

65-79837-131

11/13/81

65- 79837 DECLARATION OF CONDOMINIUM

of

COLONIAL GARDENS

A Condominium

Table of Contents

	<u>Page</u>
I. Purpose	1
II. Definitions	2
III. Development Plan	3
IV. Apartments	3
V. Maintenance	5
VI. Assessments	6
VII. Association	7
VIII. Leasehold or Membership Interests	8
IX. Insurance	8
X. Reconstruction or Repair After Casualty	10
XI. Use Restrictions	13
XII. Sale, Rental, Lease or Transfer of Interest	14
XIII. Compliance and Default	18
XIV. Amendments	18
XV. Termination	19
XVI. Covenants Running with the Land	20
XVII. Apartment Transfers	20
XVIII. Severability	20

Exhibits

A	Plot Plan	22
B-1	Identification Plan - First Floor	23
B-2	Identification Plan - Second Floor	24
	Surveyor's Certificate	25
C	Articles of Incorporation	26
D	By-Laws	32
E	Assignment of Lease	39
F	Regulations	42

65 SEP 10 PM 2:27

Return To:
Miller, Tucker, & Roth

MARSHAL
4402

DECLARATION OF CONDOMINIUM

OF

COLONIAL GARDENS

A Condominium

801 Pine Drive
Pompano Beach,
Florida

MADE this _____ day of _____, 1965, by GARDEN BUILDERS, INC., a Florida corporation, hereinafter called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

I. Purpose: The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and to use in the manner provided by Florida Statutes, Chapter 711, entitled and hereinafter called the "Condominium Act".

A. Name: The name by which this condominium is to be identified is COLONIAL GARDENS, a condominium.

B. The Land: The land owned by the Developer which is hereby submitted to the condominium form of ownership is the following described land lying situate and being in Broward County, Florida, to wit:

Lot 11 of GARDEN ISLES NORTH, according to the Plat thereof recorded in Plat Book 59 at Page 38 of the Public Records of Broward County, Florida LESS THE FOLLOWING PORTION THEREOF

BEGINNING at the Northeast corner of said Lot 11, GARDEN ISLES NORTH; thence Southerly along the East line of Lot 11, 379.32 feet to the Southeast corner of Lot 11; thence Northwesterly along the Southwesterly line of Lot 11, 65.04 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right having a radius of 120 feet and a central angle of $31^{\circ}59'56''$ for an arc distance of 67.02 feet; thence Easterly parallel to the North line of Lot 11, 74.40 feet; thence Northerly parallel to and 30 feet Westerly of the East line of Lot 11 for a distance of 302 feet to the North line of Lot 11; thence Easterly along the said North line 30 feet to the Point of Beginning.

Which land is hereinafter called "the land".

II. Definitions: The terms used herein and in the By-Laws and other condominium documents shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment means unit as defined by the Condominium Act.

B. Apartment Building means a building containing one or more apartments which is located upon the land.

C. Apartment Owner means unit owner as defined by the Condominium Act.

D. Apartment Number means the number or combination thereof which is established of record in a condominium deed as identification of an apartment.

E. Association means COLONIAL GARDENS APARTMENTS, INC., and its successors, through which all of the apartment owners act as a group in accordance with this Declaration and the other condominium documents.

F. Common Elements means and includes the land, all parts of the apartment building not included within the apartment, all tangible personal property required for the maintenance and operation of the condominium as well as all items stated in the Condominium Act.

G. Common Expenses include:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and the portions of apartments to be maintained by the association.

(2) Expenses agreed upon as common expenses by the association.

(3) Any valid charge against the condominium as a whole, or specifically declared a common expense by the provisions of this Declaration or other condominium documents.

H. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, and likewise the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

I. Warranty Deed means the instrument by which the apartments in the apartment building constructed or to be constructed upon the land, together with the appurtenances thereto, are conveyed to apartment owners.

III. Development Plan. The condominium is being developed in the following manner:

A. Plot Plan. The improvements shall be placed upon the land, and located substantially as depicted upon the plot plan which is attached and made a part hereof as Exhibit A.

B. Easements. Easements are reserved throughout the condominium property for whatever utilities services may be necessarily installed or required to adequately serve the condominium.

C. Improvements.

(1) Apartment building. The condominium will include an apartment building consisting of a ground floor and a second floor. The building will contain twenty-one (21) owners apartments and one storage and utility room. The common elements will include the storage and utility room, garden and landscaping, automobile parking areas, walkways and stairways in the apartment building, all parts of the apartment building other than comprising the owners apartments, and other facilities located substantially as shown upon the plan attached hereto as Exhibit A.

IV. Apartments. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries shall be determined in the following manner:

A. Horizontal Boundaries. The upper and lower boundaries of the apartment shall be the lower surface of the finished ceiling which comprises the ceiling of the apartment and the upper surface of the floor which comprises the floor of the apartment.

B. Vertical Boundaries. The vertical boundaries of the apartment shall be the interior boundary walls between apartments which interior boundary walls shall be the apartment side surface of the wall.

C. Balcony and Terrace. Each apartment shall also comprise a balcony or terrace which shall be considered part of the apartment.

D. Identification. There is attached hereto as Exhibit B-1 and B-2 and made a part hereof a plan setting forth each apartment by number, location and dimension, said exhibit accurately representing the boundaries and portions comprising each apartment.

E. Appurtenances. The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include but not be limited to the following items:

(1) Common elements and common surplus. The undivided interest in the common elements and common surplus which

Apartments 1, 10, 11 and 21 shall have an undivided 4.921% share per apartment.

Apartments 2, 3, 4, 7, 8, 9, 12, 13, 14, 18, 19 and 20 shall have an undivided 4.918% share per apartment.

Apartments 5, 6, 15, 16, and 17 shall have an undivided 4.260% share per apartment.

(2) Association. The membership of each apartment owner in the Association and in the funds and assets held by the Association.

(3) Storage and parking places. Automobile parking and storage spaces shall be assigned to each apartment by the association from time to time; however, no rights other than those granted by the association shall vest in an apartment owner and any automobile parking and storage space assigned by the association shall not be transferable or assignable except by the association.

(4) Easements. Easements for the benefit of the apartments, subject however to the easements for the benefit of other apartments and the association.

(5) Easement to air space. The appurtenances shall include an exclusive easement for the use of air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(6) Cross easements. The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the association:

(a) Ingress and Egress. Easements to the common area for ingress and egress.

(b) Maintenance, repair and replacement. Easement through the apartments and common elements for maintenance, repair and replacement of the apartments shall be only during reasonable hours except that access may be had at any time in case of an emergency.

(c) Support. Each portion of an apartment contributing to the support of the apartment building shall be burdened with an easement for support for the benefit of all other apartments and common elements in the building.

(d) Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements; provided, however, that such easements through an apartment shall be only

according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owner.

(7) Sharing common expenses and surplus. Each apartment owner shall be liable for a proportionate share of the common expenses and entitled to ownership in a share of the common surplus, such share being equal to the undivided share said owner's apartment bears in the common elements which is appurtenant to his apartment.

V. Maintenance. The responsibility for the maintenance of the condominium property shall be as follows:

A. Apartments.

(1) By the association. The association shall maintain, repair and replace at the associations expense the following:

(a) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained,

(c) All incidental damages caused to an apartment by such work shall be promptly repaired at the expense of the association.

(2) By the apartment owner. The responsibility of the apartment owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired, and replaced by the association. Such shall be done without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(c) To promptly report to the association any defect or need for repairs the responsibility for the remedying of which is that of the association.

(3) Alterations and improvements. No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the association or remove any portion thereof, or to make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining unanimous approval of all owners of the other apartments, and the approval of the Board of Directors of the Association.

B. Common Elements.

(1) By the association. The maintenance and operation of the common elements shall be the responsibility and the expense of the association.

The association shall also maintain all areas leased to it for recreational or other purposes, whether the same are contiguous to the Condominium property or not, or whether the association retains said lease in its own name or subleases undivided percentages to the apartment owners in the Condominium.

(2) Alterations and improvements. After the completion of the improvements included in the common elements there shall be no alteration nor further improvement of the real property constituting the common elements without first obtaining the approval in writing of not less than 75% of the apartment owners, but any such alteration or improvement shall not interfere with the rights of any apartment owner without their consent. There shall be no change in the shares and rights of the apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

VI. Assessments. Assessments against the apartment owners shall be made by the association for the common expenses and shall be pursuant to the by-laws of the association and subject to the following provisions:

A. Share of common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements. The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the association, costs of fire and extended coverage insurance, and other expenses designated or inferred to be a common expense in this Declaration of Condominium or by the by-laws of the association.

B. Interest. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments on accounts shall first be applied to interest due and then to the assessment payment first due.

C. Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorney fees incurred by the association incident to the collection of such assessment or enforcement of such lien.

D. Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for normal recurring expenses shall be made only after written notice of the need therefore to the apartment owners. After such notice, and upon approval in writing of more than one-half of the apartment owners, the assessment shall become effective and shall be due after thirty day notice thereof in such manner as the Board of Directors of the association may require.

E. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the association shall be entitled to the appointment of a receiver to collect the same.

VII. Association. The operation of the condominium shall be by COLONIAL GARDENS APARTMENTS, INC., a corporation not for profit organized under the laws of the State of Florida, and shall be organized and fulfill its functions as follows:

A. Articles of Incorporation. The association shall be incorporated under Articles of Incorporation a copy of which is attached hereto as Exhibit C. Any other form of organization for the association may be substituted upon unanimous approval of the members.

B. By-Laws. The by-laws of the association shall be in the form attached as Exhibit D until the same are amended in the manner provided by said by-laws.

C. Duties and powers. The duties and powers of the association shall be those set forth in the condominium documents together with those reasonably implied to effect the purposes of the association and condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Limitation of liability. Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the association nor for injury or damage caused by the elements or other owners or persons.

E. Trusts. All funds and the title to all properties acquired by the association and the proceeds thereof shall be held only

for the benefit of the apartment owners and for the purposes stated herein.

F. Restraint upon assignment. The share of a member in the funds and assets of the association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

VIII. Leasehold or membership interests. The association, in addition to all other powers granted to it herein and by the laws of the State of Florida, shall have the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, or other possessory or use interests in land or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not the same are contiguous to the lands of the Condominium. The expenses of such rentals, membership fees, operations, replacements and other undertakings in connection therewith may be declared as common expenses as determined by the Board of Directors of the association.

The association is presently the Lessee pursuant to a 99-year lease of recreational area contiguous to the Condominium property the same being dated the _____ day of _____, 19__ and recorded in Official Record Book _____ at page _____ of the Public Records of Broward County, Florida. Undivided percentage interests in said 99-year leasehold interest will be assigned to each apartment owner, a copy of said assignment of lease being attached hereto as Exhibit E.

IX. Insurance. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the apartment owners shall be governed by the following provisions:

A. Authority to purchase. All insurance policies upon the condominium property shall be purchased by the association for the benefit of the association and the apartment owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage.

(1) Casualty. All buildings and improvements upon land and all personal property included in the common element shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall

be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to vandalism and malicious mischief.

(2) Public Liability. Such amounts and with such coverage as shall be required by the Board of Directors of the association, including but not limited to hired automobiles and non-owner automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(3) Workmen's Compensation policy to meet the requirements of law.

(4) Such other insurance as the Board of Directors of the association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the association shall be paid by the association as a common expense.

D. Assured. All insurance policies purchased by the association shall be for the benefit of the association and the apartment owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to POMPAÑO BEACH BANK AND TRUST COMPANY, as Trustee, or such 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 payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(1) Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common element appurtenant to his apartment.

(2) Apartments. Proceeds on account of apartments shall be held for the owners of damaged apartments in proportion to cost of repairing damage suffered by each apartment owner, which costs shall be determined by the association.

(a) Total destruction of the building or when the building is not to be restored - for owners of apartments in the building, each owner(s) share being in proportion to his share in the common elements appurtenant to his apartment.

(3) Mortgagees. In the event a mortgagee endorsement has been issued to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest may appear.

E. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or

for the benefit of the beneficial owners in the following manner:

- (1) Expenses of the trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
- (2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (3) 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 reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (4) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the association as to the names of the apartment owners and their respective shares of the distribution

F. Association as agent. The association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the association, and to execute and deliver releases upon the payment of claims.

X. Reconstruction or repair after casualty.

A. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (1) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
- (2) Apartment building.
 - (a) Lesser damage. If the damaged improvement is the apartment building, and if the apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the association to be tenantable, the damaged property shall be reconstructed or repaired, unless within 60 days after the casualty, it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Major damage. If the damaged improvement is the apartment building, and if the apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or such repair.

(3) Plans and specifications. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or as the building was last reconstructed, or in accordance with plans and specifications approved by the Board of Directors of the association, which approval shall not be unreasonably withheld.

(4) Certificate. The Insurance Trustee may rely upon a certificate of the association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the association.

C. Estimates of costs. Immediately after a casualty causing damage to property for which the association has the responsibility of maintenance and repair, the association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to replace the damaged property in condition as good as that before the casualty.

D. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

E. Construction funds. The funds for payment of costs of reconstruction and repair after casualty for which the association is responsible, which shall consist of proceeds

of insurance held by the Insurance Trustee and funds collected by the association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the association exceeds the total of the annual assessments for recurring expenses to be made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the association with the Insurance Trustee. In all other cases the association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sum deposited with the Insurance Trustee by the association from collection of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner.

(a) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(b) Association-lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the association is less than the total annual assessments for recurring expenses to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the association; provided, however, that upon request to the Insurance Trustee by the mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association-major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the association is more than the total of the annual assessments for recurring expenses to be made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the association, and upon approval of an architect qualified to practice in the State of Florida and employed by the association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the apartment owners who are the beneficial owners of the fund.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the association stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the association, or a mortgagee which is the beneficiary of an insurance policy of the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the association shall be first obtained by the association.

XI. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

A. Apartments. Each of the apartments shall be occupied only by a single family as the residents and for no other purpose.

B. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

C. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice is the source of annoyance to residents and which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

D. Lawful use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the subject property shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of condominium property shall be the same as the responsibilities for the maintenance and repair of the property concerned.

E. Leasing. Entire apartments may be leased provided the occupancy is only by the lessee and his family but the leasing thereof is subject to the approval by the association as hereinafter set forth. No rooms may be rented and no transient tenants accommodated.

F. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the association in the manner provided for in its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the association to all apartment owners and residents of the condominium upon request.

XII. Sale, rental, lease or transfer of interest. In order to assure and maintain a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by owners shall be subject to the following provisions so long as the condominium exists:

A. Transfer subject to approval.

(1) Sale or lease. No apartment owner may dispose of an apartment or any interest therein by sale or lease without approval of the association except to an apartment owner.

(2) Gift, devise or inheritance. If any apartment owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the association.

(3) Other transfers. If any apartment owner shall acquire his title by any manner not set forth in the above subsections, the continuance of his ownership of said apartment shall be subject to the approval of the association.

B. Approval by association. In the event the approval of the association is required for the transfer of ownership of apartments the same shall be obtained in the following manner:

(1) Notice to association.

(a) ~~Sale or lease.~~ An apartment owner intending to make a bonafide sale or lease of his apartment or any interest therein shall give the association notice of such intention, together with the name and address of the intended purchaser or lessee and such other information concerning the intended purchaser or lessee as the association may reasonably require; and in the case of a purchase copy of the executed contract of sale; and in the case of a lease an executed copy of the proposed lease. In the event that the transfer is by sale the apartment owner may, at his option, include in his notice to the association a demand that the association furnish a purchaser if the proposed purchaser is not approved.

(b) Gift, devise or inheritance, or other transfers. If an apartment owner has obtained title to his apartment by gift, devise, inheritance or other manner not specifically set out herein, he shall give the association notice of the acquiring of his title, together with such information con-

cerning the apartment owner as the association may reasonably require, and a certified copy of the instrument evidencing the said owner's title.

(c) Failure to give notice. If the notice to the association as required herein is not given, then at any time after receiving knowledge of a transaction or event which transfers ownership or possession of an apartment, the association at its election, and without notice, may approve or disapprove the transaction or ownership. If the association disapproves the transaction or ownership, the association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of approval. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of the notice and information by the association, the transaction must be either approved or disapproved by the association. In the event the notice is by an apartment owner giving notice of the acquiring of his title by gift, devise, inheritance or other manner, then the association shall also have thirty (30) days after receipt of such notice and information to approve or disapprove the apartment owner's ownership in his apartment. If the association approves the sale or lease or continuance of the apartment owner's ownership of his apartment it shall evidence the same by a certificate executed by the President and Secretary and it shall be in recordable form and delivered to the purchaser, lessee or new apartment owner and the same shall be recorded in the Public Records of Broward County, Florida.

(3) Approval of corporate owner, purchaser or lessee. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser or lessee of an apartment is a corporation the approval of the ownership or interest by the corporation may be conditioned by requiring that all persons occupying the apartment shall also be approved by the association.

C. Disapproval by association. If the association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:

(1) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the association shall furnish a purchaser approved by the association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) The purchase price to be paid by the purchaser

shall be the fair market value determined by agreement, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in a court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash and the sale shall be closed within thirty (30) days after the approval of the purchaser by the association, or within ten (10) days after the determination of the sale price after the same is determined by arbitration, whichever is later.

(c) If the association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, then the proposed transaction shall be deemed to have been approved and the association shall furnish a certificate of approval as elsewhere provided.

(2) Lease. If the proposed transaction is a lease, and the owner is advised of the disapproval of the lease in writing by the association, then the lease shall not be made.

(3) Gifts, devise or inheritance, other transfers. Upon the apartment owner giving notice to the association of his acquiring title to his apartment by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of the notice and information required to be furnished, the association shall deliver to the apartment owner an offer to purchase by a purchaser approved by the association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) The sale price shall be the fair market value determined by agreement and in the absence of agreement by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by said association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash and the same shall be closed within ten (10) days following the determination of the sale price.

(c) If the association shall disapprove the continuance of the apartment owner's ownership of his apartment but shall fail to provide a purchaser as herein above required, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the association shall furnish a certificate of approval as elsewhere provided.

D. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the association except to a bank, life insurance company authorized to do business in the state of Florida or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section XII shall not apply to a transfer or purchase by a bank, life insurance company authorized to do business in the State of Florida or a federal savings and loan association which acquires its title as a result of owning a mortgage upon the apartment concerned and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings.

F. Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved in writing by the association.

G. Liens.

(1) Protection of property. All liens against an apartment other than those provided for herein and those for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.

(2) Notice of lien. An apartment owner shall give notice to the association in writing of every lien upon his apartment other than those for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(3) Notice of suit. An apartment owner shall give notice to the association of every suit or other proceeding which may affect the title to his apartment, such notice to be given in writing within five (5) days after the date the apartment owner receives knowledge thereof.

(4) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

H. Judicial sales. No judicial sale of an apartment nor any interest therein shall be valid unless the sale is to a pur-

chaser approved by the association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or the sale is a public sale with open building.

XIII. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the association or other apartment owners to the following relief:

A. Legal proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunction relief or both, and which actions may be maintained by the association or in a proper case by an aggrieved apartment owner.

B. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

C. Costs and attorneys' fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

D. Nonwaiver. The failure of the association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

XIV. Amendments. This Declaration of Condominium may be amended in the following manner:

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

B. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the association or by the apartment owners meeting as members of the association. Directors and members not present by person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. The adoption and approval of the meeting must be by the affirmative vote of not less than 75% of the entire membership of the Board of Directors of the association

and by not less than 75% of the votes of the entire membership of the association.

C. Recording. A copy of each amendment shall be certified by the officers of the association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

D. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner nor against apartment or class or group of apartments unless the apartment owners so affected shall consent.

XV. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere provided herein that the apartment building shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated.

B. Agreement. The condominium may be terminated by the approval in writing of all of the owners of the condominium. If the proposed termination is submitted to a meeting of the members of the association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements is obtained within 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased of an offer to purchase signed by the record owners of apartments who will participate in the purchase. Such offer will indicate which apartments will be purchased by each participating owner and shall offer to purchase all of the apartments owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(2) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such offer, and in the absence of agreement by arbitration in accordance with then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment and closing. The purchase price shall be paid in cash and shall be closed within ten (10) days following the determination of the sale price.

C. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

D. Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

XVI. Covenants running with the land. All provisions of the condominium documents shall be constructed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to every apartment and the appurtenances thereto; and every apartment and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XVII. Apartment transfers. Any transfer of apartment shall include all appurtenances thereto whether or not specifically described, including but not limited to the apartment owner's share in the common elements, easements, association membership and interest in funds or assets held by the association.

XVIII. Severability. The invalidity of any covenant, restriction or other provision of the condominium documents or portions thereof, shall not affect the validity of the remaining portions thereof.

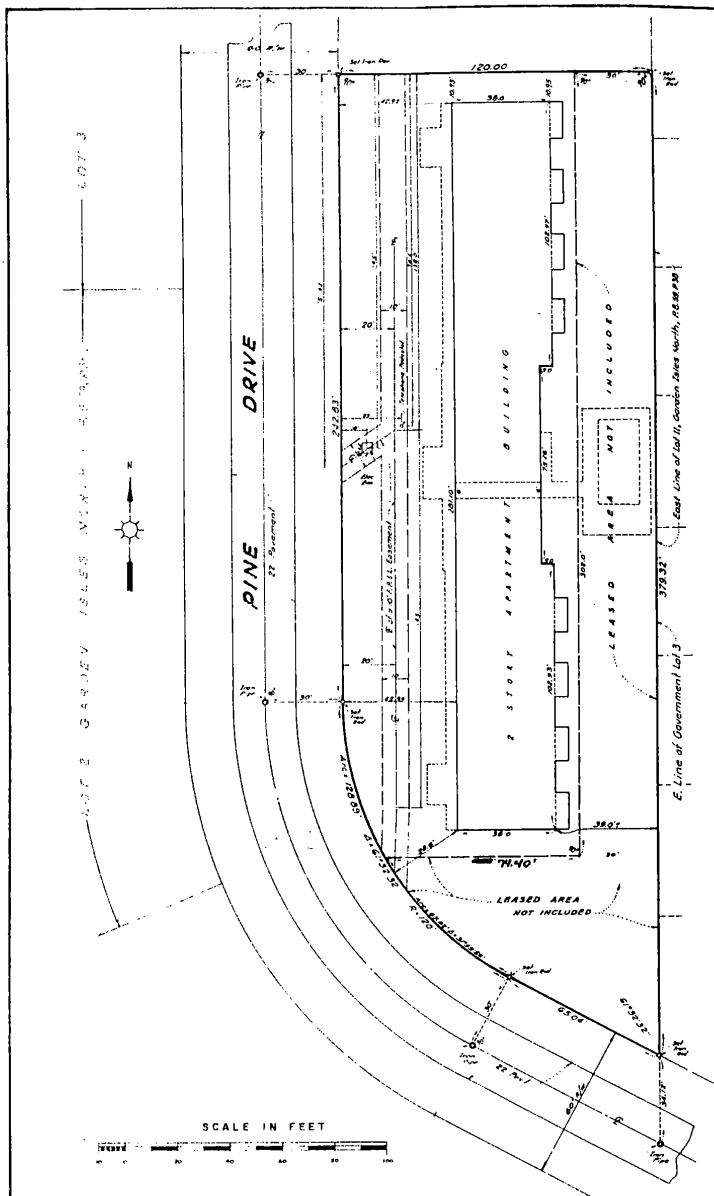
IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

GARDEN BUILDERS, INC.

Signed, sealed and
delivered in the
presence of:

By _____
President

Attest: _____
Secretary



COLONIAL GARDENS

LOT II, GARDEN ISLES NORTH, PLAT BOOK 59, PAGE 38,
PUBLIC RECORDS OF BROWARD COUNTY, FLA.

Certificate

State of Florida
County of Broward:

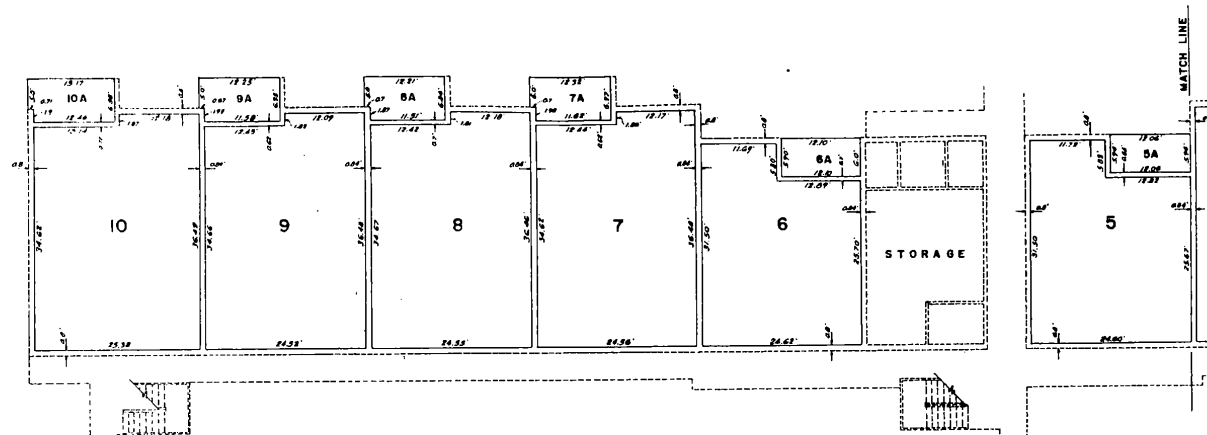
This is to certify that I have recently surveyed the property described hereon and have set markers as indicated on this sketch and that said above ground survey and sketch are accurate and correct to the best of my knowledge and belief. I further certify that this survey meets the minimum requirements adopted by the F.S.P.S. and the R.L.T.A.

R. P. H. H. H. July 30, 1965
Registered Land Surveyor No. 1811 State of Florida

GENERAL NOTES

1. The Boundary Lines of each apartment unit are the interior finished surfaces of the ceilings, floors and perimeter walls thereof.
2. Elevations refer to U.S.C.&G.S. Mean Sea Level Datum.
3. Wall thicknesses averaged from measurements of representative locations. Dimensions of specific locations may vary.

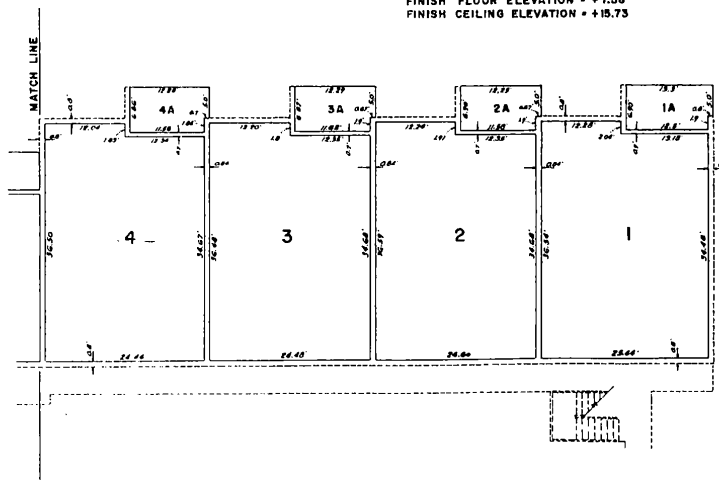
Williams, Hatfield and Stoner, Inc.
CIVIL ENGINEERS LAND SURVEYORS
2312 WILTON DRIVE FT. LAUDERDALE, FLA.
JULY, 1965



LEGEND
 — Apartment Boundary Wall
 - - - Common Area Building Line

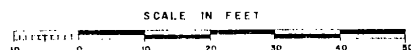
FIRST FLOOR APARTMENT UNITS

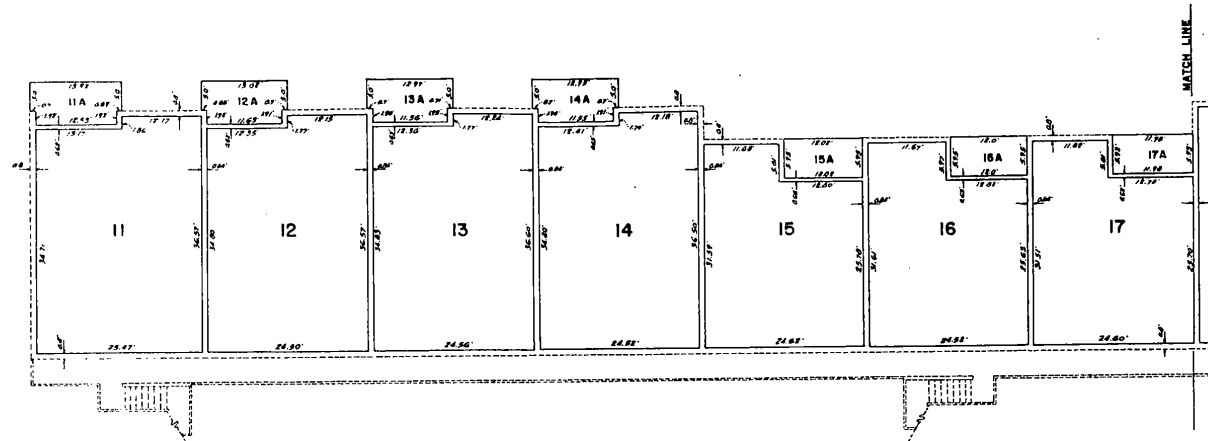
FINISH FLOOR ELEVATION = +7.58
 FINISH CEILING ELEVATION = +15.73



COLONIAL GARDENS

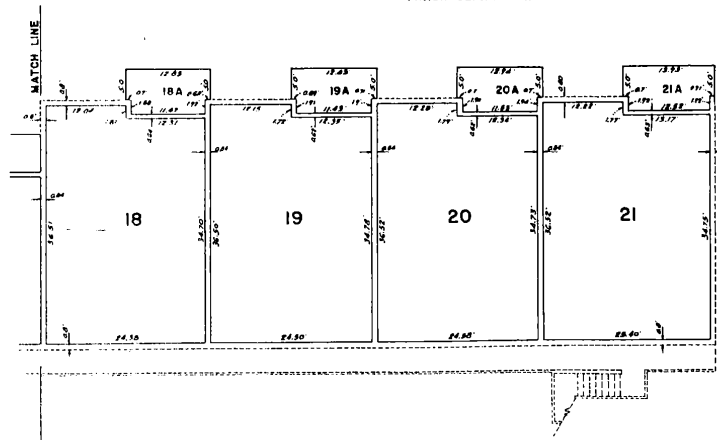
LOT II, GARDEN ISLES NORTH, PLAT BOOK 59, PAGE 38,
 PUBLIC RECORDS OF BROWARD COUNTY, FLA.





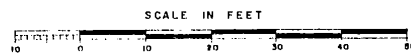
SECOND FLOOR APARTMENT UNITS

FINISH FLOOR ELEVATION = +16.65
FINISH CEILING ELEVATION = +24.72



COLONIAL GARDENS

LOT 11, GARDEN ISLES NORTH, PLAT BOOK 59, PAGE 38,
PUBLIC RECORDS OF BROWARD COUNTY, FLA.



CERTIFICATE

THIS CERTIFICATE, made this _____ day of _____, 1965, by the undersigned engineering and surveying firm is made pursuant to the provisions of Section 711.08(1)(e) of the 1963 Florida Statutes and is a certification that the condominium document with the attached plot plan and description and other material in connection therewith, together with the wording of said Declaration of Condominium, is a correct representation of the improvements described in said Declaration of Condominium and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit of COLONIAL GARDENS, a condominium, located in Broward County, State of Florida.

WILLIAMS, HATFIELD & STONER, INC.

BY _____

ARTICLES OF INCORPORATION

of

COLONIAL GARDENS
APARTMENTS, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be COLONIAL GARDENS APARTMENTS, INC. For convenience the corporation shall herein be referred to as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is stated as follows:

1. A condominium known as "COLONIAL GARDENS" is being constructed upon the following lands in Broward County, Florida:

Lot 11 of GARDEN ISLES NORTH, according to the Plat thereof recorded in Plat Book 59 at Page 38 of the Public Records of Broward County, Florida,

hereinafter called the land.

2. The documents creating the condominium provide for the construction of 21 condominium apartments upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

3. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be

governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit, including those powers set forth in the Condominium Act, Chapter 711, Florida Statutes, which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not 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 its 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 not less than 75% of the votes of the entire membership of the Association before such shall become effective.

(f) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.

(g) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(h) To contract for the 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.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land.

ARTICLE IV

MEMBERS

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

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the public records of Broward County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments in the condominium.

4. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

ARTICLE V

DIRECTORS

1. The affairs of the Association will be managed by a board of not less than three nor more than nine directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

RICHARD H. ROTH	1101 E. Atlantic Boulevard, Pompano Beach, Florida
HARRY C. FISCHER	1101 E. Atlantic Boulevard, Pompano Beach, Florida
JACQUELYN L. KING	1101 E. Atlantic Boulevard, Pompano Beach, Florida

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by officers elected by the board of directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	RICHARD H. ROTH 1101 E. Atlantic Boulevard, Pompano Beach, Florida
Vice President and Assistant Secretary:	HARRY C. FISCHER 1101 E. Atlantic Boulevard, Pompano Beach, Florida
Secretary-Treasurer	JACQUELYN L. KING 1101 E. Atlantic Boulevard, Pompano Beach, Florida

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

The By-Laws of the Association shall be adopted by the board of directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation 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. A resolution approving a proposed 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. Such approvals must be by all of the directors and by not less than 75% of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

3. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Broward County, Florida.

ARTICLE X

TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the condominium documents.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

RICHARD H. ROTH	1101 E. Atlantic Boulevard, Pompano Beach, Florida
HARRY C. FISCHER	1101 E. Atlantic Boulevard, Pompano Beach, Florida
JACQUELYN L. KING	1101 E. Atlantic Boulevard, Pompano Beach, Florida

IN WITNESS WHEREOF, the subscribers have hereto affixed

their signatures this 9th day of August, 1965.

Richard H. Roth
Harry C. Fischer
Jacquelyn L. King

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared RICHARD H. ROTH, HARRY C. FISCHER, and JACQUELYN L. KING, who after being duly sworn acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 9th day of August, 1965.

Pauline Whitman
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 17, 1967
Bonded By American Surety Co. of N. Y.

B Y - L A W S

COLONIAL GARDENS APARTMENTS, INC.

I. IDENTITY

These are the By-Laws of COLONIAL GARDENS APARTMENTS, INC., a condominium corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida on _____, 1965, and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as COLONIAL GARDENS. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida.

Lot 11 of GARDEN ISLES NORTH, according to the Plat thereof recorded in Plat Book 59 at Page 38 of the Public Records of Broward County, Florida, LESS THE FOLLOWING PORTION THEREOF:

BEGINNING at the Northeast corner of said Lot 11, GARDEN ISLES NORTH; thence Southerly along the East line of Lot 11, 379.32 feet to the Southeast corner of Lot 11; thence Northwesterly along the Southwesterly line of Lot 11, 65.04 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right having a radius of 120 feet and a central angle of $31^{\circ}59'56''$ for an arc distance of 67.02 feet; thence Easterly parallel to the North line of Lot 11, 74.40 feet; thence Northerly parallel to and 30 feet Westerly of the East line of Lot 11 for a distance of 302 feet to the North line of Lot 11; thence Easterly along the said North line 30 feet to the Point of Beginning.

1. The office of the Association shall be at 801 Pine Drive, Pompano Beach, Florida.

2. The fiscal year of the Association shall be the calendar year.

3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

II. MEMBERS

1. The annual members' meeting shall be held at the office of the corporation at 2:00 P.M. on the fourth Wednesday in January 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 that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding 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 request from one-third 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 notice. Notice of meeting may be waived before or after meetings.

4. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Declaration of Condominium, or of the By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute a presence of such member for the purpose of determining a quorum. For the purposes herein, a quorum shall consist of persons entitled to cast a majority of the votes of the entire membership.

5. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named on a certificate signed by all of the owners of the apartment 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 requirements for a quorum nor for any other purposes.

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

7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

8. 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.

9. The order of business at annual members meetings, and, as far as practical at all other members meetings, shall be:

- (a) Election of Chairman of the meeting.
- (b) Call 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) Election of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

III. DIRECTORS

1. The Board of Directors shall consist of not less than three persons nor more than nine as is determined from time to time by the members. Excepting above as modified by the Articles of Incorporation. Each member of the Board of Directors shall be either the owner of an apartment, have an interest therein or in the event of a corporate ownership, any officer or designated agent thereof.

2. Election of Directors shall be conducted in the following manner:

~~(a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.~~

(b) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

3. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

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 days prior to the date 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 one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting, unless such notice is waived by said Directors in writing before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

7. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Declaration of Condominium. 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 an adjourned meeting any business which might have been transacted at the meetings as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence 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. Any one or more of the Directors may be removed, either with or without cause, at any time, by a vote of a majority of the owners voting and entitled to vote, at any special meeting called, with notice, for the purpose,

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction of improvements after casualty and the further improvement of the property.

5. 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 not less than 75% of the votes 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.

6. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.

7. 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.

8. 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 apartment subject to such liens.

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

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

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

V. OFFICERS

1. The executive officers of the corporation shall be a President, who shall be a Director, a Vice President, 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 of appointing 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 of 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 duties as shall be prescribed by

the Directors.

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

5. 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.

6. The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

VI. FISCAL MANAGEMENT

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

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 the owner or owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget..

(a) 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: Common Expense Budget to include Maintenance and operation of Common Elements such as landscaping; office and shop; street and walkways; utility rooms; Utilities; Liability Insurance; Casualty Insurance; Administration; and proposed assessments against each member.

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors

and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person or persons as are authorized by the Directors.

4. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

5. Fidelity bonds shall not be mandatorily required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

The latest edition of Roberts Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of the State of Florida.

VIII. 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. A resolution adopting a proposed amendment must receive approval of 75% of the votes of the entire membership of the Board of Directors and 75% of the 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.

3. 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.

4. Recording. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

The foregoing were adopted as the By-Laws of COLONIAL GARDENS APARTMENTS, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on _____, 1965.

Approved:

Secretary

President

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that COLONIAL GARDENS APARTMENTS, INC., a corporation not for profit organized under the laws of the State of Florida, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations paid by the below-named assignee, hereby assigns and transfers unto

an undivided _____% interest in and to that certain
Ninety-Nine Year Lease, dated the _____ day of _____,
1965, by and between GARDEN BUILDERS, INC., a Florida corporation,
and COLONIAL GARDENS APARTMENTS, INC., recorded in Official Record
Book _____, Page _____, of the Public Records of Broward
County, Florida, with all and singular the premises therein
mentioned and described, and the improvements and appurtenances
located thereon and attached thereto, all upon the following
described real property located in Broward County, Florida, to-wit:

A portion of Lot 11, GARDEN ISLES NORTH, as recorded
in Plat Book 59 at Page 38, Public Records of Broward
County, Florida, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 11,
GARDEN ISLES NORTH; thence Southerly along the East
line of Lot 11, 379.32 feet to the Southeast corner
of Lot 11; thence Northwesterly along the Southwesterly
line of Lot 11, 65.04 feet to a point of curvature;
thence Northwesterly along the arc of a curve to the
right having a radius of 120 feet and a central angle
of 31° 59' 56" for an arc distance of 67.02 feet; thence
Easterly parallel to the North line of Lot 11, 74.40
feet; thence Northerly parallel to and 30 feet Westerly
of the East line of Lot 11 for a distance of 302 feet
to the North line of Lot 11; thence Easterly along the
said North line 30 feet to the Point of Beginning.

TO HAVE AND TO HOLD the same unto the assignee herein from
the _____ day of _____, 196____, for and during all

the rest and remainder yet to come of, and in the term of ninety-nine (99) years mentioned in the Lease, subject to all of the rents, which the assignee herein agrees to pay, and subject to all of the pledges, agreements and conditions contained in said Lease, which the assignee herein agrees and consents to, all contained in the aforesaid Ninety-Nine Year Lease.

IN WITNESS WHEREOF, COLONIAL GARDENS APARTMENTS, INC. has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

COLONIAL GARDENS APARTMENTS, INC.

BY _____
President

Attest:

Secretary (Corporate Seal)

I have read the above Assignment of Lease and the Ninety-Nine Year Lease referred to therein, and do agree and consent to the provisions thereof.

ASSIGNEE:

_____(SEAL)

_____(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ and

_____, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as _____ and _____ of the above named COLONIAL GARDENS APARTMENTS, INC., a Florida corporation not for profit, and severally acknowledged to and before me that they executed such instrument on behalf of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this _____ day of

_____, 1965.

COLONIAL GARDENS
a Condominium

REGULATIONS

1. Use of the recreational facilities of the general common elements will be in such manner as to respect the rights of other apartment owners.
2. No antenna protrusions or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.
3. The balconies, terraces and exterior stairways shall be used only for the purpose intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No clotheslines or other such items shall be allowed on the condominium property. All cleaning and drying shall be limited to the common laundry and dryer facilities.
4. Disposition of garbage and trash shall be only by use of receptacles supplied by the Association.
5. No animals shall be maintained in the condominium or on any part thereof, either on a permanent or temporary basis.
6. No children under the age of twelve years shall be allowed to live on the condominium property or in any apartment, with the exception that an apartment owner may have a child under the age of twelve years visit in his apartment for a period not to exceed thirty days in any one calendar year, but provided that the said owner shall closely supervise and attend the child when in the pool and recreational areas. It is contemplated that the condominium apartments will be occupied by adults only and that children may be barred if the same shall disturb or annoy other occupants.
7. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants.
8. No trucks or trailers, including boat trailers, shall be parked or stored on the condominium property, with the exception that trucks making delivery may use or occupy so much of the condominium property to complete the delivery and then depart.

The above Regulations may be amended by deletion or addition or change in accordance with the condominium documents of Colonial Gardens.

COLONIAL GARDENS APARTMENTS, INC.

By



President

89119998

COLONIAL GARDEN APTS., INC.
REVISED REGULATIONS

The following regulations have been set up, not for the restriction of one's conduct, but rather for the purpose of making living in Colonial Gardens a more comfortable and contented experience for all concerned. Each member shall occupy the unit as a private dwelling for himself and family. The word "family" is interpreted to mean: father, mother, son, daughter, brother, or sister. Uncles, aunts, nieces, nephews, a close friend or business associate may use the owner's apartment on written request of the owner to the Board for a period not to exceed two weeks.

1. Owners who will not be in residence must notify the Board of Directors in writing, at least one week in advance, of the proposed occupancy of their apartment by a member of their family.
2. Use of the recreational facilities of the general common elements will be in such a manner as to respect the rights of other apartment owners.
3. NO antenna protrusions or any wiring for any purpose may be installed on the exterior of the building without the written consent of the Association.
4. The balconies, terraces and exterior stairways shall be used only for the purpose intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No clothes lines or other such items shall be allowed on the condominium property. All cleaning and drying shall be limited to the common laundry and drying facilities.
5. Disposal of garbage and trash shall only be in receptacles supplied by the Association. Refuse is to be tied in plastic bags.
6. No animals shall be maintained in the condominium or on any part thereof on a permanent or temporary basis.
7. Storage And Parking Place. Automobile parking and storage spaces shall be assigned to each apartment by the association from time to time; however, no rights other than those granted by the association shall vest in an apartment owner and any automobile parking and storage space assigned by the association shall not be transferable or assignable except by the association.
8. ARTICE #9 To READ: NO REGISTERED COMMERCIAL VEHICLES, NO BOATS, NO MOTORCYCLES, NO MOPEDS, NO CAMPER VEHICLES OR TRAILERS OF ANY KIND SHALL BE PERMITTED TO BE PARKED OR STORED ON THE CONDOMINIUM PROPERTY AT ANY TIME."

THIS RESOLUTION PASSED FEBRUARY 3, 2001 By TWO THIRDS VOTE OF UNIT OWNERS.

Mar 27 10 51 AM '99

9. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants.
10. No registered commercial vehicles, no boats, no motorcycles, no mopeds, no camper vehicles or trailers of any kind shall be permitted or stored on the condominium property at any time.
11. Out of courtesy to others, please instruct your guests where to park. Due to limited guest parking spaces, guests should not occupy a space for longer than two weeks.
12. Regarding the leasing of apartments, our 21-unit condo is a family-oriented community and, to keep this continuity of residence, we are discouraging speculators from purchasing apartments for profit and investment purposes. A new owner must establish residence for three years following purchase before being able to lease out his apartment. An additional \$50.00 per month shall be added to the monthly maintenance fee on leased apartments. All leases are to be submitted to the Board of Directors for approval thirty days prior to execution. Please see that this list of regulations is given to a new occupant. After a tenant has been warned three times regarding an infraction of these regulations, the Condo Association can ask the owner to evict his tenant, before the Condo Association takes legal action. All charges incurred by the eviction will be charged back to the owner of the leased apartment. Leasing is to be at three-year intervals for a twelve-month period.
13. The monthly maintenance fee is due the first day of each month and must be paid not later than the fifth day of said month.
14. Planting of trees, shrubs or other plants shall be done only with the consent of the Board of Directors.

County of Broward
State of Florida

Anne E. Rayson
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 11/15/03
BOUNDED THIS GENERAL REGISTRATION



Donald G. Keating
President

Edmond O. Jensen
Vice-President

Sally M. Marshall
Secretary

L. A. HESTER
TREASURER

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

