

DECLARATION OF CONDOMINIUM

OF

PROVENCE, A CONDOMINIUM

UNITED CITIZENS MORTGAGE COMPANY,* a California corporation authorized to transact business in the State of Florida ("UCMC"), as the owner in fee simple of the "Land," and CHANNING CORPORATION XV, a Florida corporation, as "Developer" (as such terms are hereinafter defined), hereby make this Declaration of Condominium of Provence, A Condominium ("Declaration") to be recorded amongst the Public Records of Palm Beach County, Florida, where the Land is located and state and declare:

I SUBMISSION STATEMENT

UCMC and Developer hereby submit the "Condominium Property" (as hereinafter defined) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the 1984 Session of the Florida Legislature ("Act"). This is a "Phase Condominium" as contemplated by Section 718.403 of the Act. The plan created by the several phases of this Condominium is set forth in Articles V, VI and VII hereof.

II NAME

The name by which the condominium created hereunder (hereinafter referred to as the "Condominium") and the Condominium Property are to be identified is:

PROVENCE, A CONDOMINIUM

III LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is attached hereto and made a part hereof as Exhibit A ("Land"). The term Land shall also include the "Phase II Land," "Phase III Land," "Phase IV Land," "Phase V Land," "Phase VI Land," "Phase VII Land" and "Phase A Land" (as such terms are hereinafter defined) if, as and when added to the Condominium pursuant to this Declaration in accordance with Articles V, VI and VII hereof.

IV DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act, and for clarification the following terms have the following meanings:

A. "Act" means Chapter 718, Florida Statutes, 1976, as amended through the 1984 Session of the Florida Legislature.

B. "Annual Assessment" means a share of funds required for the payment of Common Expenses which is assessed annually by the Association against a Unit Owner pursuant to this Declaration.

C. "Approved Mortgagee" means any of the lenders described in Paragraph XVI.B hereof who have acquired a mortgage encumbering one (1) or more Units.

D. "Articles" mean the Articles of Incorporation of the Association.

* The name of this corporation is now 1st NATIONWIDE NETWORK MORTGAGE COMPANY.

PREPARED BY:

RETURN TO

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E. "Association" means Provence Condominium Association, Inc., a Florida corporation not for profit, responsible for the operation of the Condominium.

F. "Board" means the Board of Directors of the Association.

G. "Building" means a building in the Condominium.

H. "Bylaws" mean the Bylaws of the Association.

I. "Common Elements" mean the portions of the Condominium Property, including the Land, not included in the Units.

J. "Common Expenses" mean the expenses for which the Unit Owners are liable to the Association, as set forth in various sections of the Act, and the expenses described as Common Expenses in the Condominium Documents, and include:

(a) cost of operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance;

(b) assessments levied by the Via Verde Association against Units in the Condominium pursuant to the Via Verde Covenants; and

(c) any other expenses designated as Common Expenses by the Board.

K. "Condominium Documents" mean in the aggregate this Declaration, the Articles and Bylaws, the documents referred to therein and the rules and regulations adopted by the Association and any amendments thereto.

L. "Condominium Property" means the Land and all improvements thereon, including the Units, and all easements and rights appurtenant thereto intended for use in connection with the Condominium, excluding therefrom, however, all public utility installations, telecommunications lines and equipment owned by such utility and/or telecommunications firms, which have contracted with the Developer and/or the Association to provide utility and/or telecommunications service to Units and/or the Common Elements. Notwithstanding anything contained herein, none of the Phase II Land, Phase III Land, Phase IV Land, Phase V Land, Phase VI Land, Phase VII Land, nor the Phase A Land is included in the terms Land or Condominium Property until such Phase is submitted to condominium ownership pursuant to the provisions of this Declaration by an amendment hereto.

M. "County" means Palm Beach County, Florida.

N. "Courtyard" means the open area which is a Limited Common Element reserved for the exclusive use of a Unit as more particularly described on the survey, plot plan and graphic description of improvements for the phase in which such Unit is located.

O. "Declaration" means this document.

P. "Developer" means Channing Corporation XV, a Florida corporation, its successors and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the 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 respective instrument of conveyance or any other instrument executed by Developer.

Q. "Director" means a member of the Board.

R. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units, as more particularly set forth in Article XXXIV hereof.

S. "Phase" means certain land and improvements, as contemplated by Section 718.403 of the Act, which may become part of the Condominium by recording this Declaration or an amendment hereto.

T. "Project" means Provence according to the Plat thereof recorded in Plat Book 49, Page 174 of the Public Records of the County and is the land which would be included in the Condominium if all Phases of the Condominium were submitted to condominium ownership as part of the Condominium.

U. "Provence - A Condominium" or "Condominium" means certain land and improvements in the County which are submitted to condominium ownership pursuant to this Declaration and any recorded amendments hereto.

V. "Recreation Area" means Phase A and the recreational facilities located thereon.

W. "Special Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed by the Association pursuant to the Declaration against a Unit Owner in addition to the Annual Assessment.

X. "UCMC" means United Citizens Mortgage Company,* a California corporation authorized to transact business in the State of Florida, its grantees, successors and assigns. A Unit Owner shall not solely by the purchase of a Unit, be deemed a successor or assign of UCMC or the rights of UCMC under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by UCMC.

Y. "Unit" means "unit," as set forth in the Act, and is that part of the Condominium Property which is subject to exclusive ownership. The Units shall be in the improvements defined as "Building 1" in Paragraph V.A of this Declaration and in each residential Building described in an amendment to this Declaration, if any, adding any additional Phases to this Condominium.

Z. "Unit Owner" means "unit owner," as set forth in the Act, and is the owner of a Unit.

AA. "Unsubmitted Land" means the portions of the Project not included within the Condominium.

BB. "Via Verde" means the real property which is subject to the Via Verde Covenants.

CC. "Via Verde Association" means Vie Verde Homeowners Association, Inc., a Florida corporation not for profit formed for the purpose of administering and owning certain common areas in Via Verde for the benefit of the residents of Via Verde.

DD. "Via Verde Covenants" means the Declaration of Maintenance Covenants for Via Verde recorded in Official Records Book 2413, Page 1935 of the Public Records of the County and all amendments thereto.

V DESCRIPTION OF IMPROVEMENTS IN PHASE I

A. The Land and Improvements (collectively "Phase I") being submitted to condominium ownership pursuant to this Declaration are described on the "Phase I Survey" (as hereinafter defined). The improvements in Phase I include one (1) two-story residential apartment building ("Building 1") which contains, in addition to the Common Elements therein, a total of eight (8) Units. Each

* The name of this corporation is now 1st NATIONWIDE NETWORK MORTGAGE COMPANY.

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Unit in Phase I is identified by a three (3) digit Arabic numeral and no Unit bears the same designation as any other Unit. The Developer has provided no items of personal property in connection with Phase I.

B. Annexed hereto as Exhibit B, and made a part hereof, is a survey of Phase I, a graphic description of the improvements thereon and a plot plan thereof (collectively hereinafter referred to as the "Phase I Survey"). The Phase I Survey shows and identifies, among other things, the Common Elements, the Limited Common Elements and each Unit, and shows their relative locations and approximate dimensions. Attached to the Phase I Survey and made a part of this Declaration is a certificate prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

VI. DESCRIPTION OF IMPROVEMENTS IN PHASE II, PHASE III,
PHASE IV, PHASE V, PHASE VI, PHASE VII AND PHASE A

A. The Developer is developing the Condominium as a Phase Condominium as provided for by Section 718.403 of the Act. In addition to the Land as set forth on Exhibit A and improvements described on the Phase I Survey being submitted to condominium ownership pursuant to this Declaration, the Developer contemplates that certain other real property and improvements may, by amendment hereto, be added to the Condominium as an additional Phase ("Phase II," "Phase III," "Phase IV," "Phase V," "Phase VI," "Phase VII" and "Phase A," as hereinafter more particularly described). If additional Phases are added to the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such additional Phase or Phases.

B. 1. Phase II, if added to this Condominium pursuant to this Declaration by an amendment hereto, shall consist of the real property ("Phase II Land") more particularly described in the survey and plot plan attached hereto as Exhibit C and made a part hereof ("Phase II Survey"). The improvements shall include Building 2, which shall contain the Units more particularly described on Exhibit D attached hereto and made a part hereof. There shall be attached to an amendment hereto adding Phase II to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase II. Developer shall provide no items of personal property for the Common Elements within Phase II. If Phase II is submitted to condominium ownership pursuant to an amendment hereto, Phase II will be completed no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.

2. Phase III, if added to this Condominium pursuant to this Declaration by an amendment hereto, shall consist of the real property (the "Phase III Land") more particularly described in the survey and plot plan attached hereto as Exhibit E and made a part hereof ("Phase III Survey"). The improvements shall include Building 3, which shall contain the Units more particularly described on Exhibit F attached hereto and made a part hereof. There shall be attached to an amendment hereto adding Phase III to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase III. Developer shall provide no items of personal property for the Common Elements within Phase III. If Phase III is submitted to condominium ownership pursuant to an amendment hereto, Phase III will be completed no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.

3. Phase IV, if added to this Condominium pursuant to this Declaration by an amendment hereto, shall consist of the real property ("Phase IV Land") more particularly described in the survey and plot plan attached hereto as Exhibit G and made a part hereof ("Phase IV Survey"). The improvements shall include Building 4, which shall contain the Units more

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particularly described on Exhibit H attached hereto and made a part hereof. There shall be attached to an amendment hereto adding Phase IV to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase IV. Developer shall provide no items of personal property for the Common Elements within Phase IV. If Phase IV is submitted to condominium ownership pursuant to an amendment hereto, Phase IV will be completed no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.

4. Phase V, if added to this Condominium pursuant to this Declaration by an amendment hereto, shall consist of the real property ("Phase V Land") more particularly described in the survey and plot plan attached hereto as Exhibit I and made a part hereof ("Phase V Survey"). The improvements shall include Building 5, which shall contain the Units more particularly described on Exhibit J attached hereto and made a part hereof. There shall be attached to an amendment hereto adding Phase V to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase V. Developer shall provide no items of personal property for the Common Elements within Phase V. If Phase V is submitted to condominium ownership pursuant to an amendment hereto, Phase V will be completed no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.

5. Phase VI, if added to this Condominium pursuant to this Declaration by an amendment hereto, shall consist of the real property ("Phase VI Land") more particularly described in the survey and plot plan attached hereto as Exhibit K and made a part hereof ("Phase VI Survey"). The improvements shall include Building 6, which shall contain the Units more particularly described on Exhibit L attached hereto and made a part hereof. There shall be attached to an amendment hereto adding Phase VI to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase VI. Developer shall provide no items of personal property for the Common Elements within Phase VI. If Phase VI is submitted to condominium ownership pursuant to an amendment hereto, Phase VI will be completed no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.

6. Phase VII, if added to this Condominium pursuant to this Declaration by an amendment hereto, shall consist of the real property ("Phase VII Land") more particularly described in the survey and plot plan attached hereto as Exhibit M and made a part hereof ("Phase VII Survey"). The improvements shall include Building 7, which shall contain the Units more particularly described on Exhibit N attached hereto and made a part hereof. There shall be attached to an amendment hereto adding Phase VII to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase VII. Developer shall provide no items of personal property for the Common Elements within Phase VII. If Phase VII is submitted to condominium ownership pursuant to an amendment hereto, Phase VII will be completed no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.

7. Phase A (the Recreation Area), if added to this Condominium pursuant to this Declaration by an amendment hereto, shall consist of the real property ("Phase A Land") more particularly described in the survey and plot plan attached hereto as Exhibit O and made a part hereof ("Phase A Survey"). The improvements shall include a small building, whirlpool and a swimming pool. There shall be attached to an amendment hereto adding Phase A to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase A. Developer shall provide the following items of personal property for the Common Elements within Phase A: ten (10) chaise lounges and ten (10) deck chairs. If Phase A is submitted to condominium ownership pursuant to an amendment hereto, Phase A will be completed no later than seven (7) years from the date of recording this Declaration amongst the Public Records of the County.

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C. The descriptions relating to phases or Exhibits in this Article VI or Article VII hereof, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Unit in such Phase to a Unit Owner. Such an amendment shall neither require the execution thereof by Unit Owners other than Developer, nor the execution thereof by the Association, Approved Mortgagees or any other person, persons or entity unless (a) Developer changes the proportion by which a Unit Owner other than Developer or UCMC shares the Common Expenses and the "Common Surplus" (as defined in the Act) or owns the Common Elements, in which event such Unit Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Approved Mortgagees of record holding mortgages on the affected Unit must consent in writing thereto; or (b) such change materially and adversely affects a Unit Owner as determined by the Developer in the reasonable discretion of the Developer, in which event such Unit Owner and the Approved Mortgagee of record holding the mortgage on the affected Unit must consent thereto in writing or such amendment must be adopted in accordance with Article XXVI hereof. While Developer plans to include the number of Units in each Phase set forth in the following chart, the Act requires that the Declaration also set forth the minimum and maximum number of Units in each Phase which information is also set forth in the following chart.

Phase	Developer Plans	Minimum Number of Units	Maximum Number of Units
I	8	8	10
II	6	5	6
III	6	5	6
IV	8	8	10
V	8	8	10
VI	8	8	10
VII	6	5	6
A	0	0	0

While Developer plans that the general size for each Unit to be included in each Phase will be either approximately one thousand seven hundred eighty (1,780) square feet in a two (2) bedroom Unit or two thousand one hundred (2,100) square feet in a three (3) bedroom Unit, Developer reserves the right to include in the Condominium Units ranging in size from a minimum of one thousand three hundred (1,300) square feet to a maximum of two thousand eight hundred (2,800) square feet.

VII PHASE DEVELOPMENT

A. 1. The Common Elements shown on the Phase I Survey and included in Phase I will be owned by all Unit Owners in all phases submitted to condominium ownership pursuant to this Declaration or amendments hereto, if any.

2. If any Phase other than Phase I is not added as part of the Condominium by amendment to this Declaration, no portion of such Phase (including, but not limited to, the Common Elements constituting a portion of such Phase) shall become a part of the Condominium.

3. If any Phase is added to the Condominium, then all of the Common Elements constituting a portion of such Phase shall become a part of the Condominium, with such Common Elements being owned by all Unit Owners in all Phases constituting a portion of the Condominium.

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B. 1. If only Phase I is submitted to condominium ownership pursuant to this Declaration, there will be eight (8) Units, each having one (1) vote in the Association and each having the undivided share of ownership in the Common Elements as set forth in Exhibit P-1 attached hereto and made a part hereof.

2. If only Phases I and II are submitted to condominium ownership pursuant to this Declaration, there will be a total of fourteen (14) Units, each having one (1) vote in the Association and each having the undivided share of ownership in the Common Elements as set forth in Exhibit P-2 attached hereto and made a part hereof.

3. If only Phases I, II and III are submitted to condominium ownership pursuant to this Declaration, there will be a total of twenty (20) Units, each having one (1) vote in the Association and each having the undivided share of ownership in the Common Elements as set forth in Exhibit P-3 attached hereto and made a part hereof.

4. If only Phases I, II, III and IV are submitted to condominium ownership pursuant to this Declaration, there will be a total of twenty-eight (28) Units, each having one (1) vote in the Association and each having the undivided share of ownership in the Common Elements as set forth in Exhibit P-4 attached hereto and made a part hereof.

5. If only Phases I, II, III, IV and V are submitted to condominium ownership pursuant to this Declaration, there will be a total of thirty-six (36) Units, each having one (1) vote in the Association and each having the undivided share of ownership in the Common Elements as set forth in Exhibit P-5 attached hereto and made a part hereof.

6. If only Phases I, II, III, IV, V and VI are submitted to condominium ownership pursuant to this Declaration, there will be a total of forty-four (44) Units, each having one (1) vote in the Association and each having the undivided share of ownership in the Common Elements as set forth in Exhibit P-6 attached hereto and made a part hereof.

7. If only Phases I, II, III, IV, V, VI and VII are submitted to condominium ownership pursuant to this Declaration, there will be a total of fifty (50) Units, each having one (1) vote in the Association and each having the undivided share of ownership in the Common Elements as set forth in Exhibit P-7 attached hereto and made a part hereof.

8. If Phase A is submitted to condominium ownership, the number of Units and their respective undivided shares of ownership in the Common Elements shall not be affected.

C. Developer, in its absolute discretion, reserves the right to add or not to add the Phase II Land, Phase III Land, Phase IV Land, Phase V Land, Phase VI Land, Phase VII Land or Phase A Land as part of the Condominium. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII or Phase A, as the case may be, shall be affected or encumbered by this Declaration other than by Paragraphs XII.C and F hereof unless and until such Phase is added to the Condominium by amendment to this Declaration recorded amongst the Public Records of the County. Notwithstanding the fact that the foregoing portion of this Paragraph C is self-operative, if the Developer determines not to add Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII or Phase A, or all of them, to the Condominium, Developer may, in addition to any actions otherwise required by the Act, record amongst the Public Records of the County, a notice to the effect that Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII or Phase A, or all of such Phases, will not be added to the Condominium.

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VIII UNDIVIDED SHARES IN COMMON ELEMENTS

Each of the Units shall have appurtenant thereto an undivided share in the Common Elements as set forth in Paragraph VII.B hereof subject, however, to the rights of Unit Owners to use the Common Elements in accordance with the provisions of this Declaration.

IX SHARES IN COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses shall be shared and the Common Surplus shall be owned by each Unit Owner in proportion to each Unit Owner's share in the Common Elements set forth in Paragraph VII.B hereof.

X VOTING RIGHTS OF UNIT OWNERS

A. Each owner or the owners collectively of the fee simple title of record of a Unit shall be entitled to one (1) vote in the Association with respect to matters on which a vote by Unit Owners is taken pursuant to the Condominium Documents or the Act.

B. The vote of the owners of a Unit owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a "Voting Certificate" (as defined in the Act) executed by all of the owners of the Unit, or if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. If such a Voting Certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph X.B above, whenever any Unit is solely owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the spouse present may cast the Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered.

3. Where neither spouse is present, the person designated in a Proxy signed by either spouse may cast the Unit vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Unit shall not be considered.

XI ASSOCIATION

A. The Association, a corporation not for profit, organized and existing under the laws of the State of Florida, is responsible for the operation of

the Condominium. A true copy of the Articles of the Association is hereto annexed as Exhibit Q and made a part hereof. A true copy of the Bylaws of the Association is hereto annexed as Exhibit R and made a part hereof.

B. Each Unit Owner shall be a member of the Association in accordance with the provisions of the Articles.

C. The Condominium is being developed by Developer under a phase development plan as set forth in Articles V, VI, and VII hereof. However, nothing contained in the Condominium Documents shall require the Developer to submit any or all of the phases to condominium ownership pursuant to this Declaration.

D. Notwithstanding anything contained in this Declaration to the contrary, the Association shall be required to obtain the approval of two-thirds (2/3) of all Unit Owners prior to commencing any lawsuit other than for the following purposes:

1. The collection of assessments;
2. The collection of other charges which Unit Owners are obligated to pay pursuant to the Condominium Documents;
3. The enforcement of the use and occupancy restrictions contained in the Condominium Documents;
4. The enforcement of the restrictions on the sale, lease and other transfer of Units contained in the Condominium Documents; or
5. In an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Condominium Property or to Unit Owner(s).

E. Prior to the turnover of control of the Association to Unit Owners other than Developer, the Association shall not enter into contracts in which the Association is bound unless the Association has a right to terminate such contract, without cause, and such right is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party. The Association shall also not enter into any contract in excess of three (3) years.

XII EASEMENTS

A. Perpetual Nonexclusive Easement to Public Ways

1. The walks or other rights-of-way in the Condominium or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over, and across the same to dedicated streets which easement is hereby created in favor of: (i) the Developer, UCMC and the Association, their agents and employees; (ii) all the Unit Owners and their lessees for their use and for the use of their family members, guests and invitees; and (iii) for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

2. Notwithstanding anything to the contrary contained in this Paragraph A, the easements described and set forth in this Paragraph A are intended to comply, and if they do not comply, then shall be deemed to comply with Section 718.104(4)(m) of the Act.

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B. Easements on Common Elements

UCMC and Developer, for themselves, their nominees and the Association, reserve the right to grant permits and licenses over the Common Elements and to impose upon the Common Elements, henceforth and from time to time, exclusive and nonexclusive easements in favor of governmental authorities and agencies and private concerns for purposes of ingress and egress to and from all portions of the Condominium and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television, security, garbage and waste removal and other improvements as UCMC and Developer or the Board deems to be necessary and proper for the Condominium. UCMC and Developer further reserve an easement in favor of UCMC and/or Developer for ingress and egress upon the Common Elements for the purpose of transacting business necessary to consummate the construction, sale, lease or encumbrance of Units in the Condominium and Units in the Unsubmitted Land or other locations, now or hereafter existing.

C. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto (including improvements upon the Unsubmitted Land) or caused by minor inaccuracies in building or rebuilding of such improvements. In addition, the Unsubmitted Land, until added to the Condominium, shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in building or rebuilding of such improvements. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements. The above easements shall continue until such encroachments no longer exist.

D. Parking Space Easements

In the event Developer and UCMC determine at any time in their sole discretion that any unenclosed parking spaces located in the Condominium are intended to serve dwelling units located within the Unsubmitted Land, then Developer and UCMC may record one (1) or more easements reserving the exclusive use of such unenclosed parking spaces to such dwelling units.

E. Nonexclusive Easements over the Condominium for the Unsubmitted Land

Until each Phase is added to the Condominium pursuant to an amendment hereto, UCMC and Developer reserve the right to impose whether or not UCMC and Developer own any Units in the Condominium and hereby impose upon the driveway portions of the Common Elements, as described in the Declaration as amended or hereafter located within the Condominium, a perpetual nonexclusive easement for ingress and egress and access to, over and across the same to dedicated streets, which easement shall be in favor of the owners of any portions of the Unsubmitted Land and an appurtenance thereto for their use and their lessees' use and the use of their family members, guests, invitees, employees, agents or contractors for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including the movement of construction materials and equipment in connection with the construction of any improvements upon the Unsubmitted Land. Until each Phase is added to the Condominium, UCMC and Developer hereby impose upon the Common Elements of the Condominium a nonexclusive easement for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission (including cable

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television), other improvements, security, garbage and waste removal and the like serving the Unsubmitted Land. UCMC and Developer specifically reserve the right to tie into any existing utilities or other facilities located within the Condominium necessary for providing such utilities and services to the Unsubmitted Land. Developer may execute and record amongst the Public Records of County such easements, if any, as UCMC and Developer, in their sole discretion, determine to be necessary to impose the easements referred to in this Paragraph.

F. Nonexclusive Easement over Phase A

If Phase A, which is the Phase containing the Recreation Area and no Units, is submitted to condominium ownership as part of the Condominium, Phase A and the walkways and other rights-of-way in the Condominium necessary to provide access to Phase A from the Unsubmitted Land shall be subject to a nonexclusive easement in favor of the owners of any portions of the Unsubmitted Land and such easement shall be an appurtenance to the Unsubmitted Land for the use of such owners and the use of their family members, guests, lessees and invitees. The rights of such persons to use the facilities located within Phase A and access ways to such facilities within the Common Elements shall never be less than equal to the rights of Unit Owners to use such facilities except as hereinafter set forth. Such persons shall comply with the requirements of the Condominium Documents regarding the use of such facilities while using such facilities. The owners of "Contributing Dwelling Units" (as hereinafter defined) on the Unsubmitted Land shall pay a pro rata portion of the cost of maintaining such facilities ("Recreation Area Expenses").

A dwelling unit on the Unsubmitted Land becomes a "Contributing Unit" on the first day of the month following the occupancy thereof for residential purposes or the conveyance thereof by UCMC to a purchaser who is not a successor or assign of UCMC and/or Developer's rights hereunder. By way of example, if there are twenty (20) dwelling units in the Condominium and twenty (20) Contributing Units, then the owners of the Contributing Units shall be obligated to pay one-half (1/2) of the Recreation Area Expenses. This obligation shall be assessed by the Association against each Contributing Unit and such assessment together with interest thereon at the highest rate permitted by law and costs of collection, if any, including court costs and reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings, shall be the personal obligation of the owner of such Contributing Unit and are hereby declared to be a charge and continuing lien on each Contributing Unit; provided, however, such lien shall be effective only from and after the time of recording amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount of such lien as of the date of such statement. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a statement of satisfaction of lien in form for recording. Notwithstanding anything to the contrary contained in this Declaration, in the event a mortgagee obtains title to a Contributing Unit as a result of foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for its share of Recreation Area Expenses or assessments therefor pertaining to such Contributing Unit or chargeable to the owner thereof which became due prior to the acquisition of title of such Contributing Unit as a result of such foreclosure, or deed in lieu of foreclosure, and shall be entitled to receive from the Association a release of lien in form for recording unless such expense or assessment is secured by a claim of lien as recorded amongst the Public Records of the County prior to the recording of the foreclosed mortgage or mortgage for which a deed is given in lieu of foreclosure. The Association may bring an action in equity to foreclose such lien in like manner as a foreclosure of a mortgage on real property or, without waiving any lien rights and rights of foreclosure, file an action at law to collect such unpaid assessment together with the charges heretofore set forth.

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G. Additional Easements

The Condominium Property is also subject to all easements affecting the Condominium Property recorded in the Public Records of the County. Further, the Condominium Property is also subject to the easement(s) reflected on the survey, plot plan and graphic description of improvements for each Phase which has been submitted to condominium ownership pursuant to this Declaration or an amendment hereto.

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

A. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, rather than levying and assessing such tax or special assessment against each Unit ("New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association or, if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Unit Owners. Each Unit Owner shall be assessed by and shall pay to the Association a portion of the New Tax equal to that proportion by which such Unit Owner shares in the Common Elements. In the event that any New Tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the Special Assessment attributable to such New Tax, and the portions of such New Tax allocated to a Unit shall be and constitute a lien upon such Unit to the same extent as though such New Tax had been separately levied by the taxing authority upon each Unit at the time of the Annual Assessments following such budget or the levying of such Special Assessment.

B. All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

XIV OCCUPANCY AND USE RESTRICTIONS

A. The Units shall be used for single-family residences only. For purposes of this Article XIV, a "family" is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit. No separate part of a Unit may be rented, and no transient (as defined in Chapter 509, Florida Statutes 1984) may be accommodated therein. Units may be rented in accordance with the provisions of Paragraph XIV.B hereof and Article XVI hereof and the Association's rules and regulations. Except as set forth in Paragraph XXVII.B hereof, no trade, business, profession or other type of commercial activity may be conducted in any Unit. This limitation is not intended to preclude a resident in the Condominium from carrying on activities normally carried on at home in connection with his occupation, such as telephone calls, working with a home computer or writing a book, which do not adversely affect other residents, but this provision is intended to prohibit commercial activities which adversely affect other residents of the Condominium by increasing traffic and noise in the Condominium.

B. No Unit may be rented for a term of less than three (3) months and no Unit may be rented more than two (2) times within any twelve (12)-month period; provided, however, that if a lease of a Unit is terminated more than thirty (30) days prior to the expiration of its term because a tenant defaulted or requested an early termination, such lease shall not be counted for purposes of determining whether a Unit has been rented more than two (2)

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times within any twelve (12)-month period. Where a Unit is leased, lessees or tenants under said leases and their family members and guests shall be subject to the occupancy and use restrictions applicable to Unit Owners and any additional restrictions applicable to lessees or tenants set forth in the Condominium Documents.

C. Where a Unit is owned by a corporation or other legal entity, a Certificate of Residency shall be executed by properly designated officers, partners or principals of such legal entity, designating a permanent resident for the Unit. The permanent resident designated by such entity shall be subject to the occupancy and use restrictions set forth in the Condominium Documents.

D. A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not make nor permit any disturbing noises in his Unit or upon the Common Elements. In addition, Unit Owners shall not permit their family, servants, employees, agents, visitors or licensees to do anything that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall commit or permit to be committed any nuisance or immoral or illegal act in his Unit or on the Common Elements. The Board may require a Unit Owner to install carpet over padding meeting the specifications established by the Board or place area rugs in the bedrooms, den, living room and dining room areas of a Unit in order to curtail noise disturbing other Unit Owners. No floor covering except carpeting or area rugs may be installed in a Unit without the prior written consent of the Association, which consent may be withheld by the Association in its sole and absolute discretion. No Unit Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a phonograph, tape recorder, television set or radio in the Unit between the hours of 11:00 p.m. and the following 9:00 a.m. If the same shall disturb or annoy other occupants of the Condominium. No Unit Owner shall give or permit to be given vocal or instrumental instruction on the Condominium Property which creates a nuisance to another Unit Owner or lessee, as determined by the Board.

E. Except as set forth in Paragraph XXVII.B hereof, no Unit Owner shall display any sign, advertisement or notice of any type on the exterior of his Unit, the Common Elements or at any window or other part of his Unit; no Unit Owner shall erect any exterior antennas or aerials upon his Unit or the Common Elements; and no Unit Owner shall cause anything to project out of any window, door, patio or balcony of his Unit except as may be approved in writing by the Association.

F. Only common household pets weighing not more than fifteen (15) pounds at maturity, such as dogs and cats, aquarium fish and caged birds, shall be permitted and allowed to remain provided any such pet is not a nuisance to other Unit Owners. There shall be no more than one (1) cat or dog per Unit. A Unit Owner, by his purchase of a Unit, agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Condominium Property. If a dog or other animal becomes obnoxious to other Unit Owners or lessees by its barking or otherwise, then the Unit Owner having such pet must cause that problem to be corrected and if it is not corrected, the Unit Owner, upon written notice from the Association, will be required to permanently remove the animal from the Condominium Property. A Unit Owner shall not keep any other animals, livestock or poultry in his Unit, nor may any of the same be raised, bred or kept upon any portion of the Condominium Property. A tenant or lessee of a Unit Owner or any guest of a Unit Owner

shall not be allowed to keep a dog on the premises. No dogs shall be permitted on the Common Elements except on a leash. Pets may be prohibited from certain portions of the Common Elements designated by the Board.

G. No clothesline or other similar device shall be allowed on any portion of the Condominium Property if such is visible from outside a Unit.

H. Each Unit Owner shall keep his Unit and the Limited Common Elements serving only his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, balcony or patio thereof, any dirt or other substances. Furthermore, no Unit Owner shall allow anything whatsoever to fall from the doors, windows, balcony or patio of his Unit.

I. No awnings, curtains, shades, window guards, light reflective materials, aluminum foil, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be attached or affixed to the exterior of or be used in or about a Unit 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.

J. Each Unit Owner who plans to be absent from his Unit during the hurricane season (June 1 through November 1) must prepare his Unit and the Limited Common Elements serving only his Unit prior to his departure by removing all furniture, potted plants and other movable objects from his balcony or patio and his Limited Common Elements and by designating a responsible firm or individual, satisfactory to the Association, to care for his Unit should the Unit suffer hurricane damage, which firm or individual must contact the Association for approval to install or remove hurricane shutters.

K. Waterclosets and other water apparatus on the Condominium Property shall not be used for any purposes other than those for which they were constructed. A Unit Owner shall pay for any damage to the Units, the contents thereof and/or the Common Elements caused by the misuse of waterclosets or other apparatus in his Unit. Liability for any damage to a Unit caused by the moving or carrying of any article on the Condominium Property shall be borne by the Unit Owner responsible for the presence of that article. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any of his family members, guests, employees, agents, licensees, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements. A Unit Owner shall also be liable for any personal injuries caused on the Condominium Property by his negligent acts, those of any of his family members, guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

L. No Unit Owner shall use or permit to be brought onto any portion of the Condominium Property any inflammable oils or fluids such as gasoline (except in his motor vehicle), kerosene, naphtha, benzine or other explosives or articles deemed by the Association to be extra hazardous to life, limb or property. The foregoing shall not preclude use or storage of a maximum of two (2) twenty (20)-pound or smaller cylinders of gas for use in a gas grill in a Unit or the Limited Common Elements appurtenant thereto, provided appropriate safeguards are observed.

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M. The Association may promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners.

XV UNENCLOSED PARKING SPACES

A. Assignment of Unenclosed Parking Spaces

In addition to the use of the garage included in his Unit, each Unit Owner shall have the use of one (1) unenclosed parking space ("Unenclosed Parking Space"). At the time of the conveyance of a Unit from UCMC, there shall be assigned to the Unit Owner thereof the use of one (1) Unenclosed Parking Space. The particular Unenclosed Parking Space so assigned shall be selected by the Developer. The assignment by the Developer to a Unit Owner of the use of an Unenclosed Parking Space will be made by a written "Assignment of Use of Unenclosed Parking Space" ("Assignment") in which the particular Unenclosed Parking Space is described. The Assignment will be delivered at the time of delivery of the deed to the Unit. The Association shall maintain a file ("File") for the purpose of recording the current assignee of each Unenclosed Parking Space. Upon assignment of the use of an Unenclosed Parking Space by Developer, Developer shall cause the Association to record such assignment in the File, and the Unit Owner to which such use is assigned shall have the exclusive rights of use thereof. The right to use the Unenclosed Parking Space shall thereupon be appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of such Unenclosed Parking Space is appurtenant, the Unit Owner receiving title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer in the File. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Unenclosed Parking Space and the name of the transferee and the transferee's Unit number.

B. Restrictions on Separate Transfer of Unenclosed Parking Spaces

1. The use of an assigned Unenclosed Parking Space may be transferred by a Unit Owner to another Unit Owner, provided that the transferor shall execute a written Assignment which shall describe the Unenclosed Parking Space, the Unit to which it was appurtenant, the name of the transferee and the transferee's Unit number and furnish a true copy of the same to the Association, which shall record the Assignment in the File.

2. Notwithstanding any provisions herein contained to the contrary, there shall always be the use of at least one (1) Unenclosed Parking Space appurtenant to each Unit, and no transfer shall be made which shall result in a Unit having the use of no Unenclosed Parking Space appurtenant thereto.

XVI CONVEYANCES, SALES AND MORTGAGES

In order to assure a community of congenial and responsible Unit Owners and to protect the value of the Units, the sale, leasing and mortgaging of Units shall be subject to the following provisions:

A. Sale or Lease

No Unit Owner may convey, transfer or dispose of his Unit or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Unit Owner) without approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time a Unit Owner intends to convey, transfer or dispose of his Unit or any interest therein by sale, lease or otherwise, such Unit Owner ("Offeror") shall give written notice to the Association of such intention ("Notice") together with the name and address of the intended purchaser, lessee or transferee, a copy of the executed contract or lease ("Offering") and such other information as the Association may reasonably require on forms supplied by the Association. The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser, lessee or transferee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, registered mail or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval") or furnish to the Offeror by written notice ("Substitution Notice") the name and address of a purchaser, lessee or transferee approved by the Association to accept the terms of the Offering ("Substituted Purchaser or Lessee").

(a) The Approval shall be in writing in recordable form signed by any two (2) members of the Board ("Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser, lessee or transferee named in the Offering. Failure of the Board to grant Approval or to furnish a Substituted Purchaser or Lessee within thirty (30) days after the Notice is given shall constitute approval of the Offering, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser, lessee or transferee of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee; provided, however, that the Substituted Purchaser or Lessee shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale, lease or transfer of the Offeror's Unit. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser or Lessee. Upon closing with the Substituted Purchaser or Lessee, the Association shall deliver its Certificate of Approval.

(c) In the event the Substituted Purchaser or Lessee furnished by the Association pursuant to this Subparagraph shall default in his obligation to purchase or lease such Unit, as the case may be, then the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser, lessee or transferee of the Offeror named in the Offering.

(d) Notwithstanding the provisions of this Paragraph, the Association shall not be required to furnish a Certificate of Approval or a Substituted Purchaser or Lessee if the intended occupant, whether purchaser, lessee or transferee, would not be permitted pursuant to the Occupancy and Use Restrictions set forth in Article XIV of this Declaration.

B. Mortgages

No Unit Owner may mortgage his Unit or any interest therein without the approval of the Association, except to: (1) a federal or state savings and loan, building and loan association, commercial bank doing business in the State of Florida, bank, real estate investment trust, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof

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licensed or qualified to make mortgage loans in the State of Florida, or a national banking association chartered under the laws of the United States of America; (ii) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; (iii) any and all lenders, the successors or assigns of such lenders, which have loaned money to UCMC and/or Developer and which hold a mortgage upon any portion of the Condominium securing such a loan; (iv) such other lenders as the Board shall approve in writing; (v) a life insurance company doing business in the State of Florida and approved by the Commissioner of Insurance of the State of Florida; (vi) UCMC and/or Developer; (vii) such lenders as the Developer shall approve in writing for so long as Developer owns a Unit; (viii) a Unit Owner who accepts a purchase money mortgage as part of the consideration for the sale of his Unit; (ix) any pension or profit sharing funds qualified under the Internal Revenue Code; or (x) the Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development. The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

C. Acquisition by Gift, Devise or Inheritance

1. Any person who has obtained a Unit by gift, devise, inheritance or by any other method not heretofore considered (except for the spouse, children or parents of the immediately previous Unit Owner of such Unit) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Unit or interest therein as may be reasonably required by the Association and a certified copy of the instrument by which such Unit or interest therein was obtained. If such notice is not given to the Association, then after receiving knowledge thereof the Association shall proceed in accordance with the following Paragraph 2 as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association shall have the right either to approve or disapprove such transfer of title. Approval of the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this Paragraph 2 within such thirty (30)-day period, such failure to act shall be deemed to constitute such approval and the Association shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30)-day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the proposed purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers so selected; unless, within ten (10) days after the name of the purchaser has been furnished to the person holding title, the purchaser and the person holding title agree upon either of the following methods: (a) by mutual agreement by the purchaser and the person holding title; or (b) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration.

3. In the event the purchaser furnished by the Association, pursuant to Subparagraph 2 above, shall default in his obligation to purchase

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such Unit, then the Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver the Certificate of Approval.

4. If a person who has acquired title by gift, devise or inheritance would not be permitted to occupy the Unit pursuant to the Occupancy and Use Restrictions set forth in Article XIV of this Declaration, then such person may not occupy the Unit, notwithstanding that the Association shall have failed to furnish a purchaser who will purchase the Unit at its fair market value.

D. Rights of Approved Mortgagee in Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Approved Mortgagee, upon becoming a Unit Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become a Unit Owner as a result of a foreclosure sale by an Approved Mortgagee, shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Unit without prior approval of the Board, and the provisions of Paragraphs XVI.A, B, and C hereof shall not apply to such persons. For purposes of this Paragraph D, the term "Approved Mortgagee" shall not include a mortgagee who is an Approved Mortgagee solely because of having taken back a mortgage as a portion of the consideration for the sale of his Unit.

XVII MAINTENANCE, REPAIRS AND ALTERATIONS

A. Unit Owners

1. Except for those portions of the Unit to be maintained by the Association, as hereinafter described, each Unit Owner shall maintain in good condition and repair and replace at his expense, when necessary, all portions of his Unit, including his garage and his balcony or patio and, if the Unit is on the second floor, the first floor enclosed entry way to his Unit, and all interior surfaces within or surrounding his Unit, such as the surfaces of the walls, ceilings and floors and the fixtures therein, including air conditioning equipment and exhaust fans. A Unit Owner shall be responsible to clean, maintain and repair and replace the inside and outside surfaces of all windows and doors for his Unit; provided, however, that any repainting of exterior surfaces shall be done by the Association. In addition, each Unit Owner shall be responsible for maintaining, repairing and replacing the air conditioning equipment (including compressor and coolant lines between such compressor and the Unit) located outside his Unit which is for the exclusive use of his Unit. Each Unit Owner shall pay for any utilities which are separately metered and charged to his Unit. Each Unit Owner must promptly perform all such maintenance, repairs, and replacement which if not performed would affect a Unit belonging to any other Unit Owners or the Condominium Property. Each Unit Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Unit shall be maintained and repaired in accordance with the final building plans of the Condominium Property used by Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration or by Developer as provided in Article XXV of this Declaration.

2. The interior (including landscaping but not including the sprinklers) of each Courtyard which is completely enclosed by a wall or fence, without any gate or other means of access for the Association except through the Unit served thereby, shall be maintained in a neat, aesthetically pleasing and proper condition and repaired by the Unit Owner entitled to use such Courtyard at his expense. Also the interior (including landscaping but not including the sprinklers) of each Courtyard which would otherwise be maintained by the Association, which has been modified by the Unit Owner

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entitled to the exclusive use thereof, shall be maintained in a neat, aesthetically pleasing and proper condition and repaired by such Unit Owner; provided, however, if the Board determines that the modifications are of such a nature that the Association can still perform, without undue burden on the Association, the same maintenance and repair functions for such modified Courtyards as the Association performs for other Courtyards which have not been modified, then the Association shall still continue to perform such maintenance and repair functions. A Unit Owner shall maintain any improvement within a Courtyard in the front of a building which is not common to all Courtyards similarly located. The Unit Owner shall also maintain and repair any improvement within a Courtyard located at the side or the rear of the building if such improvement is not common to Courtyards similarly located. Examples of such unique improvements in a Courtyard are wood decks, concrete slabs or tile which are to be maintained, repaired and replaced by the Unit Owner entitled to the exclusive use thereof.

3. No Unit Owner shall make any alteration to the Common Elements or the portions of a Unit which are maintained by the Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by a Unit Owner shall be deemed to detrimentally affect the architectural design of the Condominium Property, unless the Board consents thereto in writing. Notwithstanding the foregoing, a Unit Owner may make alterations to the Courtyard at the rear or along the side of his Unit reserved to the exclusive use of his Unit provided he submits to the Board a written proposal outlining with reasonable detail the proposed changes, and the Board gives its prior written approval of the changes to be made.

4. Except as set forth herein to the contrary, no Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion or surfaces of the Condominium Property, including without limitation, the Courtyards, balconies, patios, doors and/or windows; place any awnings, screening or hurricane shutters on or in any Unit; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door or other similar item without first obtaining written approval by the Board, which approval the Board may withhold in its sole and absolute discretion. The Board shall not grant any approval contemplated by this Subparagraph, if in its opinion, the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

5. Each Unit Owner shall repair, maintain and replace as necessary all piping, wiring, ducts, conduits, appliances and other facilities for the furnishing of utility services located within or outside his Unit and serving only his Unit and/or the Limited Common Elements appurtenant thereto. All such repairs, maintenance and replacements shall be done in a good and workmanlike manner, and such repairs shall be paid for by and be the financial obligation of such Unit Owner.

6. Each Unit Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Unit and the Limited Common Elements appurtenant thereto from time to time, during reasonable hours, as may be necessary for inspection, maintenance, repair or replacement to the Unit and of any part of the Common Elements therein or accessible therefrom, or at any time as may be necessary for emergency repairs to prevent damage to the Common Elements or to another Unit. Except in the case of emergency, entry will be made by prearrangement with the respective Unit Owner.

B. The Association

1. The Association shall repair, maintain and replace as necessary all of the Common Elements (except for the Limited Common Elements, which are the responsibility of Unit Owners) and all exterior surfaces of the Condominium Property, including exterior surfaces of Units, and shall maintain, repair and replace all facilities not within the Units for the furnishing of any and all utility services thereto as necessary. The Association shall maintain the exterior walls or fences of each Courtyard and shall maintain the interior of each Courtyard to which the Association has access to other than by means of through the Unit served by such Courtyard. Notwithstanding the foregoing, in the event a Courtyard has been modified by a Unit Owner, the interior thereof shall not be maintained by the Association unless the Board determines that such modifications are of such a nature that the Association can still, without undue burden on the Association, perform the same maintenance and repair functions for such Courtyard as modified as the Association performs for other Courtyards which have not been modified. The Association shall maintain all sprinklers installed by the Developer or the Association within a Courtyard.

In the event any Unit Owner fails to perform his obligations under this Declaration with respect to the maintenance, repair and replacement of Limited Common Elements ("Defaulting Owner") as shall be determined by UCMC and/or Developer, in the sole discretion of either; as long as UCMC and/or Developer own any Unit or any portion of the Unsubmitted Land, or as shall be determined by the Association in its sole discretion, UCMC and/or Developer or the Association shall have the right, but not the obligation, upon ten (10) days' written notice, to enter the Courtyard of the Defaulting Owner for the purpose of performing the maintenance referred to, set forth and described in the notice including but not limited to mowing, removing, cleaning, cutting or pruning of grass; underbrush, weeds or other growth and staining, painting or other maintenance, repairs or replacements of the improvements located within the Courtyard. The cost of performing such maintenance and the expenses of collection (if any), including court costs and reasonable attorneys' fees, shall be assessed against the Defaulting Owner and there shall become a lien upon the Unit of the Defaulting Owner. The Defaulting Owner shall be personally liable to UCMC and/or Developer or the Association, as the case may be, for the payment of an amount assessed against the Defaulting Owner and for all costs of collecting same plus interest and attorneys' fees and court costs at all trial and appellate levels and postjudgment proceedings. In the event the amount assessed against the Defaulting Owner is not paid within twenty (20) days of the date of the assessment, UCMC and/or Developer or the Association, as the case may be, may proceed to enforce and collect said assessment against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure and sale of the Unit subject to the lien. Said lien shall be effective only from and after the time of recordation amongst the public records of the County of a written, acknowledged statement signed by an authorized agent of UCMC and/or Developer or the Association setting forth the amount due. Sums expended shall earn interest at the highest rate permitted under law. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien. The provisions of this Paragraph may also be enforced in accordance with the provisions of Article XXIV hereof.

2. The Association shall have the right to make or cause to be made structural changes and improvements to the Common Elements which are approved by the Board and which do not prejudice the right of any Unit Owner or any Approved Mortgagee; provided, however, if the cost of the same shall exceed Five Thousand Dollars (\$5,000), the affirmative vote of two-thirds (2/3) of the Unit Owners shall be required in addition to such Board approval. The cost of such alterations and improvements shall be assessed against the Unit Owners in the manner provided in the Condominium Documents.

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XVIII COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association, by the Board, shall prepare and adopt an annual budget for the operation and management of the Association of the Condominium ("Budget"). The Common Expenses of the Condominium shall be shared by and among each Unit Owner in the manner determined under Article IX of this Declaration, which share shall be assessed against each Unit Owner annually as the Annual Assessment. Notwithstanding such method of allocation of Budget expenses, however, in addition to the Annual Assessment, Unit Owners shall be obligated to pay any Special Assessments as shall be levied by the Board against Units as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other Unit Owners to pay their respective Annual Assessment; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments

1. The owners of record of each Unit shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or installments thereof or of any Special Assessments levied by the Association against their Unit, and for all costs of collecting such assessments, including interest and attorneys' fees at all trial and appellate levels and postjudgment proceedings. Annual Assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event any Special Assessment or installment of an Annual Assessment (collectively referred to as "Assessments") is not paid within twenty (20) days after its respective due date, the Association, by action of the Board, may proceed to enforce and collect any of such delinquent Assessments against the Unit Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Unit.

2. The Association may at any time require Unit Owners to maintain with the Association a reasonable deposit to cover future Assessments or reserves for contingencies. Interest earned, if any, on such deposit will be the property of the Association.

3. The Association shall have all of the powers, rights, privileges and may avail itself of any and all of the legal remedies provided for by the Act or otherwise, including a lien upon a Unit, for any unpaid Assessment and interest thereon owed by the Unit Owner of such Unit and the right to collect from such Unit Owner reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings incurred by the Association incident to the collection of such Assessments or the enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest nonusurious rate permitted under law.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to the Condominium and further, in the event an Approved Mortgagee (other than a purchase money mortgagee which is not an institution described in Article XVI.B hereof) holding a first mortgage on a Unit obtains title to such Unit by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for the share of Common Expenses or Assessments levied by the Association pertaining to such Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of such deed given in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments recorded prior to the recording of the mortgage for which a deed is given in

lieu of foreclosure. Such share of Common Expenses or such Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Unit, effective with the passage of title to such mortgagee or its purchaser.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded amongst the Public Records of the County.

6. Hereto annexed as Exhibit S is a schedule of the Annual Assessments ("Interim Assessments") for the period commencing with the date of recordation of this Declaration amongst the Public Records of the County, and ending on December 31, 1985 or the date of the "Majority Election Meeting," as that term is defined in the Articles, whichever is the sooner to occur ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the Bylaws and this Declaration. The Interim Assessments include, in addition to regular assessments, the "Capital Contribution" which each Unit Owner who purchases a Unit from Developer shall pay to the Association at the time legal title is conveyed to such Unit Owner. The Association shall deposit the Capital Contributions in a segregated account to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board; provided, however, Capital Contributions shall not be expended by the Association during the Interim Assessment Period. UCMC and Developer guarantee that during the Interim Assessment Period, the Interim Assessments will not be increased above the amounts set forth in Exhibit S and that UCMC and Developer will pay all Common Expenses not paid for by Interim Assessments assessed against Unit Owners other than UCMC and Developer ("Developer's Guarantee"). Developer's Guarantee is made in accordance with the provisions of Section 718.116(8)(b) of the Act. During the Interim Assessment Period, no Interim Assessments shall be assessed against Units owned by UCMC and/or Developer. Assessments determined as provided in Paragraph A of this Article XVIII, the other Subparagraphs of this Paragraph B and the Bylaws shall be determined and made commencing January 1, 1986 or the date of the Majority Election Meeting, whichever is the sooner to occur, and UCMC and Developer will pay any such Assessments for any of the Units owned by UCMC and/or Developer from and after such date.

7. After the Interim Assessment Period terminates, each Unit Owner who purchases a Unit from Developer shall continue to pay the Capital Contribution.

XIX LIABILITY INSURANCE

The Board shall obtain and maintain a comprehensive general liability insurance policy or policies in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium excluding the Units; provided, however, that such policy or policies shall have limits of not less than One Million Dollars (\$1,000,000) covering all claims for bodily injury and property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium excluding the Units, legal liability arising out of law suits related to employment contracts of the Association, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage and contractual and all written contract insurance. All such policies shall name the Association (and UCMC and

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Developer so long as UCMC and/or Developer shall own any Unit in the Condominium, as their respective interests may appear) as the insured under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of either the Association, UCMC, Developer or any other Unit Owners, or deny the claim of UCMC, Developer or the Association because of the negligent acts of the other(s) or the negligent acts of a Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. Each Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and, if the Unit Owner so determines, for supplementing any insurance purchased by the Association (including liability which may be imposed on Unit Owners pursuant to Section 718.119 of the Condominium Act for the acts and omissions of the Association in relation to the use of the Common Elements).

B. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association shall be maintained in accordance with the requirements of the Act. Such coverage shall be in the form of fidelity bonds which also meet the following requirements unless one (1) or more of such requirements are waived in writing by all "Listed Mortgagees" (as such term is defined in Paragraph XXXI.B hereof); (i) such bonds shall name the Association as an obligee; (ii) such bonds shall be written in an amount equal to at least three (3) months' aggregate assessments for all Units plus reserve funds, if any; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

C. All insurance policies or fidelity bonds purchased pursuant to this Article XIX shall provide that they may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association, any "Insurance Trustee" (as herein defined) and to Listed Mortgagees.

XX CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

A. Each Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, which insurance shall include: Fire and Extended Coverage Insurance; Vandalism and Malicious Mischief Insurance; and, if available, flood insurance sponsored by the Federal government, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and Approved Mortgagees, as their interests may appear, in a company which falls into a financial category, as designated in Best's Key Rating Guide, of Class VI or better. Said insurance shall also include a "Special Condominium Endorsement" or its equivalent; an "Agreed Amount and Inflation Guard Endorsement" or its equivalent, if available; and, if determined necessary, an "Increased Cost of Construction Endorsement" and/or a "Contingent Liability from Operation of Building Laws Endorsement" or a "Demolition Cost Endorsement" or the equivalent. The casualty insurance shall insure each Building from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the "Standard Extended Coverage Endorsement" and by sprinkler leakage, windstorm, vandalism, malicious mischief, flood and/or water damage, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use. The Association shall purchase

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insurance for each Building now located or which may hereafter be located, built or placed within the Condominium in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium operated by the Association. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged to Unit Owners as part of the Common Expenses. The company or companies with which the Association shall place its insurance coverage, as provided in this Declaration, and the insurance agent or agents placing such insurance must be authorized to do business in the State of Florida. The Association shall have the right to designate an insurance trustee ("Insurance Trustee") to act as an insurance trustee in the manner provided in this Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal business in the State of Florida and which has its principal office in the County, Dade County or Broward County, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank or trust company, provided such Insurance Trustee shall be acceptable to the Approved Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Units encumbered by first mortgages held by Approved Mortgagees.

B. All such aforesaid policies shall contain the standard mortgage clause and shall provide that they may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association or Insurance Trustee and each first mortgage holder named in the mortgage clause. These policies shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association in which Unit Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of the coverage of any such policies, or any failure to collect any insurance proceeds under any policies.

C. In the event of any damage to the Condominium Property, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Unit Owners and/or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Unit Owners and Approved Mortgagees under the following terms:

1. In the event of an insured loss, under the policies held by the Insurance Trustee, which occurs to any improvements within any of the Units without any loss to any improvements within the Common Elements, then the Insurance Trustee shall immediately pay all proceeds received directly to the

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Unit Owners of the Units damaged and their Approved Mortgagees, if any, as their interests may appear. It shall be the duty of such Unit Owners to use such proceeds to effect the necessary repairs to the Units and to return the Units to their prior condition according to the standards required under the Condominium Documents. The Insurance Trustee must rely upon the written statement of the Association as to whether a Unit or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.

2. In the event that a loss ("Loss") of Fifty Thousand Dollars (\$50,000) or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Board, occurs to any Common Element or to any Units and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such Loss to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Elements and to any such damaged contiguous Units. In such event, should the insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all of the damage to the Units contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements and the balance of the funds shall be apportioned by the Association to repair the damage to the Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained by each of such Units as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Unit and the cost of the repair of such damaged Unit shall be made up by a Special Assessment against the Unit Owner of such damaged Unit.

3. In the event that the Loss determined as set forth in Paragraph XX.D.2 hereof is more than Fifty Thousand Dollars (\$50,000), then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages together with any and all other monies paid to Insurance Trustee pursuant to the following Subparagraph 3(c) and shall distribute such funds in the following manner:

(a) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if such insurance proceeds together with the funds described in Subparagraph 3(c) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Condominium Property, and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Approved Mortgagees.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged

improvements. Such Special Assessment need not be uniform as to all Units, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Units setting forth the date or dates of payment of the same, and any and all funds received from the Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in Subparagraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of Fifty Thousand Dollars (\$50,000), and three-fourths (3/4) of the Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VIII of this Declaration and shall promptly pay each share of such proceeds to the Unit Owners and Approved Mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making such distribution to the Unit Owners and the Approved Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Unit Owners and their respective Approved Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion to their contributions by way of Special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to fully pay for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

6. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for: (i) the originally constructed Condominium Property; (ii) reconstructed Condominium Property; or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of previously constructed Condominium Property shall require approval by Approved Mortgagees holding first mortgages encumbering at least fifty-one percent (51%) of the Units encumbered by first mortgages held by Approved Mortgagees.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Units alone or to improvements within Common Elements and Units contiguous thereto.

E. Notwithstanding anything contained in this Declaration to the contrary, no Insurance Trustee shall be required unless the Board elects to have same or any Approved Mortgagee which holds, from time to time, a mortgage

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first in seniority encumbering any Unit requests same in a written notice to the Association, which notice shall also identify the Unit encumbered by such mortgage. In the event such an Approved Mortgagee requests an Insurance Trustee in the manner stated above, then the Association shall have a reasonable time not to exceed forty-five (45) days to arrange for an Insurance Trustee. In the event no Insurance Trustee is required, the Association shall hold all policies of insurance purchased by it and shall receive, hold and expend insurance proceeds and/or condemnation proceeds in the manner set forth herein as if the Association were the Insurance Trustee.

XXI PROHIBITION OF FURTHER DIVISION

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration. Additionally, there shall be no further division of Units and hence, any instrument, whether a deed, mortgage, or otherwise, which describes only a portion of any Unit shall be deemed to describe such entire Unit and the interest in the Common Elements appurtenant thereto.

XXII SEVERABILITY

If any provision of this Declaration, the other Condominium Documents or the Act is held to be invalid, the validity of the remainder of this Declaration, the other Condominium Documents or the Act shall not be affected.

XXIII INTERPRETATION

A. Article, Paragraph and Subparagraph titles in this Declaration are intended only for convenience, and in no way do such titles define, limit, or in any way affect this Declaration or the meaning or contents of any material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the use of the singular shall include the plural. As used herein, the term "person" means and refers to any person, natural or corporate.

C. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and Bylaws whether or not that person participates in the Association as a member.

D. In the event any Court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring lives shall be those of the first Board of Directors of the Association designated in Article IX of the Articles.

E. In the event of a conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws, the provisions of this Declaration shall control.

XXIV REMEDIES FOR VIOLATION

Each Unit Owner, his family members and their guests, and any lessees or sublessees and their family members and their guests, and other persons on the Condominium Property shall be governed by and shall comply with the Act and

all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Unit Owner or any Approved Mortgagee to bring an action for injunctive relief, damages or both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Condominium Documents shall not be deemed a waiver of such provision or be a bar to their subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner or others to comply with any terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings as they may be awarded by the Court.

XXV PROVISIONS FOR ALTERATIONS OF UNITS BY UCMC AND/OR DEVELOPER

A. Notwithstanding anything contained herein, UCMC and/or Developer reserves the right to alter the interior design and arrangement of any or all Units or to alter the boundaries between Units or to combine two (2) or more Units into one (1) Unit or to sever any Unit comprised of two (2) or more Units into its component parts as long as UCMC and/or Developer owns the Units so altered (which alterations made by UCMC and/or Developer to Units owned by UCMC and/or Developer are hereinafter referred to as the "Alterations").

B. Any Alteration which will alter the boundaries of the Common Elements (other than interior walls abutting Units owned by Developer) and/or which will materially and adversely affect a Unit Owner other than Developer as determined by Developer, in the reasonable discretion of Developer (unless such affected Unit Owner consents thereto in writing), will first require an amendment of this Declaration in the manner provided in Article XXVI hereof. This amendment shall adjust the share of Common Elements, Common Expenses, and Common Surplus and the voting rights attributable to the Units being affected by the Alterations.

C. In the event that the Alterations do not require an amendment in accordance with the provisions of Paragraph B above, then an amendment of this Declaration shall be filed by UCMC and/or Developer in accordance with the provisions of this Paragraph C. Such amendment ("Developer's Amendment") need be signed and acknowledged only by Developer and UCMC and shall not require approval of the Association through the Board, other Unit Owners, or lienors or mortgagees of other Units, whether or not such approvals are elsewhere required for an amendment of this Declaration. Developer's Amendment shall adjust the share of Common Elements, Common Expenses and Common Surplus and the voting rights attributable to the Units which are owned by UCMC and/or Developer being affected by the Alterations.

XXVI AMENDMENTS TO THE DECLARATION

A. Except as to matters described in Paragraphs B, C, D, E, F and G of this Article XXVI, the amendment provision to change the description of Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII and Phase A set forth in Paragraph VI.C hereof, the Developer's Amendment referred to in Paragraph XXV.C hereof and the condemnation amendment provision set forth in Paragraph XXXIII.F hereof, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners at any regular or special meeting of the Unit Owners called and held in accordance with the Bylaws; provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to UCMC and Developer and to all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided,

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however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to UCMC and Developer and to all Approved Mortgagees, unless such thirty (30)-day period is waived in writing by UCMC and Developer and all Approved Mortgagees.

B. Except for the amendment provision to change the description of Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII or Phase A set forth in Paragraph VI.C hereof, Developer's Amendment referred to in Paragraph XXV.C of hereof, the condemnation amendment provision set forth in Paragraph XXXIII.F hereof, and the amendment to add a Phase or Phases referred to in Paragraph XXVI.G hereof, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion by which any Unit Owner shares the Common Elements and Common Expenses or owns the Common Surplus, or change any Unit's voting rights in the Association unless all of the record owners of such Units affected and all of the Approved Mortgagees of record holding mortgages on such Units shall consent to and join in the execution thereto and all record owners of all other Units approve the amendment. The provisions of Section 718.110(4) of the Act are specifically incorporated herein. Any such amendment shall be recorded in the same manner as provided for amendments in Paragraph XXVI.A hereof.

C. Whenever it shall appear to the Board that there is defect, error or omission in this Declaration or any other documentation required by law to establish the Condominium, the Association, through its Board, shall immediately call a special meeting of the Unit Owners to consider amending the Declaration or such other documents in accordance with Section 718.110(9) of the Act. Upon the affirmative vote of at least one-fourth (1/4) of the Unit Owners, with more such affirmative votes than negative votes, the Association shall amend the appropriate documents to correct such defect, error or omission, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to UCMC and Developer and to all Approved Mortgagees. Such amendment shall become effective upon the recording of the certificate amongst the Public Records of the County.

D. Prior to the Majority Election Meeting described in Paragraph XVIII.B.6 of this Declaration, UCMC and Developer alone may amend this Declaration in order to correct a scrivener's error or other minor defect or omission without the consent of the Unit Owners or the Board, provided that such amendment does not materially and adversely affect a Unit Owner's property rights. This amendment shall be signed by UCMC and Developer alone and a copy of the amendment shall be furnished to each Unit Owner, the Association and all Approved Mortgagees as soon after recording thereof amongst the Public Records of the County as is practicable.

E. No amendment of this Declaration or any Article or portion hereof shall be passed which shall impair or prejudice the rights or priorities of UCMC and/or Developer, for so long as UCMC and/or Developer holds or may hold, at least one (1) Unit for sale in the ordinary course of business, or Approved Mortgagees without the specific written approval of UCMC and Developer or the Approved Mortgagees, as the case may be. The provisions of Article XX herein are covenants for the benefit of Approved Mortgagees and may not be amended without their prior written consent.

F. In accordance with Section 718.403(6) of the Act, an amendment to this Declaration adding a Phase or Phases to the Condominium shall neither require the execution of such amendment by Unit Owners other than UCMC and Developer nor the execution thereof by the Association, Approved Mortgagees, or any other person, persons or entity. Further, until such time as UCMC and Developer convey a Unit in such Phase to a purchaser, UCMC and Developer reserve the right to amend such amendment adding such Phase, to terminate such amendment and Phase and, if UCMC and Developer so desire, to later again add

such Phase by another amendment, all of which action shall neither require the execution of such amendment by Unit Owners other than UCMC and Developer nor the execution thereof by the Association, Approved Mortgagees, or any other person, persons or entity.

G. In the event UCMC and Developer record this Declaration or an amendment hereto adding a Phase or Phases to the Condominium prior to the completion of the improvements located within the Phase or Phases being submitted to condominium ownership, then UCMC and Developer alone may execute and record an amendment to this Declaration to reflect partial or full completion of the improvements within such Phase ("Completion Amendment"). Further, until such time as UCMC and Developer convey a Unit for which the Completion Amendment was recorded to reflect completion of construction of such Unit, UCMC and Developer alone shall have the right to amend the Completion Amendment provided that such amendment does not materially and adversely affect a Unit Owner other than UCMC and Developer without his written consent.

XXVII RIGHT OF UCMC AND DEVELOPER TO TRANSACT BUSINESS
AND TO SELL OR LEASE UNITS OWNED BY THEM
FREE OF RESTRICTIONS SET FORTH IN ARTICLE XVI

A. The provisions, restrictions, terms and conditions of Article XVI and the first sentence of Paragraph XIV.B hereof shall not apply to UCMC and/or Developer as a Unit Owner, and in the event and so long as UCMC and/or Developer shall own any Unit, whether by reacquisition or otherwise, UCMC and/or Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as UCMC and/or Developer shall deem to be in their own best interests.

B. Notwithstanding the other provisions of this Declaration, UCMC and/or Developer and their respective nominees shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Units (which for the purposes of this Paragraph shall include residential units on the Unsubmitted Land) or other residential units or real property being developed or sold by Developer and/or UCMC in other locations, including, but not limited to, the right to maintain models, a sales and leasing office and an administrative office, place signs, employ sales, leasing and administrative personnel, use the Common Elements and show Units, and UCMC and/or Developer reserves and shall have the right to make repairs to the Condominium Property, carry on construction activity and make structural changes and improvements to the Condominium Property which do not prejudice the rights of any Unit Owner or Approved Mortgagee. UCMC and/or Developer and/or their nominees may exercise the foregoing rights without notifying the Association. Any such models, sales, leasing and/or administrative office, signs and any other items pertaining to such sales, leasing and/or administrative efforts such as furniture and equipment shall not be considered a part of the Common Elements or the property owned by the Association and shall remain the property of the UCMC and/or Developer. This Article XXVII may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by UCMC and/or Developer. This right of use and transaction of business as set forth herein, the provisions of Paragraph XXVII.A hereof and any other rights reserved by UCMC and Developer in the Condominium Documents may be assigned in writing by the UCMC and/or Developer in whole or in part, and the assignee thereunder shall enjoy the same benefits as UCMC and/or Developer under this Declaration.

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XXVIII ASSOCIATION TO ACQUIRE INTERESTS
AND ENTER INTO AGREEMENTS

The Association shall have all of the powers of a condominium association under the Act and pursuant thereto. The Association is authorized to enter into agreements to acquire possessory or use interests in real property and to acquire such possessory or use interests in real property and to provide in such agreements that the expenses of said real property and any improvements thereon, including taxes, insurance and repairs, are Common Expenses.

XXIX VIA VERDE HOMEOWNER'S ASSOCIATION, INC.

The Condominium Property is located within Via Verde. As set forth in the Via Verde Covenants, each Unit Owner, by virtue of owning property within Via Verde becomes a member of the Via Verde Association and will be subject to assessments levied by the Via Verde Association for purposes of defraying the costs of performing its maintenance responsibilities within Via Verde. These maintenance assessments levied by the Via Verde Association against each Unit Owner shall be part of the Common Expenses of the Condominium. Pursuant to the Articles of Incorporation of the Via Verde Association, the Association, through the Association's representative, shall represent each Unit Owner at all members' meetings of the Via Verde Association.

XXX TIME-SHARE ESTATES

"Time-share estates" (as that term is defined in the Act) shall not be created with respect to Units in any Phase.

XXXI RIGHTS OF MORTGAGEES

A. The Association shall be required to make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to the Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

B. Upon written request to the Association, identifying the name and address of the holder, insurer, guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

1. Any condemnation or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;
2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and
4. Any failure by a Unit Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by a Listed Mortgagee to perform his obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Unit Owner where such failure or delinquency has continued for a period of at least sixty (60) days.

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

C. UCMC, Developer and any Approved Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the assessments which are in default and which may or have become a charge against any Unit. Further, UCMC, Developer and any Approved Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any "New Tax" as defined in Paragraph XIII.A herein, on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. UCMC, Developer and any Approved Mortgagees paying insurance premiums of any New Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings.

XXXII TERMINATION

A. This Declaration may be terminated by the affirmative written consent of eighty percent (80%) of the Unit Owners and the written consent of all Approved Mortgagees holding mortgages encumbering Units and, for so long as UCMC and/or Developer own any Unit or any Unsubmitted Land which could be submitted to condominium ownership as part of the condominium, the written consent of UCMC and Developer; provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose.

B. In the event of the termination of this Declaration, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Unit Owners, pro rata, in accordance with the proportionate share each Unit Owner owns the Common Elements as provided in this Declaration. In the event of termination of this Declaration, each Unit Owner shall continue to be responsible and the obligation to make such payments shall be enforceable by all the remedies provided for in this Declaration and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Unit Owners thereof as Tenants in Common.

XXXIII PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

A. Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

B. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in Article VIII of this Declaration and distributed to the Unit Owners and Approved Mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of

B4558 P1738

the Condominium will be reduced, the owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

C. Unit Reduced But Tenantable

If the taking reduces the size of a Unit ("Affected Unit") and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner thereof.
2. The balance of the award, if any, shall be distributed to the owner of the Affected Unit and to each Approved Mortgagee of the Affected Unit, the remittance being made payable to the Unit Owner and Approved Mortgagees, as their interests may appear.
3. If the floor area of the Affected Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Share of Common Elements") in the proportion by which the floor area of the Affected Unit is reduced by the taking, and then the shares of all Units in the ownership of the Common Elements shall be restated with the Reduction in Share of Common Elements being allocated to all the Units in proportion to their share of ownership in the Common Elements.

D. Affected Unit Made Untenantable

If the taking is of the entire Affected Unit or so reduces the size of an Affected Unit that it cannot be made tenantable, the award for the taking of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The market value of the Affected Unit immediately prior to the taking shall be paid to the Unit Owner thereof and to each Approved Mortgagee thereof, as their interests may appear.
2. The remaining portion of the Affected Unit, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in Paragraph D.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.
3. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium ("Remaining Units") shall be adjusted to distribute the ownership of the Common Elements from the Affected Unit among the Remaining Units. The shares of the Remaining Units in the ownership of the Common Elements shall be restated with the share of ownership in the Common Elements of the Affected Units being allocated to all the Remaining Units in proportion to their relative share of ownership in the Common Elements.
4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as Unit Owners

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after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

5. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Unit Owner, the Approved Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules ("Rules") of the American Arbitration Association and Chapter 682, Florida Statutes, which shall control in the event of a conflict with the Rules (collectively "Applicable Requirements"). Unless inconsistent with the Applicable Requirements, the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

E. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Approved Mortgagees, as their interests may appear.

F. Amendment of Declaration

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of the Board. This amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to UCMC, Developer, all Unit Owners, and all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to UCMC, Developer, all Unit Owners, and all Approved Mortgagees, unless such thirty (30)-day period is waived in writing by UCMC, Developer, all Unit Owners and all Approved Mortgagees.

XXXIV LIMITED COMMON ELEMENTS

A. Air Conditioning Equipment

All air conditioning equipment located outside a Unit, including the compressors located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and the Units, shall be Limited Common Elements for the exclusive use of the Unit served thereby and shall be maintained, repaired and replaced by the Unit Owner of the Unit served thereby in accordance with Article XVII hereof.

B4558 P1740

B. Courtyards

Each Courtyard is a Limited Common Element reserved to the exclusive use of the Unit, the unit number of which is set forth in or adjacent to the area depicted as a Courtyard on the Survey, Plot Plan and Graphic Description of Improvements for the Phase in which such Unit is located. Each Courtyard shall be maintained and repaired in accordance with Article XVII hereof.

C. Utilities Services

Piping, wiring, ducts, conduits and other facilities for furnishing utility services to a single Unit and/or a Courtyard appurtenant thereto shall be Limited Common Elements reserved to the exclusive use of the Unit served thereby. Such utility services shall be maintained and repaired in accordance with Article XVII hereof.

IN WITNESS WHEREOF, UCMC and Developer have caused these presents to be signed in their respective names and on their behalf by their officers, and their corporate seals to be affixed on the dates set forth below.

WITNESSES:

UNITED CITIZENS MORTGAGE COMPANY

Kenna Hasey
Colette Phillips

By: [Signature]
Dated: April 21, 1985

(SEAL)

[Signature]

CHANNING CORPORATION XV

By: [Signature]
Dated: March 20, 1985

(SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, GEORGE WATTS, an officer duly authorized and acting, the VICE PRESIDENT of UNITED CITIZENS MORTGAGE COMPANY,* to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 21 day of MARCH, 19 85.

Carla Ciraion (SEAL)
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 22, 1987

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 28, 1988

* The name of this corporation is now 1st NATIONWIDE NETWORK MORTGAGE COMPANY.

B4558 P1741

STATE OF Florida)
)
COUNTY OF Dade) SS.:

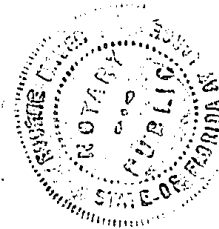
I HEREBY CERTIFY that on this day personally appeared before me, Joel B. Channing, an officer duly authorized and acting, the President of CHANNING CORPORATION XV, to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 20 day of March, 1988.

Lyne May (SEAL)
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1989
BONDED THRU GENERAL INS. UND.



Not a certified copy

B4558 P1742

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT A

LEGAL DESCRIPTION OF LAND

The legal description of the Land being submitted to condominium ownership by the Declaration is set forth on the Survey, Plot Plan and Graphic Description of Improvements for Phase I which is Exhibit B hereto.

B4558 P1743

0273P/1

[illegible][illegible]

VERDE TRAIL SOUTH (P.A. 35, PGS. 191-192)

SOUTHERN R/R VERDE TRAIL, SOUTH

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EACH UNIT

EXHIBIT. B

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2. **TIME** _____

3. **PLACE** _____

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7. **TELETYPE** _____

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Meridian
Surveying and Mapping, Inc.
Suite 3-A
West Palm Beach, FL 33411-6600

2	5-30-85	FINAL TIME COMPLETED A PHYSICIAN ASSISTANT
1	5-30-84	IN THE SMOKE ROOM LOCATED
NO.	DATE	PERSON/LOCATION OF ANALYSIS
		5/31/85

SHEET 1 OF 2

85-81744

PROVENCE, A CONDOMINIUM

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GENERIC SCALE

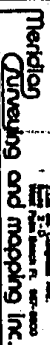
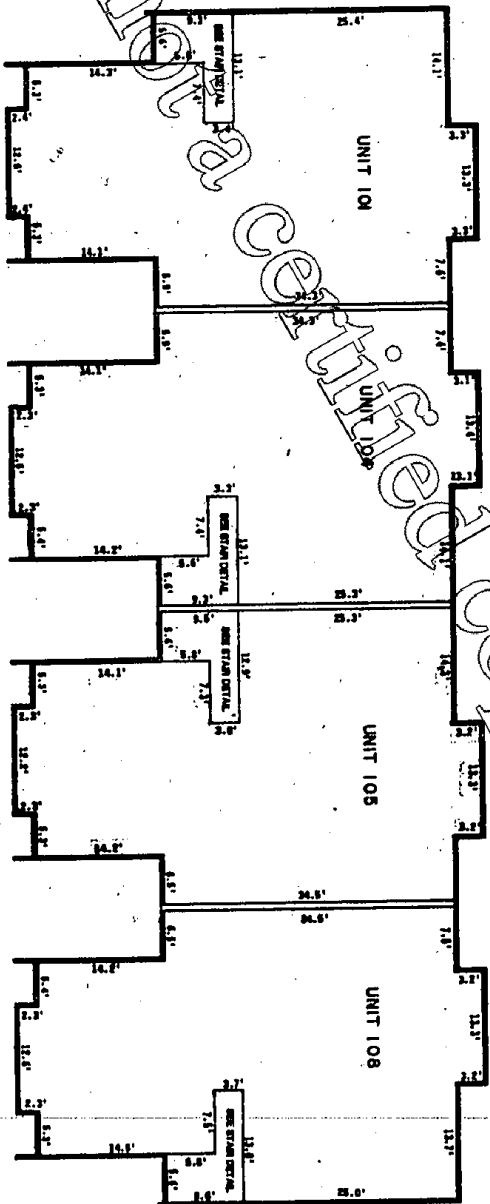


EXHIBIT B

PROVENCE, A CONDOMINIUM

TYPICAL SECOND FLOOR PLAN B UNIT BUILDING

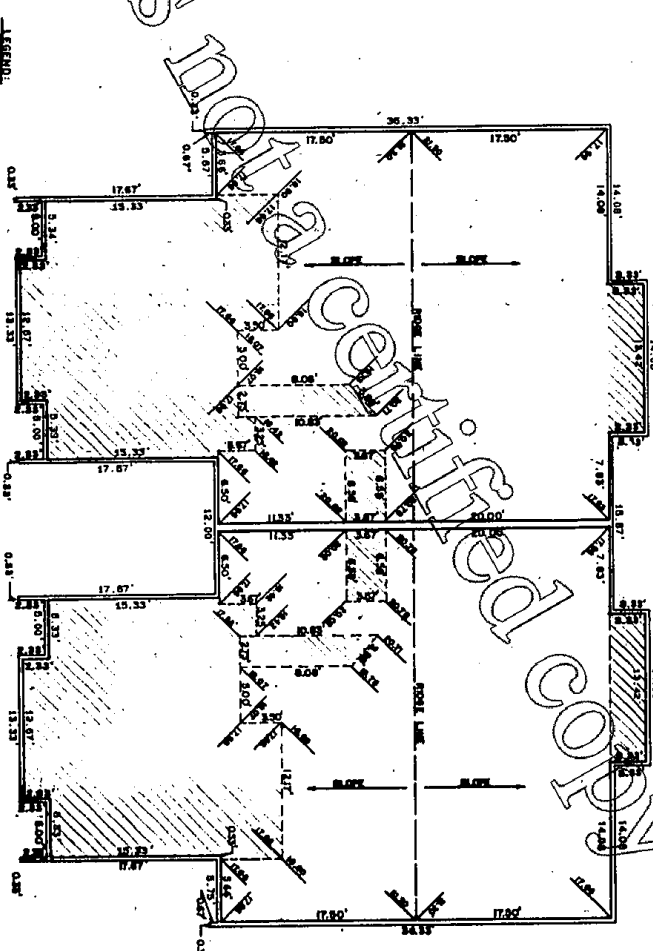


SHEET 2 OF 2
 Mendenhall
 Surveying and Mapping Inc.
 12345 Main Street, Suite 100
 Portland, ME 04103
 (207) 555-1234

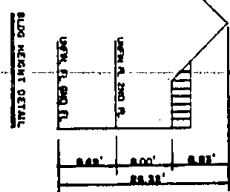
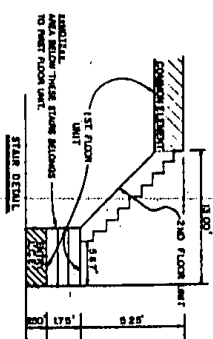
B4558 P1146

EXHIBIT "B"

PROVENCE, A CONDOMINIUM TYPICAL CEILING ELEVATIONS AND DETAILS



LEGEND:
 - CEILING ELEVATION IS 11'10"
 - ELEVATION ABOVE AN ASSUMED UNFINISHED FLOOR LEVEL OF 1'10" FINISHED FLOOR ELEVATION.
 - LIMITS OF VAULTED CEILING.



NO.	DATE	DESCRIPTION OF REVISION

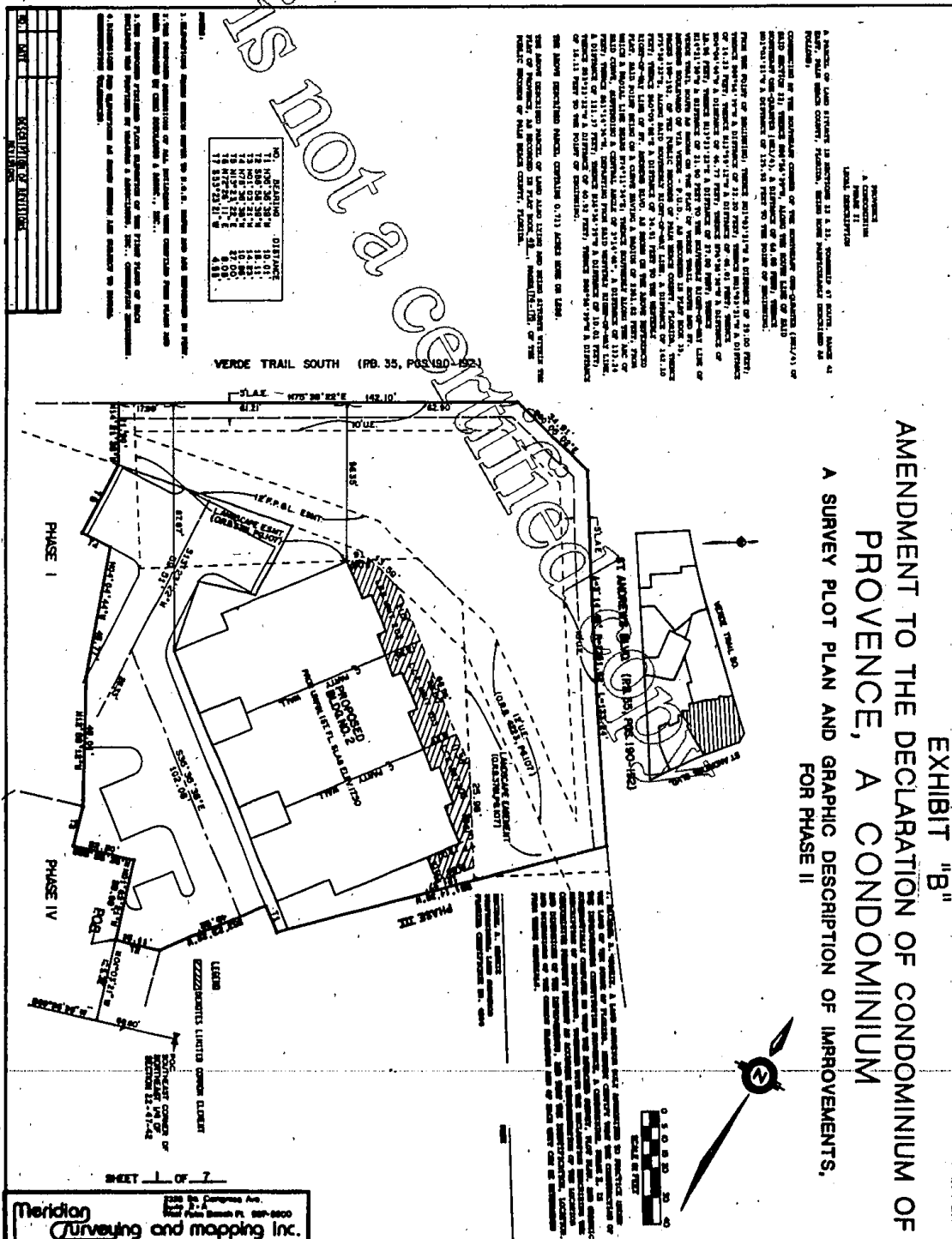
Meridian
 Surveying and Mapping Inc.
 1220 N. 1st Street, Suite 100
 Phoenix, Arizona 85004
 TEL: 480-555-4488

SHEET 4 OF 4

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT C

PHASE II SURVEY



DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT D

DESCRIPTION OF UNITS IN PHASE II

<u>Unit Type*</u>	<u>Number of Units</u>	<u>Number of Bedrooms Per Individual Unit</u>	<u>Number of Baths Per Individual Unit</u>	<u>Approximate Total Square Feet Per Individual Unit</u>
Type A	2	2	2	1,780**
Type B	3	3	2	2,100**

* Please refer to Exhibit P-2 to the Declaration to determine Unit numbers in Phase II.

** These figures include balconies, patios and garages and, if the Unit is located on the second floor, the first floor enclosed entry way.

B4558 P1750

B4558

0079P-4

PHASE III SURVEY

**POVERTY
A COMPLEX
PROBLEM
LOCAL RESPONSIBILITIES**



DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT F

DESCRIPTION OF UNITS IN PHASE III

<u>Unit Type*</u>	<u>Number of Units</u>	<u>Number of Bedrooms Per Individual Unit</u>	<u>Number of Baths Per Individual Unit</u>	<u>Approximate Total Square Feet Per Individual Unit</u>
Type A	3	2	2	1,780**
Type B	3	3	2	2,100**

* Please refer to Exhibit P-3 to the Declaration to determine Unit numbers in Phase III.

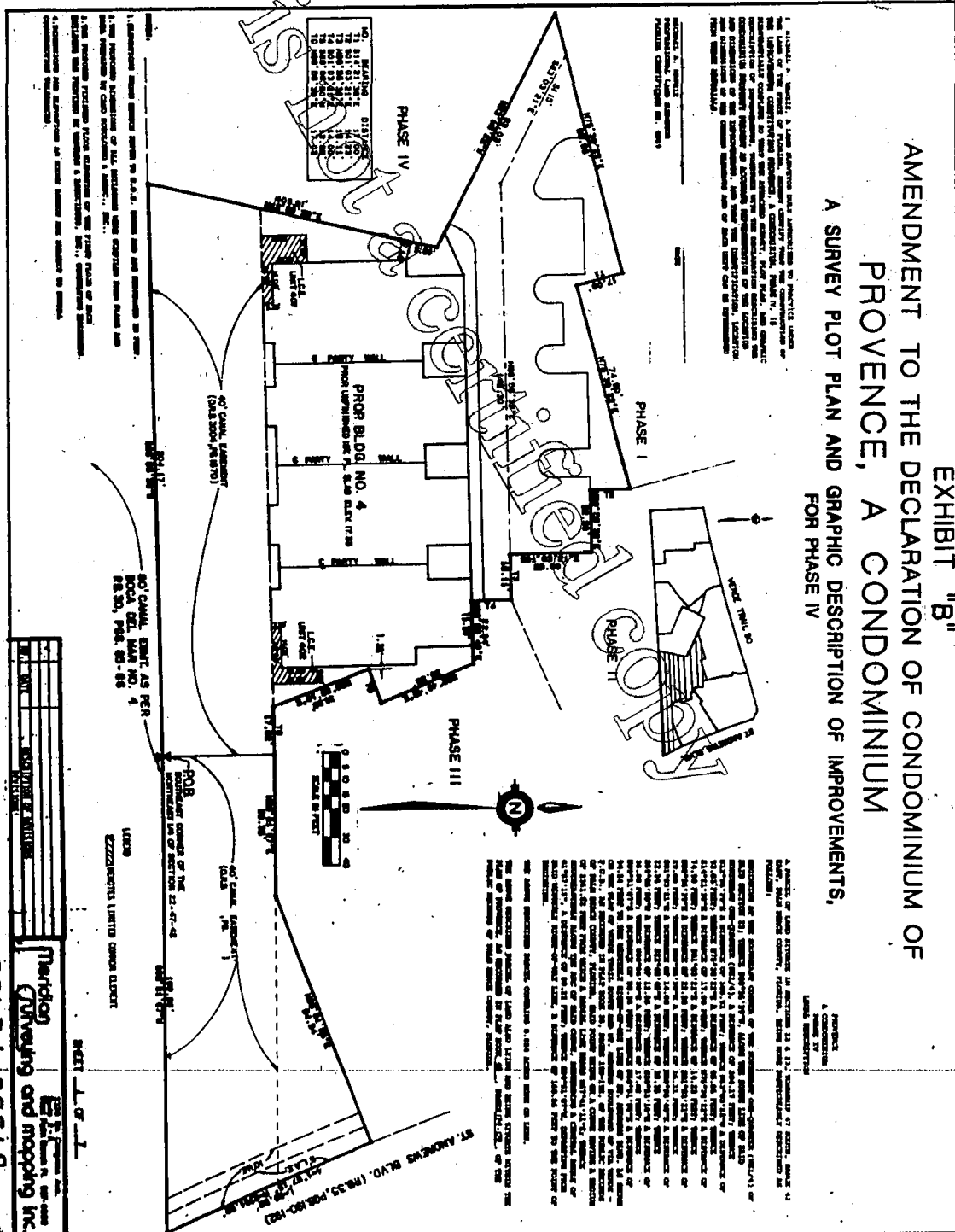
** These figures include balconies, patios and garages and if the Unit is located on the second floor, the first floor enclosed entry way.

B4558 P1752

0079P-6

PHASE IV SURVEY

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
PROVENCE, A CONDOMINIUM
A SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS,
FOR PHASE IV



DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT H

DESCRIPTION OF UNITS IN PHASE IV

<u>Unit Type*</u>	<u>Number of Units</u>	<u>Number of Bedrooms Per Individual Unit</u>	<u>Number of Baths Per Individual Unit</u>	<u>Approximate Total Square Feet Per Individual Unit</u>
Type A	4	2	2	1,780**
Type B		3	2	2,100**

* Please refer to Exhibit P-4 to the Declaration to determine Unit numbers in Phase IV.

** These figures include balconies, patios and garages and if the Unit is located on the second floor, the first floor enclosed entry way.

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B4558

DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

EXHIBIT J

DESCRIPTION OF UNITS IN PHASE V

<u>Unit Type*</u>	<u>Number of Units</u>	<u>Number of Bedrooms Per Individual Unit</u>	<u>Number of Baths Per Individual Unit</u>	<u>Approximate Total Square Feet Per Individual Unit</u>
Type A	4	2	2	1,780**
Type B	3	3	2	2,100**

* Please refer to Exhibit P-5 to the Declaration to determine Unit numbers in Phase IV.

** These figures include balconies, patios and garages and if the Unit is located on the second floor, the first floor enclosed entry way.

B4558 P1756

0079P-10