

DECLARATION OF CONDOMINIUM
OF
HAMPSHIRE VILLAS CONDOMINIUM

Prepared By:

JENNIFER LEVIN, ESQ.
JENNIFER LEVIN, P.A.
19370 COLLINS AVE., #1507
SUNNY ISLES BEACH, FL 33160

**TABLE OF CONTENTS TO
DECLARATION OF CONDOMINIUM OF
HAMPSHIRE VILLAS CONDOMINIUM**

<u>Article</u>		<u>Page</u>
I.	SUBMISSION STATEMENT	1
II.	DEFINITIONS	1
III.	UNITS; APPURTENANCES; POSSESSION AND ENJOYMENT	4
IV.	RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS	5
V.	COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	5
VI.	CONDOMINIUM PROPERTY AND IDENTIFICATION OF UNITS	6
VII.	OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON SURPLUS	7
VIII.	AMENDMENT TO DECLARATION	7
IX.	THE ASSOCIATION; ITS POWERS AND RESPONSIBILITIES	8
X.	MAINTENANCE, ALTERATIONS AND IMPROVEMENTS	9
XI.	ENFORCEMENT OF MAINTENANCE	11
XII.	COMMON EXPENSES	11
XIII.	ASSESSMENTS; LIABILITY, LIEN AND PRIORITY; INTEREST; COLLECTION	11
XIV.	MAINTENANCE GUARANTEE	13
XV.	LIMITATION OF LIABILITY	14
XVI.	LIENS	14
XVII.	EASEMENTS	14
XVIII.	OBLIGATIONS OF UNIT OWNERS	15
XIX.	INSURANCE	16
XX.	EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS	20
XXI.	RULES AND REGULATIONS	20
XXII.	MAINTENANCE CONTRACTS	21
XXIII.	MANAGEMENT AGREEMENTS	21
XXIV.	TERMINATION OF CONDOMINIUM	22
XXV.	ASSIGNABILITY OF RIGHTS OF DEVELOPER	23
XXVI.	EXECUTION OF DOCUMENTS REQUIRED BY THE CITY OF CORAL SPRINGS AND/OR BY THE COUNTY OF BROWARD AND/OR BY THE STATE OF FLORIDA	23
XXVII.	DEVELOPER'S RIGHT TO AMEND DECLARATION OF CONDOMINIUM	23
XXVIII.	PETS	24
XXIX.	CONDOMINIUM WORKING CAPITAL FUND	24
XXX.	CONVEYANCES, SALES AND TRANSFERS	24
XXXI.	REMEDIES	26
XXXII.	ADDITIONAL PROVISIONS	27
 EXHIBITS		
"A"	Legal Description of Real Property	
"B"	Plot Plan, Survey and Graphic Description	
"C"	Share of Common Expenses, Common Elements and Common Surplus	
"D"	Articles of Incorporation of Hampshire Villas Condominium Association, Inc.	
"E"	By-Laws of Hampshire Villas Condominium Association, Inc.	
"F"	Rules and Regulations	

**DECLARATION OF CONDOMINIUM
OF
HAMPSHIRE VILLAS CONDOMINIUM**

=====

I. SUBMISSION STATEMENT

GPB VENTURES, LLC, a Florida limited liability company ("Developer"), on behalf of itself and its successors, grantees and assigns, hereby makes the following Declaration of Condominium of Hampshire Villas Condominium. All capitalized terms used in this Declaration that are not otherwise defined in this Declaration shall have the meanings ascribed to such terms in Article II below.

A. Introduction. Developer owns fee simple title to the land located in Broward County, Florida, more particularly described in Exhibit "A" attached to and made a part of this Declaration.

B. Submission Statement. Developer hereby submits the real property described on Exhibit "A" and all Improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal, or mixed property, intended for use in connection therewith, but excluding all public or private (e.g., cable television, or other receiving or transmitting lines, fiber, antennae or equipment) utility installations and all leased property therein or thereon to the condominium form of ownership and use in the manner provided in this Declaration and the Act. Condominium form of ownership means that form of ownership of real property that is created pursuant to the provisions of the Act and that is composed of Units that may be used for residential purposes by one or more persons. Appurtenant to each Unit there is an undivided share in the Common Elements. Developer shall be the initial owner of the Condominium and of each Unit, Parking Space and Storage Area, if any, created under that regime. All provisions of this Declaration, the Articles, the Bylaws and all Rules and Regulations of the Association, to the extent applicable and unless otherwise expressly provided in this Declaration or in those instruments to the contrary, shall be construed to be covenants running with the land and with every part thereof and interest therein, subject and subordinate in all respects to this Declaration. This Declaration and the other Condominium Documents shall be binding upon and inure to the benefit of Developer and all subsequent Unit Owners and their respective heirs, personal representatives, successors and assigns. All present and future Unit Owners, their guests and tenants shall be subject to and shall comply with the provisions of this Declaration, the Condominium Documents and any applicable Rules and Regulations of the Association and hereby adopt and ratify as being fair and reasonable in all respects the provisions of this Declaration (including, but not limited to, adoption and ratification of any appointments of attorneys-in-fact contained in this Declaration), the Condominium Documents and of the Rules and Regulations of the Association.

C. Condominium Name and Address. Constructed upon the real property is a total of twelve (12) Units and associated Improvements to be known and identified by the name of "Hampshire Villas Condominium" (the "Condominium"). The street address of the Condominium is 9203 N.W. 38th Drive, Coral Springs, Florida 33065.

II. DEFINITIONS:

As used herein and in the Exhibits attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium as the same may be renumbered from time to time.

B. "'Assessment'" means the share of the funds required for the payment of Common Expenses that may be assessed from time to time against a Unit Owner, either by way of an annual or regular Assessment, as determined in accordance with this Declaration, or by a Special Assessment, as

levied by the Board and more particularly described below in this Declaration, which may be assessed directly against one or more Unit Owners (though not necessarily against other Unit Owners).

C. "Association" or "Corporation" means Hampshire Villas Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium and having as its Members the Unit Owners.

D. "Board" or "Board of Directors" means the Board of Directors of the Association.

E. "By-Laws" means the By-Laws of the Association.

F. "Common Elements" means and shall include the following as the same now exist and as the same may exist from time to time in the future:

a. The Condominium Property identified as such on the Survey in Exhibit "B" that is not included in the Units, the Association Property, or both.

b. Easements: (i) for ingress to and egress from each Unit; (ii) through any Unit for conduits, ducts, pipes, plumbing, wiring and other similar installations and facilities required for furnishing utility and other services (e.g., electrical, plumbing, mechanical) to the Units, to the Common Elements and to the Association Property; and (iii) of support in every part of a Unit that contributes to the support of the Building, other Units and/or any Common Element.

c. The property and installations required for the furnishing of utility services and other services to more than one Unit, or to the Common Elements or to the Association Property such as chilled water, air conditioning, electricity, water and sewer.

d. Columns or other structural components of the Building.

e. Any other part of the Condominium Property designated as a Common Element in this Declaration.

f. The real property underlying the Condominium when submitted to condominium ownership, including the surface water management system, if any.

G. "Common Expenses" means all expenses incurred by the Association for or relating to the Condominium for which the Unit Owners are liable to the Association and any other expense, whether or not included in the foregoing designated as such by the Act or by any Condominium Document for the maintenance, management, operation, protection, repair or replacement of the Common Elements and Association Property and the costs of carrying out the powers and duties of the Association and any other expense, whether or not included above designated as a "Common Expense" by the Act, this Declaration, the Articles or the Bylaws. Common Expenses shall also include, without limitation: all reserves required by the Act or otherwise established by the Association; the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; the costs of insurance; if applicable, the cost of reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house or interactive communications and surveillance systems; the cost of utility and other services; the cost of capital improvements and betterments, additions and alterations to and/or relocations of the Common Elements required to be maintained by the Association and undertaken in accordance with this Declaration; real property taxes, Assessments and other maintenance or financial expenses attributable to any Unit acquired by the Association or to any Association Property; the cost of installing, repairing and maintaining hurricane shutters for those parts of the Building (exclusive of Units) requiring shutters in accordance with applicable law; any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; and any other expenses designated as Common Expenses by the Board from time to time which are not inconsistent with the Act or this Declaration. Common Expenses do not include any separate obligation of an individual Unit Owner. Defined "Common Expenses" also specifically exclude the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract so that in accordance with Section 718.115(1)(d) of the Act the cost shall be allocated on a per Unit rather

than a percentage basis. Nevertheless, such services are classified as Common Expenses pursuant to Section 718.115(1)(d) of the Act.

H. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, (including, but not limited to, Assessments, rents, profits and revenues) over and above the amount of money expended as Common Expenses.

I. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and where there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

J. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

K. "Condominium Property" means the Land, Improvements and other property that is subjected to condominium ownership under this Declaration, and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Notwithstanding any provision in this Declaration to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) that have contracted with or have imposed other legal requirements upon Developer and/or the Condominium Association to provide a utility or telecommunications service and/or equipment.

L. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit; and when the context permits, the terms includes all other appurtenances to the Unit

M. "Condominium Unit" or "Unit" means that portion of the Condominium Property which is to be subject to exclusive ownership; said Unit being a unit space identified on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".

N. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

O. "Developer" means GPB Ventures, LLC, a Florida limited liability company, and any successor or assign of all or part of Developer's development rights and obligations under this Declaration. Developer may assign all or part of its rights and privileges reserved for Developer under this Declaration and other Condominium Documents. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights as are specially assigned to it. Any such assignment may be made on a non-exclusive basis. A Unit Owner shall not be considered, solely by virtue of purchasing Unit, a successor or assign of Developer or of the development rights of Developer under the Condominium Documents, unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association

P. "Institutional Lender" or "Institutional Mortgagee" means the Developer, a bank, savings and loan association, insurance company, a generally recognized and licensed mortgage company, real estate investment trust, public company pension fund, public company pension trust, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) holding a mortgage encumbering a Unit.

Q. "Institutional Mortgage" means a mortgage encumbering a Unit held by an Institutional Lender or by an Institutional Mortgagee.

R. "Insurance Trustee" means that Florida Bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

S. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or certain Units to the exclusion of all other Units. References to Common Elements include all Limited Common Elements unless the context would prohibit, or it is otherwise expressly provided.

T. "Unit Owner" or "Owner" means that person or entity owning a Unit.

III. UNITS; APPURTENANCES; POSSESSION AND ENJOYMENT

A. A Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

B. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper Boundaries -- the horizontal plane of the undecorated finished ceiling.
2. Lower Boundaries -- the horizontal plane of the undecorated finished floor.

C. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed to be a Common Element.

D. Each Unit shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit, nor shall a Unit be deemed to include pipes, wires, conduits or other public utility lines running through the Unit which are utilized for or serve more than one Unit, which items are by these presents hereby made a part of the Common Elements. A Unit shall be deemed to include the interior walls and partitions which are contained in a Unit and also shall be deemed to include the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings or the Unit, including plaster, paint, wallpaper, etc.

E. There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the Common Elements.
2. An undivided share in the Common Surplus.
3. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
4. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Unit.
5. Membership for the Unit Owner in the Association, with the full voting rights appertaining thereto, subject to the rights and obligations of membership therein.

F. The Owner of a Unit is entitled to the exclusive possession of the Unit. Each Owner of a Unit shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There

shall be a joint use of the Common Elements and a joint mutual easement for that purpose is hereby created.

G. Each Owner of a Unit shall pay the cost of maintaining all sliding glass doors contained within his Unit, if any, and the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated, from time to time, by the Association.

H. No Unit may be partitioned or subdivided.

I. Each Unit shall be used only for residential purposes.

IV. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. The undivided share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The undivided share in the Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

V. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Common Elements includes within its meaning, in addition to, if applicable, the meaning given to it in Article II above, the following items:

A. All of the real property, other than the Units and the Limited Common Elements, all of which are more particularly described and set forth in the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B". Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements and easements of support in every portion of a Unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of the Unit Owners.

B. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Unit caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs and gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over Units.

E. A non-exclusive easement for ingress and egress over the walks and other rights-of-way of the Common Elements as shall be necessary to provide access to the public ways to and from the Units.

F. There shall be one (1) automobile parking space assigned to each Unit. The parking space so assigned shall be designated as a Limited Common Element appurtenant to the Unit to which the parking space is assigned. The assignment of the appurtenant parking space for each such Unit shall be made by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of a parking space to a Unit. Upon the assignment of the automobile parking space to such particular Unit, the same shall be an appurtenance to said Unit and shall pass as an appurtenance thereto. All unassigned parking spaces shall be Common Elements and available for uses designated by the Board of Directors of the Association, except that so long as the Developer owns at least one (1) Unit in the Condominium, it shall have the right and authority to assign, transfer or lease, for

DeclarationHV final rev1.doc

consideration, all unassigned parking spaces. In addition to the foregoing, in the event a Unit is assigned more than one (1) automobile parking space, the Owner of said Unit may assign any additional parking spaces in excess of one (1) to another Owner without the necessity of obtaining approval from either the Developer or Board of Directors of the Association. In the event of such an assignment, however, the Unit Owner assigning the parking space or spaces shall notify the Association of the parking space so assigned and the name and Unit number of the Owner to whom such space has been assigned. In addition to, but without the ability to amend or modify the provisions hereof, the Association may promulgate rules and regulations regarding the transfer or assignment of parking spaces among Unit Owners.

G. Certain parking spaces are Limited Common Elements of this Condominium as described above and as shown on Exhibit "B" attached hereto. These Limited Common Elements are reserved for the use of the Residential Units appurtenant thereto to the exclusion of other Units, and there shall pass with a Residential Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant, subject to the provisions hereof. Except as may be otherwise provided herein, expense of maintenance and repair relating to these Limited Common Elements shall be considered Common Expenses for the purpose of cost of repair and maintenance, except that the Association shall not be responsible for the repair or replacement of any improvements to any of these Limited Common Elements. All unassigned parking spaces shall be Common Elements and available for uses designated by the Board of Directors of the Association except that in the event the Developer owns at least one (1) Unit in the Condominium, it shall have the right and authority to assign, transfer or lease, for consideration, all unassigned parking spaces. In addition to the responsibility of the maintenance and repair of the Limited Common Elements, unless otherwise provided herein to the contrary, the Association shall be solely responsible for the uniformity of character, color, quality and integrity of any and all such Limited Common Elements to ensure that same enhance the Condominium Property, and the written approval of the Association must be obtained prior to improving, altering, or modifying any of said Limited Common Elements as may be provided herein.

H. Certain terraces and balconies are Limited Common Elements of this Condominium as shown on Exhibit "B" attached hereto. These Limited Common Elements are reserved for the exclusive use of the Units appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant and are not assignable. Provided the Developer owns at least one (1) Unit in the Condominium, it shall have the right and authority to assign, transfer or lease, for consideration, all unassigned Limited Common Elements, if any, except for those set described in the immediately preceding sentence. All other assignable but unassigned Limited Common Elements shall be Common Elements and available for uses designated by the Board of Directors of the Association. Except as may be otherwise provided herein, the Association shall be responsible for the maintenance and repair of these Limited Common Elements, and the expense of same shall be considered Common Expenses. In addition to the responsibility of the maintenance and repair of the Limited Common Elements, unless otherwise provided herein to the contrary, the Association shall be solely responsible for the uniformity of character, color, quality and integrity of any and all such Limited Common Elements to ensure that same enhance the Condominium Property, and the written approval of the Association must be obtained prior to improving, altering, or modifying any of said Limited Common Elements as may be provided herein. However, the Association shall not be responsible for the repair or replacement of any improvements to any of these Limited Common Elements.

VI. CONDOMINIUM PROPERTY AND IDENTIFICATION OF UNITS

A. Annexed hereto as Exhibit "B" is a survey of the real property being submitted to the condominium form of ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

B. The identification, location and dimensions of each Unit and the Common Elements appear on the aforescribed Exhibit "B". Each Unit has been given a designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "B" annexed hereto in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the Common Elements appurtenant thereto. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

VII. OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON SURPLUS

The Owner of each Unit shall own a share and an interest in the Condominium Property which is appurtenant to Unit Owner's Unit which includes, but is not limited to, the following items:

A. Common Elements – The undivided shares, based on a fractional basis in the Common Elements appurtenant to each of the Units as set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "C"; and

B. Common Surplus – Any Common Surplus of the Association, in the same percentage as the Common Elements appurtenant to each Unit are owned, as set forth in Exhibit "C". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus.

VIII. AMENDMENT TO DECLARATION

A. Except as herein or otherwise provided, this Declaration may be amended 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 to be considered.

2. An amendment may be proposed by either a majority vote of the Board of Directors of the Association, or by the vote of not less than 51% of the members of the Association present, either in person or by proxy, at a duly called meeting of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. The vote of not less than 66-2/3% of the Board of Directors and the vote of not less than 66-2/3% of the members of the Association present, either in person or by proxy, at a duly called meeting of the members of the Association; or

b. The vote of not less than 80% of the members of the Association present, either in person or by proxy, at a duly called meeting of the members of the Association.

B. No amendment shall change the configuration of any Unit nor a Unit's proportionate share of the Common Elements, the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the amendment is approved by: (i) not less than 51% of the total votes of the Association; (ii) the record Owner(s) of the Unit(s) affected by such amendment; and (iii) the record Owner(s) of all liens encumbering the Unit(s) affected by such amendment.

C. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend this Declaration and its Exhibits so as to correct any omissions or errors (including scrivener's or surveyor's errors), so long as such amendments do not materially and adversely affect the rights of Unit Owners or mortgagees. Such amendment need be executed and acknowledged by the Developer only and be authorized by the vote of not less than 51% of the members of the Association present, either in person or by proxy, at a duly called meeting of the members of the Association.

In addition, the Developer reserves the right to amend this Declaration pursuant to the provisions of Article XXVII herein, provided said amendment(s) is in accordance with the Act.

D. In the event it shall appear that there is an error or omission in this Declaration or in the Exhibits attached hereto, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered;

2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members of the Association not present in person or by proxy at the meeting considering the amendment may

express their approval or disapproval by writing delivered to the Secretary at or prior to the meeting considering adoption of the amendment. Such approvals to amend this Declaration must be either by:

a. The vote of not less than 33-1/3% of the Board of Directors and the vote of not less than 10% of the members of the Association present, either in person or by proxy, at a duly called meeting of the members of the Association; or

b. The vote of not less than 25% of the members of the Association present, either in person or by proxy, at a duly called meeting of the members of the Association; or

c. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

E. No provision of this Declaration shall be revised or amended by reference to its title number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the new provision to be amended; new words shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

F. Except as may be otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted. Each amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida.

IX. THE ASSOCIATION; ITS POWERS AND RESPONSIBILITIES

A. The Condominium is governed and administered by Hampshire Villas Condominium Association, Inc., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "D". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. No amendment to the Articles of Incorporation shall be valid unless recorded with identification on the first page thereof of the official records book and page number of the public records of the county in which this Declaration is recorded. No amendment to the Articles of Incorporation shall, however, change the size of any Unit nor the share of Common Elements, Common Expenses or Common Surplus appurtenant to a Unit nor the voting rights appurtenant to a Unit unless the record Owner or Owners thereof and all record owners of mortgages encumbering such Unit or Units shall join in the execution of such amendment and such amendment is approved by not less than a majority of the total votes of the Association.

B. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereto and made a part hereof as Exhibit "E" but, in addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, including:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association or as may be necessary to prevent damage to the Common Elements or to a Unit or Units. In this regard, the Association may retain a pass-key to all Units. In the event the Unit Owner fails to supply a pass-key to the Association and, pursuant to the terms of this Declaration, entry into the Unit by the Association is permitted, the Association shall not be responsible for any damage which may arise as the result of a forced entry into the Unit.

2. The power to make and collect Assessments, regular and special, and to lease, maintain, repair and replace the Common Elements.

3. The duty to maintain accounting records prepared according to normally accepted accounting practices, which records shall be open to inspection by Unit Owners at reasonable times during normal business hours.

4. The power to enter into contracts with others for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior of his Unit and the Limited Common Elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

C. The By-Laws may be amended in the manner provided for therein, but no amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage encumbering any Unit(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

E. The Association or its designees shall maintain such records as are required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners and to all Institutional Mortgagees who may be exposed to the liability, so that such Unit Owners and/or such Institutional Mortgagees shall have the right to intervene and defend.

G. Directors shall be members of the Association, except that this provision shall not apply to Directors selected by the Developer. However, no person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence shall be eligible to serve on the Board of Directors. The validity of an action by the Board of Directors shall not be affected if it is later determined that a member of the Board of Directors is ineligible to serve on the Board of Directors due to having been convicted of a felony.

X. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association -- The Association shall maintain, repair and replace at the Association's own expense:

1. All Common Elements.
2. All portions of the Units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns.
3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.
4. All parking areas of the Condominium, if any.
5. All property owned by the Association.

Subject to the provisions of Article X(B) of this Declaration, all incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

B. By the Unit Owner -- The responsibilities of each Unit Owner shall be as follows:

1. To maintain, repair and replace, at Unit Owner's expense, all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be to maintain, repair and replace all plate glass, sliding glass doors, windows, screens and doors opening into or onto the Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

2. To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air-conditioning and heating system located inside Unit Owner's individual Unit; and, as to air conditioning the components therefore located upon the terrace or balcony appurtenant to the Unit as indicated on Exhibit "B."

3. Within the Unit, to maintain, repair and replace at Unit Owner's expense all fans, stoves, refrigerators, dishwashers, washing machines, dryers, or other appliances or equipment, including all fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Unit. The floor and interior walls of any balcony, terrace or patio of a Unit shall be maintained by the Unit Owner at such Unit Owner's expense.

4. Within and without the Unit, not to paint or otherwise decorate or change the appearance of any exterior portion of the building, including balconies, patios or terraces, or any stucco portion of the Condominium.

5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

6. No Unit Owner, other than the Developer, shall make any alterations in the portions of the Condominium which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

C. Alteration and Improvement of Common Elements -- There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of not less than 66-2/3% of the members of the Association present, either in person or by proxy, at a duly called meeting of the members of the Association. The cost of the foregoing shall be assessed as Common Expenses of the Condominium.

D. Alteration of Unit. No Owner of a Unit shall make or cause to be made any structural modifications or alterations or replacements in Unit Owner's Unit, or in the exterior doors of Unit Owner's Unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the structural soundness of the building. If the modification, alteration or replacement desired by an Owner of a Unit involves the removal of any permanent interior partition, the Board of Directors may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Unit Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom. No Unit Owner shall cause any improvements or changes to be made to the exterior of the Condominium including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within each Unit, without consent of the Board of Directors. No Unit Owner, other than the Developer and/or the agents of the Developer, or any other person shall install upon the roof or exterior of the building or upon the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic, electro-mechanical or other communications device, decorative item or affixed furnishing, without the consent of the Board of Directors.

E. Liability of Unit Owner. Should a Unit Owner undertake unauthorized additions and modifications to the Unit Owner's Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Condominium Property, the Association shall have the right to avail itself of the remedies set forth in Section 718.303(1) and (3), Florida Statutes, which remedies include the levy of a reasonable fine, an action for damages or an action for injunctive relief.

F. Insurance Proceeds. Whenever any maintenance, replacement and repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

XI. ENFORCEMENT OF MAINTENANCE

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto, as required above, the Association, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions.

Further, in the event a Unit Owner violates any of the provisions of Article XI above, the Developer and/or the Association shall have the right to take any and all such lawful steps as may be necessary to remedy such violation.

XII. COMMON EXPENSES

A. Common Expenses shall include those expenses defined in Article III(G), and to the extent not otherwise included therein, expenses of the operation, maintenance, repair or replacement of the Common Elements (and those portions of the Limited Common Elements to be maintained by the Association), costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Association.

B. All costs of electricity, water, gas, trash and garbage collection and sewage service for the Condominium.

C. Common Expenses shall be shared by each Unit in accordance with each Unit's respective interests in the Common Elements and in the Common Surplus, as set forth in Exhibit "C". The foregoing ratio of sharing Common Expenses and Assessments shall remain, regardless of the purchase price of the Units or their locations.

XIII. ASSESSMENTS; LIABILITY, LIEN AND PRIORITY; INTEREST; COLLECTION

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time, a budget necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, except as provided in Article XV below, shall be liable for all Assessments coming due while such Unit Owner is the Owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the Unit being conveyed, up to the time of such voluntary conveyance.

B. The Board of Directors shall adopt a Budget for the Association during the month preceding the fiscal year wherein the Budget will take effect, which Budget shall include a schedule of Assessments to be paid by the Unit Owners.

C. Each Unit Owner shall be responsible for the payment of the Assessments imposed against the Unit Owner's Unit in an amount equal to the percentage of responsibility for payment of Common Expenses set forth in Exhibit "C" attached hereto.

D. Regular Assessments shall be paid by the Unit Owners on a monthly basis payable on the first day of each and every month.

E. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses and in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional and/or special Assessments to meet such needs of the Association.

F. The Board of Directors of the Association, in assessing for Common Expenses, shall (unless waived or reduced pursuant to applicable law) include therein a sum to be collected and maintained as a reserve fund for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. Prior to turnover of control of the Association by the Developer to Unit Owners other than the Developer pursuant to Florida Statutes Section 718.301, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial Declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper Voting Interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into effect. After the turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves. All reserve funds, and any interest accruing thereon, shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless the use of reserve funds for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

G. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

H. All monies collected by the Association from Assessments imposed against Unit Owners in this Condominium shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from Assessments imposed against Unit Owners in this Condominium shall be maintained separately in the name of the Association. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds. A manager or business entity required to be licensed or registered under Florida Statutes Section 468.432, or an agent, employee, officer, or director of the Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in Florida Statutes Section 468.431. All monies received by the Association from Assessments imposed against Unit Owners in this Condominium shall be held for the benefit of the Unit Owners in this Condominium and may not be expended for the benefit of any other condominium. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association, by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

I. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which a Unit Owner is entitled to use or enjoy.

J. Assessments not paid within five (5) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any Assessment within five (5) days from the date due shall entitle the Association to levy an administrative late fee, in addition to interest upon the delinquent Assessment, in an amount not to exceed the greater of \$25.00 or five percent (5.00%) of each installment of the delinquent Assessment, said administrative late fee to be imposed against the delinquent Unit Owner for each thirty (30) day period that the Assessment remains delinquent. Payments made shall be applied to interest and administrative late fees first and then to the delinquent Assessment. The Association shall furnish to any Institutional Mortgagee, upon its request, written notification of any default in Assessment payments of the Unit Owner whose Unit is encumbered by the Institutional Mortgage.

K. The Association is hereby granted a lien on each Unit, which lien shall secure the payment of all Assessments, interest thereon, and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. Notwithstanding anything to the contrary which may be contained herein, no fine shall become a lien against a Unit. The lien shall be effective, have priority and be collected as provided by the Act.

L. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association, provided the Unit Owner has remained in possession of the Unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from the Owner of such Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Unit.

M. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not yet been received by the Association; or

2. One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

XIV. MAINTENANCE GUARANTEE

During the period from the date of the recording of this Declaration until the last day of the first (1st) full calendar month following the recording of this Declaration (the "Guarantee Expiration Date"), Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by Developer ("Guarantee"), provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than Developer prior to the Guarantee Expiration Date shall not increase during such period over the amount of \$190.05 as to Units 1, 2, 3, 4, 6, 7, 8, 9, 10, 12 and \$273.92 as to Units 5 and 11; and (ii) that Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. After the Guarantee Expiration Date, Developer shall have the option of extending the Guarantee Expiration Date for twenty-four (24) additional one (1) month periods (each an "Additional Guarantee Period"), or paying the share of Common Expenses and Assessments attributable to Units it then owns. The Developer shall be deemed to have automatically extended the Guarantee Expiration Date by an Additional Guarantee Period unless the Developer notifies the Board of Directors in writing of its election not to extend the Guarantee Expiration Date for an Additional Guarantee Period. The Developer may also extend the Guarantee Expiration Date for a definite period of time by written agreement with a majority of non-Developer Unit Owners. Notwithstanding the above and as

DeclarationHV final rev1.doc

provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning Units on the date of such Extraordinary Financial Event, and their successors and assigns, including Developer (with respect to Units owned by Developer). As used in this subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

XV. LIMITATION OF LIABILITY

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which such Unit Owner is assessed from time to time in accordance with this Declaration and the By-Laws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. The Owner of a Unit may be personally liable for acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of such Unit Owner's pro rata share of that liability in the same percentage as such Unit Owner's interest in the Common Elements, and then in no event shall such liability exceed the value of the Unit Owner's Unit.

XVI. LIENS

A. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to Unit Owner's Unit, such furnishing of labor or materials may not be the basis for the filing of a mechanic's lien against the Unit Owner's Unit. No labor performed or materials furnished to the Common Elements shall be the basis for the filing of a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Units in the proportions for which the Units are liable for Common Expenses.

B. In the event a lien against two or more Units becomes effective, each Unit Owner thereof may relieve his Unit of the lien by paying the proportionate amount attributable to Unit Owner's Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Unit.

XVII. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services; Drainage -- Easements are reserved under, through, across and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services and cable television services using these easements. The Association or its designee shall have a right of access to each Unit to maintain, repair or replace the telephone wiring, telephone lines, pipes, wires, ducts, vents, cables, conduits and other utility or other service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency.

B. Traffic -- An easement shall exist for pedestrian traffic over, through and across all sidewalks, driveways, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and Limited Common Elements as may, from time to time, be paved and intended for such purpose; and such easements shall be for the use and benefit of Unit Owners, lessees, Institutional Mortgagees, and those claiming by, through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments -- If a Unit shall encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original

construction or by reason of the non-negligent or non-purposeful act of the Unit Owner or the Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support -- The Developer and the Association hereby grant to each other and to their respective heirs, successors, and assigns, and to all third party beneficiaries, including Unit Owners, lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements -- The Association has the right to grant to owners and users of property which is contiguous to the Condominium Property, easements upon, under, over and across the Common Elements of the Condominium for purposes of use, ingress, egress and access; provided, however, that the recipients of such easements shall pay, or cause to be paid, a pro rata portion of the expenses associated with ownership, operation and use of the Common Elements. In addition, the Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

F. For the purpose of completing and/or repairing the construction, servicing, maintenance and repair of any and all of the Condominium Property, including the Units, Common Elements, and Limited Common Elements, and including any and all improvements constituting any part of any thereof, the Developer hereby reserves an easement in perpetuity of ingress and egress and for the storage of parts, materials and equipment and use and for a staging area, for itself and its successors and assigns, and each of their respective agents, employees, material men and subcontractors, over, under, upon, and through the Condominium Property. Neither the Association nor any Unit Owner or Unit Owners shall interfere with the Developer's rights herein reserved and by acceptance of a deed of conveyance to the Unit, each Unit Owner shall be bound to the provisions hereof and shall cooperate with the Developer to enable it to perform in accordance herewith. This paragraph may not be modified, amended, or revoked without the prior written consent of the Developer.

G. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of this Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with the proper and intended use and purpose of any such easement. The Unit Owners do hereby designate the Association as their lawful attorney-in-fact, coupled with an interest, to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

XVIII. OBLIGATIONS OF UNIT OWNERS

In addition to the other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

- A. Promptly pay all Assessments, regular and special, levied by the Association.
- B. Maintain in good condition and repair Unit Owner's Unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to Unit Owner's Unit.
- C. Not permit or suffer anything to be done or kept in Unit Owner's Unit which will increase the insurance rates on Unit Owner's Unit, or the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance or any immoral or illegal act in Unit Owner's Unit or on the Common Elements.

D. Conform to and abide by the By-Laws and such rules and regulations which may be adopted in writing, from time to time, by the Board of Directors of the Association and see that all persons using Unit Owner's Unit by, through or under the Unit Owner do likewise.

E. Make no alteration, decoration, repair, replacement or change to the Common Elements or to any outside or exterior portion of the Condominium, except as set forth herein.

F. Exhibit no sign, advertisement or notice of any type on the Common Elements or on Unit Owner's Unit except as may be approved by the Association. The prohibitions contained in this subparagraph shall not be applicable to the Developer and/or to agents of the Developer.

G. Make no repairs to any plumbing or electrical wiring, except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the Owner of the Unit and shall be paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

H. Return the "Unit" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against Unit Owner's Unit. For the purposes of ad valorem taxation, the interest of the Unit Owner in Unit Owner's Unit and in the Common Elements appurtenant thereto shall be considered as a Unit.

XIX. INSURANCE

A. Liability Insurance -- The Board of Directors of the Association shall utilize due diligence to obtain public liability insurance, directors' and officers' liability insurance and property damage insurance covering all real property owned by the Association and all of the Common Elements of the Condominium (not including floor coverings, wall coverings or ceiling coverings), and insuring the Association, all Unit Owners and all Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall, to the extent such coverage is available, be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

B. Casualty Insurance - Purchase of Insurance -- The Association shall obtain "all risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium (except for floor coverings, wall coverings and/or ceiling coverings), including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and Institutional Mortgagees, as their interests may appear, with 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. The premiums for such coverage and other expenses in connection with said insurance placement 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. Insurance shall be obtained from companies whose ratings meet the financial and policy holder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium, which Institutional Mortgagee shall also have the right to approve the amounts of insurance coverage and the forms utilized by the insurance company furnishing the insurance.

C. 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. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any banking institution having trust powers and doing business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall not be liable for the payment of premiums, nor for

DeclarationHV final rev1.doc

the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to 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 (sometimes hereinafter collectively referred to as the "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. Common Elements -- Proceeds on account of damage to Common Elements shall be an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to Unit Owner's Unit.

2. Units -- Proceeds on account of Units shall be in the following undivided shares:

a. Partial destruction, when Units are to be repaired and restored for the Owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner.

b. Total destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereafter in this Article for the Owners of all Units, each Unit Owner's share being in proportion to Unit Owner's share in the Common Elements appurtenant to Unit Owner's Unit.

3. Mortgagees -- In the event an Institutional Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the particular Institutional Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium, shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

D. 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:

1. 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 any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

2. Failure to Reconstruct or Repair -- If the damage for which the proceeds were paid shall not be repaired and restored, 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 any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. In the event of the 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.

3. Certificate -- In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President (or Vice-President) and Secretary of the Association, as to the names of the Unit Owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the

DeclarationHV final rev1.doc

damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a 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 affected Unit Owner(s), remittance by the Insurance Trustee 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 any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

F. Loss Less Than "Very Substantial" -- Where a loss or damage occurs to more than one Unit and/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":

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

2. If the damage or loss is limited to the Common Elements, with minimum or no damage or loss to any individual Unit, 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.

3. If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as to 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; provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium. Should written approval be required, as aforesaid, it shall be said Institutional 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 Mortgagee, if said Institutional 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 mechanic's liens to the Insurance Trustee and execute any affidavit required by law or by the Association or by the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforesaid, shall have the right to require the general contractor performing the reconstruction to obtain a 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.

4. Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the Condominium Property.

5. 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 Board of Directors shall promptly, upon determination of the deficiency, levy a special Assessment against all Units in proportion to each Unit's share in the Common Elements (regardless of whether all of the Common Elements are affected), for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and charge the individual Unit(s) for that portion of the deficiency as is attributable to a particular Unit or to particular Units; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individually damaged Unit(s), then the Board of Directors shall levy the charge for the total deficiency as a special Assessment against all of the Units in proportion to each Unit's share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special Assessment funds and funds from individual Unit charges, if any, shall be delivered by the Association to the Insurance Trustee

and shall be added by the Insurance Trustee to the proceeds available for the repair and restoration of the Condominium Property.

6. 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 Assessments 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 mortgage; provided however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time.

G. "Very Substantial" Damage -- As used in this Declaration, or in any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby 75% or more of the total unit space in the Condominium is rendered untenable, in the sole discretion of the Board of Directors, or loss or damage whereby 75% or more of the total amount of insurance coverage placed becomes payable. Should such "very substantial" damage occur, then:

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and the net amount of insurance proceeds available for restoration and repair.

2. Thereupon, a special meeting of the members of the Association shall be called by the Board of Directors of the Association, to be held not later than 60 days after the casualty, to determine the wishes of the members of the Association with reference to abandonment of the Condominium project, subject to the following:

a. If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional 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 members holding not less than 66-2/3% of the total votes of the Association shall vote to abandon the Condominium project, in which event the Condominium Property shall be removed from the provisions of the Act, in accordance with Section 718.117 of the Act.

b. 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 Mortgagees, are not sufficient to cover the cost thereof, so that a special Assessment will be required, then if members holding in excess of 33-1/3% of the total votes of the Association vote against such special Assessment, the Condominium shall be abandoned and the Condominium Property shall be removed from the provisions of the Act in accordance with Section 718.117 of the Act. In the event members holding not less than 66-2/3% of the total votes of the Association vote in favor of a special Assessment, the Association shall immediately levy such special Assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the Condominium Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the Condominium Property, as provided in Paragraph D of this Article. To the extent that any insurance proceeds are paid over to any mortgagee, and in the event it is determined not to abandon the Condominium Project and to vote a special Assessment, then the affected Unit Owner shall be obligated to replenish the funds so paid over to the Unit Owner's mortgagee.

c. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that a determination made by the Board of Directors of the Association shall be binding upon all Unit Owners.

H. Surplus -- It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance remaining in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors of the Association, unless the Institutional Mortgagee having the highest dollar indebtedness

secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

I. 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 Mortgagees shall also be required. The Insurance Trustee shall not be obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restoration or rebuilding.

J. 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.

K. Worker's Compensation -- To the extent available, a workmen's compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage. In addition, the Association shall obtain such other insurance coverages as the Association shall reasonably determine is necessary for the Unit Owners and the Condominium.

L. Insurance on the Unit -- Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property and such insurance, where applicable, shall contain waiver of subrogation, if available.

M. Waiver -- If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agrees to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, to the extent that the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

XX. EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association for the use and benefit of Unit Owners and their mortgagees as their interests may appear, in accordance with the percentage of ownership of the Common Elements herein provided. Each Unit Owner, by acceptance of a deed of conveyance, acknowledges that the Association may act, as attorney-in-fact, for each Unit Owner in any such eminent domain or condemnation proceeding and in negotiations, settlements and agreements with the appropriate governmental condemning authority. The Association shall give prompt written notice to each Unit Owner and to each holder of a mortgage of record of any such eminent domain or condemnation proceeding, and shall take no action in any such proceedings that will disturb any mortgagee's lien priority.

XXI. RULES AND REGULATIONS

A. As to the Common Elements -- The Board of Directors may, by a 66-2/3% vote, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, post at a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Units -- The Board of Directors may, by a 66-2/3% vote, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Unit(s) provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted at a conspicuous place on the Condominium Property.

C. Rules and Regulations -- All rules and regulations adopted by the Board of Directors shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants and lessees. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a 66-2/3% vote or consent of the Board of Directors; however, no vote of the membership shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Declaration of Condominium or of the By-Laws, unless such change, amendment or adoption of a rule and regulation would conflict, in any manner, with any provision of this Declaration and/or the By-Laws. The rules and regulations in effect as of the date of this Declaration are attached hereto as Exhibit "F".

XXII. MAINTENANCE CONTRACTS

If there shall become available to the Association a contract service for pest control and/or for appliance maintenance and/or for air-conditioning compressor maintenance and/or for any other services which may be the subject of a maintenance contract, which the Association determines is for the benefit of the Unit Owners to consider, then, upon resolution of the members of the Association, by a majority of the votes of those members voting at a special meeting of the members of the Association at which a quorum is present or by a majority of the total votes of the members of the Association, in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings of the Association shall be a Common Expense. If, on the other hand, the members of the Association determine that the program may be undertaken by the Association for the benefit of only those Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the members of the Association being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association; but the Association may arrange for the collection of the contract costs from the individual Unit Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing to be included, such written undertakings as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

XXIII. MANAGEMENT AGREEMENTS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall, at all times, retain the powers and duties to be exercised by or under the authority of the Board of Directors.

B. The Association and each Unit Owner, and their respective heirs, successors and assigns, shall be bound by any such management agreement to the same extent as if he or she or it had executed any such management agreement and shall be deemed to have:

1. Consented to the execution of any such management agreement by the Association; and

2. Covenanted and promised to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners and the Association as provided in any such management agreement; and

3. Ratified, confirmed and approved each and every provision of any such management agreement and acknowledged that all of the terms and provisions contained therein are fair and reasonable; and

4. Agreed that the persons acting as Directors and Officers of the Association entering into any such management agreement have not breached any of their duties or obligations to the Association.

XXIV. TERMINATION OF CONDOMINIUM

The Condominium may be terminated in the following manner:

A. Destruction -- If it is determined in the manner provided in Article XX that the Condominium Property shall not be constructed, the Condominium will be terminated.

B. Agreement -- As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages encumbering Units.

If the proposed termination is submitted to a special meeting of the members of the Association and if the approval of the members holding not less than 75% of the total votes of the Association and their mortgagees is obtained, in writing, then not later than sixty (60) days from the date of such special meeting, the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of 120 days from the date of such special meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be exercised upon the following terms:

1. Exercise of Option -- The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the President or Vice President of the Association, to each of the Unit Owners. The agreement shall be conditioned upon the purchase of all Units owned by Unit Owners not approving the termination.

2. Price -- The sales price for each Unit shall be the fair market value as determined between the Seller and the Association. In the absence of agreement on the sales price of any Unit, the sales price shall be determined by an appraiser appointed by the Chairman of the Broward County Board of Realtors (or its equivalent). A judgment of specific performance of the sale, at the sales price determined by the appraiser, may be entered in any court of competent jurisdiction.

3. Payment -- The purchase price shall be paid in cash.

4. Form -- The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Broward County, Florida.

5. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Unit to be purchased.

C. Certificate -- The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President (or Vice-President) and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Broward County, Florida.

D. Shares of Owners After Termination -- After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association applicable to this Condominium as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal 100%.

E. Approval and Notification of Termination. The Board of Directors shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums (the "Division") prior to taking any action to terminate the Condominium or Association. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certificate by the Clerk.

F. Amendment -- This Article concerning termination cannot be amended without the approval of more than four-fifths of the total voting interests of the Condominium.

XXV. ASSIGNABILITY OF RIGHTS OF DEVELOPER

The rights and privileges reserved in this Declaration of Condominium and in the Exhibits attached hereto in favor of the Developer are freely assignable, in whole or in part and without the necessity for any consideration being paid to the Association or to any of the other Unit Owners in this Condominium, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or may be exercised by the successor or successors-in-interest of the Developer and/or by the successor or successors-in-interest of the nominees, assignees or designees of the Developer and/or by grantees from the Developer (including mortgagees accepting deeds from the Developer in lieu of foreclosure) and/or by successors in title to the Developer through mortgage foreclosure.

XXVI. EXECUTION OF DOCUMENTS REQUIRED BY THE CITY OF CORAL SPRINGS AND/OR BY THE COUNTY OF BROWARD AND/OR BY THE STATE OF FLORIDA

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by the City of Coral Springs and/or by the County of Broward and/or by the State of Florida including, but not limited to, easements and restrictive covenants affecting the Condominium Property. To the extent that said documents require the joinder of any or all of the Unit Owners in this Condominium, each of said Unit Owners does hereby irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as such Unit Owner's agent and in his place and stead. The Association and each Unit Owner in this Condominium, by acceptance of the deed of conveyance transferring title to his Unit, shall be deemed to have assumed each and every one of the obligations of the Developer affecting the maintenance of the Condominium Property, if any, arising by virtue of the execution of documents required by the City of Coral Springs and/or by the County of Broward and/or by the State of Florida.

XXVII. DEVELOPER'S RIGHT TO AMEND DECLARATION OF CONDOMINIUM

Developer shall have the right to amend the Declaration of Condominium, with the approval of a majority of the total votes of the Association to:

A. Make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

B. Change the layout or number of rooms in any Developer-owned Units.

C. Change the size and/or number of Developer-owned Units by combining separate Developer-owned Units into one or more Units, or otherwise.

D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements, their appurtenant shares of ownership of the Common Surplus and their appurtenant shares of the Common Expenses; provided, however, that the percentage interest in the Common Elements allocated to each Unit (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units, and all record owners of mortgages or other liens thereon, shall consent thereto and provided further, that

the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

XXVIII. PETS

A Unit Owner may keep, in his or her Unit, no more than two(2) of any of the following non-exotic domesticated pets, including service animals, provided, however, no pet may be kept, bred or maintained for any commercial use: dogs up to twenty (20) pounds in weight, cats or small birds or fish or other domesticated pets determined by the Association to be household pets. No horses, cows, pigs, swine, goats, chickens, pigeons or any similar such animal, fowl or reptile shall be kept or maintained on or about the Condominium Property. A person occupying a Unit (other than the Unit Owner) may keep the above-referenced pets only if the written consent of the Unit Owner allowing pets to be kept in his Unit is obtained. Pets shall not be permitted upon the Common Elements except as set forth herein or pursuant to Rules and Regulations promulgated by the Board. No animal or pet shall be allowed to be a nuisance or a danger to others. If applicable to the design of the Condominium, unless in vehicles, pets shall exit and enter the Building only through the garage pedestrian doors. Pets may be walked only in area(s) designated by the Board, if any, for walking pets. Pets are not allowed on the balconies, patios or terraces of a Unit unless the Unit Owner is present. Neither the Association, the Board nor the Developer shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing provision and Unit Owners as well as every occupant of the Unit agrees to indemnify, defend and hold harmless Developer, the Association and all other Unit Owners, members of their family, their guests and tenants against any loss or liability of any kind or character whatsoever, arising from or growing out of having any animal in the Condominium. Any landscaping or other damage caused by a pet of a Unit Owner, tenant or guest must be promptly repaired by the Unit Owner, tenant or gGuest, failing which the Association retains the right to effect the repair and charge the Unit Owner. Without limiting the generality of the foregoing, violations of this Article XXVIII shall entitled the Association to all of its rights and remedies, including, without limitation, the right to impose a Fine and/or require permanent removal of an animal or pet under certain circumstances. Notwithstanding the foregoing, however, in the event that a first-time Unit Owner purchasing from the Developer has more than two pets at the time of execution of the Purchase Agreement for the Unit, including a dog or dogs in excess of twenty (20) pounds, the consent of the Association shall not be required and the Unit Owner may keep said excess pet or pets and/or overweight dogs within the confines of the Unit subject, however, to the prior written approval of the Developer and to all other rules and/or regulations in effect at the time pertaining to pets, until the death of that pet. Thereafter, if the Unit Owner desires to adopt a new pet, said Unit Owner shall be required to comply with all rules and regulations then in effect with regard to pets including without limitation the number of pets which may be maintained within a Unit.

XXIX. CONDOMINIUM WORKING CAPITAL FUND

At the time the Developer closes upon the sale of a Unit to a purchaser (purchaser thereby becoming a Unit Owner in the Condominium), the purchaser shall deposit with the Association an amount equal to two (2) monthly installments of the Common Expenses assessed to the purchaser's Unit. This sum shall be deposited into a working capital account ("Condominium Working Capital Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits and advance premiums for insurance policies and coverages pursuant to this Declaration and the Exhibits attached hereto. The Condominium Working Capital Fund shall not be commingled for the purposes of investment by the Association with any of its other funds; however, separate ledgers must be maintained for each account. In no event shall the Developer receive reimbursement, from the Condominium Working Capital Fund, for those expenses which it is obligated to pay pursuant to the provisions of Article XV hereinabove and Section 718.116(9)(a) of the Act.

XXX. CONVEYANCES, SALES AND TRANSFERS

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous, harmonious development of the Condominium community, the sale and transfer of Units shall be subject to the following provisions:

A. Prior to the sale, conveyance or transfer of any Unit to any other person, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days from the date of receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, transfer or conveyance, in writing, and shall notify the Unit Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale, transfer or conveyance within said fifteen (15) days, the failure to act as aforesaid shall be considered an approval of the sale.

An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale or transfer of a Unit to certain persons, shall be conclusive evidence of such fact.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a sale or transfer of a Unit have been complied with, so that the sale or transfer of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold or transferred.

B. The Association shall have the right to refuse to give written approval to any sale or transfer until all Assessments owed with respect to the particular Unit are paid, in full.

C. If the proposed purchaser is a corporation or a partnership, the approval may be conditioned upon the approval by the Association of all occupants of the Unit.

D. In the case of the death of the Owner of a Unit, the surviving spouse, if any, and if no surviving spouse, the other members of such Unit Owner's family residing with the Unit Owner at the time of the Unit Owner's death, may continue to use the Unit and if such surviving spouse or other member or members of the deceased Unit Owner's family shall have succeeded to the ownership of the Unit, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of decedent's Unit to some designated person or persons other than the surviving spouse or members of the decedent's family, as aforescribed, or if some other person is designated by such descendant's legal representative to receive the ownership of the Unit, or if under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than the Unit Owner's surviving spouse or members or the decedent's family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of receipt of proper evidence of designation served upon the President 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 Owners of the Unit. If the Board of Directors of the Association shall consent, ownership of a Unit may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Unit, subject to the provisions of this Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the Unit Owners shall be given an opportunity, during the 30 days next after such last abovementioned 30 days, to purchase or to furnish a purchaser, for cash, for the said Unit, the purchase price to be determined by an appraiser appointed by a senior judge of the Circuit Court in and for Broward County, Florida, upon 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 Unit Owner out of the amount realized from the sale of said Unit. In the event no Unit Owner exercises the privilege of purchasing or furnishing a purchaser of said Unit within such period, and upon such terms, the person or persons so designated may take title to the Unit or such person or persons or the legal representative of the deceased Unit Owner may sell the said Unit, but such sale shall be subject in all other respects to the provisions of this Declaration and the By-Laws of the Association.

E. Any sale not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

F. There shall be deposited and delivered to the Association a reasonable screening fee not to exceed \$50.00, simultaneously with the giving of notice of the intention to sell for the purpose of defraying the Association's expenses. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required and that no charge shall be made in connection with an extension or renewal of a lease or sublease.

G. The foregoing provisions of this Article XXX shall not be applicable to transfers of Units by a Unit Owner to any member of the Unit Owner's immediate family (*i.e.*, spouse, children or parents) or, if a Unit is owned by a form of co-tenancy, to transfers of Units from one co-tenant to the other co-tenant. The foregoing provisions of this Article XXX shall also not be applicable to transfers of Units from a trustee to its beneficiary or from a beneficiary to his trustee.

H. No judicial sale of a Unit or any interest therein shall be valid unless:

1. The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or

2. The sale is the result of a public sale with open bidding.

I. The Board of Directors of the Association shall have the right to withhold consent and approval of any prospective sale, transfer, conveyance, bequest, devise or otherwise in the event the prospective Unit Owner, by being such a Unit Owner, would automatically violate or breach a term, condition, restriction, rule, regulation or covenant under this Declaration or the Exhibits attached thereto.

J. The Association and its agents or employees shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article XXX, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for approval or disapproval.

K. The foregoing provisions of this Article XXX shall not be applicable to transfers or purchases by an Institutional Mortgagee (and/or its assignee or nominee) that acquires its title as a result of owning a mortgage encumbering the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by an Institutional Mortgagee (and/or its assignee or nominee) that so acquires its title. The provisions of this Article XXX shall not apply to the Developer or to the assignee or nominee of the Developer and any such person or corporation shall have the right to freely sell, transfer or otherwise deal with the title and possession of a Unit without being obligated to comply with the provisions of this Article XXX, and without being obligated to obtain the approval of the Association and without the necessity for payment of any screening fee.

L. Any amendment restricting Unit Owners' rights relating to the rental of Units applies only to Unit Owners who consent to the amendment and Unit Owners who purchase their Units after the effective date of that amendment.

XXXI. REMEDIES

A. Relief -- Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to institute an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees -- In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the prevailing party shall be entitled to recover the

costs of the proceedings, including reasonable attorneys' fees. Further, in the event that proceedings are instituted by or against the Developer or against any affiliated entity of the Developer or against any individual connected with the Developer (including, but not limited to, the parent company of the Developer and/or any subsidiary of the Developer and/or any subsidiary of either of the general partners of the Developer and/or the initial directors of the Association) for any reason whatsoever, including but not limited to: (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Prospectus for this Condominium, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable or violates any State or Federal Law or regulation, then the prevailing party shall be entitled to recover all costs of the proceeding. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceeding, including appeals, together with all costs including those not normally allowed in actions at law such as, but not limited to, copies of depositions and other documentation and exhibits, whether or not used at trial; travel expenses for consultants and/or witnesses for the purpose of testifying at trial or deposition; consultants fees; expert witness fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge in connection with his preparation for giving such testimony at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver -- The failure of the Association, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or any rules and regulations adopted with respect to any portion of the Condominium Property, shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative -- All rights, remedies and privileges granted to the Association, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

E. Venue -- Every Unit Owner and all persons claiming any interest in a Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Seventeenth Circuit Court of the Judicial Circuit, in and for Broward County, Florida, or in the United States District Court, Southern District of Florida, as the same is now constituted or in any court in the future that may be the successor to the courts contemplated herein.

XXXII. ADDITIONAL PROVISIONS

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Except as may be provided in Article XXVII herein, unless all Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the pro rata interest or obligations of any Unit for purposes of levying Assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; or (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and to the Common Elements of the Condominium.

D. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses and Common Surplus and voting rights in the Association.

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

F. An affirmative vote of at least four-fifths (4/5ths) of the total votes Association shall be required before the Association may bring any cause of action against Developer for any reason whatsoever. This provision may not be amended, modified or revoked without the prior written consent of the Developer.

G. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

H. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association. In addition, upon written request, Institutional Mortgagees shall be entitled to receive written notification from the Association of:

1. Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or any Unit encumbered by an Institutional Mortgage;
2. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit encumbered by an Institutional Mortgage, which remains uncured for a period of 60 days;
3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

I. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Elements and Institutional Mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements and Institutional Mortgagee(s) making such payment shall be entitled to receive immediate reimbursement therefor from the Association, and to the extent of the monies so advanced, said Institutional Mortgagee(s) shall be subrogated to the Assessment and lien rights of the Association against the individual Units for the payment of such item of Common Expense.

J. No provision of this Declaration shall be deemed to give any Unit Owner, or any other party, priority over any rights of any Institutional Mortgagee under its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of any portion of the Common Elements or common property.

K. All taxes, Assessments and charges which may become liens prior to the liens of Institutional Mortgagees under local law shall relate only to the individual Units and not to the Condominium Property as a whole.

L. Upon written request from the Department of Housing and Urban Development or from the Federal National Mortgage Administration or from the Federal Home Loan Mortgage Corporation or from the Veterans Administration, the Association shall prepare and furnish within a reasonable period of time, an audited financial statement of the Association for the immediately preceding fiscal year of the Association.

M. Neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. As long as the Developer owns at least one (1) Unit in the Condominium, the Developer (or its duly authorized agents or assigns) may make such use of the unsold Unit(s) and the Common Elements (including any portions of the Common Elements designated as offices on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B") as may facilitate the Developer's administrative

activities (which administrative activities may include, but shall not be limited to, administration of the Association, bookkeeping, post closing repair work and Developer sales, leasing and closing functions) and sales (with respect to units within this Condominium and/or with respect to the sale and/or lease of units in other developments owned by the Developer and/or by entities affiliated with the Developer) including, but not limited to, the maintenance of administrative offices and the maintenance of sales and/or leasing offices, for the showing of the Unit(s) and for the display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as model units. Any administrative offices and/or sales and leasing offices and/or model units and all personal property, furnishings and signs contained therein and/or appurtenant thereto shall not be considered Common Elements, but shall remain the separate property of the Developer.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 16th day of September, 2005.

Signed, Sealed and Delivered
in the Presence of:

Francella Perez

Print Name:

Judy Saavedra

Print Name:

GPB VENTURES, LLC, a Florida limited
liability company

By: [Signature]
RAFAEL N. GOMEZ, Managing Member

Address: 5040 N.W. 7th Street, Suite 710
Miami, Florida 33126

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16th day of September, 2005, by RAFAEL N. GOMEZ, as Managing Member of and for and on behalf of GPB VENTURES, LLC, a Florida limited liability company, who is personally known to me and who did not take an oath.

My Commission Expires:

[Signature]
Notary Public, State of Florida
Print Name: ANA MORONTA



Ana Moronta
My Commission DD238680
Expires November 11, 2007

For Clerk of Court Use

Prepared By and Return to:
Jennifer Levin, Esq.
Jennifer Levin, P.A.
800 Brickell Avenue, Suite 101
Miami, Florida

CONSENT OF MORTGAGEE

SUNTRUST BANK (the "Mortgagee") is the owner and holder of that certain Mortgage filed for record in Official Records Book 37359, at Page 1573, of the Public Records of Broward County, Florida (the "Mortgage"), which Mortgage encumbers the real property described in Exhibit "A" attached to the Declaration of Condominium of HAMPSHIRE VILLAS CONDOMINIUM recorded _____ in Official Records Book _____, at Page _____, of the Public Records of Broward County, Florida.

The Mortgagee hereby consents to the filing of the Declaration of Condominium for HAMPSHIRE VILLAS CONDOMINIUM and the Mortgagee agrees that the lien of the Mortgage, to the extent of its encumbrance upon the real property described in Exhibit "A" attached to the Declaration of Condominium of HAMPSHIRE VILLAS CONDOMINIUM, shall be upon the condominium units of HAMPSHIRE VILLAS CONDOMINIUM, and in and to the undivided shares in the common elements appurtenant thereto.

Nothing herein contained shall be deemed to or in any way limit or affect the Mortgage held by the Mortgagee or the priority of the lien created thereby and the sole purpose of this Consent of Mortgagee is to acknowledge the consent of the Mortgagee to the filing of the Declaration of Condominium of HAMPSHIRE VILLAS CONDOMINIUM, as hereinabove provided. In addition, the Mortgagee, by its execution of the within Consent of Mortgagee, shall not be deemed to have assumed any liability or responsibility with respect to the contents of the Declaration of Condominium or with respect to HAMPSHIRE VILLAS CONDOMINIUM.

EXECUTED this _____ day of _____, 2005.

WITNESSES:

MORTGAGEE:

SUNTRUST BANK

Print Name: _____

Print Name: _____

By: _____
Print Name & Title: _____
Address: 777 Brickell Avenue, Miami, Florida 33131

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The execution of the foregoing Consent of Mortgagee was acknowledged before me this day of _____, 2005, by _____, as _____ of SUNTRUST BANK, who is personally known to me or who produced a Florida Driver's License as identification on behalf of said institution.

My Commission Expires:

Notary Public, State of Florida
Print Name: _____

EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM FOR
HAMPSHIRE VILLAS CONDOMINIUM

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 27 and 28, in Block P, CORAL SPRINGS VILLAGE GREEN, according to the Plat thereof, as recorded in Plat Book 60, at Page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM FOR
HAMPSHIRE VILLAS CONDOMINIUM
PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION

{File: 00193285 .}

Hampshire Villas, a Condominium

Cover Sheet and Location Map



SITE
9203 NW 38 ROAD
CORAL SPRINGS, FL.

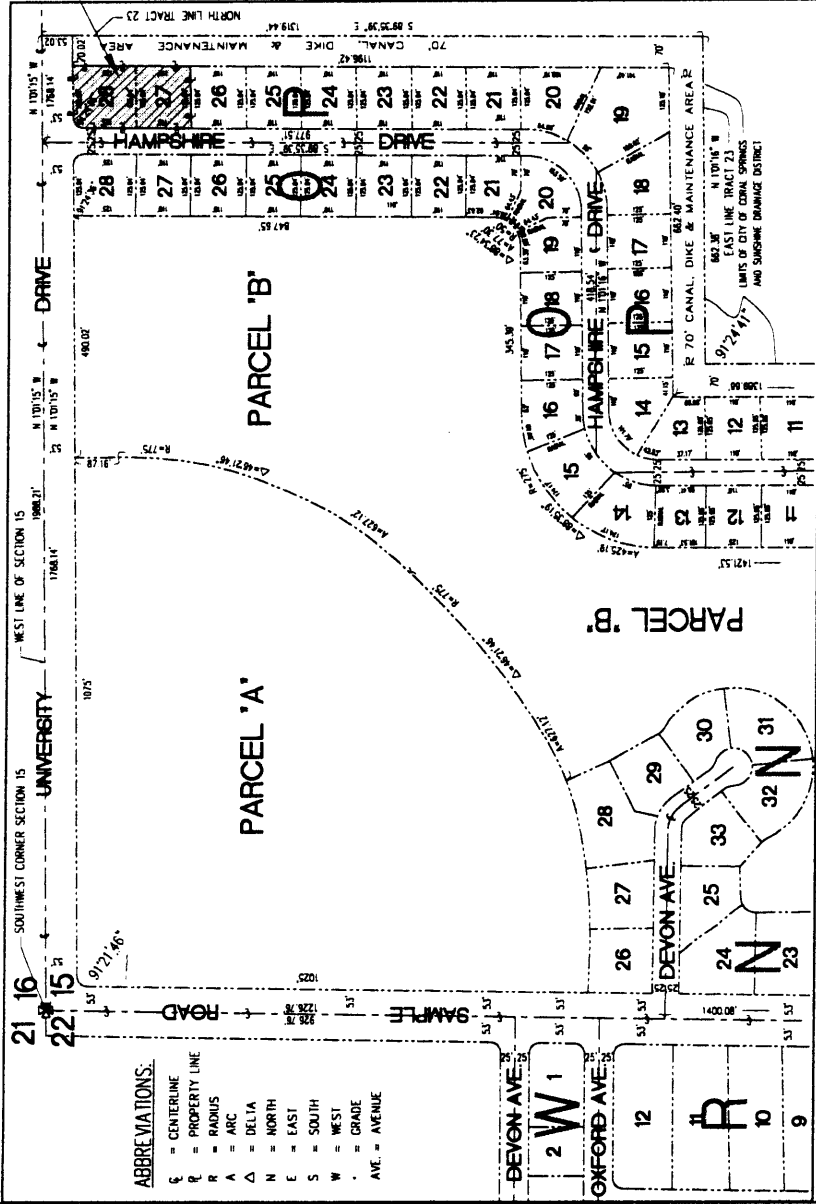
LEGEND

- SITE
- BOUNDARY LINE
- PROPERTY LINE

- 1- Cover Sheet and Location Map
- 2- Legal Description Surveyor's Notes and Certificate
- 3- Survey-Site Plan, Graphic Description
- 4- First Floor Plan
- 5- Second Floor Plan
- 6- Roof Plan
- 7- Elevation Plan
- 8- Typical Unit A
- 9- Typical Unit B
- 10- Typical Unit C
- 11- Unit Table

SECTION: 15
TOWNSHIP: 48 SOUTH
RANGE: 41 EAST

EXHIBIT "B"



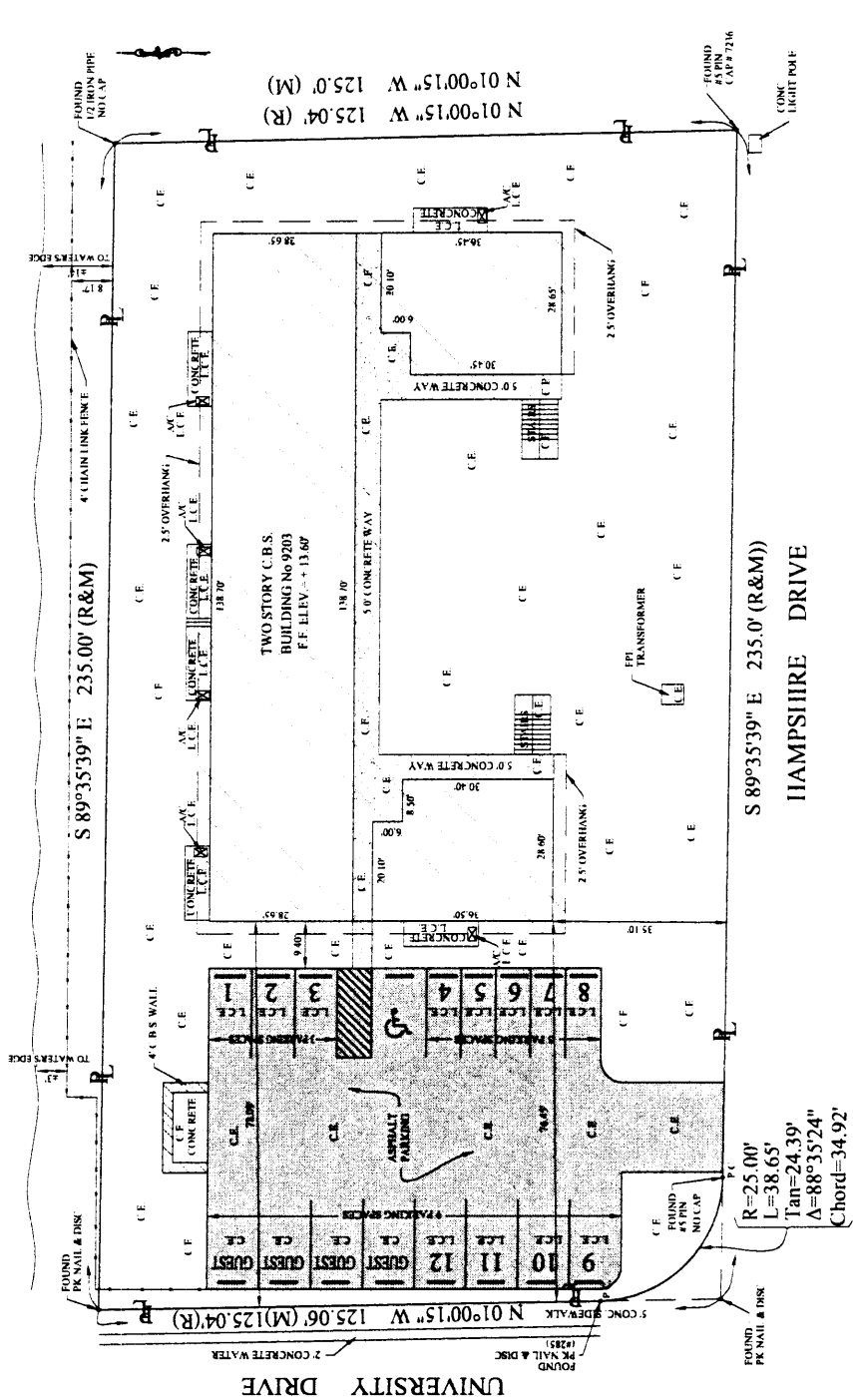
LOCATION MAP
SCALE: 1"=100'

NOTE - ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET

DATE	REVISIONS	BY
5/4/05	PARKING AND UNIT AREAS REVISION	BAH
5/29/05	REVISION AS PER ATTORNEY	BAH
8/09/05	REVISION AS PER CLIENT	BAH

Hampshire Villas, a Condominium

Survey-Site Plan



ABBREVIATIONS:

- O/E = OVERHEAD ELECTRIC
- FND. = FOUND
- P.B. = PLAT BOOK
- P.C. = PAGE
- N/W = RIGHT-OF-WAY
- UTIL. = UTILITY
- WD. = WOOD
- P.O.B. = POINT OF BEGINNING
- ELECT. = ELECTRICAL
- M.H. = MANHOLE
- C.B. = CATCH BASIN
- CL. = CENTERLINE
- CL. = CHAIN LINK
- W.V. = WATER VALVE
- W.M. = WATER METER
- SEC. = SECTION
- CONC. = CONCRETE
- C.B.S. = CONCRETE BLOCK STRUCTURE
- SP. = SPACE
- TR. = TRACT
- COVERD. = COVERED
- LB. = LICENSED BUSINESS
- FIN. = FINISHED
- FUR. = FLOOR
- ELEV. = ELEVATION
- FP & L. = FLORIDA POWER & LIGHT CO.
- ENCR. = ENCROACHMENT
- P. = PROPERTY LINE
- P.C. = POINT OF CURVATURE

ABBREVIATIONS

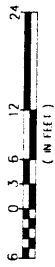
(C.E.) = DENOTES COMMON ELEMENT
(L.C.E.) = UNDIVIDED LIMITED COMMON ELEMENT

EXHIBIT "B"

NOTE - ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET

DATE	REVISIONS	BY
APRIL 25, 2005		
DRAWN	BY	
CHECKED	BY	
DATE	BY	
APRIL 25, 2005		
FILE NO.	PROJECT NAME	3
105404318	Hampshire Villas, a Condominium	
	9203 NW 38 ROAD, CORAL SPRINGS, FLORIDA	

(C) COPYRIGHT NOTICE: ALL DRAWINGS AND SPECIFICATIONS SHOWN AND SPECIFIED ON THIS PLAN IS THE PROPERTY OF J.H. MANUCY, INC. NOT TO BE REPRODUCED OR USED BY OTHER PARTIES WITHOUT WRITTEN PERMISSION OF J.H. MANUCY, INC.



Hampshire Villas, a Condominium

First Floor Plan

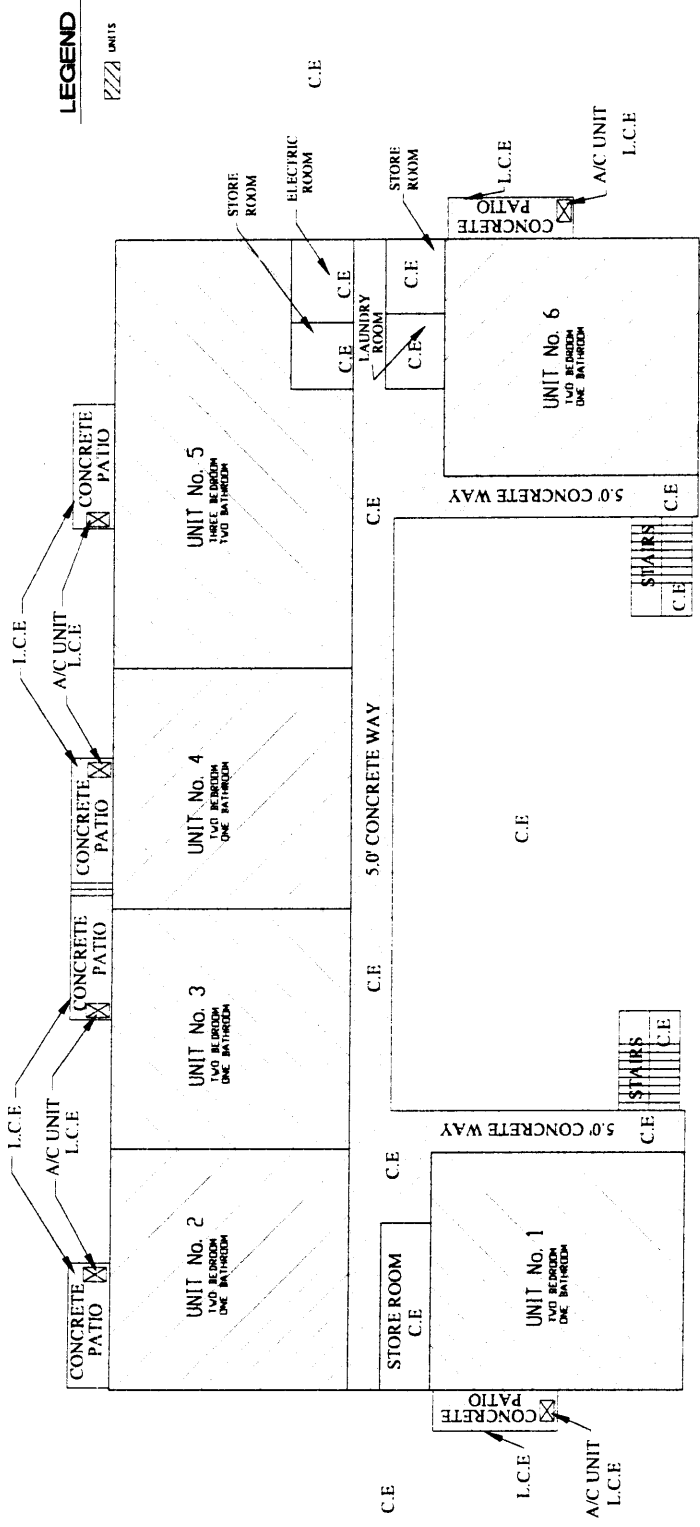


EXHIBIT "B"

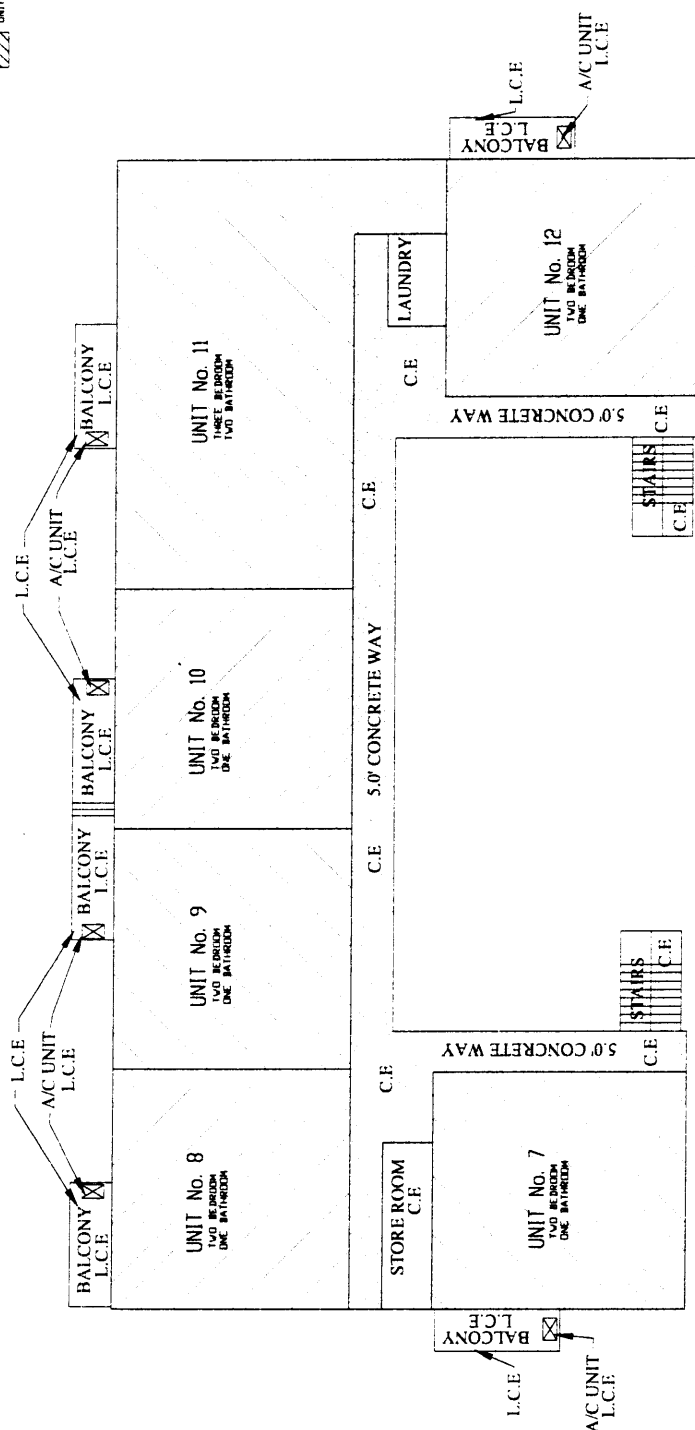
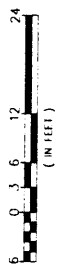
ABBREVIATIONS
(C.E.)= DENOTES COMMON ELEMENT
(L.C.E.)= DENOTES LIMITED COMMON ELEMENT

NOTE: -A/C UNITS ARE L.C.E.

DATE		BY	
REVISIONS			
J.H. MANUCY, INC. Land Surveyors, Engineers, Architects 1000 N.W. 10th Ave., Suite 1000 Fort Lauderdale, FL 33304 Tel: 305.555.1234			
PROJECT NAME		Hampshire Villas, a Condominium	
DATE: APRIL 25, 2005		DRAWN: L.B.	
CHECKED: B.H.A.		SCALE: AS SHOWN	
FIELD BOOK: A-577 P.10 TO P.10		SHEET NO: 10578	
4 of 11 SHEETS		4	

Hampshire Villas, a Condominium

Second Floor Plan

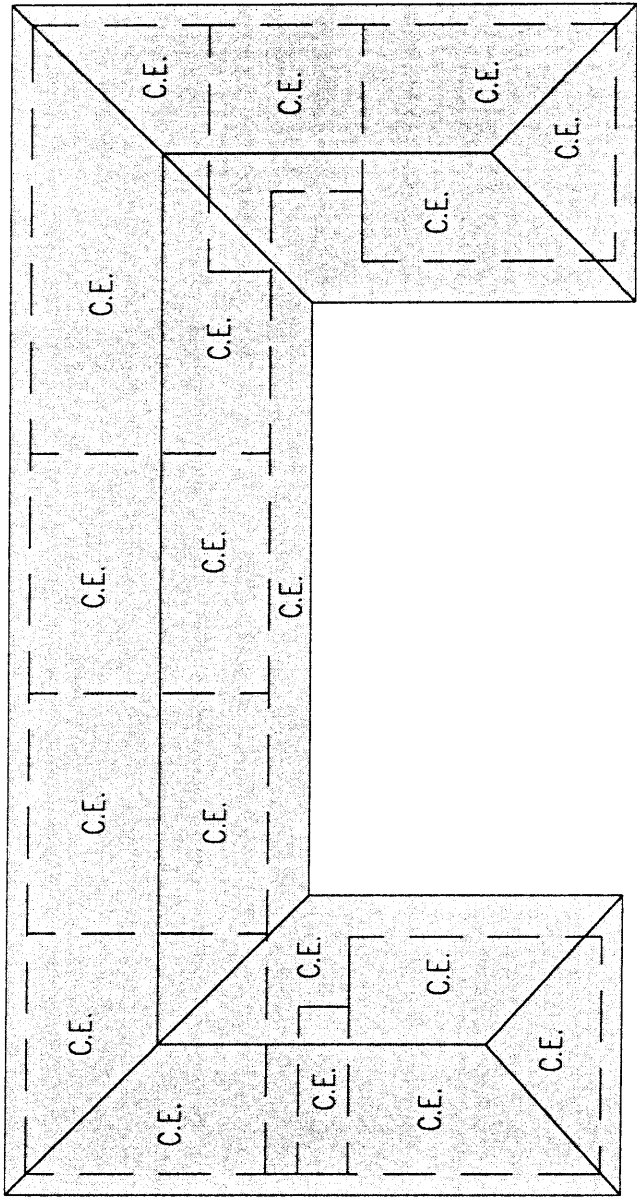
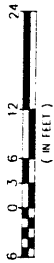


ABBREVIATIONS
(C.E.) = DENOTES COMMON ELEMENT
(I.C.E.) = DENOTES LIMITED COMMON ELEMENT

EXHIBIT "B"

DATE		REVISIONS		BY		 J.H. MANUCY, INC. Local Remodeling, Old Remodeling & New Construction 10000 W. 10th Avenue, Suite 100, Denver, CO 80231 Tel: 303.751.1000 Fax: 303.751.1000		  		  		  		  		  		  	
------	--	-----------	--	----	--	---	--	--	--	--	--	---	--	--	--	--	--	--	--

Hampshire Villas, a Condominium Roof Plan



ABBREVIATIONS
(C.E.)= DENOTES COMMON ELEMENT
(C.C.E.)= DENOTES LIMITED COMMON ELEMENT

EXHIBIT "B"

DATE: 04/25/2005		PROJECT NAME: Hampshire Villas, a Condominium	
DRAWN BY: J.H.		9203 NW 38 ROAD, CORAL SPRINGS, FLORIDA	
CHECKED BY: J.H.		FIELD MARK: A 377 PCS TO 70	
SCALE: AS SHOWN		ORDER NO: 100781	
FIELD MARK: A 377 PCS TO 70		6 of 11 sheets	
ORDER NO: 100781		6	

DATE: 04/25/2005
DRAWN BY: J.H.
CHECKED BY: J.H.
SCALE: AS SHOWN
FIELD MARK: A 377 PCS TO 70
ORDER NO: 100781

PROJECT NAME: Hampshire Villas, a Condominium
9203 NW 38 ROAD, CORAL SPRINGS, FLORIDA

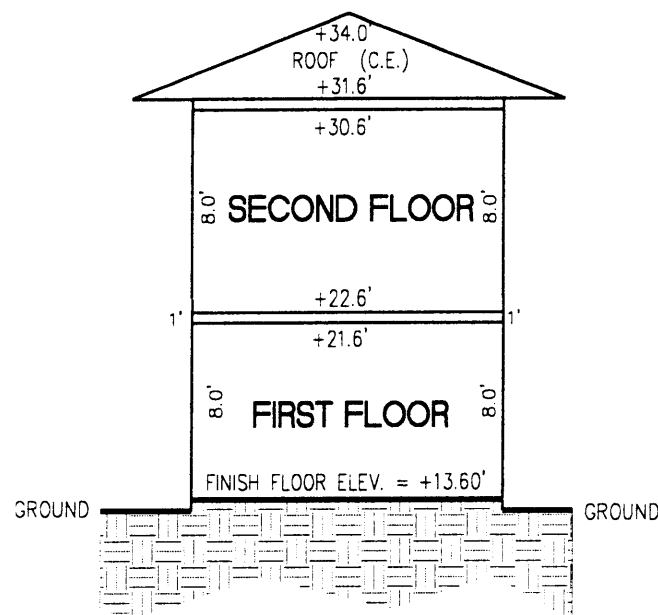
FIELD MARK: A 377 PCS TO 70

ORDER NO: 100781

6 of 11 sheets

6

Hampshire Villas, a Condominium
Elevation Plan



VERTICAL SECTION

N.T.S.

ABBREVIATIONS

(...C.E.)= DENOTES LIMITED COMMON ELEMENT
(C.E.)= DENOTES COMMON ELEMENT
(N.T.S.)= NOT TO SCALE

NOTE: -ALL DIMENSION ARE IN FEET AND DECIMALS OF FEET, UNLESS OTHERWISE DENOTED.
-ALL ROOF ARE COMMON ELEMENT (C.E.)

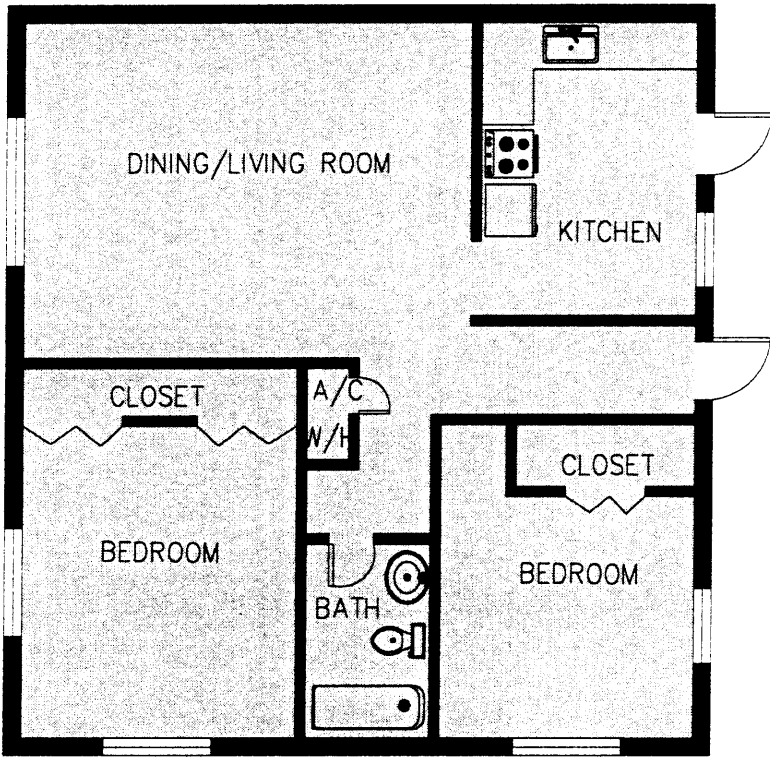
EXHIBIT "B"

 J.H. MANUCY, INC. Land Surveying, Civil Engineering & Environmental Engineers 2001 N.W. 36th Road, Suite 100 Coral Springs, Florida 33067 Tel: 954-351-7100 Fax: 954-351-7101	 ASIT AMERICAN SURVEYING INSTITUTE	Hampshire Villas, a Condominium		DATE: APRIL 25, 2003	7
		9203 NW 36 ROAD, CORAL SPRINGS, FLORIDA		DESIGN: L.R. CHECKED: BAH SCALE: N.T.S. FIELD BOOK: 4-977 PLUS TO 28 ORDER: 146195781	

(C) COPYRIGHT NOTICE, ALL DIMENSIONS AND SPECIFICATIONS SHOWN AND REPORTED ON THIS PLAN IS THE PROPERTY OF J.H. MANUCY, INC. NOT TO BE UTILIZED BY OTHER PARTIES EXCEPT BY WRITTEN AGREEMENT WITH J. H. MANUCY, INC.

Hampshire Villas, a Condominium
Typical Unit "A"

GRAPHIC SCALE
0' 3' 6'



Typical Unit "A"
TWO BEDROOM/ONE BATHROOM

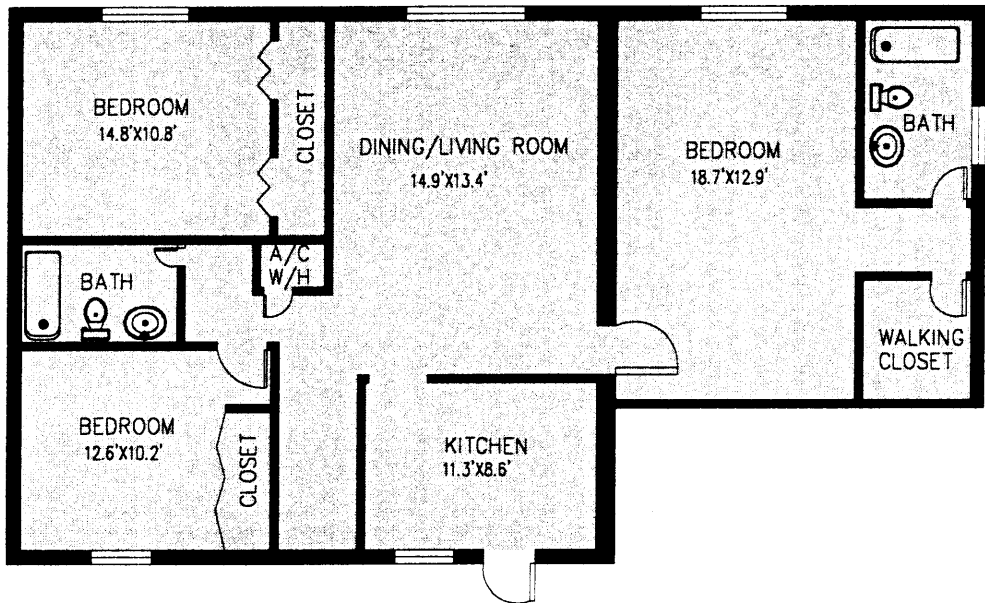
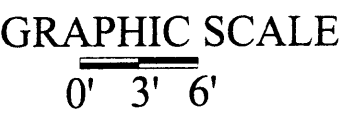
ABBREVIATIONS
(L.C.E.)= DENOTES LIMITED COMMON ELEMENT
(C.E.)= DENOTES COMMON ELEMENT

EXHIBIT "B"

 J.H. MANUCY, INC. Land Surveyors / Civil Engineers & Surveyors 2000 N. W. 10th Ave., Suite 200 Fort Lauderdale, FL 33304 Tel: 954-582-1111 Fax: 954-582-1112	 AS BUILT	Hampshire Villas, a Condominium 9203 NW 38 ROAD, CORAL SPRINGS, FLORIDA		DATE: APRIL 25, 2005	8 8 OF 11 SHEETS
				DRAWN: J.H.	
				CHECKED: BAH	
				SCALE: AS SHOWN	
				FIELD BOOK: A-277 PLO 10 B	
				ORDER NO: 105781	

(C) COPYRIGHT NOTICE: ALL DRAWINGS AND SPECIFICATIONS SHOWN AND NOTED ON THIS PLAN IS THE PROPERTY OF J.H. MANUCY, INC. NOT TO BE UTILIZED BY OTHER PARTIES EXCEPT BY WRITTEN AGREEMENT WITH J.H. MANUCY, INC.

Hampshire Villas, a Condominium
Typical Unit "B"



Typical Unit "B"
THREE BEDROOM/TWO BATHROOM

ABBREVIATIONS

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT
(C.E.)= DENOTES COMMON ELEMENT

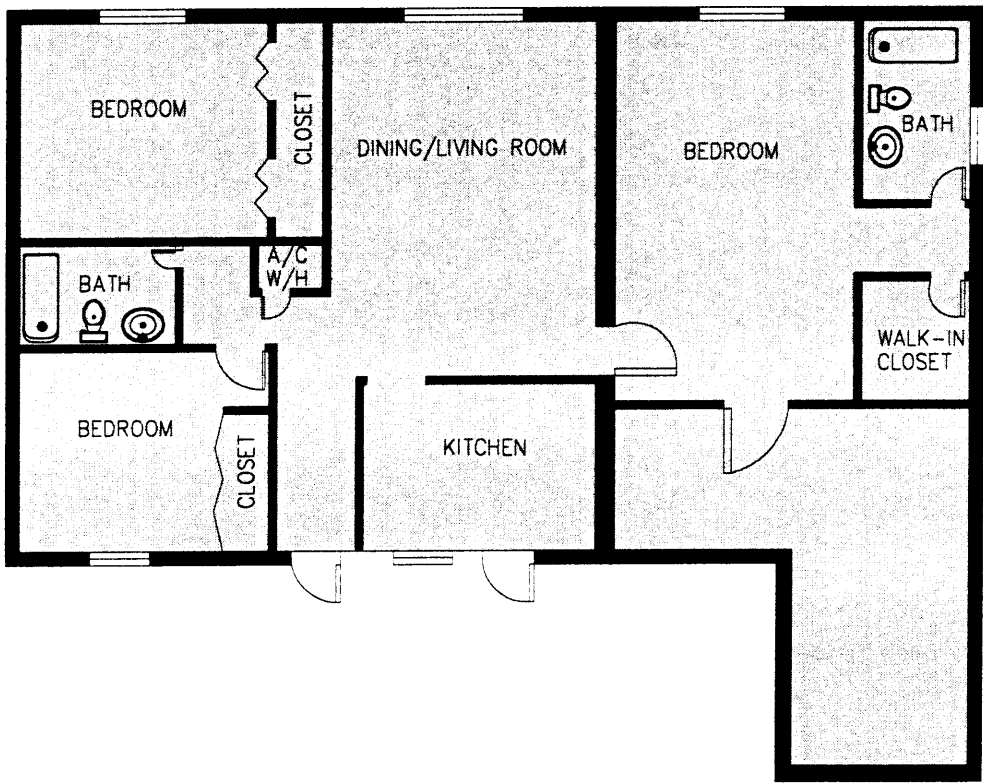
EXHIBIT "B"

 J.H. MANACY, INC. Land Acquiring, Old Building & Commercial Engineers 4000 N.W. 11th Street, Suite 200 Fort Lauderdale, FL 33304-4000 Tel: 954.577.1111 Fax: 954.577.1112			Hampshire Villas, a Condominium 9203 NW 38 ROAD, CORAL SPRINGS, FLORIDA		DATE: APRIL 25, 2005	9 9 OF 11 SHEETS
			DRAWN: L.R.	ORDER NO.: 105781		
			CHECKED: B.A.H.			
			SCALE: AS SHOWN			
			FIELD BOOK: A-377 PLS 12 B			

(C) COPYRIGHT NOTICE. ALL DRAWINGS AND SPECIFICATIONS SHOWN AND SET FORTH ON THIS PLAN IS THE PROPERTY OF J.H. MANACY, INC. NOT TO BE UTILIZED BY OTHER PARTIES EXCEPT BY WRITTEN AGREEMENT WITH J.H. MANACY, INC.

Hampshire Villas, a Condominium
Typical Unit "B"

GRAPHIC SCALE
0' 3' 6'



Typical Unit "C"
THREE BEDROOM/TWO BATHROOM

ABBREVIATIONS
(L.C.E.)= DENOTES LIMITED COMMON ELEMENT
(C.E.)= DENOTES COMMON ELEMENT

EXHIBIT "B"

J.H. MANUCY, INC. Land Surveyors / Civil Engineers & Surveyors 2001 N.W. 38th Road, Coral Springs, Florida 33067 Tel: 954-355-1111 Fax: 954-355-1112			Hampshire Villas, a Condominium 9203 NW 38 ROAD, CORAL SPRINGS, FLORIDA	DATE: APRIL 25, 2005	10
				DRAWN: J.R. CHECKED: BAH SCALE: AS SHOWN FIELD BOOK: 4-177 PLS TO BE ORDER NO. 105781	

(C) COPYRIGHT NOTICE: ALL DRAWINGS AND SPECIFICATIONS SHOWN AND REPORTED ON THIS PLAN IS THE PROPERTY OF J.H. MANUCY, INC. NOT TO BE UTILIZED BY OTHERS WITHOUT WRITTEN AGREEMENT WITH J. H. MANUCY, INC.

EXHIBIT "C"
TO
DECLARATION OF CONDOMINIUM FOR
HAMPSHIRE VILLAS CONDOMINIUM
SHARE OF COMMON EXPENSES,
COMMON ELEMENTS AND COMMON SURPLUS

SHARE OF COMMON EXPENSES,
COMMON ELEMENTS AND COMMON SURPLUS

<u>UNIT NUMBER</u>	<u>PERCENTAGE SHARE</u>
1, 2, 3, 4, 6, 7, 8, 9, 10, 12	.077623907
5 and 11	.111880466

The percentage of ownership of the Common Elements and Common Surplus and the responsibility for payment of the Common Expenses has been determined based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the condominium.

EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM FOR
HAMPSHIRE VILLAS CONDOMINIUM

ARTICLES OF INCORPORATION OF
HAMPSHIRE VILLAS CONDOMINIUM ASSOCIATION, INC.

**ARTICLES OF INCORPORATION
OF
HAMPSHIRE VILLAS
CONDOMINIUM ASSOCIATION, INC.**

To form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes ("NFP Act"), the undersigned Incorporator hereby incorporates this corporation not for profit for the purposes and with the powers set forth in these Articles of Incorporation (as amended, modified, or restated from time to time, "Articles") and hereby adopts the Articles that follow. Capital terms used in these Articles that are not otherwise defined in these Articles shall have the meanings that are set forth in the Declaration of Condominium that is recorded or is to be recorded in the Public Records of Broward County, Florida.

**I.
NAME**

The name of this corporation shall be HAMPSHIRE VILLAS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association".

**II.
PURPOSES AND POWERS**

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Act for the operation of a residential condominium located in Broward, County, Florida, known as Hampshire Villas Condominium ("Condominium"). The Condominium is being created pursuant to the provisions of the Act and shall be the only one administered by the Association.

The powers of the Association shall include and be governed by the following provisions:

A. General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the NFP Act that are not in conflict with the provisions of the Act, the Declaration, these Articles or the Bylaws.

B. Enumeration. The Association shall have all the powers and duties of an association under the Act and those granted to the Association under the Declaration, these Articles and the Bylaws that are necessary to operate the Condominium consistent with its purposes, including, but not limited to, those set forth below and pursuant to the Condominium Documents. The provisions of the Declaration and the Bylaws granting such powers and duties are incorporated in and made a part of these Articles.

1. To make and enforce reasonable Rules and Regulations governing the use of the Condominium Property (including the Units and Common Elements) consistent with the Declaration for the conservation, maintenance, management, operation and use of the Condominium Property and for the comfort, enjoyment, health, safety and welfare of the Unit Owners.

2. To make, levy, collect and enforce Assessments and any other charge, fee or fine, as provided in the Declaration, these Articles or the Bylaws against Unit Owners in order to provide funds to pay for the expenses of the Association and for the Common Expenses in the manner provided in the Condominium Documents and the Act; and to use and expend the proceeds of such sums in the exercise of the powers and duties of the Association.

3. In accordance with the Declaration and the Act, to lease, maintain, repair and replace the Common Elements and other property acquired or leased by the Association, and to construct or reconstruct improvements on the Condominium Property in the event of casualty or other loss.

4. To enforce by legal means the provisions of the Act, the Condominium Documents, including the Rules and Regulations of the Association, subject, however, to the limitation

regarding assessing Units owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration, the Bylaws or both.

5. To employ personnel, to retain independent contractors and professional personnel, to enter into service contracts to provide for any type of service that is to be provided to the Condominium Property, and for the maintenance, operation and management of the Condominium Property, and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements as to the management of the Condominium Property (who may be an affiliate of Developer) and agreements to acquire possessory or use interests in land or facilities for the enjoyment, recreation or other use or benefit of the Unit Owners and to provide therein that the expenses of such land and facilities and any other improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium. The Association, through its Directors and Officers, however, shall retain at all times the powers and duties granted by the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

6. To purchase: (i) Units upon which the Association has chosen to exercise its right to provide a purchaser if a prospective owner is not approved in accordance with the Declaration; (ii) a Unit for any manager or other staff person for the operation of the Association, whether an employee of the Association or any management company and obtain financing as is necessary to effectuate the same; (iii) other real and/or personal property as determined by the Association and its Members; and (iv) insurance upon the Condominium Property and insurance for the protection of the Association, its Directors, Officers and Unit Owners.

C. Condominium Property. All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

D. Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members nor make any distribution of income to its Members, Directors or Officers. Upon dissolution, all assets of the Association shall be transferred only to another corporation not for profit or to a public agency or as otherwise authorized by the NFP Act.

E. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the NFP Act, the Act, the Declaration, these Articles and the Bylaws.

III. MEMBERS

A. Until the Condominium regime is created by recordation of the Declaration, the initial Members of the Association shall be the three (3) initial members of the Board selected by the Incorporator of the Association and named below. After the Condominium regime is created, the Members of the Association shall consist of all record title owners of Units from time to time. Initially, the Developer, as owner of all the Units, will be the sole Member of the Association. Thereafter, membership shall be established by the acquisition of a Unit as evidenced by the recording of a Deed or other instrument of conveyance in accordance with the Bylaws, and after the termination of the Condominium, shall also consist of those who were Members at the time of the termination, and their successors and assigns. The qualification of Members of the Association, the manner of their admission to membership in the Association, the manner of their termination of membership, and the manner of their voting shall be as regulated by the Bylaws. Each unit owner in the Condominium and the Subscribers to these Articles shall automatically be members of the Association. Membership of the Subscribers shall terminate upon the entire Board of Directors of the Association being selected by unit owners other than the Developer.

B. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws.

C. 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 unit.

IV.
EXISTENCE

The Association shall have perpetual existence.

V.
SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Rafael N. Gomez	5040 N.W. 7th Street, Suite 710 Miami, FL 33126
Armando Posse	5040 N.W. 7th Street, Suite 710 Miami, FL 33126
Ignacio Fiterre	5040 N.W. 7th Street, Suite 710 Miami, FL 33126

VI.
DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors initially composed of three persons, in accordance with Article III of the Association's By-Laws.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws.

C. The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws:

<u>NAME</u>	<u>ADDRESS</u>
Rafael N. Gomez	5040 N.W. 7th Street, Suite 710 Miami, FL 33126
Armando Posse	5040 N.W. 7th Street, Suite 710 Miami, FL 33126
Ignacio Fiterre	5040 N.W. 7th Street, Suite 710 Miami, FL 33126

VII.
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Rafael N. Gomez	President	5040 N.W. 7th Street, Suite 710 Miami, FL 33126

Armando Posse	Secretary/ Treasurer	5040 N.W. 7th Street, Suite 710 Miami, FL 33126
Ignacio Fiterre	Vice President	5040 N.W. 7th Street, Suite 710 Miami, FL 33126

VIII.
BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as would prejudice the rights of the Developer of the Condominium or mortgagees holding mortgages encumbering units in the Condominium, without their prior written consent.

IX.
AMENDMENTS TO ARTICLES

A. Before Recordation of Declaration. Before the Declaration of Condominium is recorded in the Public Records of Broward County, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment and shall be an exhibit to the Declaration upon the recording of the Declaration. This Article IX is intended to comply with the NFP Act.

B. After Recordation of Declaration. After the Declaration is recorded, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Meeting or a Special Meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;
2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members;
3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendments shall be effective upon the adoption by not less than a majority of the Directors and by not less than seventy-five percent (75%) of the Voting Interests of the Members; or
4. An amendment may be adopted by a written statement signed by all Directors and the written consent of Members representing Voting Interests sufficient to pass the amendment at a meeting where all Directors are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting a written consent shall be notified in writing of the passage of the amendment.

C. Declaration Limitations. No amendment may be made to these Articles that shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. Filing and Recording. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded in the Public Records of Broward County, Florida, as an amendment to the Declaration.

E. Articles Limitations. Notwithstanding any contrary provision in these Articles, the provisions of Article VIII and Article XI may not be amended without the unanimous vote of the Board of Directors and the unanimous vote of the Voting Interests of the Members.

F. Other Limitations. Notwithstanding the foregoing provisions of this Article IX, there shall be no amendment to these Articles that shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article VI above and in the Bylaws, without the prior written consent of Developer, nor shall there be any amendment to these Articles that shall abridge, alter or modify the rights of Developer, or of the holder, guarantor or insurer of a first mortgage lien on any Unit or of any "Institutional First Mortgagee" (as defined in the Declaration) without such party's prior written consent to the degree this provision is permitted by the Act, nor shall there be any amendment to these Articles that shall make changes in the qualifications of Members or the voting rights or property rights of Members without the approval in writing of all Members and the joinder of all record holders, guarantors or insurers of first mortgage liens on Units or of any Institutional First Mortgagee when such joinder is specifically required.

ARTICLE X. DEVELOPER

"Developer" means GPB VENTURES, LLC, a Florida limited liability corporation, its successors and such of its assigns as to which the rights of Developer are specifically assigned. Developer may assign all or a portion of such rights. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. A Unit Owner shall not be considered, solely by virtue of purchasing a Unit, a successor or assign of Developer or of the development rights of Developer under the Condominium Documents, unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer. The rights of Developer are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

XI. INDEMNIFICATION

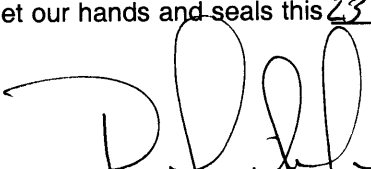
To the fullest extent permitted by the provisions of the NFP Act, or by other applicable law, including, without limitation, the Act, the Association shall indemnify, defend, and hold harmless each member of the Board of Directors and each Officer or former Director or Officer of the Association (and the Directors and/or Officers, both current and former, as a group) (each, an "Indemnified Person") for expenses and liabilities, including counsel fees and disbursements (at all trial and appellate levels) incurred by or imposed upon the Indemnified Person in connection with any action, suit or proceeding whether civil, criminal, administrative or investigative asserted in court or otherwise asserted in any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director, Officer, or both of the Association (or by being or having been an agent, employee or other official of the Corporation as to whom the Corporation, by written agreement, has agreed to indemnify). The foregoing provisions for indemnification shall apply whether he or she is a Director or Officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions in these Articles shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and Officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or Officers, including, but not limited to Developer. By written agreement, the Board of Directors may indemnify other agents, employees or other officials of the Corporation under comparable terms and limitations with respect to activities within the scope of their services on behalf of the Corporation.

XII.

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at: 5040 N.W. 7th Street, Suite 710, Miami, Florida 33126, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office of the Association is c/o Jennifer Levin, P.A., 800 Brickell Avenue, Suite 101, Miami, Florida 33131, and the initial registered agent therein is Jennifer Levin.

N WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of Sept, 2005.



RAFAEL N. GOMEZ


ARMANDO POSSE


IGNACIO FITERRE

ACCEPTANCE BY REGISTERED AGENT

I hereby accept the designation of Registered Agent as set forth in these Articles of Incorporation.

JENNIFER LEVIN

XII.

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at: 5040 N.W. 7th Street, Suite 710, Miami, Florida 33126, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office of the Association is c/o Jennifer Levin, P.A., 800 Brickell Avenue, Suite 101, Miami, Florida 33131, and the initial registered agent therein is Jennifer Levin.

N WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of Sept, 2005.

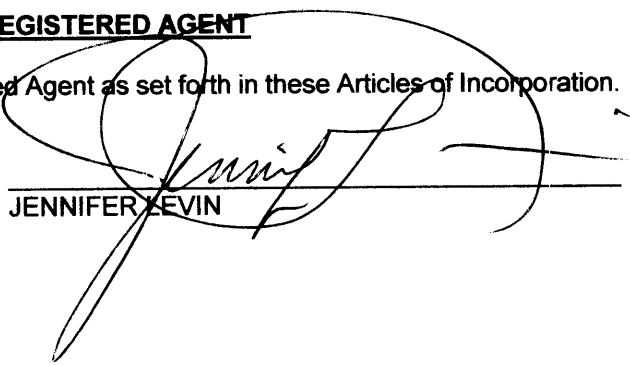
RAFAEL N. GOMEZ

ARMANDO POSSE

IGNACIO FITERRE

ACCEPTANCE BY REGISTERED AGENT

I hereby accept the designation of Registered Agent as set forth in these Articles of Incorporation.



JENNIFER LEVIN

EXHIBIT "E"
TO
DECLARATION OF CONDOMINIUM FOR
HAMPSHIRE VILLAS CONDOMINIUM

BY-LAWS OF HAMPSHIRE VILLAS
CONDOMINIUM ASSOCIATION, INC.

**BY-LAWS
OF
HAMPSHIRE VILLAS CONDOMINIUM ASSOCIATION, INC.**

**I
IDENTITY**

These are the By-Laws of HAMPSHIRE VILLAS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation ("Association").

**II
PURPOSES**

This Association has been organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida (the "Act"), and in turn for the purpose of operating, governing, administering and managing the property and affairs of HAMPSHIRE VILLAS CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium (the "Declaration of Condominium") to which these By-Laws are attached and, further, to exercise all powers granted to a condominium association under the Act.

**III
DIRECTORS AND OFFICERS**

A. Directors.

1. The affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of three (3) persons. The members of the Initial Board are designated in the Articles of Incorporation and need not be members of the Association. When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:
 - a. Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
 - b. Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
 - c. When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
 - d. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or
 - e. Seven years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to Section 718.403, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least five percent, in condominiums with fewer than 500 units, and two percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in

the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Following the time the Developer relinquishes control of the Board of Directors of the Association, the Developer may exercise the right to vote any developer-owned units in the Condominium, in the same manner as any other unit owner, except for the purposes of reacquiring control of the Board of Directors of the Association or selecting the majority members of the Board of Directors of the Association.

Until such time as the Purchaser Members shall be entitled to elect all of the Directors, the Developer shall have the absolute right, in its sole and absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

2. The Purchaser Members shall elect a majority of the Board of Directors, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

3. Subsequent to the Majority Election Meeting, the Directors shall be elected by the members of the Association at each annual meeting of members and the Directors shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.

4. Directors shall be elected at the Majority Election Meeting and at each annual meeting of the members, as follows:

a. The Board of Directors shall be elected by written ballot or voting machine. Any election to fill a vacancy on the Board of Directors due to the expiration of a Director's term, shall be by secret ballot. However, in the event the number of vacancies equals or exceeds the number of candidates, no election is required. Except to fill vacancies on the Board of Directors caused by recall, proxies shall in no event be used in electing the Board of Directors, either at general elections or at elections to fill vacancies caused by resignation. Not less than sixty (60) days before a scheduled election, the Secretary shall mail, deliver, or electronically transmit if the member consents to receive notice by electronic transmission to that member in the manner required by the Act, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each member of the Association entitled to vote, a first notice of the date of the election. Any member of the Association or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda required pursuant to the provisions of Article VII, Subparagraph A3 of these By-Laws, the Association shall then mail, deliver or electronically transmit, provided the member has consented to accept notice by electronic transmission, a second notice of the election to all members of the Association entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the members must cast a ballot to have a valid election. No member of the Association shall permit any other to vote such member's ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with the provisions of Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting of the membership of the Association.

5. Directors shall be members of the Association, except that this provision shall not apply to Directors selected by the Developer.

6. No person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is eligible for membership on the Board of Directors.

B. Officers.

The Officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, any of whom may be members of the Board of Directors, and such other Officers as the Board of Directors may appoint. The President must be a member of the Board of Directors. The Officers named in the Articles of Incorporation shall serve, unless removed and replaced by the Developer, until the first meeting of the Board of Directors held subsequent to the Majority Election Meeting, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first meeting of the Board of Directors held subsequent to the Majority Election Meeting, shall hold office until the next and ensuing annual meeting of the Board of Directors and until their successors shall have been elected and shall qualify.

C. Resignation, Vacancy, Removal, Compensation.

1. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination of membership in the Association, by the Director or Officer.

2. Subject to the right of the Developer to replace Directors selected by the Developer, the members of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Directors, by electing a person who shall serve until the next annual meeting of the members. In the event of a vacancy on the Board of Directors caused by a recall of a Director, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes, the member of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Directors, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

3. Any Director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes. Directors selected by the Developer shall not be affected by these provisions.

4. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

5. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but shall not be limited to, the following:

A. All of the powers specifically provided for in the Declaration of Condominium and the Act.

B. The power to levy and collect assessments, based upon a budget formally adopted by the Board of Directors; provided, however, the Association shall not charge any fee for use by members of the common elements or of property owned by the Association, unless such use is the subject of a lease between the Association and the members. It is understood, however, that the failure of the Board of Directors or the members

of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the common expenses of the Condominium.

C. The power to acquire, convey, mortgage, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

D. The power to expend monies collected for the purpose of paying the common expenses of the Association.

E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements of the Condominium.

F. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium. This Association shall, not less than forty-five (45) days prior to the effective date of any renewals or amendments to the Association's insurance coverage, notify each member of the changes to be made in the Association's insurance coverage, including a description of the property previously covered by the Association's insurance coverage which will no longer be covered and the effective date of such change.

G. The power to employ the personnel required for the operation of the common elements of the Condominium and the Association.

H. The power to pay utility bills for utilities serving the common elements of the Condominium.

I. The power to contract for the management of the Condominium.

J. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

K. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.

L. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Rules and Regulations duly promulgated by the Association.

M. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

N. The power to pay all taxes and assessments which are or may become liens against the common elements of the Condominium, and to assess the same against the members and their units.

O. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

P. The power to possess and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey, and deal in real and personal property.

Q. The power to enter into, ratify, modify and amend each and every one of the agreements and undertakings contemplated by and contained within the Declaration of Condominium.

R. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or a variable fee or as a percentage of the

total cost of maintenance, operation, repair and upkeep, or of the total funds of the Association handled and managed by the managing agent.

V
DUTIES OF OFFICERS

A. The President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.
2. Call special meetings of the Board of Directors and of members.
3. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
5. Appoint committees and be an ex-officio member of all committees, and render an annual report at the annual meeting of members.

B. The Vice President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.
2. Perform all other acts and duties required of the President, in the absence of the President.
3. Perform such other duties as may be required by the Board.
4. Sign checks on behalf of the Association in the absence of the President.

C. Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

D. The Secretary shall:

1. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
2. Have custody of the corporate seal and affix same when necessary or required.
3. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notices of meetings, keep membership books and receive all applications for membership, for transfer and sale of units, and present such applications to the Board of Directors.
4. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.
5. Have custody of the minute book of the meetings of the Board of Directors and of the members, which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and by the Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. Minutes of all meetings of the Board of Directors and of members shall be reduced to writing and shall be available for inspection by members, or their authorized representatives, within thirty (30) days after the date of each such meeting. The minutes of all meetings of the

Board of Directors and of the members shall be retained by the Secretary for a period of not less than seven (7) years.

6. Ballots, sign-in sheets voting proxies and all other papers relating to elections shall be maintained as part of the Association Records (as herein defined) for a period of one (1) year from the date of the meeting to which such documents relate.

7. If the Association owns, leases or has reasonable access to a photocopy machine, the Association shall, at the request of any member or the authorized representative of such member, make photocopies of Association Records, as requested by such member or by the authorized representative of such member. The Association shall not charge any fee to the member or to the authorized representative of such member in connection with inspection of the Association Records, except that the Association may charge a reasonable fee for the cost of making copies, provided such fee does not exceed \$.25 per page.

8. Maintain copies of all documents required to be maintained by the Association in accordance with Section 718.111(12), Florida Statutes (the "Association Records"). The Association Records shall be maintained in Broward County, Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The failure of the Association to provide the Association Records within ten (10) working days after receipt of a written request shall create a rebuttable presumption that the Association failed to comply with the requirements of Section 718.111(12)(c), Florida Statutes. The right to inspect the Association Records includes the right to make or obtain copies, at the reasonable expense, if any, of such member.

9. The Association shall maintain an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to above, if and as required by the Act and other year-end financial information, on the Condominium Property to ensure their availability to Unit Owners and prospective transferees if required by law. The Association or its authorized agent may charge a reasonable fee to a prospective transferee, lienholder or current unit owner for its time in providing good faith responses to requests for information other than that required by law, provided such fee does not exceed \$150 plus the reasonable cost of photocopying and any legal fees in connection with the response for information required by law, the Association or its authorized agent may charge actual costs for preparing and furnishing the required information to those requesting same.

10. The Association shall prepare a Question and Answer Sheet in accordance with the provisions of Section 718.504, Florida Statutes and shall update the Question and Answer Sheet annually.

E. The Treasurer shall:

1. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

2. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association. The Treasurer shall maintain all accounting records for the Association and for the Condominium, as may be required by Section 718.111(12)(a)11, Florida Statutes (the "Accounting Records"), for a period of not less than seven (7) years. The Accounting Records shall be maintained in Broward County, Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The Treasurer shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. The Treasurer shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting of members and make all reports required by law.

3. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

VI MEMBERSHIP

A. Except as may be provided in the Articles of Incorporation, membership in the Association is limited to owners of condominium units in the Condominium. Membership is automatically conferred upon acquisition of a condominium unit in the Condominium, as evidenced by the filing of a deed of conveyance amongst the Public Records of Broward County, Florida or, as provided in the Declaration of Condominium, for transfer of membership upon the death of a member.

B. If a condominium unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or by the proper corporate officer) of said unit, filed with the Secretary of the Association. In addition, only the voter designated in such Voting Certificate shall have the right to appoint a proxy. In the absence of such a writing, such vote shall not be counted; provided, however, that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.

C. Membership in the Association may be transferred only as an incident to the transfer of title to the condominium unit.

D. Membership shall terminate upon the transfer of title to a condominium unit.

VII MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. Meetings of Members.

1. Annual meetings: The annual meeting of the Association shall be held at the office of the Association on the third Thursday in December of each calendar year, and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

2. Special meetings: It shall be the duty of the President to call a special meeting of the members of the Association as directed by resolution of the Board of Directors or upon a petition signed by members having fifty-one (51%) percent of the total votes in the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, a special meeting of the members of the Association, to recall or remove a member of the Board of Directors, shall be called upon members having at least ten (10%) percent of the total votes in the Association giving notice of the meeting, provided the notice states the purpose of the special meeting.

3. Notice of meetings: It shall be the duty of the Secretary to provide notice (which notice shall incorporate an identification of agenda items) of all meetings of members stating the purpose thereof as well as the time and place where it is to be held, to each member of record at each member's address as it appears on the membership book of the Association, or, if no address appears, at each member's last known place of address, at least fourteen (14) days but not more than forty (40) days prior to such meeting. Notice of all meetings of members shall be posted at a conspicuous place at the Condominium, at least fourteen (14) continuous days preceding the meeting, except in cases of emergency. The Board of Directors, upon notice to the members, shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of the meetings of the members shall be posted. In lieu of or in addition to physically posting notice of any meeting of the members, the Association, as more specifically set forth in the Rules and Regulations, may post the notice and agenda of any such meeting and repeatedly broadcast the same on a closed-circuit cable television system serving the Association. If broadcasting is used in lieu of physical posting, the notice and agenda shall be broadcast as required by Section 718.112(2)(d)2 of the Act. If hand delivered, receipt of such notice shall be evidenced by receipt signed by the member. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with provisions of Section 718.112(2)(d), Florida Statutes, to each member at the address last furnished to the Association. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

4. Budgetary meetings: The Board of Directors shall hand deliver or mail to each unit owner, or electronically transmit to any owner who has consented to receive notice by electronic transmission, a

meeting notice to the members of the Association indicating the date, time and place of the meeting together with a copy of the proposed annual budget, not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting will be open to members. If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written application of members having not less than 10% of the total votes in the Association, shall call a special meeting of the members within sixty (60) days, provided that not less than fourteen (14) days' written notice is given to each member, mailed or hand delivered to each member at the address last furnished to the Association by each member or electronically transmitted to any member who has consented to receive notice by electronic transmission. At the special meeting, members may consider and enact a budget by a vote of not less than 51% of the total votes in the Association. If a special meeting of members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the property of the Condominium, anticipated to be incurred on a regular or annual basis, or assessments for betterments to the property of the Condominium shall be excluded from the computation.

5. **Quorum:** The presence, either in person or by proxy, of members having at least 33 1/3% of the total votes in the Association shall constitute a quorum for the transaction of business at all meetings of members. The written joinder of members may not be utilized to establish a quorum, when such joinder occurs subsequent to the meeting.

6. **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, except as otherwise provided for by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

7. **Voting:** There shall be one (1) vote allocated to each Unit in the Condominium. The vote of members holding not less than a majority of the total votes of the Association present, either in person or by proxy, shall decide any question brought before any meeting of the membership of the Association, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium, a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

8. **Conduct of Meeting:** All members shall have the right to participate at all meetings of the members of the Association with respect to all designated agenda items. Further, any member may tape record or videotape a meeting of the members of the Association.

9. **Proxies:** A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned sessions thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member granting it. A member may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements as provided by Section 718.111(13), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Act requires or permits a vote of the members. No proxy, limited or general, shall be used in the election of members to the Board of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

10. **Waiver and consent:** Any member may waive their right to receive notice of a meeting before or after the meeting. Notice of meeting, other than to recall board members, may be given by electronic transmission to members who consent to same. The attendance of any member (or of the person authorized to vote for that member) shall constitute that member's waiver of notice of such meeting, except when the member's (or the member's authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

B. **Organizational meeting:** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. Notice of the first meeting of a newly elected Board of Directors shall be provided in accordance with the provisions of Section 718.112(2)(c), Florida Statutes.

C. Annual meetings: There shall be an annual meeting of the Board of Directors immediately prior to the annual meeting of the members, at the offices of the Association.

D. Regular meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted. However, notice to Unit Owners of each Regular Meeting shall be given in accordance with Section 718.112(2)(c), Florida Statutes.

E. Special meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two-thirds of the Board of Directors.

F. Notice to members: All meetings of the Board of Directors shall be open to all members. Any member may tape record or videotape meetings of the Board of Directors. In addition, the right to attend such meetings shall include the right to speak at such meetings with reference to all designated agenda items. Notice of the time and purpose (specifically incorporating an identification of agenda items) of all meetings of the Board of Directors shall be conspicuously posted at the Condominium at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting of the Board of Directors at which non-emergency special assessments, or at which amendments to rules regarding unit use will be considered, shall be mailed or delivered to the members and posted conspicuously at the Condominium not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and shall be filed among the official records of the Association.

Upon notice to the members, the Board of Directors shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of meetings of the Board of Directors shall be posted.

Meetings of a committee to take final action on behalf of the Board of Directors or to make recommendations to the Board of Directors regarding the budget are subject to the provisions of this section. Meetings of a committee that does not take final action on behalf of the Board of Directors or make recommendations to the Board of Directors regarding the budget are subject to the provisions of this section.

G. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof, unless such Director attends a meeting for the sole purpose of objecting to the propriety of the notice provided to him. Participation by Directors in meetings of the Board (whether Regular Board Meetings or Special Board Meetings) by telephone or another form of electronic communication is permitted subject to the requirements of Rule 61B-23.001(4), Florida Administrative Code ("F.A.C.")

H. Voting at meetings: A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors. A vote or abstention for each Director present at a meeting of the Board of Directors shall be recorded in the minutes of such meeting.

I. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

VIII PROCEDURE

A. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, these By-Laws or applicable Florida law.

B. The order of business at annual members' meetings and as far as appropriate at other members' meetings will be as set forth below; except, however, if such meeting is an election meeting, the first order of business shall be the collection of ballots not yet cast:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting; or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment.

IX ASSESSMENTS AND MANNER OF COLLECTION

A. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium and the Association. The common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Act.

B. The Board shall adopt a budget for the Association and the Condominium during the month preceding the fiscal year wherein the budget will take effect, which budget shall include a schedule of assessments to be paid by the members.

C. Each Member shall be responsible for the payment of the assessments imposed against such member's unit in an amount equal to the percentage of responsibility for payment of common expenses provided in the Declaration of Condominium.

D. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month.

E. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

F. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each member. Until further notice, assessments shall be made payable to the Association and shall be payable at the office of the Association.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or be less than, the sums required to meet the cash requirements of the Condominium and the Association, in which event the Board of Directors may increase or diminish the amount of an assessment

and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of such member's proportionate share for any deficiency. Notice of all changes in assessments shall be given to all members.

G. Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

H. The failure to pay any assessment within five (5) days from the date due shall entitle the Association to levy a late charge against the delinquent member for each thirty (30) day period that the assessment remains delinquent in an amount not to exceed the greater of \$25.00 or five percent (5.00%) of the assessment.

I. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent member in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each member shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

J. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

X FISCAL MATTERS

A. Fiscal year: The fiscal year of the Association shall end on December 31st of each year.

B. Depositories: The funds of the Association shall be deposited in a savings and loan association or in a bank located in Broward County, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized Officers. Said funds shall be used only for Association purposes.

C. Association Funds: All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds. A manager or business entity required to be licensed or registered under Florida Statutes Section 468.432, or an agent, employee, officer, or director of the Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in Florida Statutes Section 468.431.

D. Fidelity bonds: The Association shall obtain and maintain adequate insurance or fidelity bonding for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. "Persons who control or disburse funds of the Association" includes, but is not limited to, those persons authorized to sign checks and the President, Vice-President, Secretary and Treasurer of the Association. The premium for such insurance or bonds shall be paid for by the Association.

E. Records: The Association shall maintain accounting records, which records shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditures for each member which shall designate the name and address of the member, the amount of each assessment, the amounts paid upon the account and the balance due, in a register of names for the benefit of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if requested.

F. Annual report: An annual report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the financial statement obtained from such annual report shall be furnished to each member no later than the first day of April following the fiscal year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or by mailing or

electronic transmission to the member at his last known address as shown on the books and records of the Association. Nothing in this subparagraph shall be deemed to require a higher standard of reporting than is required by the Act.

G. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium.

XI **ADMINISTRATIVE RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements of the Condominium, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units and the common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

XII **VIOLATION AND DEFAULTS**

In the event of a violation, other than non-payment of an assessment by a member, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation or any provision of the Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or many be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Act and in every such proceeding, the prevailing party shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien by foreclosure, the Association, provided the member has remained in possession of the unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from such member from the date on which the payment of any assessment became delinquent and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

XIII **AMENDMENT OF BY-LAWS**

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by members, present in person or by proxy, having at least 75% of the votes at the meeting, provided that notice of the proposed amendment (unless waived) is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having a majority of the total votes in the Association.

No amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law Article ___ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. Each amendment to the By-Laws must set forth, on the first page thereof, the book and page of the public records where the Declaration of Condominium has been recorded. The amendment shall

be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

XIV VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Laws.

XV ARBITRATION

Internal disputes arising from the operation of the Association and the Condominium, among the Developer, members, the Association and their agents and assigns, shall be submitted to mandatory nonbinding arbitration in accordance with the terms and provisions of Section 718.1255 of the Act.

XVI ENFORCEMENT

Every member, every lessee and all invitees shall comply with the provisions of the Declaration of Condominium, these By-Laws, the Articles of Incorporation of the Association and all Rules and Regulations adopted by the Association, as may be amended from time to time. Failure of a member, lessee or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a member, lessee or invitee for failure of a member, lessee, or invitee, or their family members, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation set forth in the Declaration of Condominium, or in the Articles of Incorporation or in the By-Laws or with respect to the Rules and Regulations adopted by the Association, provided the following procedures are adhered to.

A. Notice. The Association shall notify the member, lessee or invitee of the alleged infraction or infractions. Included in the notice shall be the date, time and place of the meeting of the committee of members of the Association (the "Committee") appointed by the Board of Directors to review the alleged infraction or infractions. At this meeting the member, lessee or invitee shall present reasons why penalties should not be imposed, which meeting shall take place not less than fourteen (14) days from delivery of such notice to the member, lessee or invitee. The notice to the member, lessee or invitee, shall also set forth the provisions of the Declaration of Condominium, the Rules and Regulations, the Articles of Incorporation and/or of these By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association. At such meeting, the member, lessee or invitee shall be entitled to be represented by counsel (at his expense) and to cross-examine and present witnesses and other testimony or evidence.

B. Hearing. At the hearing, non-compliance shall be presented to the Committee of other members of the Association and the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. At this hearing, the member, lessee or invitee (as may be applicable) shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and review, challenge and respond to any material considered by the Association. A written decision of the Committee shall be submitted to the member or lessee and to the Board of Directors not later than twenty-one (21) days after the meeting of the Committee. If the Committee does not agree with the proposed fine, then the fine may not be levied.

C. Fines. The Board of Directors may impose a fine against the member, the lessee or invitee in an amount not to exceed ONE HUNDRED AND NO/100 (\$100.00) DOLLARS for each violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall, in the aggregate, exceed ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.

D. Payment of Fines. Fines shall be paid not later than ten (10) calendar days after notice of the imposition of the penalties.

E. Collection of Fines. The Association is hereby authorized to collect all fines imposed in the same manner as the Association may collect all obligations owed to it; provided, however, that a fine cannot become a lien against the unit owned by the affected member.

F. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

G. Non-Exclusive Remedy. These fines shall not be construed to be exclusive remedies. The remedies provided for in this Article XVI shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending member, lessee or invitee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such member, lessee or invitee.

XVII INSURANCE

The Association shall mail a notice to each member not less than 45 days prior to the effective date of any renewal of or amendment to the Association's insurance coverage which reflects the changes authorized by Chapter 84-368, Florida Statutes, and the Association shall advise each member of any change in insurance coverage to be provided by the Association, including a description of the property previously covered by insurance obtained by the Association which will no longer be covered, and of the effective date of such change.

The foregoing was adopted as the By-Laws of HAMPSHIRE VILLAS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by the unanimous vote of the members on the ____ day of _____, ____.

RAFAEL N. GOMEZ, President

ARMANDO POSSE, Secretary

EXHIBIT "F"
TO
DECLARATION OF CONDOMINIUM FOR
HAMPSHIRE VILLAS CONDOMINIUM

RULES AND REGULATIONS

RULES AND REGULATIONS FOR HAMPSHIRE VILLAS CONDOMINIUM

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the units and the Condominium (the "Condominium") shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

The Association welcomes the assistance of all Unit Owners, their lessees, their family members and guests in the enforcement of these Rules and Regulations. Violations should be reported, in writing, to the Board. Reported violations shall be called to the attention of the applicable Unit Owner and to any committee of other Unit Owners that may be empowered by the Board from time to time to hear and rule on matters of this type ("**Grievance Committee**"). All disagreements will be presented to the Board, or the Grievance Committee, if one has been formed, as the case may be, for appropriate action in accordance with the Act, the Declaration, the Bylaws and these Rules and Regulations, particularly those procedures that are described in Section 28 below.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

a. Violations should be reported, in writing, to the Board of Directors of HAMPSHIRE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

b. Violations will be called to the attention of the violating Unit Owner or lessee by the Board of Directors.

c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

d. Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The facilities of the Condominium are for the exclusive use of Unit Owners, their lessees and their respective family members and guests.

3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each Unit Owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided. Construction work on Units, other than those owned by Developer, may not begin earlier than 8:30 a.m. and must end by 5:30 p.m., Monday through Saturday, and shall not be performed on Sundays or legal holidays in the State of Florida without the prior written approval of the Association, and then only during the times and subject to any rules that the Association may establish for such purpose.

4. OBSTRUCTIONS: All sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisement

shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roof thereon, except for installations constructed thereon by the Developer and/or by agents of the Developer.

5. **CHILDREN**: There are no restrictions upon children residing in the units of this Condominium. Children are not to play on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds. The use of bicycles, tricycles, skateboards, inline skates, scooters, or other similar toys or activities is strictly prohibited on the common areas of the Condominium, except in those areas and only during such times, if any, that the Association may establish for such purpose.

6. **DESTRUCTION OF PROPERTY**: Neither Unit Owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit Owners shall be financially responsible for any such damage.

7. **EXTERIOR APPEARANCE**: The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association, or as originally installed by the Developer. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

8. **SIGNS**: There shall be no "For Sale" or "For Rent/ Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except as shall have been approved by the Association and except for signs displayed by the Developer and/or by agents engaged by the Developer.

9. **CLEANLINESS**: All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

10. **WINDOWS AND BALCONIES**: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows, terraces or balconies. No objects shall be hung from balconies, terraces or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies or terraces. Unit Owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from balconies, doors, windows or terraces. No cooking shall be permitted on any balcony or terrace if prohibited in the jurisdiction in which the Condominium is located. Unit Owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces. No balconies or terraces may be enclosed except by the Developer.

11. **INGRESS AND EGRESS**: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No Unit Owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

12. **STORAGE AREAS**: Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

13. **BICYCLES**: Bicycles must be placed or stored in the designated areas, if any.

14. **PLUMBING:** Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

15. **TRASH:** All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers. Trash collection containers may be used only between 7:00 A.M. and 11:00 P.M.

16. **ROOF:** Unit Owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roof for any purpose whatsoever.

17. **SOLICITATION:** There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

18. **EMPLOYEES:** Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the building by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, at any time, for any purpose. No Unit Owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

19. **FIRE DOORS:** Unit Owners, lessees, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

20. **HURRICANE PREPARATIONS:** Each Unit Owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the Unit Owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color, and shall be an accordion type storm shutter. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this Paragraph No. 20 without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association property.

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration. Notwithstanding the foregoing, a Unit Owner who has previously installed hurricane shutters in accordance with this paragraph 20 of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such Unit Owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the Board of Directors, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

21. PEST CONTROL: All Unit Owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the units, at regularly scheduled times, to perform pest control services.

22. PETS:

a. Other than service animals or domesticated dogs, cats, birds, fish or other non-exotic animals determined by the Association to be acceptable household pets, no animal shall be raised, bred, or kept anywhere on the Condominium Property, nor shall any animal be kept, bred or maintained for commercial purposes. In deciding whether a proposed animal is permissible, the Association shall consider health, safety, and comfort considerations of the Unit Owners; legal restrictions; humane considerations for the animal; the purpose and intent of the Condominium Documents; traditional household character of the animal; and such other relevant factors as the Association, in its discretion, considers appropriate to the specific circumstances. The Association has decided that reptiles, horses, cows, pigs, swine, goats, chickens, pigeons, any similar animal or fowl are not permitted on the Condominium Property.

b. All pets shall be kept on a hand-held leash or in a carrier when outside the Unit, and no pet may be left unattended on balconies, patios, terraces, or on the Condominium Property at any time.

c. Pets shall be walked only in areas designated for such purpose by the Association, if any, and their owners shall immediately clean up and properly dispose of all solid waste deposited by their pets. Pet owners shall immediately clean up and properly dispose of all solid or liquid waste deposited by their pets on the Condominium Property other than in any designated area for walking pets.

d. Pets are not permitted in the lobby, pool or beach area, if any, of the Condominium at any time.

e. Pets shall be controlled at all times so as not to create a nuisance anywhere on the Condominium Property.

f. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Condominium Property, or the property of another Unit Owner.

g. Unit Owners are responsible for the actions of their pets and for the actions of the pets of anyone residing in or visiting his or her Unit. The costs of repairing any damage caused by a pet shall be charged to the Unit Owner responsible as a part of his or her share of the Common Expenses.

h. Any Unit Owner, their lessees, their family members and guests who has been found to have violated these Rules and Regulations regarding pets three (3) or more times, or who has been found to have a pet that is vicious or dangerous, shall be considered liable for having a pet that causes or creates a nuisance or unreasonable disturbance. Thereafter, the Association, after considering the facts and circumstances involved, may elect to order the Unit Owner, their lessees, their family members or guests as the case may be, to have the pet removed permanently from the Condominium Property upon three (3) days' written notice.

i. Unit Owners, their lessees, their family members and guests, as applicable, must register all pets that are kept in the Unit or which are regularly taken onto the Condominium Property. The registration shall include the name, address and telephone number of the Unit Owner, their lessees, their family members and guests; a description of the pet, including name, breed and color; when applicable, rabies vaccination tag number/year; and such other information that the Association may reasonably require. All pets requiring vaccination, shall be regularly vaccinated as required, and evidence of same shall be given to the Association upon request.

23. MEETINGS: With regard to all designated agenda items at open committee meetings, Board meetings and meetings of the Members (each, a "**Meeting**"), the following shall apply:

a. The Right of Unit Owners to Speak at Meetings. Unit Owners shall have the right to speak at a Meeting provided the Association has received a written request at least forty-eight (48) hours in advance of the scheduled Meeting. The following shall apply:

b. Unit Owners may speak at the start of the Meeting or during any discussion of a designated agenda item. The vote of the Board or of the Members, as applicable, will not be taken until all attending Unit Owners who requested an opportunity to speak have spoken;

c. Unit Owners may speak for no longer than three (3) minutes per speaker, unless the Board votes at the Meeting to extend the time allotted for each speaker, or unless the Chair of the Meeting waives such time limit in his or her reasonable discretion;

d. Unit Owners may speak only on matters specifically designated on the agenda; and

e. Unit Owners may speak only once at a Meeting, unless the Board votes at the Meeting or the Chair of the Meeting discretionarily rules to allow additional speaking opportunities.

24. THE RIGHT OF UNIT OWNERS TO TAPE RECORD OR VIDEOTAPE MEETINGS: Unit Owners shall have the right to tape record or videotape a Meeting, provided, the Association has received a written request at least forty-eight (48) hours in advance of the scheduled Meeting. The following shall apply:

a. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets;

b. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Unit Owners and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room; and

c. The Unit Owners videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

25. THE RIGHT OF THE ASSOCIATION TO BROADCAST NOTICE AND AGENDA ON CLOSED-CIRCUIT CABLE TELEVISION SYSTEM: The Association shall have the right to broadcast notices and agendas of the Association meetings on a closed-circuit cable television system serving the Condominium and Units, in lieu of or in addition to physically posting the same, provided, the following applies:

a. For postings in addition to physical postings, the notice and agenda shall be repeatedly broadcast at least once every broadcast hour of each day that a posted notice is otherwise required by law.

b. For postings in lieu of physical postings, the notice and agenda shall be repeatedly broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required by law.

c. Broadcast hours shall be from 9:00 a.m. until 5:00 p.m. or such other hours as the Association may adopt from time to time.

All broadcasts shall be of sufficient length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

26. MAIL BOXES AND MAIL AREA.

a. No Unit Owner, their lessees, their family members and guests shall be allowed to put a mail receptacle, or his or her name or street address on any exterior part of his or her Unit, except in such place and in the manner approved by the Association for such purpose.

b. The bulletin board located in the mail area of the lobby of the Condominium is designated by the Association as the official posting location for all Meeting Notices and other official announcements of the Association.

27. PARKING:

a. Unit Owners, their lessees, their family members and guests shall obey the parking and traffic regulations posted by the Association in the private streets, parking areas and drives, as such may be modified from time to time, for the safety, comfort and convenience of the users of the Condominium Property.

b. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles. Each vehicle must be parked within permitted lines or within the lines or other marked boundaries for a single vehicle.

c. There shall be no parking on the lawn areas, sidewalks, firelanes, or other public passageways.

d. Motorhomes, trailers, campers, boats, boat trailers, trucks larger than one (1) ton, vans or trucks used for commercial purposes or having substantially oversized tires, other recreational vehicles that do not fit in a standard parking space, and any unsightly, unlicensed or inoperable vehicles shall not be permitted to be parked, placed or stored in or on the Condominium Property, unless advance written approval is obtained from the Board.

e. No maintenance or repair shall be done upon or to any vehicles located on the Condominium Property, except in an emergency.

f. No Unit Owner, their lessees, their family members or guests shall be entitled to park a vehicle in the parking space of another Unit Owner, to park a vehicle in a parking space designated for another purpose (e.g., delivery parking spaces, guest parking spaces or Accessible handicapped parking spaces), or to park more than one vehicle at a time in the Unit Owner's assigned parking space.

g. When not in use, bicycles shall be racked in a general storage room or other area designated by the Association for such purpose, if any.

h. Washing, detailing, cleaning or waxing a vehicle shall not be permitted on Condominium Property, except in those areas and only during such times, if any, that the Association may establish for such purpose.

i. Unit Owners shall register their vehicles and the vehicles of their family members, lessees, and guests. The registration shall include the name, address and telephone numbers of those persons who regularly take vehicles onto the Condominium Property; a description of the vehicle, including its make, model, color and license plate number; and such other information as the Association may reasonably require in order to prevent unauthorized uses.

j. The Developer and its designees are exempt from these Rules and Regulations as they relate to vehicles engaged in any activity relating to construction, maintenance, or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium provided that no such vehicle is parked in a parking space assigned for the use of a particular Unit other than that of the Unit Owner or his or her tenant with the prior permission of such person.

k. The Association shall have the authority to tow vehicles parked in violation of these Rules and Regulations and shall notify the appropriate companies or individuals to remove vehicles that are in violation. In addition, when any tow is authorized under these Rules and Regulations, the duly authorized agents of the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.

l. All towing will be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these Rules and Regulations. The Association may enter into one or more agreements with appropriate towing companies or individuals to effect removal of vehicles pursuant to authorization under these Rules and Regulations.

m. All costs and expenses of towing shall be the responsibility of the Unit Owner, their lessee, their family member or guest responsible for the vehicle and may be charged as a part of the Common Expenses of that Unit Owner.

28. COMPLIANCE WITH RULES AND REGULATIONS:

a. Any Unit Owner their lessees, their family members and guests may report a violation of the Rules and Regulations to the Board. All reports of violations or other complaints are to be submitted in writing and will be considered confidential.

b. Each Unit Owner shall be held responsible for his or her actions and for the actions of his or her family members, tenants and guests. All persons other than the Unit Owners occupying Units must register with the Association before the time of their occupancy of the Unit, including their vehicles and pets as provided elsewhere in these Rules and Regulations. A Unit Owner and the current tenant of that Unit Owner are not permitted dual usage of the Condominium Property and Common Elements. Unless such rights are waived in writing by the tenant of a Unit Owner or the Unit Owner has usage rights by virtue of owning another Unit in the Condominium, the Unit Owner of the tenant is prohibited from using the Condominium Property and Common Elements during the term of the tenant's Lease.

c. Any damage to the Condominium Property or equipment of the Association caused by any Unit Owner or his or her Authorized Users shall be repaired or replaced at the expense of the Unit Owner responsible and charged as a part of his or her share of the Common Expenses.

d. Any consent or approval given under these Rules and Regulations by the Association may be revoked at any time by the Board.

e. All Unit Owners and their Authorized Users should refer to the Occupancy and Use Restrictions contained in the Declaration, which are binding upon all persons present on the Condominium Property.

f. The Board may impose up to a \$100.00 Fine or the maximum amount permitted by Applicable Law for each violation of these Rules and Regulations or any violation of the Declaration or the Bylaws in accordance with the process established in the Bylaws. Each separate incident which is grounds for a Fine shall be the basis of one separate Fine. Fines shall be paid not later than thirty (30) days after notice. All monies received from Fines shall be allocated by the Board.

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

These Rules and Regulations may be amended, modified, or repealed at any time by the Association in accordance with the Bylaws. If there is a conflict between the Rules and Regulations and the Declaration or the Bylaws, the Bylaws shall prevail over these Rules and Regulations and the Declaration shall prevail over both.

**HAMPSHIRE VILLAS CONDOMINIUM
ASSOCIATION, INC.**

By: _____
RAFAEL N. GOMEZ, President