

TOWN COLONY
CONDOMINIUM ASSOCIATION, INC.
2918 Funston Street, Hollywood, FL 33020

April 2, 2015

TO: Unit Owners of Town Colony Condominium Association, Inc.

RE: Amended and Restated Governing Documents for Town Colony Condominium Assoc., Inc.

Dear Unit Owner:

On behalf of the Board of Directors, this letter is to inform you that under the advice of our attorney, the governing documents for Town Colony Condominium Association, Inc. ("hereinafter referred to as "Association") have been amended and restated. I am forwarding to you for review and vote the proposed amended and restated governing documents. Specifically, Amended and Restated Declaration of Condominium; Amended and Restated Articles of Incorporation; and Amended and Restated Bylaws.

The current original Declaration, Articles of Incorporation and Bylaws were recorded in 1973 and amended in 1984, and are therefore, substantially out of date on current Florida condominium association law.

You will note that the enclosed proposed amended restated governing documents do not look like the current governing documents. Due to their age and the many changes to condominium law that have been made since they were initially recorded, it was as a practical matter impossible to use the form of the current governing documents for the new documents. Some sections of the governing documents have been altered where it is no longer current law and included the necessary language to be in compliance with the current law.

Amended and Restated Declaration of Condominium of Town Colony Condominium

The general definitions have been added and reorganized to clarify wording in order to make it easier to understand those definitions. The previous amendments from the original Declaration have been incorporated in this Amended and Restated Declaration.

Section 11.4, regarding parking has been updated to better serve current vehicle usage. Section 11.9 addresses laundry drying. Specifically, for environmental reason, the Florida Legislature enacted a

statute prohibiting community association from not allowing clotheslines within the association. However, the law does not prohibit the association from restricting the location of the clothesline.

Section 11.9 therefore provides that Unit owners or their tenants cannot dry laundry where it is visible unless it is in the designated area.

Article XII regarding the sale or lease of a Unit is worded to provide more detail and to give the Board (30) days to make a decision. Section 13.3 allows the Board authority to disapprove criminal sex offenders.

Article XIV regarding assessments have been updated to be consistent with Florida law. Note that Section 13.2 allows the association to impose a late fee and to charge interest at the highest rate permissible by Florida law, which is currently 18%.

Finally, Section 15.1 changes the Association's current requirement of the owners for an amendment to a simple majority.

Amended and Restated Articles of Incorporation for Town Colony Condominium Association

The Association's Articles of Incorporation have been updated to be consistent with the current requirements of Chapter 718, Florida Statutes, and to show that the Association corporate name has been changed from Town Colony Condominium Association Corporation, Inc. to "Town Colony Condominium Association, Inc. to eliminate what appears to be a double suffix in the corporate name.

Section B of Article III provides for the powers of the Association to conduct its business in the event of a structural or safety emergency.

Article X contains a detailed indemnification provision which protects the Board members and volunteers from incurring legal costs and expenses for their good faith actions while serving the Association. It does not require the Association to pay the legal expenses of a Board member or volunteer who commits fraud or otherwise willfully acts against the interest of the Association.

Finally, Article XIII, as with Section 14.1 of the Declaration changes the necessary owner approvals for an amendment to the Articles of Incorporation to a majority.

Amended and Restated Bylaws of Town Colony Condominium Association

The Bylaws have been generally updated to be consistent with the requirements of Chapter 718 Florida Statutes. The Bylaws state that there will be no less than three (3) and no more than (9) directors and they should have staggered terms.

Article VII changes the owner approval required for an amendment to a majority.

Finally, Article X provides for statutory procedure for imposing a fine for covenant violations.

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Article VII changes the owner approval required for an amendment to a majority.

Finally, Article X provides for statutory procedure for imposing a fine for covenant violations.

Conclusion

We hope that this letter is of assistance in reviewing and approving the proposed new governing documents. Please see the enclosed notice with the date, time and location of the special meeting for the vote on the governing documents. In you are unable to attend, we have included the proxy process for your review.

Meanwhile, should you have any questions, please feel free to contact any of the board members.

Sincerely,



Rosa Lattrey
President on behalf
Of the Board of Directors

CERTIFICATE OF CORPORATE SECRETARY

TOWN COLONY

CONDOMINIUM ASSOCIATION, INC.

BOARD OF DIRECTORS

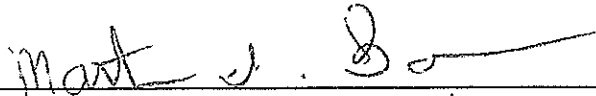
I hereby certify that I am the Secretary of Town Colony Condominium Association, Inc. ("Association") a corporation duly organized and existing under the laws of the State of Florida and that the following presented at a board meeting held on the February 6, 2015, is a true copy of the proposed Amended and Restated Declaration of Condominium voted unanimously by the Board of Directors to be presented to the members of the Association of said corporation for a vote at which a quorum was present, to-wit:

BE IT HEREBY RESOLVED that the President and/or her designee is hereby authorized and directed to execute on behalf of the corporation any and all instruments, documents and papers necessary and proper to carry out all activities under the corporation's current By-Laws to bring forth a vote of the membership for the proposed Amended and Restated Declaration of Condominium the Association.

And, I further certify that the foregoing Resolution is still in full force and effect; that the same has not been rescinded, nor has it been amended or modified in any way.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation on

this the 6th day of February 2015.



ACTING SECRETARY
MARTIN I. Baer

Print Name

(SEAL)

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
TOWN COLONY CONDOMINIUM CORPORATION**

WHEREAS, the original Declaration of Condominium of Town Colony Condominium Corporation, Inc., herein referred to as "Town Colony Original Declaration" was recorded on August 19, 1964 in the Public Records of Broward County, Florida and Condominium Plats recorded for the Condominium in Condominium Plat Book 2861, Pages 204-233 and as amended by amendment to said Declaration recorded September 30, 1964 in the Public Records Book 2882, Page 560, et seq., as amended on October 21, 1964 at Official Records Book 2894, Page 484, et seq., and further amended May 12, 1965, Book 3014, Page 732, et seq., all in the Public Records of Broward County, Florida.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** This Amended and Restated Declaration of Condominium is made by Town Colony Condominium Corporation, A Florida Not for Profit Corporation herein referred to as "Condominium" Pursuant to Section 718.110(1), Florida Statutes, the Town Colony Original Declaration is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium herein referred to as "Amended Declaration").

The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

Nothing herein shall in any way alter the configuration or size of any Condominium Unit or the appurtenances to any Unit, the percentage or proportionate share by which the Owner of a Unit shares the Common Expenses, Common Elements and the Common Surplus as created by the Original Declaration amended herein. The purpose of this amendment and restatement is to make certain and specific changes within this Declaration to bring it into compliance with the Florida Condominium Act and the Florida Administrative Code, to incorporate prior amendments to the Original Declaration, and to provide a complete and updated document regarding the restrictions on the units in this Condominium.

THIS IS A SUBSTANTIAL REWORDING OF THE ORIGINAL DECLARATION. SEE THE ORIGINAL DECLARATION AND PRIOR AMENDMENTS FOR PRIOR TEXT.

ARTICLE I IDENTIFICATION

1.1 **NAME AND ADDRESS:** The name by which this Condominium shall be identified is **TOWN COLONY CONDOMINIUM ASSOCIATION, INC.** (the "Condominium"), and the Condominium street address is 2918 Funston Street, Hollywood, Broward County, FL 33020

1.2 **DESCRIPTION OF CONDOMINIUM PROPERTY:** The land and improvements that have been previously submitted to the condominium form of ownership by the original Declaration and as amended and herein referred to as "the Land" and legally described in the original Declaration, as Exhibit "A". Those legal descriptions are hereby incorporated by reference as though set forth at length herein and re-designated Exhibit "A".

ARTICLE II DEFINITIONS

2. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Condominium Act") in effect as of the date this Declaration is recorded in the public record, unless the context or the law otherwise requires.

2.1 **"Articles"** means the Amended and Restated Articles of Incorporation of the Association as attached hereto as Exhibit "C."

2.2 **"Apartment"** has the same meaning as the term "unit" as defined in the Condominium Act.

2.3 **"Apartment Owner" or "Owner"** has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

2.4 **"Assessment"** means a share of the funds required for the payment of the Common Expenses which from time to time is assessed against the Unit Owner.

2.5 **"Association"** means Town Colony Condominium Association, Inc., and its successors and assigns.

2.6 **"Board of Directors" or "Board"** means the representative body that is responsible for the administration of the Association's affairs, and is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration".

2.7 **"Bylaws"** means the Amended and Restated Bylaws of the Association as attached hereto as Exhibit "D."

2.8 **"Charge" or "Fee"** means any legal or equitable indebtedness to the Association

incurred by, or on behalf of, a Unit Owner, other than assessments for common expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the governing documents.

2.9 **"Condominium Documents"** means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

2.10 **"Common Elements"** means the portions of the Condominium property not included within any Unit as further defined in Article IV hereof, together with all improvements, devices or installations which are of common use or are otherwise necessary for the common use or existence of any other property owned by the Association and for the maintenance and operation of the Condominium or of the Common Elements.

2.11 **"Common Expenses"** means all expenses for the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as a Common Expense by the Act, the Declaration, the documents creating the Condominium, or the Bylaws, as further defined in Article IX hereof.

2.12 **"Common Surplus"** means the amount of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, in excess of the amount of the Common Expenses.

2.13 **"Condominium Act"** means the Florida Condominium Act (Chapter 718, Florida Statutes) as amended from time to time, which shall apply to this Condominium.

2.14 **"Condominium Documents"** means the Declaration, Articles, Bylaws, and Rules and Regulations, all exhibits to any of them and all amendments thereto as may be adopted from time to time.

2.15 **"Condominium Parcel"** means the combinations of a Condominium Unit and the undivided share in the Common Elements appurtenant to the Unit.

2.16 **"Condominium Property"** means the land and personal property that is subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.17 **"Condominium Unit or Unit"** means that portion of the Condominium Property which is subject to private ownership as defined by the Condominium Act, as further and specifically described in this Declaration and as designated on the Association's Condominium Plats.

2.18 **"Declaration or Declaration of Condominium"** means this instrument.

2.19 **"Family"** or **"Single Family"** shall refer to anyone of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons who commonly reside together as a single housekeeping unit.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

2.20 **"Fixtures"** means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

2.19 **"Guest"** means any person (other than the Unit Owner and the family of the Unit Owner) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

2.20 **"Improvements"** means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including but not limited to the buildings.

2.21 **"Institutional Mortgagee"** means the mortgagee (or its assignee) of a mortgage against a Condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

2.22 **"Lease"** means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

2.23 **"Limited Common Elements"** means those Common Elements which are reserved for the use of certain condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and the Association's Condominium Plats.

2.24 **"Member"** means and refers to any person, natural or corporate, who is a Unit Owner.

2.25 **"Occupant"**, when used in conjunction with a Unit, refers to a person staying overnight in a Unit.

2.26 **"Primary Institutional Mortgagee"** means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

2.27 **"Primary Occupant"** means a natural person approved for occupancy of a unit when title to the unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity that is not a natural person.

2.28 **"Rules and Regulations"** means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium.

2.29 **"Voting Interest"** means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are fifty-six (56) units, so the total number of voting interests is fifty-six (56) votes.

ARTICLE III DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

3.1 **SURVEY AND PLOT PLAN:** A survey of the lands described in Article 1.2 above and a plot plan locating the improvements thereon and identifying each Condominium Unit, a graphic description of the improvements in which the Units are located, and the Common Elements and their relative locations and approximate dimensions are attached hereto as Exhibit "B" and are incorporated herein, and are also recorded in Condominium Plat Official Records Book 2861, Pages 224, et seq. inclusive, and amended at Official Records Book 2882, Page 560, et seq., and recorded in Official Records Book 2894, Page 484, et seq. and recorded in Official Records Page 3014, Page 725, et seq., all in the Public Records of Broward County, Florida. The locations, dimensions, description, identification and numbering or lettering of the respective condominium units shall be described in Exhibit "B." A Unit shall consist of the space identified in Exhibit "B." In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit "B," the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit "B."

3.2 **Boundaries of Individual Units:** Each unit includes that part of the building, including garages, that lies within the following boundaries:

(A) Upper and lower boundaries. The upper and lower boundaries of the unit are the following boundaries extended to their planar intersections with the perimetrical boundaries:

1. Upper Boundaries - In the first floor units, the upper boundary is the horizontal plane of the unfinished lower surface of the ceiling. In second floor units, the upper boundary follows the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.

2. Lower Boundaries - Lower boundaries consist of the horizontal plane of the unfinished upper surface of the concrete floor of the unit.

(B) **Perimetrical Boundaries.** The perimetrical boundaries of the unit are the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the unit, extended to their intersections with each other and with the upper and lower boundaries.

(C) Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries extended to the interior or unfinished surfaces such as apertures, and all frameworks thereof.

(D) **Exclusions.** A unit does not include spaces and improvements lying within the undecorated or unfinished inner surfaces or interior bearing walls or partitions and does not include pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for furnishing of utility services to other units or to the common elements.

In cases not specifically covered in this Section 3.2 or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "B", hereto shall control in determining the boundaries of a unit.

ARTICLE IV CONDOMINIUM PARCELS: APPURTENANCES AND USE:

4.1 **Shares of Ownership:** The Condominium contains fifty-six (56) units. The owner of each unit shall also own a one fifty-sixth ($1/56^{\text{th}}$) undivided share in the common elements and the common surplus.

4.2 **Appurtenances to Each Unit:** The owner of each unit shall have certain rights and own a certain interest in the condominium property, including without limitation the following:

(A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 4.1 above.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

(C) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.

(D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

(E) Other appurtenances as may be provided in this Declaration and its exhibits. Each unit and its appurtenances constitutes a "condominium parcel".

4.3 **Use and Possession:** A unit owner is entitled to exclusive use and possession of his unit. He or She is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, alteration, transfer and appearance of the units, common elements and limited Common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors.

ARTICLE V

COMMON ELEMENTS: EASEMENTS

5.1 **Undivided Share of Common Elements:** Any right, title or interest in a Condominium Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the owners of other Condominium Units.

5.2 **Definition:** The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Article 3 above. The common elements include without limitation the following:

- (A) The Land.
- (B) All portions of the building and other improvements outside the units, including all limited common elements.
- (C) Easements through each unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other units or the common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

5.3 **Easements:** Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

- (A) Utility and other Easements. The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant easements or relocate any existing easements in any portion of the common elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance

of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

- (B) **Encroachments.** If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (C) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (D) **Natural Growth and Over hanging Troughs and Gutters.** There shall be easements for overhanging natural growth of trees and shrubbery over the Units, Common Elements and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Units, Common Elements and Limited Common Elements.

5.4 **Traffic:** A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, driveways, recreation facilities, parking areas and lawns and other portions of the Common Elements as may be necessary and intended and designated for such purpose and use for the purpose of going from one portion of the Condominium Property to another, and for vehicular traffic as may be necessary for the Unit Owners, the Association, its assigns, Guests and invitees. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit. Provided additionally that no person or entity shall have the right to park upon any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for parking purposes.

5.5 **Maintenance:** Perpetual, non-exclusive easements are reserved throughout the Common and Limited Common Areas of the Condominium Property for maintenance purposes in order to adequately maintain the Condominium.

5.6 **Easement Rights:** The Association shall at all times subsequently have the right, power and authority to declare and create, convey and dedicate, modify, relocate and amend, without joinder and consent of any Unit Owner, mortgagee, or lienor, or, with respect to the Association, reasonable easements over, upon, in and through the Condominium Property for drainage, utility or other purposes and for ingress and egress, provided however, that at the time of the creation of such easements and at the time of the modification or amendment of any such

easements, such easements and such modifications and amendments shall not unreasonably interfere with the peaceful and lawful use and enjoyment of the Condominium Property and the Units by the Unit Owners.

5.7 Restraint Upon Separation and Partition: The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units

5.8 Common Elements: The Common Elements shall include but not be limited to the following:

- A. All of the real property heretofore described in Article I of this Declaration and Exhibit "A;"
- B. All improvements and parts thereof which are not included within the boundaries of the respective Condominium Units or designated as Limited Common Elements;
- C. Any utility areas and installations of utility services which are available to more than one Unit or to the Common Elements;
- D. All unassigned parking areas, driveways, and other means of ingress and egress;
- E. All corridors, elevators, stairways and other areas designed for the common use of all Unit Owners.
- F. All structural beams and posts within a Unit and any easement of support in any portion of a Unit which contributes to the support of the building;
- G. All roadways, sidewalks, paths, and other means of ingress and egress being a part of the Condominium Property;
- H. All lighting fixtures used to illuminate the Common Elements;
- I. All trees and landscaping;
- J. All tangible personal property required for the administration, maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;
- K. The recreational building, including recreation room, office, and rest room facilities; and
- L. The swimming pool, together with the adjoining veranda deck.

5.9 Use and Enjoyment: The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements, except the Limited Common Elements, and except as they may be restricted by the reasonable and uniform regulations duly adopted by the Board, which usage shall always be in recognition of the mutual rights and responsibilities of

the Unit Owners.

5.10 **Limited Common Elements:** All areas designated on the Association's Condominium Plats as Limited Common Elements shall be appurtenant to the designated Unit and shall be reserved for the exclusive use of the corresponding Unit Owner, and as follows:

ARTICLE VI LIMITED COMMON ELEMENTS:

6.1 **Description of Limited Common Elements:** Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following common elements are hereby designated as limited common elements:

- (A) **Windows and Doors.** The windows, screens and doors, sliding glass doors, and door screens and all hardware and framings thereof, of each unit are limited common elements for the exclusive use of the unit they serve and shall be maintained, repaired and replaced solely by and at the expense of the unit owner.
- (B) **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit, except as otherwise provided in Section 11.4 below.
- (C) **Storage areas.** Limited Common Elements reserved to the exclusive use of the Unit to which they are assigned.
- (D) **Others.** Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware therefor.

ARTICLE VII MAINTENANCE AND IMPROVEMENT

6.1 **By the Association:** The maintenance, repair and replacement of the Common Elements and Limited Common Elements, except such Limited Common Elements to be maintained, repaired and replaced by a Unit Owner, shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses. The Association shall have the irrevocable right to have access to each Unit during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any Common Elements therein or accessible there from, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common

Elements or to another Unit. The Association may elect to maintain, repair or replace portions of the Units or Limited Common Elements as a Common Expense in the discretion of the Board in the reasonable exercise of its business judgment, when such maintenance, repairs, or replacements will preserve the exterior appearance of the Condominium, result in cost savings, or otherwise be beneficial to the Condominium and its Members.

Notwithstanding the provisions of the above paragraph, if, due to the willful, careless or negligent act or omission of a Unit Owner, a member of the family, pet, Guest, invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused by the Common Elements or to a Unit or Units owned by others, or maintenance shall be required which would otherwise be a Common Expense, then such Unit Owner shall be responsible for such damage and such maintenance as may be determined by the Association.

6.2 By the Unit Owners: Each Unit Owner shall maintain at all times in good condition and repair everything within the confines of his Unit which is not part of the Common Elements or Limited Common Elements as defined herein, including but not limited to:

- A. All interior walls, floors and ceilings, including all paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceilings;
- B. All built-in shelves, cabinets, counters, storage areas and closets;
- C. All mechanical, ventilating, heating and air conditioning equipment service for the individual Condominium Unit (whether located within the boundaries of the respective Unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- D. All electrical, plumbing, telephone and television systems and parts and components thereof, apparatus, equipment, outlets, switches, wires, pipes, and conduits serving only the respective Unit; all electrical lines between the Unit and its individual service panel or meter, all sanitary facilities, fixtures, and equipment, and all water and waste lines between the Unit and the main distribution lines;
- E. All interior doors, walls, partitions, and room dividers;
- F. All furniture, furnishings and personal property contained within the respective Unit;
- G. All exterior doors, windows and screening, all window sills, sliders, mechanisms, glass, screens, door knobs and hinges, caulk and other material that connects the windows and doors to the walls, which shall be maintained, repaired and replaced in such a manner as to preserve a uniform appearance to the exterior of the building.
- H. All Limited Common Element air conditioning compressors, patios, roof decks and assigned storage areas; and

6.3 Enforcement of Maintenance: In the event that an Owner fails or refuses to properly and timely maintain, repair, and replace his Unit and those portions of the Limited

Common Elements for which the Owner is responsible, the Association, at the discretion of the Board, may perform such maintenance, repairs and replacements as the Board may deem necessary and the costs thereof shall be assessed against the defaulting Unit Owner. The Association shall have a lien against a Unit for the costs of any such maintenance, repairs, or replacements to the extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of eighteen percent (18) per annum, and reasonable attorneys' fees incurred by the Association in the collection thereof.

6.4 Contractor's Insurance: Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, or improvement of any portion of the Unit, Limited Common Elements, or Common Elements, such Owner shall be deemed to have warranted to the Association that the contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.5 Interpretation: The Board shall have the exclusive authority to interpret this Article VII and to promulgate such uniform and reasonable rules, regulations and policies as shall be necessary or desirable to implement its intended purposes. Such rules, regulations, and policies shall be effective when duly adopted and shall be distributed to each of the Unit Owners as soon as possible after their adoption.

6.6 Alteration of Units or Common Elements by Unit Owners: No Owner shall make or permit the making of any material alterations or substantial additions to his Unit, the Limited Common Elements or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board, which approval may be denied if the Board determines that the proposed modifications or alterations would adversely affect or be detrimental to the Condominium. This limitation includes but is not limited to any material change to the exterior of the balconies. Additionally, the Board reserves the right to require that Unit Owners of second and third floor Units who request permission to install tile to additionally install soundproofing materials in connection with that installation so as to reduce noise. Notwithstanding anything to the contrary, the Board must grant a Unit Owner permission to attach a religious object to the mantle or frame of a Unit's door in the manner permitted in the Condominium Act.

6.7 Unit Owner Maintenance of Alterations of Units or Common Elements: If a Unit Owner makes any modifications, installations or additions to his Unit, the Limited Common Elements or the Common Elements, the Unit Owner and successor in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property; provided however, nothing herein shall be construed to authorize a Unit Owner to proceed with any such work without first obtaining the written approval of the Board as required elsewhere in this Declaration.

6.8 Hurricane Shutters: Notwithstanding any provisions set forth hereinabove to

the contrary, the Board may adopt and approve types, styles and colors of hurricane shutters and other hurricane impact protection as standard hurricane shutters and impact protection for use in the Condominium. A Unit Owner may install such approved shutters and impact protection without specific consent from the Board provided the hurricane shutters and impact protection and all attachments and equipment conform in all respects to the approved hurricane shutters and impact protection plans and specifications. No hurricane shutters and other impact protection except for those approved by the Board shall be permitted.

6.9 Alteration and Improvement by the Association: Whenever in the judgment of the Board, the Common Elements or Condominium Property shall require capital additions, alterations or improvements with a cost in excess of ten percent (10%) of the Association's budget for the year, including reserves, the Association may only proceed only if such additions, alterations or improvements have the prior approval of not less than a majority of the Association's total voting interests. This monetary limitation shall not apply to Association expenditures for the purpose of maintenance, repair, replacement, preventative maintenance or compliance with a governmental order or requirement. Further, as provided in the Condominium Act, a Board decision to install energy efficient devices in the Common Elements or on the Condominium Property for the benefit of all Unit Owners does not require approval by the Membership.

ARTICLE VII THE CONDOMINIUM ASSOCIATION

7.1 Association: The operation of the Condominium shall be by the Association. The Association shall have all the powers, rights, and duties set forth in this Declaration, the Bylaws and the Rules and Regulations enacted pursuant to such Bylaws and the Condominium Act and Chapter 617, Florida Statutes, as amended.

7.2 Limitation Upon Liability of the Association: Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

7.3 Ownership of Common Elements and Common Surplus: Each Unit shall have an undivided percentage interest in the Common Elements and Common Surplus. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

7.4 Share of Common Expenses: Each Unit Owner shall be responsible for the payment or a proportionate share of the Common Expenses.

7.5 Voting Rights: Subject to the applicable provisions of the Bylaws, a Unit Owner is entitled to one vote for each Unit owned. In the event that the Unit shall be owned by more than one individual, then all owners of such Unit shall agree upon and designate, in writing, the

name of one of the individual Unit Owners of that Unit as the designated voter, which written designation of voter shall be filed with the Association. Only the Unit Owner so designated shall be entitled to vote the one vote for the subject Unit.

7.6 Restraint Upon Separation and Partition of Common Elements: The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

ARTICLE VIII COMMON EXPENSES

8.1 Common Expenses: The Common Expenses means all expenses properly incurred by the Association in the performance of its duties, and shall include all items described in the Condominium Act and the following:

- A. Costs of operation, maintenance, repair and replacement of the Common Elements, and Limited Common Elements and those portions of the Unit for which the Association is responsible pursuant to the Condominium Act or the Declaration;
- B. Costs of management of the Condominium and administrative costs of the Association including without limitation professional fees and expenses;
- c. Costs of water and sewage service, electricity, and other utilities which are not metered to individual Units;
- D. Labor, material and supplies used in conjunction with the Common Elements or Limited Common Elements;
- E. Charges for basic cable television service, if applicable, providing the number of outlets to each Unit as shall be determined by the Board, with any additional outlets and premium programming to be chargeable to the Unit Owners individually;
- F. Damages to the Condominium Property in excess of insurance coverage and reasonable insurance deductibles as provided for by the Board;
- G. Salary of a general manager and other expenses incurred in the management of the Condominium Property;
- H. Premium costs of fire, windstorm, flood, directors' and officers' liability, and other property insurance and liability insurance as provided herein;
- 1. The cost of such additional land and improvements as may be purchased and added to the Condominium as Common Elements or Association property by action of the Board as provided herein; and

J. All other costs or expenses that may be duly incurred by the Association through its Board in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, the Declaration, the Articles and the Bylaws.

8.2 Percentage of Sharing of Common Expenses: The manner of sharing Common Expenses and owning Common Surplus shall be as follows:

A. The Structural Common Elements' Common Expenses are divided among the Units listed on Exhibit "E" attached hereto, with each owning and sharing the decimal interest shown on that Exhibit.

B. The Non-Structural Common Elements' Common Expenses are divided among the Units listed on Exhibit "E" attached hereto, with each owning and sharing the decimal interest shown on that Exhibit.

ARTICLE IX INSURANCE

All insurance policies purchased by the Association covering portions of the Condominium Property shall be governed by the following provisions:

9.1 Authority to Purchase: All insurance policies upon the Condominium Property (except for the individual Units and their contents) shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the Unit Owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of the Unit Owners.

9.2 Responsibility of Unit Owners: It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the Units, or insurance for personal liability, personal property or living expenses of any Unit Owners, but Unit Owners are authorized to obtain such insurance at their own expense provided that such insurance shall not be of such nature to affect the policies purchased by the Association. The Association shall have the authority to require Unit Owners to provide copies of all insurance policies obtained by the Owner.

9.3 Mortgagee Approval: Any institutional first mortgagee holding a mortgage encumbering a Condominium Unit shall have the right for so long as it owns and holds such mortgage, to approve the insurer on all insurance policies covering the Condominium Property, which approval shall not be unreasonably withheld. If requested, the Association shall submit to the mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association.

9.4 Coverage: The Association shall maintain insurance as follows:

A. Casualty: All portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original Condominium plans and specifications, and all alterations or additions made to the Condominium Property pursuant to the Condominium Act. The coverage afforded by such policies shall exclude all personal property within the Unit or Limited Common Elements, and floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing, and all other items addressed by the Condominium Act, as amended. Such coverage shall afford protection against the following:

1. Damage by fire or other hazards covered by standard extended coverage endorsement; and

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

B. Liability: The Association shall maintain comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences in amounts as required by the Board.

C. Workmen's Compensation: Workmen's Compensation insurance if required by law or deemed necessary by the Board.

D. Flood: Flood Insurance if required by Florida law, or if deemed necessary by the Board.

E. Additional Coverages: Directors and Officers Insurance, or any such other insurance if deemed necessary by the Board.

9.5 Premiums: Premiums for insurance policies purchased by the Association shall be paid for by the Association as a Common Expense.

9.6 **Insurance Trustee and Share of Proceeds**: All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective Mortgagees in the following shares, but which shares need not be set forth on the records of the Association:

A. **Insured Property**: Proceeds on account of damages to the insured property shall be held in undivided shares for each Unit Owner, such shares being the same as an Owner's share in the Common Elements and Common Surplus appurtenant to each Unit as set forth in the Declaration.

B. **Mortgagees:** Except as provided herein, no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of the Declaration.

9.7 **Distribution of Proceeds:** Proceeds of insurance policies received by the Association shall be distributed to and for the benefit of the beneficial Unit Owners, and expended or disbursed after first paying or making provision for the payment of the expenses of the Association in the following manner:

A. Expenses of Trustee: All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

B. Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners with remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee. Said remittance shall be made solely to an institutional first Mortgagee when requested by such Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

C. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere herein provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be disbursed to the beneficial owners, with remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee. Said remittance shall be made solely to an institutional first Mortgagee when requested by such Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

9.8 Estimates of Cost: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.9 Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of the proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board. The first monies disbursed in payment of costs or reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after payment of all such costs, such balance shall be distributed to the Association as a Common Surplus.

9.10 Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of the reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, which

amount shall be part of the Common Expenses of the Association assessed against the Unit Owners.

ARTICLE X RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.1 Partial Destruction: When a loss is such that less than three-fourths (3/4) of the total Unit space in the Condominium is rendered untenable, or loss or damage whereby less than seventy-five percent (75) of the total amount of casualty insurance coverage relative to all Units is payable, then the building shall be repaired and reconstructed. If the damage or loss is in excess of \$3,000.00, an institutional first mortgage holder on any such damaged Unit may request that it approve the intended repair or restoration in writing, which approval shall not be unnecessarily withheld. Such institutional first mortgage holder shall also have the right to require that the Association obtain a completion, performance, and payment bond in such form and amount, and with a bonding company authorized to do business in the State of Florida.

10.2 Total or Substantial Destruction: When a loss is such that more than three-fourths (3/4) of the total Unit space in the Condominium is rendered untenable, or loss or damage whereby more than seventy-five percent (75) of the total amount of casualty insurance coverage relative to all Units is payable, then any institutional first mortgage holder shall have the right, if its mortgage so provides, to require application of the insurance proceeds relative to a damaged Unit to the payment or reduction of its mortgage debt. If the net insurance proceeds available for restoration and repair along with any other funds advanced by Unit Owners are sufficient to cover the costs of restoration and repair, then the Condominium Property shall be restored and repaired unless two-thirds (2/3) of the Unit Owners vote to abandon the Condominium, in which case the Condominium shall be terminated as provided in Article XVI of this Declaration, and the Condominium Act, as amended. If the funds available for reconstruction and repair are not sufficient, so that a special assessment will be required, and if a majority of the Unit Owners vote against such a special assessment, then the Condominium shall be terminated as provided in Article XVI of this Declaration and the Condominium Act as amended.

10.3 Surplus: It shall be presumed that the first moneys disbursed in payment of cost of construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

10.4 Plans and Specification: Any reconstruction or repair must be substantially in compliance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board, and if the damaged property is a building housing Units, the approval of the Units in the building shall also be obtained, which approval shall not be unreasonably withheld. The approval of the plans and specifications of institutional first mortgagees holding mortgages on the Units involved must also be obtained prior to reconstruction.

10.5 Institutional Lender's Right to Advance Premiums: Should the Association fail to pay such premiums when due, or should the Association fail to comply with other

insurance requirements of the institutional lender holding the greatest dollar volume of Unit mortgages, such institutional lender(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Unit Owners for payment of such item of Common Expense.

ARTICLE XI OCCUPANCY AND USE RESTRICTIONS

In order to provide for the congenial occupancy of the Condominium Property and to better protect the values of the Units, the use of the Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

11.1 Alteration: Unit Owners may not alter the exterior of the Unit or building or otherwise change the exterior appearance of the building without the prior written approval of the Board. Unit Owners must receive such approval prior to construction affecting the exterior of a Unit so that the Board may ensure that the Common Elements or other Units are not adversely affected by such construction. The Board shall have the authority to adopt and implement application and approval procedures. With the written approval of the Board, Owners may attach a screen door to the main entrance door of their Unit.

11.2 Nuisance: No Unit Owner shall permit loud and objectionable noises or obnoxious odors to emanate from the Unit which may cause a nuisance to the occupants of other Units in the sole opinion of the Board. Further, no machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in other Units. The Board shall have the authority to implement rules and regulations regarding noise restrictions.

11.3 Pets: Each Unit is allowed one (1) small household pet, not to exceed twenty (20) pounds. No obnoxious or offensive pets shall be permitted or maintained in a Unit or on the Common Elements. All Unit Owners and their tenants and Guests are responsible for collecting and disposing of their pet's waste from any portion of the Condominium Property. All pets shall be subject to rules and regulations of the Association concerning their care and maintenance.

11.4 Parking: Only passenger vehicles are permitted to be parked on the Condominium Property. All vehicles parked on the Condominium Property must have current license plates and be in working order. No Unit Owner nor his Guests, licensees or invitees shall keep or park on the Condominium Property any trailer, camper, boat, motorhome, mobile home, truck or other similar vehicle. Additionally, no commercial vehicles shall be permitted to remain upon any portion of the Condominium Property, other than for temporary parking. Any van which is intended to be used primarily for the purpose of carrying goods, and/or with commercial language or advertising on its exterior, shall be deemed a commercial vehicle. Mini-vans and sports utility vehicles intended primarily for the transportation of passengers may be parked on the Condominium Property. Temporary parking of commercial vehicles as permitted above specifically means only the parking of such vehicles while being used either in furnishing services, or for loading and unloading purposes.

11.5 Single Family Residence: No Unit may be used for any purpose other than a single family residence. Single family shall mean one person or a group of two or more persons living together as a family unit. This restriction shall not be construed to prohibit any Owner from keeping his personal, business or professional records in his Unit, or from handling his personal, business, or professional phone calls or written electronic correspondence in and from his Unit. Such uses are expressly declared customarily incident to use. This Section is, however, intended to prohibit commercial or business activity within or from a Unit which would, in the sole discretion of the Board, unreasonably disrupt the ambiance of the building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers or clients.

11.6 Lawful Use: The occupants and owners of each Unit shall not make any use of a Unit which violates any laws, ordinances, or regulations of any governmental body.

11.7 Partition and Structural Alterations: No condominium parcel or Unit shall be divided or subdivided or severed from the realty, nor shall any Unit be subject to partition in kind, and all Unit Owners do, by their acceptance of a conveyance of a Unit waive any right to a partition in kind. No structural alterations or structural changes shall be made on or in a Unit without prior written approval of the Board. However, with the written consent of the Board, a Unit may be combined with an adjacent Unit and occupied as one Unit. Every such combined Unit may later be re-separated into the original component Units, with consent of the Board. Unit owners so combining or separating Units shall do so at their sole expense, in a manner so as to create the least possible amount of construction activity disturbance to other Unit Owners and only pursuant to plans and specifications approved by the Board.

11.8 Television and Outdoor Installations: Unit Owners shall not erect, construct or maintain any wire, television or other antennas, satellite dish, garbage or refuse receptacles, exposed or outside storage containers, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board.

11.9 Laundry Drying: No Unit Owner shall hang any laundry, garments, rugs, drapes, spreads or household articles or goods of any sort which are visible from outside the Unit.

11.10 Garbage: No Unit Owner may dispose of or keep refuse, trash or garbage in or on any exterior area of the Owner's Unit or on the Common Elements, except in those receptacles approved by the Association.

11.11 Signage: No signs of any type shall be maintained, kept or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for those Signs specifically approved in writing by the Board In its sole discretion.

11.12 Hazards: No Unit owner shall allow any fire or health hazard to exist in a Unit.

11.12 Rules: Reasonable rules concerning the use of the Condominium Property may

be made and amended by the Association, in the manner provided by its Articles and Bylaws. Copies of such Rules and Regulations thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

ARTICLE XII SALE, TRANSFER, OR LEASE OF A UNIT

12.1 Restrictions: No Unit Owner may lease his or her Unit for less than three (3) consecutive calendar months.

12.2 Approval Required: In recognition of the close proximity of the Units and the compact living conditions existing in the Condominium, the mutual utilization and sharing of the Common Elements, including the recreational facilities, and the compatibility and congeniality which must exist between Unit Owners and Occupants in order to make the community enjoyable for all parties of interest, it shall be necessary for the Board, or its duly authorized officers, agents or committee, to approve in writing all sales, transfers, leases or occupations of a Unit before such sale, transfer, lease or occupation shall be valid and effective.

12.3 Approval and Qualification: Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and may be accompanied by a transfer fee, but no such fee shall exceed the expenditures reasonably required for review of the application, nor shall such fee exceed that permitted by law. The Board shall approve or disapprove of an application within thirty (30) days after the Association has received the completed application. All applicants will be subject to a background check in accordance with Florida Law for fair credit bureau and background check procedures. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant (hereinafter "Applicant"). As such, to be qualified or approved by the Board, the Applicant shall not have been convicted (either via an adjudication of guilt or a withhold of adjudication) of heinous crimes, such as murder, sexual battery, child molestation, rape or their equivalent under Federal or State laws. No person who is classified as a sexual offender or a sexual predator under Florida law shall be permitted to be an Owner, tenant or Occupant. It shall be the responsibility of each Owner to check with the Florida Department of Law Enforcement's ("FDLE") website (currently www.fdle.state.fl.us) prior to entering into a sale or lease with any person and prior to permitting any person to permanently occupy the Owner's home to ensure the Owner's compliance with this restriction. The Owner shall not be held responsible if a person or conviction record is added to the FDLE's website after the date the Owner conducts his or her original search. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet or assign his Unit without the prior written approval of the Board.

12.4 Refusal to Act: In the event that the Board fails to timely act to approve or disapprove, such failure shall be deemed an approval, and the prospective owner or tenant may proceed as if approved.

12.5 Disapproval: In the event that a lease, sublease, assignment or occupation of a Unit is disapproved, the Unit shall not be leased, subleased, assigned or so occupied by that

disapproved Applicant. In the event that legal proceedings are commenced against the Association, or any Unit Owner or Applicant fails to comply with this Article XII, the prevailing party in any proceeding shall be entitled to all costs and reasonable attorneys' fees.

12.6 Tenant Compliance: The Unit Owner is responsible for ensuring that all Guests and tenants abide by all Association Rules and Regulations and restrictions. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of a tenant or a tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or the tenant's guests and special assessments may be levied against the Unit Owner in connection therewith. All leases shall be subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

12.7 Mortgagee Foreclosure: Notwithstanding the above, this Article shall not be applicable on the sale of a condominium Unit by an institutional first mortgagee after such mortgagee shall have acquired title as a result of a foreclosure of its mortgage or as a result of a deed in lieu of foreclosure; provided further that the foregoing provisions shall not be applicable to purchasers at foreclosure sales on institutional first mortgages.

ARTICLE XIII ASSESSMENT AND LIENS

The Association has the power to adopt the Association's budget, and to levy and collect Assessments against each Unit and Unit Owners in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, including reserves, and Special Assessments for unusual, non-recurring or unbudgeted Common Expenses, as provided in the Declaration and the Bylaws. The Association may also levy special charges and fines against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under the Declaration or the Bylaws. Assessments shall be levied and payment enforced as follows:

13.1 Liability for Assessments: The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments of installments thereon coming due while he is the Owner. Except as otherwise provided in the Condominium Act, whenever title to a Condominium Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor to the fullest extent allowed by law, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. If a member shall fail to pay any assessment, or part of it, when due, the Board shall mail notice of default to the member and shall have the authority to turn the collection matter over to the Association's attorney. Tenants and leasees within the Condominium are liable to the Association for unpaid assessments in the manner provided in the Condominium Act, as amended.

13.2 Collection: If a member shall fail to pay any Assessment, or part of it, when due, the Board shall mail notice of default to the member and shall have the authority to turn the

collection matter over to the Association's attorney. Once a Unit Owner is past due in the payment of any assessment or installment thereon then each payment due shall bear interest at the highest rate allowed by law from the date first due until paid and shall incur a late charge of twenty-five dollars (\$25.00). All payments upon account shall be credited as provided in the Condominium Act, as amended.

13.3 No Waiver or Excuse from Payment: The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as may otherwise be permitted by law.

13.4 Lien for Assessments and Collection: The Association shall have a lien against each Unit for any unpaid assessments, interest, late fees, costs, and attorneys' fees, with respect thereto, as provided in the Condominium Act, as amended, and the Association's governing documents. Assessments and installments on them not paid when due shall bear interest up to the highest amount allowed by the Condominium Act, as determined by the Board from time to time, from the date due until the date paid. The lien shall be effective from and after recording a claim of lien in the Public Records of Broward County, Florida, stating the description of the Unit, the name of the record owner, the amount due and the due date. The lien shall be in effect until all sums secured by it have been fully paid.

13.5 Lien Foreclosure: The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

13.6 Acceleration of Assessments: If a unit owner shall be in default in the payment of an assessment installment for more than thirty (30) days, the Board may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and then the total unpaid balance of the annual assessment shall come due and payable upon the date stated in the notice.

ARTICLE XIV AMENDMENT OF DECLARATION

14.1 Vote Required: This Declaration may be amended at any time by the affirmative vote of the majority of the Unit Owners. Notice of the subject matter or proposed amendment shall be included in the notice of the meeting at which the proposed amendment is considered.

14.2 Correction of Errors: If there is an unintentional omission or error in this Declaration or in other documents required by Florida law to establish the Condominium, the Board may correct the error or omission by following the procedure set forth in the Condominium Act.

14.3 When Additional Consent is Required: Unless otherwise specifically provided to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. Additionally, no amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages or change the provisions of this Declaration with respect to institutional first mortgage holders without the written approval of all institutional mortgagees of record.

ARTICLE XV TERMINATION

15.1 Termination: The Condominium may be terminated at any time in the manner provided by the Condominium Act, as amended, or as further provided herein.

15.2 Agreement: The Condominium may be terminated by the approval in writing of all Unit Owners therein, and by all record owners of mortgages thereon.

ARTICLE XVI COMPLIANCE AND DEFAULT

16.1 Duty to Comply: Each Unit Owner, his tenants and Guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the Bylaws Articles and the Rules and Regulations. An action for damages and/or for injunctive relief for failure to so comply may be brought by the Association or by a Unit Owner.

16.2 Waiver of Rights: The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

16.3 Attorney's Fees: In any legal proceedings arising out of an alleged failure of a Guest, tenant, Unit Owner or the Association to comply with the Condominium Act or the Condominium Documents, the prevailing party shall be entitled to recover the costs and expenses of the proceeding as well as reasonable attorney's fees incurred both before and during arbitration or litigation, including appeals. Any award of attorney's fees granted in arbitration or litigation may become a lien against the Unit and enforced in the same manner as the collection of assessments for Common Expenses.

**ARTICLE XVII
INSTITUTIONAL MORTGAGEE CONSENT**

17.1 Notwithstanding anything contained in this Declaration to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels shall first be obtained before this Declaration may be amended in any manner adversely affecting the rights or interests of such lender as those changes contemplated by Chapter 718, Florida Statutes, or the Condominium is terminated. Said consent shall not be unreasonably withheld.

**ARTICLE XVIII
MISCELLANEOUS**

18.1 **Severability:** The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration shall not affect the remaining portions thereof.

18.2 **Headings and Capitalization:** The headings of paragraphs or sections herein, and the capitalization of certain words are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

18.3 **Waiver:** No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may have occurred.

18.4 **Gender Neutral Language:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

18.5 **Binding Effect:** All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated, whichever event shall come first.