

SCHEDULE 1
DECLARATION OF CONDOMINIUM
EAST WIND LAKE VILLAGE CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
B. J. LAYNE, ESQUIRE
LAYNE, BRILL, BARRON & LEHMAN, P.A.
21 S. E. FIRST AVENUE
EIGHTH FLOOR
MIAMI, FLORIDA 33131

DECLARATION OF CONDOMINIUM
ESTABLISHING
EAST WIND LAKE VILLAGE CONDOMINIUM
SUBMISSION STATEMENT

TRAFALGAR DEVELOPERS OF FLORIDA, INC., a Florida corporation, hereinafter called "the Developer" for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit A, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of the Statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as if fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated as provided herein, or in the Condominium Act, and shall be binding upon all unit owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each unit and the interests in the common elements.

I. **Name**

1.01 The name of the condominium is: EAST WIND LAKE VILLAGE CONDOMINIUM.

1.02 The name of the unit owners' Association is EAST WIND LAKE VILLAGE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as the "Association".

The resident agent designated to receive service of process upon the condominium is B. J. LAYNE, of the law firm of LAYNE, BRILL, BARRON & LEHMAN, whose address is 21 S. E. First Avenue, Miami, Florida.

II. **Land**

The land comprising this Condominium is described on Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

III. **Definitions**

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

3.01 "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in this Declaration.

3.02 "Unit Owner" or "owner of a unit" means the owner of a condominium parcel.

3.03 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

3.04 "Association" means the corporate entity responsible for the operation of the condominium.

3.05 "By-Laws" means the bylaws of the association existing from time to time.

3.06 "Common Elements" means the portions of the condominium property not included in the units.

3.07 "Common Expenses" means all expenses and assessments properly incurred by the association for the condominium.

3.08 "Common Surplus" means the excess of all receipts of the association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the common expenses.

3.09 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share in the common elements.

3.10 "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

3.11 "Declaration" or "Declaration of Condominium" means the instrument or instruments by which a condominium is created as they are from time to time amended.

3.12 "Limited Common Elements" means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units as specified in the Declaration of Condominium.

3.13 "Operation" or "Operation of the Condominium" includes the administration and management of the condominium property.

3.14 "Residential Condominium" means a condominium consisting of condominium units, any of which are intended for use as a private temporary or permanent residence, except that a condominium is not a residential condominium if the use for which the units are intended is primarily commercial or industrial and not more than three units are intended to be used for private residence, and are intended to be used as housing for maintenance, managerial, janitorial, or other operational staff of the condominium. If a condominium is a residential condominium but contains units intended to be used for commercial or industrial purposes, then with respect to those units which are not intended for or used as private residences the condominium is not a residential condominium.

3.15 "Developer" means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a unit who has acquired his unit for his own occupancy. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer.

3.16 "Board of Administration" means the Board of Directors or other representative body responsible for administration of the association.

3.17 "Conspicuous Type" means type in capital letters no smaller than the largest type on the page on which it appears.

3.18 "Condominium Property" means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

3.19 "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, or other like business entity authorized to do business in Florida. The term "mortgagee" shall also be deemed to mean "institutional mortgagee" or "institutional first mortgagee".

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

IV. Description - The condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership, is set forth on Exhibit A, attached hereto. A graphic description of the improvement or improvements in which units are located and the identification of each unit by letter, name or number, so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions is attached hereto as Exhibit "B".

4.02 The Developer reserves the right to change the interior design or arrangement of all units as long as the Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and mortgagee, if any, and need not be approved by the Association, contract vendees, unit owners, or by the condominium, anything herein to the contrary notwithstanding.

4.03 The following non-exclusive easements are expressly granted and/or reserved in favor of the owners and occupants of any condominium unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium area. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person 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.

(4) Access: Each unit owner and any officer, agent, employee or designee of the Association or member of the Board of Directors of the Association shall have access across any limited common elements for the purpose of ingress and egress.

(5) Roads: All unit owners and occupants of any condominium unit, their guests and invitees shall have an easement over any private roads constructed on the condominium property.

(6) Mortgages: In the event any easements, herein referred to, are encumbered by a lien, other than those on the condominium units, such liens shall be required to be subordinate or made subordinate to the use rights of any condominium unit owner or owners whose condominium unit is not also encumbered by said lien, or in the alternative, an appropriate non-disturbance agreement may be executed and recorded providing, at least in part, that the use rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default.

✓ 4.04 Unit Boundaries: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit as follows:

(1) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with perimetrical boundaries.

(a) Upper Boundaries: The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundaries: The horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the undecorated interior surface of the outside walls of the unit building bounding the unit and fixtures thereon, and when there is attached to the building a balcony or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. No balconies or existing terraces on the ground floor shall be extended or enclosed in any way whatsoever by a unit owner.

(b) Interior Building Walls: The undecorated interior surfaces extending to the intersections with other perimetrical boundaries.

(c) Limitation: The owner of each condominium unit shall not be deemed to own the decorated and finished surfaces of the exterior perimeter walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective condominium unit, nor shall the owner be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to said condominium unit which are utilized for or serve more than one condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. However, said owner shall be deemed to own the walls and partitions which are contained within said owner's condominium unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

(3) Any air conditioning equipment which services only a single unit shall be considered part of said unit and not a common element.

V. Identification of Units, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

5.01 The land described on Exhibit A, and the improvements thereon, together with common elements and limited common elements constitute the condominium property. All Floor Plans and Plot Plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and said plans have been certified in the manner required by the Condominium Act and are attached hereto.

5.02 The undivided interest owned by each unit owner in the common elements is set forth on Exhibit "C" attached hereto. The percentage assigned each unit shall be the basis upon which assessments are made as provided in Paragraph XXII, infra.

5.03 Subject to any provisions of the By-Laws of the Association applicable thereto, a unit owner is entitled to one vote for each unit owned. The one vote of a unit owned jointly shall be divided between or amongst the joint owners in the percentage of ownership each joint owner has in the condominium unit. When a condominium unit is owned as an estate by the entirety, one vote applicable thereto shall be equally divided.

VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.01 The condominium parcel is a separate parcel of real property, owned in fee simple, or any other estate of real property recognized by law.

6.02 There shall pass with a unit as appurtenances thereto:

- (1) An undivided share in the common elements and common surplus.
- (2) The exclusive right to use the portion of the common elements as may be provided by the Declaration.
- (3) 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.
- (4) A unit owner is entitled to the exclusive possession of his unit subject to the irrevocable right of the association to access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements, or for making emergency repairs necessary to prevent damage to common elements or to another unit or units. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners.

6.03 The owner of a unit shall have the right to make decorative changes in and about the patio area, provided such changes require no structural improvements and are in substantial design compliance, architecturally and otherwise, with those certain patio improvements located in the model area. No patio area shall be enclosed in any manner without prior written approval from the Board of Directors of East Wind Lake Village Condominium Association, except as to the Developer on construction of new units contained in any subsequent phase, which may be added to this condominium, from time to time. No improvements to the patio shall be of a height in excess of the height of the perimeter fencing adjacent to the subject patio area as originally constructed by the Developer.

VII. Restraint Upon Separation and Partition of Common Elements

7.01 The undivided share in the common elements which is appurtenant to a unit shall not be separated from it and shall pass with the title to the unit whether or not separately described.

7.02 The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except with the unit.

7.03 The shares in the common elements appurtenant to units are undivided, and no action for partition of the common elements shall lie.

VIII. Common Elements

8.01 Common elements include within their meaning the following items:

- (1) The condominium property which is not included within the units.
- (2) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- (3) An easement of support in every portion of a unit which contributes to the support of a building.
- (4) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.

8.02 Any person having any interest under mortgages of record that encumber any portion of the common elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

IX. Amendment of Declaration

9.01 This Declaration may be modified by two-thirds of the unit owners executing a modification or amendment to this Declaration with the formalities of a deed and recording same in the Public Records of Dade County; provided, however:

- (1) No amendment may change the configuration or size of any condominium unit in any material fashion,

materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment.

(2) If it appears that through scrivener's error a unit has not been designated as owning an appropriate undivided share of the common elements or does not bear an appropriate share of the common expenses or that all the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in this Declaration, so that the sum total of the share of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fails to equal 100 percent, or if it appears that more than 100 percent of common elements or common expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board of Administration or a majority of the unit owners. To be effective the amendment must be executed by the Association and the owners of the units and the owners of mortgages thereon affected by the modifications being made in the shares of common elements, common expenses or common surplus. No other unit owner is required to join in or execute the amendment.

(3) The common elements designated by this Declaration may be enlarged by an amendment to the declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment divests the Association of title to the land and vests title in the unit owners as part of the common elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the unit owned by them.

(4) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

9.02 By this Declaration, each unit owner hereby grants unto the Developer a limited irrevocable power of attorney for the purposes of amending this Declaration of Condominium for the sole purpose of causing the same to comply with any requirement of any governmental agency, such as the Federal Housing Administration (FHA) or the Veterans Administration (VA) which offer insured mortgage programs.

X. Termination

10.01 The condominium property may be removed from the provisions of Florida Statutes Condominium Act only by consent of all of the unit owners evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the condominium parcels.

10.02 Upon removal of the condominium property from the provisions of the Condominium Act, the condominium property is owned in common by the unit owners in the same undivided shares as each owner previously owned in the common elements. All liens shall be transferred to the undivided share in the condominium property attributable to the unit originally encumbered by the lien in its same priority.

10.03 The termination of a condominium does not bar the creation of another condominium affecting all or any portion of the same property.

XI. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition.

XII. Enforcement of Maintenance

In the event the owner of a unit fails to maintain it as required above, or otherwise violates the provisions thereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the unit in good condition, to collect such assessment and have a lien for same as provided in Article XVII, infra. After such assessment, the Association, its employees, or agents shall have the right to enter the unit and do the necessary work to enforce compliance with the above provisions.

XIII. Limited Common Elements

There are limited common elements appurtenant to each of the units in this condominium, such as patios, balconies and parking spaces as shown and reflected on the Floor and Plot Plans set forth on Exhibit "B" attached hereto. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, except for the maintenance expense for all parking spaces which shall be considered common elements for the purpose of cost of repair and maintenance. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements, or involving structural maintenance, repair or replacement shall be treated and paid for as a part of the common expenses of the Association.

XIV. Insurance

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

14.01 Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners, as its and their interests appear, in such amount as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premium for the payment of such insurance shall be paid by the Association and charged as a common expense.

14.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association and all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and be charged as a common expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The institutional mortgagee originally having the highest dollar indebtedness on the units in the condominium property, for so long as it owns and holds any mortgage encumbering a condominium unit in the condominium, shall have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof, and the right to designate and appoint the Insurance Trustee (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights").

At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee originally having the next highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

14.03 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to _____, as Trustee, or to any other bank in Florida with trust powers, as may be approved by said mortgagees, if applicable (which Trustee is herein referred to as "Insurance Trustee"). The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the unit owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "beneficial owners"), in the following shares but such shares need not be set forth upon the records of the Insurance Trustee:

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

(2) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:

(a) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of condominium improvements or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article XIV, for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(3) Mortgagees: In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.04 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(1) **Reconstruction or Repair:** If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to Paragraph 14.08 below). All remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) **Failure to Reconstruct or Repair:** If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article XIV, or retained pursuant to Paragraph 14.08 infra.

(3) **Certificate:** In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

14.05 Loss Within a Single Unit: If loss shall occur within a single unit without damage of the common elements, the insurance proceeds shall be distributed to the beneficial unit owner with remittances to said unit owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same; provided, however, such remittance shall be made solely to an institutional first mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the unit owner shall be fully responsible for the restoration of his unit.

14.06 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

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

(2) If the damage or loss is limited to the common elements, with no, or inconsequential damage or loss to any individual unit and if such damage or loss to the common elements is less than \$3,000, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) infra, if the damage or loss involves any individual unit as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of the original institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the original institutional first mortgagee originally having the greatest number of first mortgages on the condominium property is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee originally having the highest dollar indebtedness on units in the condominium property. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee, or the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination

of the deficiency; levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners, for that portion of the deficiency as it is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual unit which has been damaged, then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessments funds shall be delivered by the Association to the Insurance Trustee and added; by said Trustee, to the proceeds available for the repair and restoration of the property.

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

14.07 "Very Substantial Damage": As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (¾) or more of the total unit space in any building comprising the condominium property is rendered untenantable, or loss or damage where by seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to only one building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Insurance Trustee solely for the benefit of unit owners (and their mortgagees) of said building. Notwithstanding that the ownership of common elements in said building sustaining very substantial damage is partially vested in unit owners of other building(s), in the absence of a determination to abandon the condominium, unit owners of the building(s) not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.

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

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (¾) of the total votes of the members of the condominium shall vote to abandon the condominium, in which case the condominium property shall be removed from the provisions of the law, in accordance with the Statutes of the State of Florida.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required, as set forth above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.

(c) Unless it is determined to abandon the condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as hereinabove provided. To the extent that any insurance proceeds are paid over to institutional first mortgagees, and in the event it is determined not to abandon the condominium and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners (but not upon the institutional first mortgagees).

14.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial

owners of the fund in the manner elsewhere stated.

14.09 Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

14.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

14.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

14.12 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(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, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

14.13 Workmen's Compensation policy to meet the requirements of law.

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

14.15 Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.16 Anything in this Article XIV to the contrary notwithstanding, an institutional first mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) Its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or, (c) it is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

XV. Sales, Rental, Lease or Transfer

15.01 In the event any unit owner wishes to sell, transfer, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

15.02 Should a unit owner wish to sell, transfer, lease or rent his condominium unit, he shall, before accepting any offer to purchase, sell, lease or rent his condominium unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association.

15.03 The Board of Directors of the Association, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or one or more persons, other than unit owners, who are willing to purchase, lease or rent upon the same terms as those specified in the unit owner's notice.

15.04 The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such binding offer within the said fourteen (14) day period shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within sixty (60) days after his notice was given.

15.05 In the event the sale to a third party is approved by the Board of Directors of the Association but is not ultimately consummated or the unit owner withdraws his offer to the Association or rejects the offer of the stated designee of the Association, the unit owner may not sell, lease or rent his unit without further complying with the terms and conditions of this Article XV.

15.06 The consent of the Board of Directors of the Association shall be in proper recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

15.07 The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease, or sub-lease, be used or, in the alternative, the Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

15.08 If a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of this Article XV. The foregoing shall not be deemed an assignment or sub-leasing of a unit.

15.09 No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed Fifty Dollars (\$50.00).

15.10 Anything in this Article XV to the contrary notwithstanding, should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors.

15.11 This Article shall not be applicable to the Developer which is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to the right to maintain model units, have signs, employees in the offices, use the common elements and show units. Sales office signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

XVI. Limitation of Liability

16.01 The liability of the owner of a unit for common expenses is limited to the amounts for which he is assessed for common expenses from time to time in accordance with this declaration and the bylaws.

16.02 The owner of a unit may be personally liable for the acts or omissions of the Association in relation to the use of the common elements but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements.

16.03 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners and they shall have the right to intervene and defend.

XVII. Liens

17.01 Subsequent to recording the declaration and while the property remains subject to the declaration, no liens of any nature are valid against the condominium property as a whole except with the unanimous consent of the unit owners. During this period, liens may arise or be created only against individual condominium parcels.

17.02 Labor performed or materials furnished to a unit shall not be the basis for filing of a lien pursuant to the Mechanics' Lien Law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the labor or materials. Labor performed or materials furnished to the common elements are not the basis for a lien on the common elements, but if authorized by the Association the labor or materials are deemed to be performed or furnished with the express consent of each unit owner and may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners are liable for common expenses.

17.03 If a lien against two or more condominium parcels becomes effective, each owner may relieve his condominium parcel of the lien by exercising any of the rights of a property owner under F.S. Chapter 713, or by payment of the proportionate amount attributable to his condominium parcel. Upon the payment, the lienor shall release the lien of record for that condominium parcel.

XVIII. The Association

18.01 The operation of the condominium property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D". The By-Laws may be modified or amended as provided in Article Twelve of said By-Laws. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the By-Laws shall not affect the validity of the condominium or the title to condominium units.

18.02 The operation of the condominium shall be by the Association which must be a corporation not for profit. The owners of units shall be members of the Association. The officers and directors of the Association have a fiduciary relationship to the unit owners.

18.03 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property. After control of the Association is obtained by unit owners other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including, but not limited to, the common elements, the roof and structural components of a building or other improvements, mechanical, electrical, and plumbing elements serving an improvement or a building, representations of the Developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities. The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available.

18.04 A unit owner does not have any authority to act for the Association by reason of being a unit owner.

18.05 The powers and duties of the Association include those set forth in this Declaration and the By-Laws if not inconsistent with the law.

18.06 The Association has the irrevocable right to access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements, or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

18.07 The Association has the power to make and collect assessments, and to lease, maintain, repair and replace the common elements.

18.08 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. Failure to permit inspection of the Association's accounting records by unit owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the books and records who, directly or indirectly, knowingly denies access to the books and records for inspection. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each unit designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

18.09 The Association has the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey them.

18.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

18.11 The Association has the authority without the joinder of any unit owner, to modify or move any easement for ingress and egress or for the purpose of utilities if the easement constitutes part of or crosses the condominium property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without their consent or approval as required by law or the instrument creating the easement.

XIX. Membership in Association

19.01 The Association was created to perform the acts and duties of the management of the units and common elements defined and described in this Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.

19.02 All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units.

XX. Maintenance; Limitation Upon Improvement

20.01 Maintenance of the common elements is the responsibility of the Association. Limited common elements shall be maintained by those entitled to use the limited common elements.

20.02 There shall be no material alteration or substantial additions to the common elements except in a manner provided in this Declaration.

20.03 A unit owner shall not make any alterations to his unit which would remove any portion of or make any additions to common elements or do anything which would adversely affect the safety or soundness of the common elements or any portion of the condominium property which is to be maintained by the Association.

20.04 Notwithstanding the foregoing, each unit owner shall be liable and responsible for his proportionate share of any and all costs and expenses for maintaining and repairing the recreation building and attendant facilities depicted on Exhibit "E" attached. The developer recognizes that there are not now and may not be in the future 274 units submitted to condominium, and consequently guarantees EAST WIND LAKE VILLAGE CONDOMINIUM ASSOCIATION, INC., and each unit owner who is a member thereof to pay from time to time any and all deficiencies for maintenance and repairs for and to the recreational building, lake and attendant facilities occasioned by the Developer's failure to submit to condominium 274 units. The following definitions shall be utilized in conjunction with the foregoing:

(A) "Maintenance and Repairs" —All operating expenses and expenses required to repair existing facilities.

(B) "Capital Expenditures" —Capital expenditures shall not be included as part of maintenance and repairs. In this regard, capital expenditures shall include not only newly acquired personal property or newly constructed improvements, but also renovations of existing improvements. In the event any capital improvements are made, each unit owner (without participation by Developer) shall pay for the same on a prorata basis without contribution therefor by the Developer.

20.05 In no event shall the Developer be responsible for maintenance required to be paid on a unit unless a Certificate of Occupancy on said unit has been issued by the appropriate governmental authority.

XXI. Recreation Facilities and Lake

The recreational facilities and lake depicted on Exhibit "E" attached are declared as part of the condominium and designated as common elements. All of the existing unit owners in the condominium association as expanded from time to time, shall have the non-exclusive use of the subject recreational facilities and the use of the subject lake both of which are common elements of the Association, together with mutual ingress and egress easements over the unimproved common elements of the Association so as to enable unit owners who are members of the Association to gain access thereto. Each unit owner shall be liable and responsible for his respective maintenance of the aforesaid lake on the same basis as such unit owner is responsible for the maintenance of the recreational facilities.

XXII. Common Expenses and Common Surplus

22.01 Common expenses include the expenses of 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 common expense by this Declaration, the documents creating the condominium, or by-laws.

22.02 Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages provided in the Declaration. A residential condominium unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

22.03 Common surplus is owned by unit owners in the same shares as their ownership interest in the common elements.

XXIII. Assessments; Liability; Lien and Priority; Interest; Collection

23.01 A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

23.02 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

23.03 Assessments and installments on them not paid when due bear interest from the date when due until paid at the rate of ten percent (10%) per annum.

23.04 (1) The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records of Dade County, Florida, stating the description of the condominium parcel, the name of the record owner, the amount due and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by Chapter 95 of Florida Statutes. The claim of lien included only assessments which are due when the claim is recorded. A claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment the person making the payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

NOTICE OF CONTEST OF LIEN

TO: EAST WIND LAKE VILLAGE CONDOMINIUM ASSOCIATION, INC.
(Address)

You are notified that the undersigned contest the claim of lien filed by you on _____ 19____, and recorded in Official Records Book _____ at Page _____, of the Public Records of Dade County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

Executed this _____ day of _____, 19____.

Signed: (Owner or Attorney)

(2) The Clerk of the Circuit Court shall mail a copy of the recorded notice of contest to the lien claimant at the address shown in the claim of lien or most recent amendment to it, shall certify to the service on the face of the notice and shall record the notice. Service is complete upon mailing. After service, the Association has 90 days in which to file an action to enforce the lien, and if the action is not filed within the 90-day period, the lien is void.

23.05 (1) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien.

(2) No foreclosure judgement may be entered until at least thirty (30) days after the association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgement of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the unit owner or mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Paragraph 23.04 (1).

(3) If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

(4) The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

23.06 When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners including such acquirer, his successors and assigns. The foregoing provision may apply to any mortgage of record and shall not be restricted to first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of all or all of the common expenses coming due during the period of such ownership.

23.07 Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

23.08 No unit owner may be excused from the payment of his share of the common expense of a condominium unless all unit owners are likewise proportionately excused from payment, except as provided in the following cases:

(1) The Developer or other person owning condominium units offered for sale may be excused from

the payment of the share of the common expenses and assessments related to those units for a stated period of time subsequent to the recording of this Declaration of Condominium. The period must terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the Developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

(2) The Developer or other person owning condominium units or having an obligation to pay condominium expenses may be excused from the payment of his share of the common expense which would have been assessed against those units during the period of time that he shall have guaranteed to each purchaser in the purchase contract, declaration, or prospectus or by agreement between the Developer and a majority of the unit owners other than the Developer, that the assessment for common expenses of the condominium imposed upon the unit owners would not increase over a stated dollar amount and shall have obligated himself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

XXIV. Taxes, Bond for Payment of Liability During Construction

24.01 Prior to commencement of any construction activity with respect to this condominium development, the developer shall post a bond or place an amount of money in escrow as provided herein, conditioned for payment to the tax collector in the county in which the property or parcel lies, or his successor, upon default in payment of property taxes and special assessments, assessed against the property or parcel prior to time of closing with a unit owner. The developer may select whether to post a bond or place an amount of money in escrow, but, if such selection is not made and bond posted or amount of money placed in escrow prior to the beginning of construction, the tax collector or his successor shall make the selection and require compliance with the provisions hereof, provided, however, the developer shall be exempt from the provisions hereof upon furnishing to the Clerk of the Circuit Court evidence of payment of all taxes and assessments due on the property or parcel.

24.02 The bond required to be posted or the amount of money required to be placed in escrow under the provisions hereof shall be in the amount equal to 110% of the total ad valorem tax liability against the property or parcel in the year immediately preceding the year in which construction is proposed to be commenced. Such bond or account in escrow shall be posted or placed, as appropriate, with the Clerk of the Circuit Court in the county in which the property or parcel lies.

24.03 No interest shall be paid upon any bond posted or sum of money placed in escrow under the provisions hereof.

XXV. Obligations of Members and Owners

In addition to the other obligations and duties heretofore set forth in this Declaration, every unit owner shall:

25.01 Promptly pay the assessments levied by the Association.

25.02 Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

25.03 Not use or permit the use of his unit for any purpose other than as a single family residence for himself and the members of his family and social guests.

25.04 Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

25.05 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the owner's property by, through or under him do likewise.

25.06 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.

25.07 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Declaration.

25.08 Show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.

25.09 Abide by any regulations regarding children as may be established by the Association.

25.10 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The Association shall pay for and be responsible for plumbing repairs

and electrical wiring within the common elements.

25.11 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "C" of this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

25.12 Use the parking space specifically assigned to him, which parking space shall be considered a limited common element.

25.13 Not place screens, jalousies or other enclosures on balconies or other parts of the building, even though such areas may be limited common elements, except as provided for in Section 6.03.

25.14 Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one dwelling unit.

25.15 Not hang any laundry, garments or other unsightly objects which are visible outside of the unit.

25.16 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

25.17 Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

25.18 Each unit owner and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the documents creating the Association, and its bylaws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against:

(1) The Association.

(2) A unit owner.

(3) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by unit owners other than the Developer.

(4) Any director who willfully and knowingly fails to comply with these provisions.

25.19 The prevailing party is entitled to recover reasonable attorneys' fees. This relief does not exclude other remedies provided by law.

XXVI. Transfer of Association Control

26.01 When unit owners, other than the Developer, own fifteen percent (15%) or more of the units in this condominium that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) Three (3) years after Fifty Percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers:

(2) Three (3) months after Ninety Percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers:

(3) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business, any unit in a condominium operated by the Association.

26.02 Within 60 days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association, the Association shall call and give not less than 30 days' nor more than 40 days' notice of a meeting of the unit owners to elect the members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

26.03 If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sales of units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

26.04 Prior to, or not more than 60 days after, the time that unit owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

(1) a. The original or a photo copy of the recorded Declaration of Condominium and all Amendments thereto. If a photo copy is provided, it shall be certified by Affidavit of the Developer or an officer or agent of the Developer as being a complete copy of the actual recorded Declaration.

b. A certified copy of the Association's Articles of Incorporation.

c. A copy of the bylaws.

d. The minute books, including all minutes, and all other books and records of the association, if any.

e. Any house rules and regulations which have been promulgated.

(2) Resignations of officers and members of the Board of Administration who are required to resign because the Developer is required to relinquish control of the Association.

(3) An accounting for all Association funds, including capital accounts and contributions.

(4) Association funds or control thereof.

(5) All tangible personal property that is property of the Association, represented by the Developer to be part of the common elements or ostensibly part of the common elements and an inventory of that property.

(6) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer, his agent, or of an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than three (3) years after the completion of construction or remodeling of the improvements, the requirements of this paragraph shall not apply.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the condominium property.

(9) Any other permits issued by governmental bodies applicable to the condominium property in force or issued within one (1) year prior to the date the unit owners other than the Developer take control of the Association.

(10) All written warranties of the contractor, sub-contractors, suppliers and manufacturers, if any, that are still effective.

(11) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(12) Leases of the common elements and other leases to which the Association is a party.

(13) Employment contracts or service contracts in which the association is one of the contracting parties or service contracts in which the Association or the unit owners have an obligation or responsibility directly or indirectly to pay some or all of the fee or charge of the person or persons performing the service.

(14) All other contracts to which the Association is a party.

XXVII. Sales Deposits Prior to Closing.

27.01 If a Developer contracts to sell a condominium parcel and the construction, furnishing and landscaping of the property submitted to condominium ownership has not been substantially completed in accordance with the plans and specifications and representations made by the Developer in the disclosures required by this Declaration, the Developer shall pay into escrow account established with a bank or trust company having trust powers, an attorney who is a member of The Florida Bar, a real estate broker registered under F.S. Chapter 475 or a title insurance company authorized to insure title to real property in the State of Florida, all payments up to ten (10%) percent of the sale price received by the Developer from the buyer towards a sale price. The escrow agent shall give to the purchaser a receipt for the deposit, upon request. The escrowed funds may be deposited in separate accounts or in common escrow or trust accounts or commingled with other escrow or trust accounts handled by or received by the escrow agent. The escrow agent may invest the escrow funds in securities of the United States or any agency thereof or in savings or time deposits in institutions secured by an agency of the United States. Funds shall be released from escrow as follows:

(1) If a buyer properly terminates the contract pursuant to its terms or pursuant to the Condominium Act the funds shall be paid to the buyer together with any interest earned.

(2) If the buyer defaults in the performance of his obligations under the contract of purchase and sale, the funds shall be paid to the Developer together with any interest earned.

(3) If the contract does not provide for the payment of any interest earned on the escrowed funds, interest shall be paid to the Developer at the closing of the transaction.

(4) If the funds of a buyer have not been previously disbursed in accordance with the provisions of this subsection, they may be disbursed to the Developer by the escrow agent at the closing of the transaction, unless prior to the disbursement the escrow agent receives from the buyer written notice of a dispute between the buyer and Developer.

27.02 All payment in excess of the ten (10%) percent of the sales price described in subsection 27.01 received prior to completion of construction by the Developer from the buyer on a contract for purchase of a condominium parcel shall be held in a special escrow account by the Developer or his agent and may not be used by the Developer prior to closing the transaction, except as provided in subsection 28.03 or except for refund to the buyer. If the money remains in this special account for more than three (3) months and earns interest, the interest shall be paid as provided in subsection 27.01.

27.03 If the contract for sale of the condominium unit so provides, the Developer may withdraw escrow funds in excess of ten (10%) percent of the purchase price from the special account required by subsection 27.02 when the construction or improvements has begun. He may use the funds in the actual construction and development of the condominium property in which the unit to be sold is located. However, no part of these funds may be used for salaries, commissions, or expenses of salesmen or for advertising purposes. A Contract which permits use of the advance payments for these purposes shall include the following legend conspicuously printed or stamped in boldface type on the first page of the contract and immediately above the place for signature of the buyer: ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

27.04 Completion of construction means issuance of a certificate of occupancy for the entire building or improvement, or the equivalent authorization issued by the governmental body having jurisdiction, and in jurisdictions where no Certificate of Occupancy or equivalent authorization is issued, it means substantial completion of construction, finishing and equipping of the building or improvements according to the plans and specifications.

27.05 Failure to comply with the provisions of this section renders the contract voidable by the buyer, and if voided all sums deposited or advanced under the contract shall be refunded with interest at the highest rate then being paid on savings accounts, excluding certificates of deposit, by savings and loan associations in Dade County, Florida.

27.06 Any developer who willfully fails to pay all required funds into the escrow accounts required by this section is guilty of a felony of the third degree, punishable as provided in F.S. Sections 775.082, 775.083 or 775.084.

XXVIII. Warranties

28.01 The Developer shall be deemed to have granted to the purchaser of each unit an implied warranty of fitness and merchantability for the purposes or uses intended as follows:

(1) As to each unit, a warranty for three (3) years commencing with the completion of the building containing the unit.

(2) As to the personal property that is transferred with, or appurtenant to, each unit, a warranty which is for the same period as that provided by the manufacturer of the personal property, commencing with the date of closing of the purchase of the date of possession of the unit, whichever is earlier.

(3) As to all other improvements for the use of unit owners, a three (3) year warranty commencing with the date of completion of the improvements.

(4) As to all other personal property for the use of the unit owners, a warranty which shall be the same as that provided by the manufacturer of the personal property.

(5) As to the roof and structural components of a building or other improvements and as to mechanical, electrical, and plumbing elements serving improvements of a building, except mechanical elements serving only one unit, a warranty for a period beginning with the completion of construction of each building or improvement and continuing for three (3) years thereafter or one (1) year after owners other than the Developer obtain control of the Association, whichever occurs last but in no event more than five (5) years.

(6) As to all other property which is conveyed with a unit, a warranty to the initial purchaser of each unit for a period of one (1) year from the date of closing of the purchase or the date of possession, whichever occurs first.

28.02 The contractor and all subcontractors and suppliers grant to the Developer and to the purchaser of each unit implied warranties of fitness as to the work performed or materials supplied by them as follows:

(1) For a period of three (3) years from the date of completion of construction of a building or improvement a warranty as to the roof and structural components of the building or improvement, and mechanical and plumbing elements serving a building or an improvement, except mechanical elements serving only one unit.

(2) For a period of one (1) year after completion of all construction a warranty as to all other improvements and materials.

28.03 Completion of a building or improvement means issuance of a Certificate of Occupancy for the entire building or improvement, or the equivalent authorization issued by the governmental body having jurisdiction, and in jurisdiction where no certificate of occupancy or equivalent authorization is issued, it means substantial completion of construction, finishing and equipping of the building or improvement according to the plans and specifications.

28.04 These warranties are conditioned upon routine maintenance being performed unless the maintenance is an obligation of the Developer or a Developer-controlled Association.

XXIX. Association's Right to Amend the Declaration of Condominium

29.01 If there is an omission or error in this Declaration of Condominium, or in other documents required by law to establish this condominium, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create the Declaration. The amendment is effective when passed, approved, and a certificate of the amendment is executed and recorded as provided in the Condominium Act. This procedure for amendment cannot be used if such an amendment would materially adversely affect property rights of unit owners, unless the affected unit owners consent in writing. This subsection does not restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of unit owners are not materially or adversely affected.

29.02 If there is an omission or error in this Declaration of Condominium, or other documents required to establish the condominium which would affect the valid existence of the condominium and which may not be corrected by the amendment procedures in this Declaration of Florida Statutes, then the Circuit Courts have jurisdiction to entertain petitions of one or more of the unit owners therein, or of the Association, to correct the error or omission, and the action may be a class action. The court may require that one or more methods of correcting the error or omission be submitted to the unit owners to determine the most acceptable correction. All unit owners and the Association must be joined as parties to the action. Service or process on owners may be by publication, but the Plaintiff shall furnish all unit owners not personally served with process with copies of the petition and final decree of the Court by certified mail, return receipt requested, at their last known residence address. If an action to determine whether the Declaration or other condominium documents comply with the mandatory requirements for the formation of a condominium contained in Florida Statutes is not brought within three (3) years of the filing of the Declaration, the Declaration and other documents shall be effective under Florida Statutes to create a condominium, whether or not the documents substantially comply with the mandatory requirements of the Condominium Act. However, both before and after the expiration of this three (3) year period, Circuit Courts have jurisdiction to entertain petitions permitted under the Condominium Act for the correction of the documentation, and other methods of amendment may be utilized to correct the errors or omissions at any time.

XXX. Manager

The Association shall have a manager whose duties and salary shall be prescribed by the Board of Administration of the Association. The manager's salary shall be paid by the Association and assessed as a monthly maintenance or management charge.

XXXI. Management Agreement

The Association has entered into a Management Agreement, a copy of which is attached hereto as Exhibit "F". Each unit owner, his heirs, successors and assigns shall be bound by the said Management Agreement to the same extent and effect as if he had executed said agreement for the purposes therein expressed, including, but not limited to: Adopting, ratifying and confirming to the execution thereof by the Association; covenanting to perform each of the undertakings to be

performed by owners as provided for thereunder; agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that the persons comprising the directors and officers of the Association initially may be the owners of all of the stock of the said management corporation and that such circumstances shall not and cannot be construed or considered as breach of their duties and obligations to the Association nor as possible grounds to invalidate the Management Agreement in whole or in part.

XXXII. Further Submission to Condominium Ownership

32.01 The Developer or its assigns, from time to time may improve further portions of the Developer's land and by amendment to the Declaration submit no more than 274 units, in phases, with appurtenances thereto, to condominium ownership; however, nothing contained herein shall obligate the Developer to further develop the Developer's land. The Developer shall have the sole discretion as to when, where and what number of additional units, if any, shall be constructed and/or submitted to condominium ownership in the future.

Notwithstanding the foregoing, the Developer acknowledges that it has filed a site plan with Dade County, Florida, and has agreed to substantially comply with the same for future construction, if, as and when the same takes place. The unit owner acknowledges the Developer may desire to apply to Dade County, Florida at some time in the future to modify the aforesaid plot plan and the unit owner hereby consents to such application for modification by the Developer from time to time in the future, provided such application for modification shall not cause more units to be constructed upon the subject real property than as represented in the subject plot plan and further, that no building shall exceed three stories in height.

32.02 Each unit owner of a unit depicted on Exhibit "A" attached, shall own an undivided interest in the common elements as set forth on Exhibit "C" attached. Each unit owner's undivided interest in the common elements shall be reduced proportionately (utilizing each unit's undivided interest in the common elements as a proportionate basis) as more units are submitted to condominium ownership from time to time by recordation of an amendment hereto, as provided for in Exhibit "E" attached. In the event the total land and units described and depicted on Exhibit "E" attached are submitted to condominium ownership, then at such time each unit owner's undivided interest in the common elements shall be based on the total number of units, being 274.

It is expressly reiterated that if the Developer submits additional phases to condominium as provided for on Exhibit "G" attached, then as each subsequent phase is added, then the unit owner's undivided interest in the common elements, as well as the common expense and surplus shall be continuously decreased in accordance with the number of units so submitted.

32.03 The land which may become part of the condominium and the land on which each phase is to be built is as described in Exhibit "G" attached.

32.04 The number and general size of units to be included in each phase are contemplated to be as set forth in Exhibit "H" attached.

32.05 The recreational areas and facilities shall be owned as common elements by all unit owners. A description of the same, along with the personal property to be contained therein are as described on Exhibit "I" attached. ALL RECREATIONAL FACILITIES TO SERVE THE CONTEMPLATED 274 UNITS ARE BEING CONSTRUCTED SIMULTANEOUSLY WITH THE CONSTRUCTION OF THE INITIAL PHASE BEING DECLARED CONDOMINIUM HEREBY, EXCEPT FOR THOSE DEPICTED ON EXHIBIT "I" AND MARKED BY AN "X".

32.06 The membership vote and ownership in the Association is as set forth in Paragraph 32.02 hereof. It shall be incumbent upon the Developer to notify the owners of existing units of the commencement of or decision not to add one or more additional phases. Notice of the foregoing shall be by certified mail, addressed to each unit owner at the address of his unit, or at his last known address.

32.07 If one or more phases are not built, the units which are built shall be entitled to 100% ownership of all common elements with the phases actually developed and added as a part of the condominium.

32.08 If this Declaration requires the Developer to convey any additional lands or facilities to the condominium after the completion of the first phase and he fails to do so within the time specified, or within a reasonable time if none is specified, then any owner of a unit or the Association may enforce such obligations against the Developer, or bring an action against the Developer for damages caused by the Developer's failure to convey to the Association such additional lands or facilities.

32.09 Amendments adding phases to this condominium shall not require the execution of such amendments or consents thereto by unit owners other than the Developer.

32.10 The initial phase of this condominium shall be completed within five (5) years after the recordation of this Declaration and each subsequent phase described on Exhibit "G" attached, shall be completed within seven (7) years from the date of the recordation thereof.

32.11 It is the Developer's opinion that the overall site plan as described on Exhibit "E" attached, pictorially depicts the impact that each phase of the development when added, will have on existing phases.

32.12 Notwithstanding the fact that the Developer has designated subsequent phases which may be added to this condominium, the Developer shall not be bound by any particular sequence of addition, i.e., the Developer may cause the second phase to be added to be phase number "5" as described on Exhibit "G" attached, as opposed to phase number "2".

The Developer shall, at all times, retain the right to add any new phase to this condominium without first having completed any or all prior phases subject, however, to the terms and conditions of paragraph 32.10 hereof.

XXXIII. Miscellaneous

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

33.02 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their place of residence in the condominium building, unless the unit owner has, by written notice, duly receipted for, has specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

33.03 Each unit owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association or in a proper case by or against one or more unit owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

33.04 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. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

33.05 No unit shall be occupied by more than one family.

33.06 A tenant of any unit owner or of the Developer shall have the same right to use the recreational facilities as the owner of said unit has. In no event shall any individual or family other than the individual or family residing in the condominium unit and their guests be entitled to use said recreational facilities.

33.07 A unit owner shall have the right to keep pets, birds or other animals in his unit provided no animal exceeds 20 pounds; said animals may be permitted in the common elements, except the recreational facilities, provided the same are caged or leashed. The right, hereby granted, shall be subject to any and all regulations concerning animals that may be established from time to time by the Association.

33.08 This Declaration and all Exhibits hereto shall be binding upon and insure to the benefit of each unit owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any unit owners.

IN WITNESS WHEREOF, TRAFALGAR DEVELOPERS OF FLORIDA, INC., a Florida corporation, has hereunto set its corporate hand and seal on this the 25TH day of October, 1976.

igned, Sealed and Delivered in the presence of:
Miriam Cajanilla
[Signature]

STATE OF FLORIDA
COUNTY OF DADE

TRAFALGAR DEVELOPERS OF FLORIDA, IN a Florida corporation,
BY: [Signature] Vice President
Attest: [Signature] Secretary

I HEREBY CERTIFY that on this day personally appeared before the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____ and _____ Vice President and Secretary, respectively, of TRAFALGAR DEVELOPERS

OF FLORIDA, INC., a Florida corporation, and they acknowledged before r
that they executed the foregoing Declaration of Condominium as such
officers, as the act and deed of said corporation, for the uses and
purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County,
Florida, this 25th day of October, 1976.

Theodora H. Simpson
Notary Public

My Commission Expires:

June 21, 1980