in this Declaration and the By-Laws attached hereto. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association.

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

Assessments that are unpaid for over thirty (30) days after due date, shall bear interest at the rate of ten percent (10%) per annum from due date until paid.

The Association shall have a lien on each condominium parcel for any 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 aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for 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 Association's liens shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long Term Lease. The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same if, in the best interests of the Association. 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 a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

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 or where the Lessor under the long term lease obtains title as a result of foreclosure of the lien under said lease or accepts a deed to a condominium parcel in lieu of such foreclosure, or other purchaser obtains title to a condominium parcel as a result of foreclosure of the aforesaid Lessor's lien, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments, shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage of record or of the Lessor's lien under the long term lease (or deed in lieu thereof) as specifically provided in the paragraph immediately preceding, 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 owner 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 assessment, to the Developer, or to any unit owner or group of unit owners, or to any third party.

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

A. SALE OR RENTAL OF UNITS.

In the event any unit owner wishes to sell, rent or lease his unit, 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 making or accepting any offer to purchase, sell, lease or rent his condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, or proposes to make, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and two bank references, and three individual references, local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within ten 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, one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent, upon the said 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. However, it shall require the unanimous vote of the Board of Directors in order to object for good cause. The Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

The stated designee of the Board of Directors shall have 14 days from the date of the notice sent by the Board of Directors 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) or failure of such person(s) to make such an offer within said fourteen 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 days after his Notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two officers of the Association, and shall be delivered to the purchaser or lessee. Should the Association fail to act, as herein set forth, and within the time provided herein, the Association 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-leasing or sub-renting of said unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Board of Directors shall have the right to require that a substantially uniform of lease or sublease be used, or in the alternative, the Board of Directors' approval of the lease or sublease 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 and his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

B. <u>MORTGAGE AND OTHER ALIENATION OF UNITS.</u>

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

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 two officers 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.

4. The foregoing provisions 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 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 descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association shall, 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 devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owner of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling declaration and the by-laws of the Association. If, however, the Board of Directors of the Association 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 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 senior Judge of the Circuit Court in and for the area wherein the condominium is located, upon ten (10) days notice, on 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 then 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 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, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

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

6. Special Provisions re Sale, Leasing, Mortgaging or other Alienation by certain Mortgagees and Developer and the Lessor under the Long Term Lease.

(a) An institutional first mortgagee holding a mortgage on a condominium parcel or the Lessor under the Long Term Lease upon becoming the owner of the said condominium parcel, through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an institutional first mortgage or the lien under the Long Term Lease, 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 of the Association. The provisions of Section A and B, Nos. 1 - 5, of this Article XI, shall be inapplicable to such institutional first mortgagee or the Lessor under the Long Term Lease, or acquirer of title, as above described in this paragraph.

(b) The provisions of Sections A and B, Nos. 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 it, and 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. In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium, and said Developer, as parcel owner, shall contribute to the common expenses in the same manner as other parcel owners, as provided for in this Declaration.

(c) The provisions of this Article XI shall be operative until the 24th day of January, 1987, and shall be automatically extended for successive periods of twenty-one (21) years unless an amendment to this Declaration signed by a majority of the then unit owners has been recorded amending this Declaration so as to delete the provisions of this Article XI.

XII
INSURANCE PROVISIONS

A. LIABILITY INSURANCE

The Board of Directors of 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 common owners as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be $50,000/100,000/5,000. Said insurance shall include but not limit the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All Liability Insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment for such insurance shall be paid by the Association and charged as a common expense.

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 personal property owned by the Association, in and for the interest 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 of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right for so long as it owns and holds any mortgage encumbering a condominium unit, 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 designate and appoint the Insurance Trustee. At such time as

aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property and in the absence of the action of said mortgagee, 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, all unit owners and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the Policies and any proceeds thereof 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 First National Bank of Hollywood, as Trustee, or to any other Bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as 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 contents 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, 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.

(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:

1. 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 damages suffered by each unit owner.

2. 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 condominium 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 owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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 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 him. Said remittance 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 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 him. Said remittance 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 of the Association 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.

(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, Title Insurance Company or Abstract Company, authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

4. Loss within Single Unit. If loss shall occur within a single unit or units without damage to the common elements, the Insurance proceeds shall be distributed to the beneficial unit owner, 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 him. Said remittance 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 or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

5. Loss Less Than "Very substantial". Where a loss or damage occurs to more than one unit, 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 owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial": -

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

(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 $3,000.00, 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 the institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of $3,000.00, 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 and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required as aforesaid it shall be said mortgagee's 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 mortgagee, if said institutional first mortgagee's written 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 mechanics' liens to the Insurance Trustee, and execute any Affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the institutional first mortgagee, whose approval may be required as aforedescribed, shall have the right to require the Association to obtain a completion, performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(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 owners' 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 unit 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 specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements just as though all of said damage had occurred to the common elements. 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 repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obligated to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

6. <u>"Very Substantial" Damage.</u> 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 untenantable, or loss or damage whereby seventy-five percent (75%), 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 of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

(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 applications 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.

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

(1) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace institutional first mortgagees, 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 abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees are not sufficient to cover costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Association vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provision of the law in accordance with Section 16 of the Condominium Act. In the event a majority of the total votes of the members of the Association vote in favor of the special assessment, the Association shall immediately levy such 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 repair and restoration 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. To the extent that any insurance proceeds are paid over to such mortgagee and in the event it is determined not to abandon the condominium project and to vote such special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

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 of the Association shall be binding upon all unit owners.

7. Surplus. It shall be presumed that the first moneys disbursed 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 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 stated.

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 forthwith shall 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, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, 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.

C. Workmen's Compensation Policy to Meet the Requirements of Law.

D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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, and living expense insurance, but all such insurance need not be obtained from an insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph F. hereafter.

F. If available and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests.

XIII
USE AND OCCUPANCY

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling for himself and the adult members of his family, and his social guests, and for no other purpose. No children under sixteen (16) years old shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any calendar year, which period shall not be cumulative.

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 owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the condominium, except with the written consent of the Board of Directors and thereafter, under the Rules and Regulations adopted by the Board; provided that they are not kept, bred or maintained for any commercial purpose, and further provided, that such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three days' written notice from the Board.

The unit owner shall not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the building, without the prior written consent of the Board of Directors of the Association. No clothes line or similar device shall be allowed on any portion of condominium property by any person, firm or corporation without the written consent of the Board of Directors.

No person shall use the common elements or any part thereof, or a condominium unit or the condominium property, or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

The initial Rules and Regulations are captioned "Building Rules and Regulations", and are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit 2". The said Building Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws.

XIV
MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or corporation, for the maintenance and repair of the Condominium property, and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

B. There shall be no material alterations, or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors, and ratified by the affirmative vote of voting members casting not less than seventy-five percent ((75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose; 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 alterations or additions as aforedescribed 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 owners exclusively or substantially exclusively benefiting and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. 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 ratified by not less than seventy-five percent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair his unit, and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceilings, floors), whether or not part of the unit or common elements, and to maintain and repair the fixturestherein, which includes but is not limited to the following where applicable: air-conditioning and heating units, refrigerators, stoves, fans and hot water heaters, and pay for such utilities as are separately metered to his unit. Where a unit is carpeted the cost of replacing carpeting shall be borne by the owner of said unit.

2. Not to make or cause to be made any structural addition or alteration to his unit, or to the common elements, without prior consent of the Association, and all mortgagees holding a mortgage on his unit.

3. To make no alteration, decoration, repair, replacement or change of the common elements, or to any outside or exterior portion of the building whether within a unit or part of the common elements; to only use those contractors or sub-contractors within his unit approved by the Board of Directors.

4. To allow the Board of Directors, or the agents or employees of the Association, to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units or the common elements, or to determine in case of emergency circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

5. To show no signs, advertisements or notices of any type on the common elements or his unit and erect no exterior antenna and aerials except as consented to by the Board of Directors of the Association.

D. In the event the owner of a unit fails to maintain it as required herein, or make any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of equity 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 the unit, and the unit, for such necessary sums to remove any unauthorized structural 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 and agents, or any sub-contractors appointed by it, enter the unit at all reasonable times, to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

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

XV
LIMITED COMMON ELEMENTS

Those areas reserved for the use of a certain unit owner or certain unit owners to the exclusion of other unit owners are designated limited common elements and are shown and located on the surveys annexed hereto as Exhibit A,B,C and D. Any expense for maintenance, repair or replacement, shall be treated as and paid for as a part of the common expense of the Association. Should said maintenance, repair or replacement be caused by the negligence or misuse of a unit owner, his family or 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. Where the limited common elements consist of screened porches, the condominium unit owner or owners who have the right to exclusive use of said screened porch shall be responsible for the maintenance, care, preservation and replacement of the screening on said screened porch at his own cost and expense just as though said screening were a part of the interior of said unit owners condominium unit.

XVI
TERMINATION

This Condominium may be voluntarily terminated, in the manner provided for in Section 16 of the Condominium Act, at any time, however, the written consent of the Lessor under the Long Term Lease shall also be required. 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.

XVII
LONG TERM LEASE

The Association, as Lessee, has entered into a Long Term Lease Agreement with TALLWOOD, INC., a Florida corporation, as Lessors, which Lease demises the following described premises situated in Broward County, Florida, to-wit: Lot 7, "TALLWOOD", according to plat thereof recorded in Plat Book 61, Page 17, of the public records of Broward County, Florida, together with improvements thereon.

The leased premises are hereby declared to be and constitute a part of the common elements appurtenant to the Association's Condominium property and all moneys due and to become due under the provisions of the said Lease, including without limitation, rent and such other items as are specified in said Lease, are and shall continue to be for the full term of the said Lease, common expenses of the Condominium.

The Long Term Lease referred to herein is recorded in Official Records Book 3159 at Page 190/208 of the Public Records of Broward County, Florida, and said Lease shall be deemed incorporated herein and made a part hereof by reference, just as though said Lease were fully set forth herein. Each unit owner agrees to be bound by the terms and conditions of said Lease and he agrees to make payment to the Association of his share of monies due pursuant to and in the amount or percentage amount if so stated, as specified in said Lease and this Declaration. It shall be mandatory for the unit owner to make said payments regardless of whether or not they use the recreational facilities.

XVIII
MISCELLANEOUS PROVISIONS

A. Escrow account for insurance and certain taxes - there shall be established and maintained in a local, National or State bank or Federal or State Savings and Loan Association, two (2) interest bearing savings deposit accounts in order to accumulate sufficient moneys for the following purposes: (1) to pay all insurance premiums for insurance on the condominium property obtained and purchased by the Association pursuant to Article XII of this Declaration, and (2) to pay all real or personal property taxes assessed by the taxing authorities aforedescribed for property owned by the Condominium, or taxes which the Condominium is required to pay as part of its common expenses but which taxes are not included in the taxes assessed by the taxing authorities against individual condominium parcels.

On or before the 30th day of each month, the Treasurer of this Condominium Association shall cause two checks to be issued and drawn on the Association's bank account; each check being equal respectively to the 1/12th of the estimated yearly amounts as to Items 1 and 2 above. Said checks shall be immediately deposited into the appropriate savings deposit account.

These accounts shall be maintained in the State or National bank or State or Federal Savings and Loan Association owning and holding the first recorded mortgage encumbering a condominium unit and upon the aforesaid mortgagee's no longer holding and owning a mortgage on a unit, then these accounts shall be maintained in the bank or Savings and Loan Association having the highest dollar amount of indebtedness of institutional first mortgages owing against the condominium units. Where said institutional first mortgagee is not a State of National bank or State or Federal Savings and Loan Association, said account shall be maintained in one of the foregoing as selected by said institutional first mortgagee.

These accounts shall have the right of withdrawal restricted to a joint request by the Board of Directors of this Condominium Association 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 this Condominium 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 aforedescribed, shall have undisputed right to withdraw, without the written consent of the Board of Directors of this Condominium Association, 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 aforedescribed, shall have the right without the necessity of securing the written consent of the Board of Directors of this Condominium Association, to withdraw such sums of money as are necessary to pay the then 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 Condominium 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 Condominium 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 a lien as a result of these advances in favor of the institution(s) or Association, as aforedescribed. However, no such foreclosure action may be brought by said institution or individual or group of individuals by said institution or individual or group of individuals where the Association advances the necessary funds and assigns its lien, until the delinquent unit owner has received not less than ten (10) days written notice in this regard.

B. The owner of the respective "condominium unit", shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective condominium unit, nor shall the unit owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective condominium unit 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 partititons which are contained in said unit owner's respective condominium unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

C. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited 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 the condominium building is partially or totally destroyed, and then rebuilt, the owners of the condominium parcels agree that encroachments of parts of the common elements or limited common elements or condominium units, as aforedescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

D. That 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.

E. 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 situate, or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuations herein prescribed, each unit owner to pay such ad valorem taxes and special assessments as are separately assessed against his "condominium parcel".

For the purposes 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 as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

F. All provisions of this Declaration and Exhibits attached hereto and amendments thereof, shall be construed to be 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 claimant 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 annexed hereto and Amendments thereof.

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

H. 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 building, 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 office of the Association at 900 Tallwood Avenue, Hollywood, Florida.

Notices to the Developer shall be delivered by mail to 4400 Washington Street, Hollywood, Florida.
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 representative 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.

I. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association, from removing, or authorizing the removal of 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 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.

J. The "Remedy for Violation", provided for by Section 23 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration and the By-Laws, 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, as determined by the Court.

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

L. The captions used in this Declaration and Exhibits annexed hereto 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 hereto annexed.

M. 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 annexed, be deemed to be an institutional first mortgage.

N. 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.

O. 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.

IN WITNESS WHEREOF, TALLWOOD, INC., a Florida corporation, has caused these presents to be signed in its name by its President, and its Corporate seal affixed, attested by its Secretary, this 24th day of January, A.D., 1966.

TALLWOOD, INC., a Florida corporation

By Aaron H Kalis (SEAL)
President

ATTEST:

Manuel I Solomon (SEAL)
Secretary

Signed, sealed and delivered in the presence of:

Dorothy L. Park (SEAL)

[illegible] (SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared AARON H. KALIS and MANUEL I. SOLOMON, to me well known to be the persons described in and who executed the foregoing instrument, as President and Secretary, respectively, of TALLWOOD, INC., a Florida corporation, 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 Hollywood, Broward County, Florida, this 24th day of January A.D., 1966.

Dorothy L. Park (SEAL)
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 14, 1969
BONDED THRU MAYNARD BONDING AGENCY

NOTARY PUBLIC

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE ARROWWOOD CONDOMINIUM, INC., a non-profit Florida corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and Exhibits attached thereto.

IN WITNESS WHEREOF, THE ARROWWOOD CONDOMINIUM, INC., has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, Attested by its Secretary, this 24th day of January A.D., 1966.

By: Aaron H. Kalis (SEAL)
President

ATTEST: Manuel I. Solomon (SEAL)
Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared AARON H. KALIS and MANUEL I. SOLOMON, to me well known to be the persons described in and who executed the foregoing instrument, as President and Secretary, respectively, of THE ARROWWOOD CONDOMINIUM, INC., a non-profit Florida corporation, 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 Hollywood, Broward County, Florida, this 24th day of January, A.D., 1966.

Dorothy L. Park (SEAL)
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 18, 1969
BONDED THRU MAYNARD BONDING AGENCY

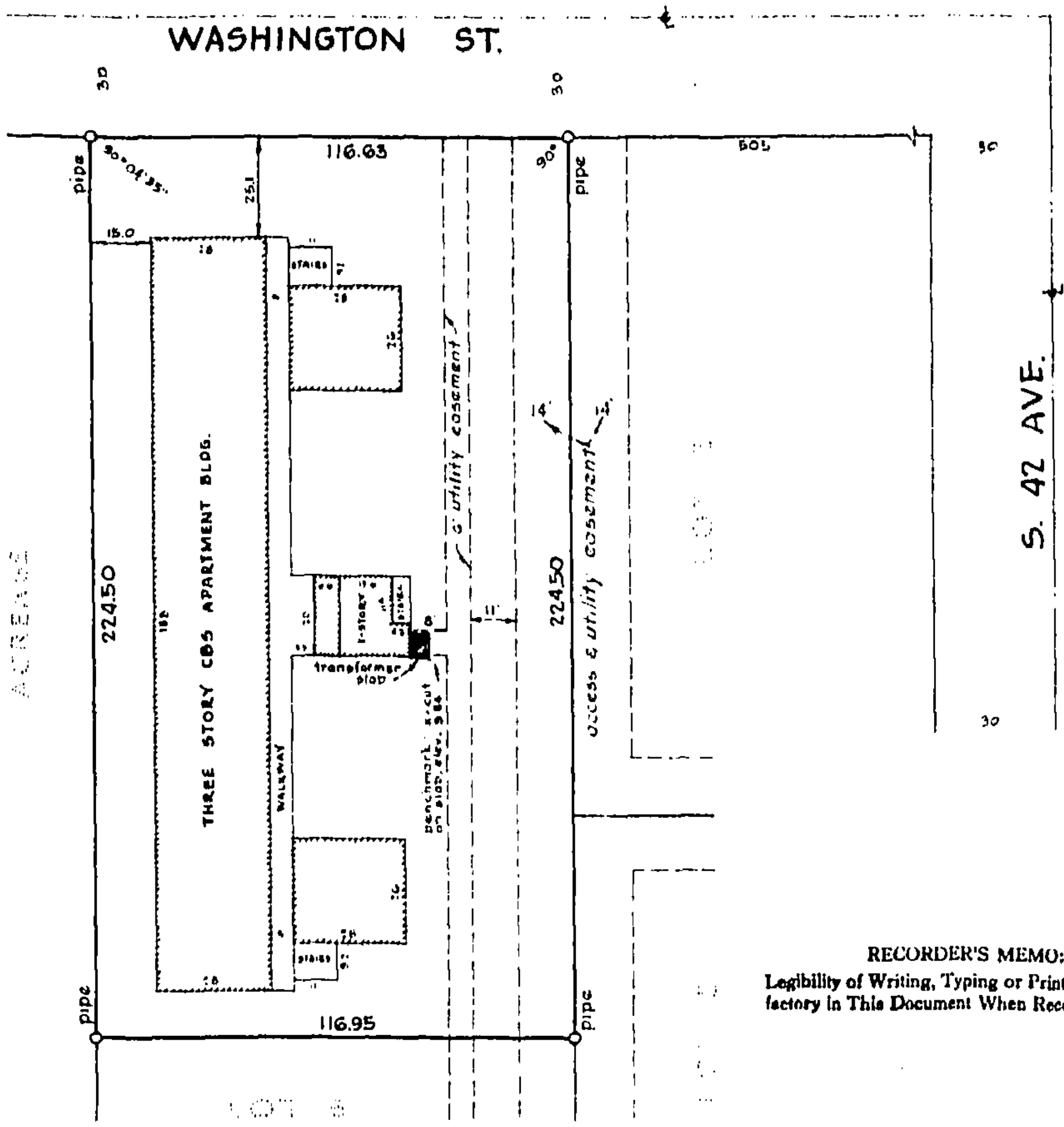
DESCRIPTION

Lot 1, "TALLWOOD", according to plat thereof recorded in Plat Book 61, page 17, of the public records of Broward County, Florida.

SCALE: 1" = 40'

THE ARROWWOOD CONDOMINIUM, INC.

NOTE: All easements shown on this plat have been dedicated to the perpetual use of the public for proper purposes.



RECORDER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory In This Document When Received.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

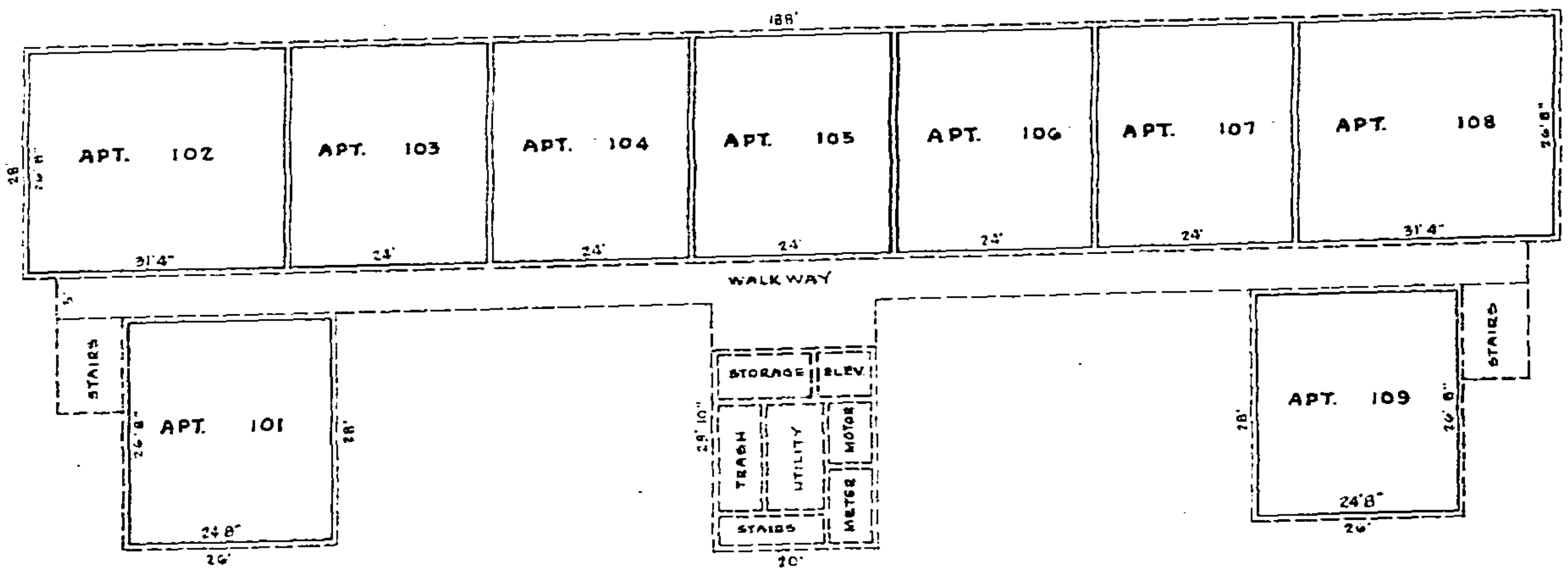
I, MAURICE E. BERRY II, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no above-ground encroachments except as shown. I further certify that the survey represented hereon meets the requirements of the Florida Land Title Association and that this plat is true and correct.

Dated at Hollywood, Broward County, Florida, this 5th day of January, A.D. 1966.

M. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
2414 HOLLYWOOD BOULEVARD HOLLYWOOD, FLORIDA
P. O. BOX 946 PHONE 923-8880

Maurice E. Berry
MAURICE E. BERRY II
Registered Land Surveyor No. 1122
STATE OF FLORIDA

EXHIBIT 'A' · SURVEY



FIRST FLOOR PLAN

NOTES:

Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes at the floor and ceiling.

FLOOR ELEVATION: 10.21 CEILING ELEVATION: 18.23

Elevations are based on mean sea level datum.

LEGEND:

Apartment boundary line ————

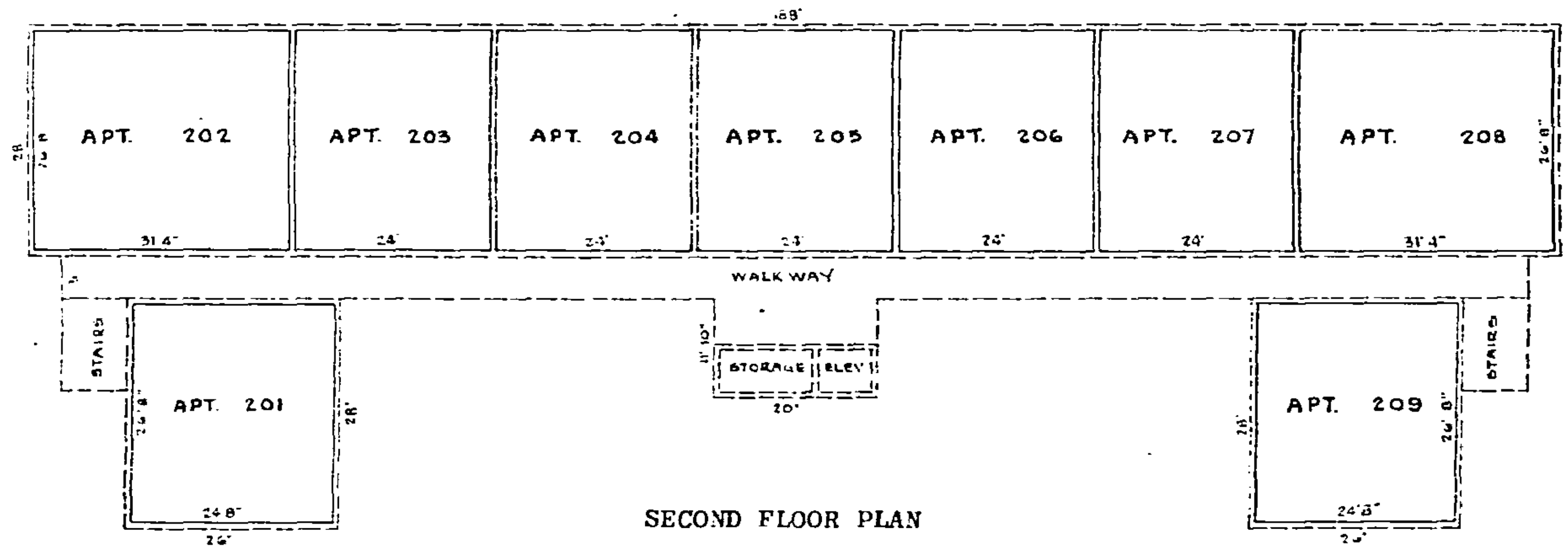
Common property building line - - - - -

Wall (8" thickness) ═══ or ═ ═ ═ ═

THE ARROWWOOD CONDOMINIUM, INC.

M.E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT B - FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTES:

Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes at the floor and ceiling.

FLOOR ELEVATION: 19.49 CEILING ELEVATION: 27.49

Elevations are based on mean sea level datum.

LEGEND:

Apartment boundary line ————

Common property building line - - - - - - -

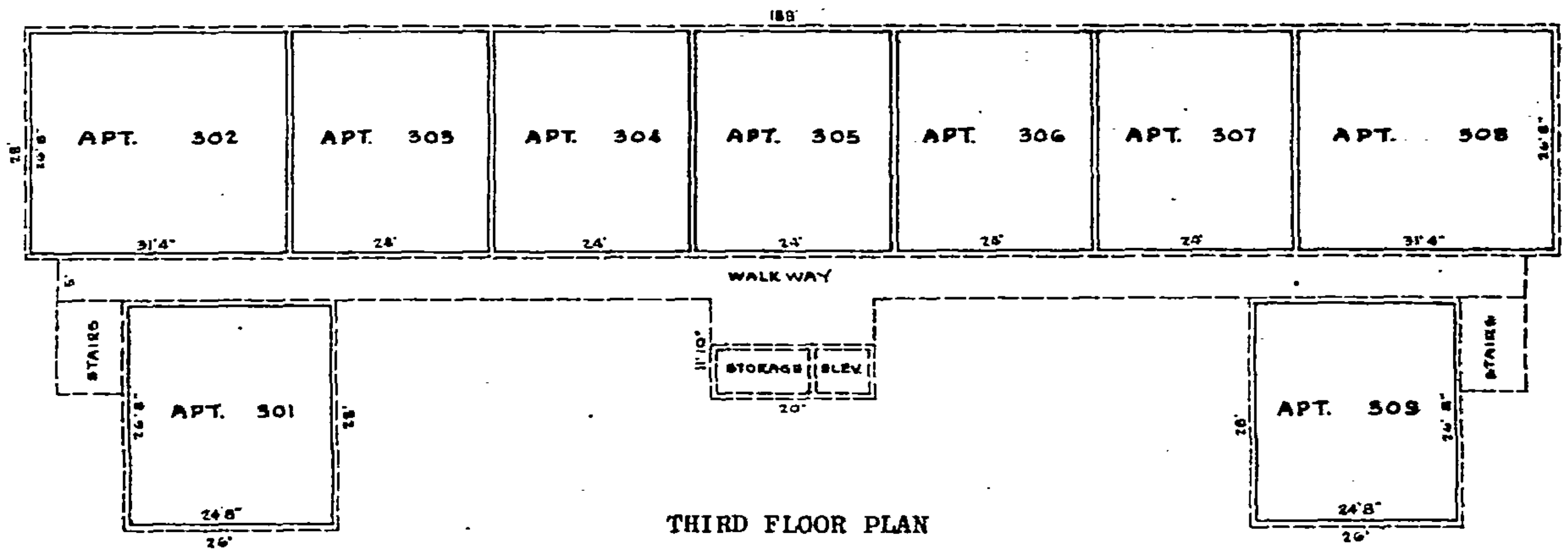
Wall (8" thickness) ═══════ or ═ ═ ═ ═ ═ ═

RECORDER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

THE ARROWWOOD CONDOMINIUM, INC.

M.E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT C - SECOND FLOOR PLAN



THIRD FLOOR PLAN

NOTES:

Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes at the floor and ceiling.

FLOOR ELEVATION: 28.75 CEILING ELEVATION: 36.74

Elevations are based on mean sea level datum.

LEGEND:

Apartment boundary line ————

Common property building line - - - - - - -

Wall (8" thickness) ═══════

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

THE ARROWWOOD CONDOMINIUM, INC.

M.E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS
HOLLYWOOD, FLORIDA

EXHIBIT D - THIRD FLOOR PLAN

CERTIFICATE OF SURVEYOR
FOR
THE ARROWWOOD CONDOMINIUM, INC.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared MAURICE E. BERRY II, by me well known and known to me to be the person hereinafter described, who, being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. That he is a duly registered and duly licensed land surveyor authorized to practice under the laws of the State of Florida.

2. Affiant hereby certifies that the attached survey and floor plans marked Exhibits A, B, C and D, together with the wording of the declaration of condominium, is a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each condominium unit therein.

3. That the elevations shown on each floor plan are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey.

FURTHER AFFIANT SAYETH NAUGHT.

Maurice E. Berry II

MAURICE E. BERRY II
Registered Land Surveyor No. 1122
State of Florida

Sworn to and subscribed before me
this 5th day of January, A.D. 1966.

L. A. Byrne
Notary Public
State of Florida at Large
My Commission Expires Nov. 11, 1966

RECORDER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

CERTIFICATE OF SURVEYOR

THE ARROWWOOD CONDOMINIUM, INC.

Apt. No.	Percentage	Apt. No.	Percentage
101	3.54	201	3.54
102	4.50	202	4.50
103	3.45	203	3.45
104	3.45	204	3.45
105	3.45	205	3.45
106	3.45	206	3.45
107	3.45	207	3.45
108	4.50	208	4.50
109	3.54	209	3.54

Apt. No.	Percentage
301	3.54
302	4.50
303	3.45
304	3.45
305	3.45
306	3.45
307	3.45
308	4.50
309	3.54

TOTAL: 99.99%

EXHIBIT 1.

BY - LAWS

of

THE ARROWWOOD CONDOMINIUM, INC.

ARTICLE I. Name and Location.

Section 1. The name of this Association shall be THE ARROWWOOD CONDOMINIUM, INC.

Section 2. The principal office of the Association shall be in the City of Hollywood, Broward County, Florida, at 4400 Washington Street. The Association may have offices at such other place as the Board of Governors may from time to time determine or the Association may from time to time require.

ARTICLE II. General.

Section 1. These By-laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes, 1963, and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium association. The Condominium which the Association shall govern is designated as "The Arrowwood Condominium, Inc.", located at 4400 Washington Street, Hollywood, Florida.

ARTICLE III. Members.

1. The annual meeting of the membership shall be held at the office of the corporation at ten o'clock A.M., on the 1st day of December, of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if same is a legal holiday the meeting shall be held at the same hour on the next day.

2. Special Members' meetings shall be held whenever called by the President or Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written notice and request from eight members entitled to cast votes of the entire membership.

3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President, or secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days, nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

EXHIBIT 2.

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

Votes required to transact business. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes, or of the certificate of incorporation, or of these by-laws, that different vote is required, in which case such expressed provision shall govern and control the decision of such question.

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

6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be written and filed by the owners of the units, and filed with the Secretary before the appointed time of the meeting.

7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

8. The agenda at the annual members' meeting shall be as follows:

a. Election of chairman of the meeting.
b. Calling of the roll and certifying of proxies.
c. Proof of notice of meeting, or waiver of notice.
d. Reading and disposal of any unapproved minutes.
e. Reports of officers.
f. Reports of committees.
g. Nomination and election of directors.
h. New business.

ARTICLE IV. Directors.

1. The Board of Directors will consist of representatives of the existing membership and each member of the Board of Directors shall be an owner of an apartment or an interest therein, but in no event shall the Board of Directors consist of less than three persons, nor more than ten, the exact number to be determined by the members at the annual meeting; directors shall be elected by a plurality of votes cast at the annual meeting of the members of the Association.

2. Vacancy and Replacement. 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 successors who shall hold office

for the unexpired term in respect to which such vacancy occurred. Upon the sale by a member of the Board of Directors of his Unit, his term of office as Director shall immediately terminate.

3. Directors may be removed for cause by an affirmative vote of a majority of the members of the Association. No director shall continue to serve on the Board, if, during this term of office, his certificate of membership shall be terminated for any reason whatsoever.

4. The term of each director's tenure 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 for cause as heretofore provided.

5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time, to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally, or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, unless such notice is waived.

6. Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of two-thirds of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

7. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute 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 may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

8. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

9. Directors and officers, as such, shall receive no salary, or other compensation for their services.

ARTICLE V. Powers and Duties of the Board of Directors.

1. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation

of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of reservations and restrictive covenants which govern the use of the land, and shall include but shall not be limited to the following:

a. To make and collect assessments against members to defray the costs of the condominium.

b. To use the proceeds of assessments in the exercise of powers and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The reconstruction of improvements after casualty and the further improvement of the property.

e. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by a unanimous vote of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.

f. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-laws of the Association, and the regulations for the use of the property in the condominium.

g. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

h. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.

i. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

j. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

k. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

l. To act as agent for the collection of individual rents due by members of the Condominium for the recreational area leased by the Condominium developers and to pay said rent over to said Developers or their assigns when due.

ARTICLE VI. Officers.

1. The executive officers of the corporation shall be a President, who shall be a director; a Vice-President, who shall be a director; a Treasurer, a Secretary and an Assistant Secretary; all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the secretary or an assistant secretary.

The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

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

5. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform all like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings, of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, shall affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

ARTICLE VIII. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Reservations and Restrictive Covenants and Articles of Incorporation shall be supplemented by the following provisions:

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

2. Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

a. Maintenance and operation of general common areas.
b. Utility services.
c. Casualty Insurance.
d. Liability Insurance.
e. Administration.
f. Individual apartment expense budget is to be assessed to each apartment.
g. Apartment building expense including but not limited to building maintenance and repair, casualty insurance and liability insurance.

3. Copies of the Budget and proposed assessments shall be transmitted to each member on or before one (1) month preceding the year for which the Budget is made.

4. The Association depository shall be any bank or banks designated by the Board of Directors and withdrawal of funds of the Association from such accounts shall be only a check executed by such persons as are authorized by the Board of Directors.

ARTICLE IX. Maintenance and Lease of Non-Condominium Property.

Section 1. On the 24th day of January, 1966, THE ARROWWOOD CONDOMINIUM, INC., entered and executed a lease for an undivided interest in certain recreational property located on

> Lot Seven (7), of "TALLWOOD", according to the Plat thereof, recorded in Plat Book 61, Page 17, of the Public Records of Broward County, Florida,

as recorded in Official Records Book 3159, Pages 190-208, of the Public Records of Broward County, Florida.

THE ARROWWOOD CONDOMINIUM, INC., ratifies the terms and conditions of the subject lease, and each Purchaser of the condominium unit apartment obtains and owns his or her apartment subject to the terms and conditions of the aforedescribed lease.

ARTICLE X. Amendments. Amendments to the By-laws shall be proposed and adopted in the following manner:

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

2. Such notice shall be in writing to each member at his approval by the unanimous votes of the entire membership of the Board of Directors, and by the unanimous votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

4. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.

5. Effective Date. An amendment when adopted shall become effective only after being recorded in the public records of Broward County, Florida.

THE FOREGOING BY-LAWS were adopted by THE ARROWWOOD CONDOMINIUM, INC., a non-profit corporation, at the first meeting of the Board of Directors.

Secretary

APPROVED:

President

RULES AND REGULATIONS

THE ARROWWOOD CONDOMINIUM, INC.

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Apartment Owner on any part of the outside or inside of the demised premises of the building without the prior written consent of the Association.

3. No awnings or other projections shall be attached to the outside walls of the building without the consent of the Association.

4. No baby carriages, velocipedes or bicycles shall be allowed to stand in the halls, passageways, areas of the building.

5. Children shall not play in the public halls, stairways or elevators.

6. The Building is equipped with a trash chute and garbage and refuse must be sent down to the basement using same. All garbage and refuse shall be appropriately wrapped prior to disposal.

7. Servants and domestic help of the Apartment Owners may not gather or lounge in the public areas of the building or grounds, except that such help serving as a governess, nurse or baby-sitter may accompany children.

8. The Association may retain a pass key to the premises. No Apartment Owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's agent. In case such consent is given, the Apartment Owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises.

9. No Apartment Owner shall allow anything whatever to fall from the window or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, elevators, ventilators, or elsewhere in the building or upon the grounds.

10. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or

balconies, or placed upon the window sills; neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.

11. No Apartment Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Apartment Owners. No Apartment Owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the demised premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the building. No Apartment Owner shall conduct or permit to be conducted vocal or instrumental practices, nor give nor permit to be given vocal or instrument instruction at any time.

12. No radio or television installation shall be made without the written consent of the Association. Any aerial erected on the roof or exterior walls of the building without the consent of the Association, in writing, is liable to removal without notice.

13. No children under age of sixteen years.

14. No Apartment Owner shall operate or cause to be operated any business or enterprise, of any nature, on or about the premises of subject apartment building.