

DECLARATION OF CONDOMINIUM
OF
THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM

83-056720

THIS DECLARATION OF CONDOMINIUM is made by DEVELOPMENT INNOVATIONS, INC., a Florida corporation, hereinafter referred to as "DEVELOPER," for itself, its successors, grantees and assigns.

WHEREIN, the DEVELOPER makes the following declarations:

1. Purpose: The purpose of this DECLARATION is to submit the land and improvements described to the CONDOMINIUM FORM OF OWNERSHIP and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the "CONDOMINIUM ACT." Except where permissive variances therefrom appear in this DECLARATION, the annexed ARTICLES and/or BYLAWS of the ASSOCIATION, or in lawful amendments to these instruments, the provisions of the CONDOMINIUM ACT are incorporated herein by reference. This DECLARATION, the ARTICLES and the BYLAWS of the ASSOCIATION, as lawfully amended from time to time, and the CONDOMINIUM ACT as same exists as of the execution of this DECLARATION, shall govern this CONDOMINIUM and the rights, duties and responsibilities of UNIT OWNERS therein.

1.1 Name. The name by which this CONDOMINIUM is to be identified is The Racquet Club of Deer Creek II, a Condominium.

1.2 Submission to CONDOMINIUM FORM OF OWNERSHIP. By this DECLARATION, the fee simple title to the property described upon Exhibit "C" attached hereto and made a part hereof, is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP.

1.3 Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all 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 ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived shall run with each UNIT as herein defined.

2. Definitions. The terms used in this DECLARATION and all exhibits attached hereto, and in the ARTICLES and the BYLAWS, shall have the meanings stated in the CONDOMINIUM ACT and as follows, unless the context otherwise requires.

2.1 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

2.2 ASSESSMENT means a share of the funds required for the payment of COMMON EXPENSES which from time to time is assessed against a UNIT OWNER, and all other sums which may be assessed against a UNIT OWNER or which may be required to be paid by any UNIT OWNER to the ASSOCIATION pursuant to this DECLARATION, the ARTICLES or the BYLAWS.

2.3 ASSOCIATION means THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the CONDOMINIUM.

2.4 BOARD means the Board of Directors of the ASSOCIATION.

2.5 BUILDING means and includes any building contained within the CONDOMINIUM from time to time as herein provided.

2.6 BYLAWS means the bylaws of the ASSOCIATION, as same may be amended from time to time.

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2.7 COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.

2.8 COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:

2.8.1 Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.

2.8.2 Expenses of maintenance, operation, repair or replacement of COMMON ELEMENTS.

2.8.3 Expenses declared COMMON EXPENSES by the provisions of this DECLARATION, the ARTICLES and/or the BYLAWS.

2.8.4 Any valid charge against the CONDOMINIUM as a whole.

2.8.5 Any expense of or charges to the ASSOCIATION as provided for in this DECLARATION, the ARTICLES and/or the BYLAWS.

2.8.6 Expenses of maintenance, operation, repair or replacement of any recreational facilities within the COMMON ELEMENTS or owned by the ASSOCIATION, which may exist from time to time, and the lands underlying the facilities.

2.9 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 amount of COMMON EXPENSES.

2.10 CONDOMINIUM means The Racquet Club of Deer Creek II, a Condominium, which is formed pursuant to this DECLARATION.

2.11 CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 718 of the Florida Statutes.

2.12 CONDOMINIUM FORM OF OWNERSHIP means that form of ownership of real property created pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.

2.13 CONDOMINIUM PARCEL means a UNIT together with the undivided share in the COMMON ELEMENTS which is appurtenant to the UNIT.

2.14 CONDOMINIUM PROPERTY means the lands that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.

2.15 DECLARATION or DECLARATION of CONDOMINIUM means this instrument, as it may be amended from time to time.

2.16 DEVELOPER means and refers to the person or entity executing this DECLARATION, its successors, grantees, assigns, nominees, and designees. In the event any mortgagee of the DEVELOPER obtains title to all or any portion of the CONDOMINIUM PROPERTY by foreclosure, or deed in lieu thereof, such mortgagee shall become the DEVELOPER only if it so elects, by written notice to the BOARD, but in any event such mortgagee may assign its rights as DEVELOPER to any third party who acquires title to all or a portion of the CONDOMINIUM PROPERTY from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior DEVELOPER, except as same are expressly assumed by the mortgagee. The term "DEVELOPER" shall not include any person or entity acquiring title only to one or more UNIT(S) for which a certificate of occupancy has been issued by the controlling governmental authority, unless DEVELOPER specifically assigns its rights as developer to such person or entity.

2.17 INSTITUTIONAL MORTGAGEE or INSTITUTIONAL LENDER means any company or entity holding a first mortgage encumbering a CONDOMINIUM PARCEL, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans, and which company or entity is not owned or controlled by the UNIT OWNER of the CONDOMINIUM PARCEL encumbered. An INSTITUTIONAL LENDER may include a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL MORTGAGEE shall also mean the holder of any mortgage executed by or in favor of the DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL MORTGAGEE.

2.18 LIMITED COMMON ELEMENTS means those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS, if any.

2.19 UNIT or DWELLING UNIT means a part of the CONDOMINIUM PROPERTY which is subject to exclusive ownership. The term DWELLING shall be synonymous, and may be used interchangeably, with UNIT.

2.20 UNIT OWNER means the record owner(s) of a CONDOMINIUM PARCEL.

3. Development Plans. This CONDOMINIUM is being developed in phases pursuant to Section 718.403 of the CONDOMINIUM ACT. Initially, the CONDOMINIUM PROPERTY will consist of the land and improvements described and depicted in Exhibit "C" attached hereto, which will be sometimes hereinafter referred to as Phase 1 of the CONDOMINIUM. As described in detail in Paragraph (23) of this DECLARATION, seven (7) additional phases may be added as part of the CONDOMINIUM PROPERTY. If all of the buildings are added the CONDOMINIUM PROPERTY will consist of a total of eight (8) BUILDINGS containing eighty-eight (88) UNITS, all as generally depicted in Exhibit "B" attached hereto, and the CONDOMINIUM PROPERTY will consist of the property described in Exhibit "A" attached hereto. Notwithstanding the foregoing, nothing contained herein shall impose upon the DEVELOPER any obligation to add any additional lands or improvements to the CONDOMINIUM PROPERTY, or to otherwise utilize all or any portion of the lands described in Exhibit "A" (other than Phase 1) in any particular manner.

4. CONDOMINIUM Improvements and UNITS.

4.1 Plot Plan and Survey. A survey of the property initially comprising the CONDOMINIUM, a graphic description of the improvements, and a plot plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are all attached hereto as Exhibit "C." This exhibit, together with this DECLARATION, is an accurate representation of the location and dimensions of the improvements constituting the CONDOMINIUM and are in sufficient detail so that the identification, location, and dimensions of the COMMON ELEMENTS and of each UNIT can be determined.

4.2 UNIT Identification. The legal description of each UNIT shall consist of the combination of the letter designation for the BUILDING in which the UNIT is located, and the number of such UNIT, as shown upon Exhibit "C." Every deed, lease, mortgage or other instrument may legally describe a UNIT and/or CONDOMINIUM PARCEL by its identifying UNIT designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

4.3 UNIT Boundaries. Each UNIT shall include that part of the BUILDING containing the UNIT that lies within the boundaries of the UNIT, which boundaries are as follows:

4.3.1 Upper and Lower Boundaries. The upper and lower boundaries of each UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries.

4.3.1.1 Upper boundary: The horizontal plane of the undecorated finished ceiling. In a UNIT containing a room in which the ceiling is raised above the level of the ceiling in the rest of the UNIT, the ceiling shall

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include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the UNIT, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

4.3.1.2 Lower boundary: The horizontal plane of the undecorated finished floor. In a UNIT containing a room in which the floor is raised above the level of the floor in the rest of the UNIT, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the UNIT, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

4.3.2 Perimetrical Boundaries. The perimetrical boundaries of the UNIT shall be the vertical planes of the unfinished interior surfaces of the building walls bounding the UNIT, the vertical planes of finished exterior surfaces of screened or glass walls bounding the UNIT, and imaginary vertical planes along the lower boundaries of the UNIT where there is no wall, extended to their planar intersections with each other and with the upper and lower boundaries.

4.3.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framings and casings therefore, shall be included in the boundaries of the UNIT.

4.3.4 Boundaries - Further Defined. The boundaries of the UNIT shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each UNIT and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other UNITS and/or for COMMON ELEMENTS. No part of the interior non-boundary walls within a UNIT shall be considered a boundary of the UNIT.

4.3.5 Exceptions. In cases not specifically covered above, and/or in the case of any conflict or ambiguity, the survey of the UNITS set forth in Exhibit "C" hereto shall control in determining the boundaries of a UNIT, except the provisions of Section 4.3.1 and 4.3.2 above shall control unless specifically reflected on such survey. Furthermore, in the case of any conflict between the language of this DECLARATION describing the boundaries of any UNIT, and any language contained on the survey attached as Exhibit "C" describing the boundaries of any UNIT, the language of this DECLARATION shall control.

4.4 LIMITED COMMON ELEMENTS. The areas depicted as "LIMITED COMMON ELEMENTS" on Exhibit "C" of this DECLARATION, if any, shall be limited common elements of the UNIT designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT designated, and their guests and invitees.

4.5 AUTOMOBILE PARKING SPACES.

4.5.1 The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests and invitees. The ASSOCIATION may assign one (1) parking space for the exclusive use of the UNIT OWNER or any resident of each UNIT, and their guests and invitees. No UNIT OWNER or resident of any UNIT, and none of their guests and invitees, shall park in a parking space assigned to another UNIT. All other parking spaces will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees. The ASSOCIATION shall have the right to reassign parking spaces from time to time upon written notice to the affected UNIT OWNERS.

4.5.2 Any transfer of title of a UNIT, including a transfer by operation of law, shall operate to transfer the exclusive use of the UNIT'S then assigned parking space(s). In addition, a UNIT OWNER shall not sell, reassign or otherwise transfer his right to use his then assigned parking space(s) without the express prior written consent of the BOARD.

5. Easements and Restrictions. Each of the following easements are hereby created, which shall run with the land of the CONDOMINIUM and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the CONDOMINIUM.

5.1 Utilities. Easements as may be required for utility services in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a UNIT shall be only according to the plans and specifications for the building containing the UNIT or as the building is actually constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each UNIT to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and COMMON ELEMENTS contained in the UNIT or elsewhere in the CONDOMINIUM PROPERTY and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the UNIT OWNER's permitted use of the UNIT, and except in the event of an emergency, entry into any UNIT shall be made on reasonable notice to the UNIT OWNER.

5.2 Support. Every portion of a UNIT contributing to the support of a BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS and COMMON ELEMENTS in the BUILDING.

5.3 Perpetual Non-exclusive Easement in COMMON ELEMENTS. The COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

5.4 Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.

5.5 Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT; if any UNIT encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS made by or with the consent of the ASSOCIATION; (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON ELEMENTS; or (v) any non-purposeful or non-negligent act of a UNIT OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

5.6 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the UNITS and the CONDOMINIUM PROPERTY.

5.7 Easements and Restrictions of Record. The creation of this CONDOMINIUM is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

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5.8 Easements for Pedestrian and Vehicular Traffic.

5.8.1 Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON ELEMENTS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the COMMON ELEMENTS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the UNIT OWNERS and the residents of the CONDOMINIUM, and their guests and invitees.

5.8.2 Easements in favor of all persons from time to time owning or holding a mortgage encumbering any portion of the property described on Exhibit "A," for their use and benefit and for the use and benefit of their tenants, guests and invitees, for ingress and egress over and across all roads existing from time to time within the CONDOMINIUM.

5.8.3 Ingress and egress to and from the CONDOMINIUM PROPERTY between Deer Creek Road and the CONDOMINIUM PROPERTY has been established over the roads within the Racquet Club of Deer Creek, a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 9536, at Page 322, of the Public Records of Broward County, Florida, pursuant to Paragraph 3.7 of said Declaration of Condominium.

5.9 Additional Easements. DEVELOPER (so long as it owns any UNITS) and the ASSOCIATION, on their behalf and on behalf of all UNIT OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the COMMON ELEMENTS in favor of the UNIT OWNERS and residents of the CONDOMINIUM and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS and residents of the CONDOMINIUM and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of any UNIT for dwelling purposes, only the joinder of the UNIT OWNERS and INSTITUTIONAL MORTGAGEES of UNITS so affected shall be required. To the extent required, all UNIT OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

6. Ownership.

6.1 Type of Ownership. Ownership of each CONDOMINIUM PARCEL may be in fee simple or in any other estate in real property recognized by the law, subject, however, to this DECLARATION and restrictions, reservations, easements and limitations of record.

6.2 UNIT OWNER'S Rights. Each UNIT OWNER is entitled to the exclusive use and possession of his UNIT. He shall be entitled to use the COMMON ELEMENTS in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other UNIT OWNERS. There shall be a joint use of the COMMON ELEMENTS and a joint and mutual easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of COMMON ELEMENTS. The fee title of each CONDOMINIUM PARCEL shall include both the UNIT and an undivided interest in the COMMON ELEMENTS, said undivided interest in the COMMON ELEMENTS to be deemed to be conveyed or encumbered with its respective UNIT, even though the description in the deed or instrument of conveyance may refer only to the fee title to the UNIT. Any attempt to separate and/or action to partition the fee title to a UNIT from the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall be null and void.

8. Percentage of Ownership of COMMON ELEMENTS. Each of the UNIT OWNERS of the CONDOMINIUM shall own an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT OWNER'S UNIT, which undivided share shall be equal to $1/X$, "X" being the number of UNITS contained within the CONDOMINIUM from time

to time. Accordingly, each UNIT OWNER'S initial undivided share in the COMMON ELEMENTS will be 1/5, which will be redetermined if and when each phase is added to the CONDOMINIUM as described in Paragraph 23 of this DECLARATION.

9. COMMON EXPENSE and COMMON SURPLUS.

9.1 Each UNIT OWNER will be responsible for a portion of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER'S UNIT as determined above. In the event the ASSOCIATION operates more than one (1) condominium, the COMMON EXPENSES of this CONDOMINIUM shall include all expenses specifically relating to this CONDOMINIUM, as well as this CONDOMINIUM'S share of all mutual expenses relating to this and other condominiums operated by the ASSOCIATION, as determined by the BOARD.

9.2 Any COMMON SURPLUS of the ASSOCIATION shall be owned by each UNIT OWNER in the same proportion as his liability for COMMON EXPENSES. In the event the ASSOCIATION operates more than one condominium, then the UNIT OWNERS in this CONDOMINIUM shall only have an interest in the COMMON SURPLUS of the ASSOCIATION attributable to this CONDOMINIUM.

10. Maintenance of CONDOMINIUM PROPERTY. The responsibility for the maintenance of the CONDOMINIUM PROPERTY, shall be as follows:

10.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE:

10.1.1 All COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except for portions to be maintained by the UNIT OWNERS as hereinafter provided.

10.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a UNIT contributing to the support of the BUILDING or to another UNIT, or within interior boundary walls, and all such facilities contained within a UNIT which service part or parts of the CONDOMINIUM other than the UNIT within which such facilities are contained.

10.1.3 All property owned by the ASSOCIATION.

10.1.4 Any unimproved property outside of and contiguous to the CONDOMINIUM (with the consent of the owner of such property except where such property consists of unpaved road right-of-way) which the board determines to maintain from time to time.

All incidental damage caused to a UNIT by such work shall be promptly repaired at the expense of the ASSOCIATION.

10.2 By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER'S EXPENSE:

10.2.1 All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and doors on the exterior of his UNIT, and framing for same. Also included within the responsibility of the UNIT OWNERS shall be the maintenance and painting of exterior building walls within a UNIT OWNER'S screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

10.2.2 The air conditioning and heating systems serving the UNIT OWNER'S UNIT, whether inside or outside of his UNIT.

10.2.3 Within the UNIT OWNER'S UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or

alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER'S UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM property.

10.3 No UNIT OWNER shall operate, maintain, repair or replace any portion of the CONDOMINIUM property to be operated, maintained, repaired and/or replaced by the ASSOCIATION without first obtaining written approval from the ASSOCIATION. Each UNIT OWNER shall promptly report to the ASSOCIATION any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the ASSOCIATION.

10.4 Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, repair or replacement of any COMMON ELEMENTS or any other UNIT, or for making emergency repairs necessary to prevent damage to any COMMON ELEMENTS or to any other UNIT, the owner of the UNIT shall permit the ASSOCIATION, the other UNIT OWNERS, or persons authorized by them, to enter the UNIT for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. To facilitate entry in the event of any emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit a key to such UNIT with the ASSOCIATION.

11. Additions, Alterations or Improvements.

11.1 By the ASSOCIATION. The ASSOCIATION shall have the right to make such additions, alterations or improvements to the COMMON ELEMENTS as it deems necessary or desirable from time to time, provided, however, that if the cost of any additions, alterations or improvements shall in any calendar year exceed in the aggregate the sum of Two Hundred (\$200) Dollars (which sum shall be increased in direct proportion to any increase in the Consumer Price Index subsequent to the date of the recording of this DECLARATION, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, using the U.S. city average, all items (1967 = 100), or any similar index if the foregoing Index is discontinued) multiplied by the number of UNITS in the CONDOMINIUM as of the time such additions, alterations or improvements are to be made, then such additions, alterations or improvements shall not be performed without the approval of a majority of the UNIT OWNERS. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON ELEMENTS. The cost and expense of any such additions, alterations, or improvements to the COMMON ELEMENTS shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES.

11.2 By UNIT OWNERS. No UNIT OWNER shall make any structural addition, alteration or improvement in or to his UNIT without the prior written consent of the ASSOCIATION. Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATION'S approval as to same may be granted or withheld in the ASSOCIATION'S sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM property, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the ASSOCIATION with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER'S heirs, personal representatives, successors, and assigns, as appropriate, to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom. Notwithstanding the foregoing, no UNIT OWNER shall make any addition, alteration or improvement in or to the exterior of the BUILDING containing the UNIT, or any LIMITED COMMON ELEMENT of

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the UNIT, or any COMMON ELEMENT, including, but not limited to: electric or other fixtures; awnings, porches, patios, terraces, balconies, or courts, or any enclosure of same; fountains, swimming pools, whirlpools, hot tubs, or other similar improvements; or any landscaping.

11.3 By the DEVELOPER. The foregoing restrictions shall not apply to DEVELOPER-owned UNITS. DEVELOPER shall have the right, without the consent or approval of the ASSOCIATION or any other UNIT OWNER, to (i) make alterations, additions or improvements, in, to, and upon UNITS owned by DEVELOPER, or any LIMITED COMMON ELEMENTS of such UNITS or any COMMON ELEMENTS, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, the removal of walls, floors, ceilings and other structural portions of any improvements); and (ii) change the layout or number of rooms in any DEVELOPER-owned UNITS; provided, however, the DEVELOPER shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in connection with the foregoing. In making the above alterations, additions and improvements DEVELOPER may relocate and alter COMMON ELEMENTS adjacent to or affected by same, provided that such relocation or alteration does not materially and adversely affect the market value (in DEVELOPER'S sole but reasonable opinion) or ordinary use of UNITS owned by UNIT OWNERS other than DEVELOPER. In the event DEVELOPER makes any alterations, additions or improvements as authorized above, then DEVELOPER shall have the right to amend this DECLARATION to reflect same. Such amendment need be signed and acknowledged only by DEVELOPER and shall not require the approval or joinder of the ASSOCIATION, other UNIT OWNERS or mortgagees of UNITS, whether or not such approvals are elsewhere required for an amendment to this DECLARATION. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of DEVELOPER.

12. Determination of COMMON EXPENSES and Fixing of ASSESSMENTS Therefor. The BOARD shall from time to time, and at least annually, prepare and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS for COMMON EXPENSES payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the UNIT OWNERS in accordance with the provisions of this DECLARATION and the BYLAWS. The ASSOCIATION shall notify all UNIT OWNERS, in writing, of the amount and due dates of the ASSESSMENTS for COMMON EXPENSES payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any ASSESSMENTS for COMMON EXPENSES are made in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the ASSOCIATION notifies the UNIT OWNER in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of ASSESSMENTS for COMMON EXPENSES shall be given to any INSTITUTIONAL MORTGAGEE. The COMMON EXPENSES shall include the expenses of and reserves for (if desired by the BOARD or required by law) the operation, maintenance, repair and replacement of the COMMON ELEMENTS, costs of carrying out the powers and duties of the ASSOCIATION, and any other expenses designated as COMMON EXPENSES by the CONDOMINIUM ACT, this DECLARATION, the ARTICLES or BYLAWS, applicable Rules and Regulations, or by the ASSOCIATION. Working capital contributions made to the ASSOCIATION upon the sale of UNITS by the DEVELOPER may be used to reimburse the DEVELOPER for start-up expenses of the ASSOCIATION, or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated. Any budget adopted by the BOARD shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the BYLAWS. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular ASSESSMENTS for COMMON EXPENSES, the ASSOCIATION may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. ASSESSMENTS for COMMON EXPENSES will commence upon the conveyance of the first UNIT by the DEVELOPER, and prior to such commencement date the DEVELOPER will be responsible for all COMMON EXPENSES of the CONDOMINIUM.

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13. Monetary Defaults and Collection of ASSESSMENTS.

13.1 Liability for ASSESSMENTS. A UNIT OWNER, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all ASSESSMENTS coming due while he is the UNIT OWNER, and except as hereinafter provided shall be liable for all unpaid ASSESSMENTS owed by the prior UNIT OWNER of the UNIT OWNER'S UNIT, without prejudice to any right the UNIT OWNER may have to recover from the prior UNIT OWNER any ASSESSMENTS paid by the UNIT OWNER. The ASSESSMENTS shall include regular and special ASSESSMENTS for COMMON EXPENSES, and other ASSESSMENTS which may be payable to the ASSOCIATION by a UNIT OWNER pursuant to the CONDOMINIUM ACT, this DECLARATION, the ARTICLES, or the BYLAWS.

13.2 Non-Waiver. 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.

13.3 Interest. ASSESSMENTS and installments on ASSESSMENTS not paid within ten (10) days after the date when they are due shall bear interest at the then highest rate of interest allowable by law, but not greater than twenty-five (25%) percent per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION. However, DEVELOPER shall not be liable for interest on any ASSESSMENTS owed by DEVELOPER.

13.4 Acceleration of ASSESSMENTS. If any member or any UNIT OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting member or UNIT OWNER shall have the right to accelerate and require such defaulting UNIT OWNER or member to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting UNIT OWNER or member shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

13.5 Lien for ASSESSMENTS. 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, and for all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION'S lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the CONDOMINIUM PARCEL is located, stating the description of the CONDOMINIUM PARCEL, the name of the record UNIT 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 the lien is barred by law. The claim of lien includes only ASSESSMENTS which are due when the claim is recorded, together with all other sums specified herein. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

13.6 Collection and Foreclosure. 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 judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. However, no foreclosure judgment 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, and other sums secured by the claim of lien. If this notice is not given at least thirty (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 judgment 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 by certified mail, return receipt requested, addressed to the UNIT OWNER. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a 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 by the CONDOMINIUM ACT. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

13.7 Rental and Receiver. If a UNIT OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT 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.

13.8 Liability of Mortgagee, Lien or Judicial Sale Purchaser for ASSESSMENT. Where any person obtains title to a CONDOMINIUM PARCEL pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or where an INSTITUTIONAL LENDER accepts a deed to a CONDOMINIUM PARCEL in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for the share of COMMON EXPENSES or ASSESSMENTS by the ASSOCIATION, or for any other monies owed to the ASSOCIATION including, but not limited to, interest, late charges, fines or fees, pertaining to the CONDOMINIUM PARCEL or chargeable to the former UNIT OWNER of the CONDOMINIUM PARCEL which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien for ASSESSMENTS that is recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid share of COMMON EXPENSES or ASSESSMENTS are COMMON EXPENSES collectable from all of the UNIT OWNERS, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the CONDOMINIUM PARCEL. Any person who acquires an interest in a CONDOMINIUM PARCEL, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON ELEMENTS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies due and owing by the former UNIT OWNER to the ASSOCIATION have been paid in full.

13.9 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to the DEVELOPER or to any UNIT OWNER or group of UNIT OWNERS or to any third party.

13.10 Unpaid ASSESSMENTS - Certificate. Any UNIT OWNER shall have 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 shall have the same right as to any CONDOMINIUM PARCEL upon which he has a lien. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby.

13.11 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

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14. ASSOCIATION. In order to provide for the administration of this CONDOMINIUM, the ASSOCIATION has been organized as a not-for-profit corporation under the Laws of the State of Florida, and the ASSOCIATION shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this DECLARATION, the ARTICLES, BYLAWS, and the rules and regulations promulgated by the ASSOCIATION from time to time.

14.1 ARTICLES. A copy of the ARTICLES is attached as Exhibit "E." No amendment of the ARTICLES shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

14.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "F." No amendment of the BYLAWS shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

14.3 Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions of the CONDOMINIUM PROPERTY, the ASSOCIATION shall not be liable to UNIT OWNERS for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the ASSOCIATION or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his UNIT.

14.5 Approval or Disapproval of Matters. Whenever the decision of the UNIT OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS.

14.6 Acts of the ASSOCIATION. Unless the approval or action of the UNIT OWNERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, applicable rules and regulations or applicable law, all approvals, consents, or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the UNIT OWNERS, and the BOARD may so approve and act through the proper officers of the ASSOCIATION without a specific resolution. The approval or consent of the ASSOCIATION or the BOARD shall be evidenced by a written instrument signed by any director or officer of the ASSOCIATION. When an approval, consent or action of the ASSOCIATION is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the ASSOCIATION deems appropriate or the ASSOCIATION may refuse to take or give such approval, consent or action without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

14.7 MANAGEMENT COMPANY. The ASSOCIATION shall have the right to contract for the management and maintenance of the CONDOMINIUM PROPERTY, and to authorize a management agent or company to assist the ASSOCIATION in carrying out its powers and duties as set forth herein. Any management agent or company may be the DEVELOPER or an affiliate of the DEVELOPER. However, the ASSOCIATION and its officers shall retain at all times the powers and duties granted to it by this DECLARATION, the ARTICLES, BYLAWS and the CONDOMINIUM ACT.

14.8 Membership. The record owner(s) of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION. Membership as to each UNIT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

14.9 Voting. On all matters as to which the members of the ASSOCIATION shall be entitled to vote, there shall be only one vote for each UNIT.

15. 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:

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15.1 Purchase, Custody and Payment of Policies.

15.1.1 Purchase. All insurance policies covering the CONDOMINIUM PROPERTY shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in the vicinity of the CONDOMINIUM.

15.1.2 Approval By INSTITUTIONAL MORTGAGEES. Each INSTITUTIONAL MORTGAGEE will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits, and coverage of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL MORTGAGEE. In the event of a conflict between INSTITUTIONAL MORTGAGEES, the decision of the INSTITUTIONAL MORTGAGEE holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

15.1.3 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for UNIT OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

15.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

15.1.5 Copies to UNIT OWNERS or MORTGAGEES. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each UNIT OWNER or INSTITUTIONAL MORTGAGEE included in the mortgagee roster who holds a mortgage upon a UNIT covered by the policy, and in writing requests the ASSOCIATION to provide it with such policies.

15.1.6 Personal Property and Liability. UNIT OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their UNIT.

15.2 Coverage.

15.2.1 Casualty. All BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the ASSOCIATION included in the CONDOMINIUM PROPERTY are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation, excavating costs, and other items normally excluded from coverage, as determined annually by the ASSOCIATION. Prior to obtaining any casualty insurance or any renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the ASSOCIATION, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be effected pursuant to this Paragraph. Such coverage shall afford protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

15.2.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

15.2.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS within the CONDOMINIUM including, but not limited to, load-bearing partition walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures, and bathroom cabinets and fixtures, all as originally supplied by DEVELOPER or having a value not in excess of that originally supplied by DEVELOPER. The hazard insurance policy

shall not include any improvements made in any UNIT having a value in excess of that originally supplied by the DEVELOPER, or any furniture, furnishings, or other personal property installed or brought into a UNIT, from time to time, by the UNIT OWNERS or residents of a UNIT, or their guests or invitees.

15.2.2 Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the CONDOMINIUM PROPERTY or adjoining driveways and walkways, or any work, matters or things related to the CONDOMINIUM PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death, or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the UNIT OWNERS as a group to a UNIT OWNER.

15.2.3 Workmen's Compensation as shall be required to meet the requirements of the law.

15.2.4 Fidelity Bonds. The ASSOCIATION shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION. Furthermore, where the ASSOCIATION has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the ASSOCIATION. The total amount of fidelity bond coverage required shall in no event be less than (i) a sum equal to three (3) months' aggregate assessments on all UNITS plus reserve funds held by the ASSOCIATION, or (ii) the minimum amount required by the CONDOMINIUM ACT, whichever is greater. Notwithstanding the foregoing, unless an INSTITUTIONAL MORTGAGEE otherwise requires fidelity bond coverage, such coverage will not be required unless and until the CONDOMINIUM consists of greater than thirty (30) UNITS.

15.2.5 Flood Insurance and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable or as may reasonably be required by an INSTITUTIONAL MORTGAGEE pursuant to Paragraph 15.1.2, and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, host liquor liability, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the UNIT OWNERS individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the ASSOCIATION or by one or more UNIT OWNERS; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days' prior written notice to the ASSOCIATION and to the holder of a first mortgage encumbering any UNIT in the CONDOMINIUM which is listed as a scheduled holder of a first mortgage in the insurance policy.

15.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS by a particular UNIT OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by that UNIT OWNER.

15.4 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the CONDOMINIUM with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such

proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the UNIT OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee.

15.4.1 COMMON ELEMENTS. Proceeds on account of damage to COMMON ELEMENTS shall be held in as many undivided shares as there are UNITS, the share of each UNIT OWNER being the same as his share in the COMMON ELEMENTS, as same are hereinabove stated.

15.4.2 UNITS. Proceeds on account of damage to UNITS shall be held in the following undivided shares:

15.4.2.1 When the UNITS are to be repaired and restored, for the owners of damaged UNITS in proportion to the cost of repairing the damage suffered by each UNIT OWNER.

15.4.2.2 When the UNITS are not to be repaired and restored as elsewhere provided, for the owners of all UNITS in the CONDOMINIUM, each owner's share being in proportion to his share in the COMMON ELEMENTS appurtenant to his UNIT.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to 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. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the UNIT OWNER and mortgagee pursuant to the provisions of this DECLARATION.

15.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

15.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

15.5.2 Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to UNIT OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a UNIT and may be enforced by such mortgagee.

15.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged building and/or UNIT for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed 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 such mortgagee.

15.5.4 Certificate. In making distribution to UNIT OWNERS and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by the President and Secretary as to the names of the UNIT OWNERS and mortgagees together with their respective shares of the distribution.

15.5.5 Limitation on Use of Proceeds. In no event may any hazard insurance proceeds for losses to any CONDOMINIUM PROPERTY (whether to UNITS or to COMMON ELEMENTS) be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such CONDOMINIUM PROPERTY, without the approval of at least sixty-six and two-thirds (66-2/3%) percent of the votes of the UNIT OWNERS.

15.6 ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each UNIT OWNER and for the holder of a mortgage or other

lien upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

15.7 Notice of Possible Inadequate Insurance Coverage. 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 any excess exposure within a reasonable time to all UNIT OWNERS who may be exposed to the liability and they shall have the right to intervene and defend.

15.8 Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL MORTGAGEE at reasonable times.

16. Reconstruction or Repair - After Casualty.

16.1 Determination to reconstruct or repair. If any part of the CONDOMINIUM PROPERTY is damaged or destroyed by casualty, whether or not the damage will be repaired shall be determined in the following manner:

16.1.1 COMMON ELEMENTS. If the damaged improvement is a COMMON ELEMENT, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the CONDOMINIUM shall be terminated.

16.1.2 BUILDINGS Containing UNITS. In the event of damage to or destruction of any BUILDING(S) containing UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the BUILDING(S) (including any damaged UNITS contained therein, and the bathroom and kitchen fixtures equivalent in value to that initially installed by the DEVELOPER, but not including improvements having a value in excess of that originally installed by the DEVELOPER, or furniture, furnishings, or other personal property supplied by any UNIT OWNER or tenant of a UNIT OWNER) and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if fifty (50%) percent or more of the UNITS within the CONDOMINIUM are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction a special meeting of the members of the ASSOCIATION shall be called to determine whether the damage or destruction will be repaired and restored, or whether the CONDOMINIUM will be terminated as elsewhere provided. The damage or destruction shall be repaired and restored unless it is determined at said meeting that the CONDOMINIUM will be terminated, and in the event the CONDOMINIUM is to be terminated, the CONDOMINIUM PROPERTY will not be repaired or restored and the net proceeds of insurance resulting from such damage or destruction shall be divided among all the UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such funds all liens on his UNIT in the order of priority of such liens. The Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by a majority of the UNIT OWNERS, and INSTITUTIONAL MORTGAGEES holding mortgages on UNITS which have at least fifty-one (51%) percent of the votes of UNITS subject to mortgages of INSTITUTIONAL MORTGAGEES, and if the damaged property is one or more BUILDINGS containing UNITS, by the UNIT OWNERS of all UNITS (and their respective INSTITUTIONAL MORTGAGEES) the plans for which are to be altered, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER, the UNIT OWNER shall be responsible for reconstruction and repair

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after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the ASSOCIATION.

16.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

16.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, ASSESSMENTS shall be made against the UNIT OWNERS, in sufficient amounts to provide funds to pay such costs. Such ASSESSMENTS against UNIT OWNERS for damage to UNITS shall be in proportion to the cost of reconstruction and repair of their respective UNITS. Such ASSESSMENTS on account of damage to COMMON ELEMENTS shall be in proportion to the UNIT OWNER'S share in the COMMON ELEMENTS.

16.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a COMMON EXPENSE.

16.7 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the ASSOCIATION from ASSESSMENTS against UNIT OWNERS shall be disbursed in payment of such costs in the following manner:

16.7.1 ASSOCIATION. If the total ASSESSMENTS made by the ASSOCIATION in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the sums paid upon such ASSESSMENT shall be deposited by the ASSOCIATION with the Insurance Trustee. In all other cases, the ASSOCIATION shall hold the sums paid upon such ASSESSMENTS and disburse the same in payment of the costs of reconstruction and repair.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the ASSOCIATION from collections of ASSESSMENTS against UNIT OWNERS on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

16.7.2.1 ASSOCIATION - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is less than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the ASSOCIATION; provided, however, that upon request to the Insurance Trustee by an INSTITUTIONAL MORTGAGEE which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.2 ASSOCIATION - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the ASSOCIATION and upon approval of an architect qualified to practice in the State of Florida and employed by the ASSOCIATION to supervise the work.

16.7.2.3 UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to owners of damaged UNITS who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged units; provided, however, that no UNIT OWNER shall be paid an

amount in excess of the estimated costs of reconstruction and repair for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

16.7.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of ASSESSMENTS paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by UNIT OWNERS upon ASSESSMENTS shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the ASSESSMENTS paid by UNIT OWNERS. Instead the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a UNIT OWNER and further provided that when the ASSOCIATION or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

17. Condemnation and Eminent Domain.

17.1 Representation by ASSOCIATION. The ASSOCIATION shall represent the UNIT OWNERS in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the COMMON ELEMENTS, or any part thereof, and for such purpose each UNIT OWNER appoints the ASSOCIATION as the UNIT OWNER'S attorney-in-fact.

17.2 Deposit of Awards with Insurance Trustee. The taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to UNIT OWNERS, the UNIT OWNERS shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the ASSOCIATION, a special ASSESSMENT shall be made against a defaulting UNIT OWNER in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that UNIT OWNER.

17.3 Determination Whether to Continue CONDOMINIUM. Whether the CONDOMINIUM will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the CONDOMINIUM as elsewhere provided, and in the event of any condemnation or eminent domain proceedings, a meeting of the members of the ASSOCIATION shall be called to make such determination within sixty (60) days after the taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings is final.

17.4 Disbursement of Funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special ASSESSMENTS will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the UNIT OWNERS of condemned or taken UNITS will be

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made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special ASSESSMENTS shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

17.5 UNIT Reduced but Tenantable. If the taking reduces the size of a UNIT and the remaining portion of the UNIT can be made tenantable, the award for the taking of a portion of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.5.1 Restoration of UNIT. The UNIT shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the UNIT OWNER of the UNIT.

17.5.2 Distribution of Surplus. The balance of the award, if any, shall be distributed to the UNIT OWNER of the UNIT and to each mortgagee of the UNIT, the remittance being made payable jointly to the UNIT OWNER and mortgagees.

17.6 UNIT Made Untenantable. If the taking is of the entire UNIT or so reduces the size of a UNIT that it cannot be made tenantable, the award for the taking of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.6.1 Payment of Award. The award shall be paid first to all INSTITUTIONAL MORTGAGEES in an amount sufficient to pay off their mortgages due from those UNITS which are not tenantable; and then jointly to the UNIT OWNERS and mortgagees of UNITS not tenantable in an amount equal to the market value of the UNIT immediately prior to the taking and with credit being given for payments previously reserved for INSTITUTIONAL MORTGAGEES; and the balance, if any, to repairing and replacing the COMMON ELEMENTS.

17.6.2 Addition to COMMON ELEMENTS. The remaining portion of the UNIT, if any, shall become part of the COMMON ELEMENTS and shall be placed in condition for use by all of the UNIT OWNERS in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS.

17.6.3 Adjustment of Shares in COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this DECLARATION.

17.6.4 ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken UNIT to the UNIT OWNER and to condition the remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for those purposes shall be raised by ASSESSMENTS against all of the UNIT OWNERS who will continue as owners of UNITS after the changes in the CONDOMINIUM effected by the taking. The ASSESSMENTS shall be made in proportion to the shares of those UNIT OWNERS in the COMMON ELEMENTS after the changes effected by the taking.

17.6.5 Appraisal. If the market value of a UNIT prior to the taking cannot be determined by agreement between the UNIT OWNER and mortgagees of the UNIT and the ASSOCIATION within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a COMMON EXPENSE of the ASSOCIATION.

17.7 Taking of COMMON ELEMENTS. Awards for the taking of COMMON ELEMENTS shall be used to make the remaining portion of the COMMON ELEMENTS usable in the manner approved by the BOARD; provided, that if the cost of the

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work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS. The balance of the awards for the taking of COMMON ELEMENTS, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT.

17.8 Amendment of DECLARATION. The changes in UNITS, in the COMMON ELEMENTS and in the ownership of the COMMON ELEMENTS that are effected by condemnation shall be evidenced by an amendment of the DECLARATION of CONDOMINIUM that need be approved only by the BOARD.

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

18.1 UNITS.

18.1.1 Residential Use. Each of the UNITS shall be occupied and used only for residential purposes, and not for business, commercial or other purposes.

18.1.2 Maximum Number of Occupants. With the exception of temporary occupancy by visiting guests, no UNIT may be occupied by more than two (2) persons for each bedroom in the UNIT, without the prior written consent of the ASSOCIATION. The BYLAWS or the Rules and Regulations of the ASSOCIATION may define visiting guests, and limit the number of visiting guests permitted in any UNIT at any time, and the maximum length of time a visiting guest may reside in any UNIT.

18.1.3 No Division. No UNIT may be divided or subdivided into a smaller UNIT or any portion thereof sold or otherwise transferred without first amending this DECLARATION to reflect the changes in the UNITS to be affected thereby.

18.1.4 Leasing. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, BYLAWS, and Rules and Regulations of the ASSOCIATION, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). During the term of any lease the BOARD, for good cause, may direct the UNIT OWNER of a leased UNIT to not re-lease the UNIT to the existing tenant(s), or extend or renew any existing lease, and in that event the UNIT OWNER shall not re-lease to the existing tenant, or extend or renew the existing lease, and any provisions of the lease granting the tenant(s) the right to extend or renew the lease, or to re-lease the UNIT, shall be of no force or effect.

18.2 Exterior Appearance. Without limiting the provisions of Paragraph 11.2 of this DECLARATION, except with the written consent of the ASSOCIATION as elsewhere provided, no UNIT OWNER shall cause or permit his terrace, balcony, garden area, or patio (except as originally constructed by DEVELOPER) to be enclosed, nor shall any UNIT OWNER cause or permit his terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any BUILDING. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall cause or permit any doors, windows, or screening on the exterior of his UNIT to be modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his UNIT or any BUILDING or COMMON ELEMENT, except for purposes of repair or replacement required to be made by the UNIT OWNER, and any such repair or replacement shall be in substantial conformity with that originally installed by the DEVELOPER or last approved by the ASSOCIATION. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install or permit to be installed in his UNIT electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT

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OWNERS may place tasteful patio furniture, plants, and barbecue units on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a sightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

18.3 Pets. Except with the written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, only one cat or one dog not exceeding 25 pounds at maturity is permitted in any UNIT. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

18.4 COMMON ELEMENTS. The COMMON ELEMENTS shall be used only for the purposes for which they are intended.

18.5 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted. All parts of the CONDOMINIUM PROPERTY shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No UNIT OWNER shall permit any use of his UNIT or of the COMMON ELEMENTS which will increase the rate of insurance upon the CONDOMINIUM PROPERTY.

18.6 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the CONDOMINIUM PROPERTY or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.

18.7 Rules and Regulations. All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use of the CONDOMINIUM PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the ARTICLES or BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

18.8 Proviso. Provided, however, that until the DEVELOPER has completed all of the contemplated improvements and closed the sales of all of the UNITS within this CONDOMINIUM, including the additional phases contemplated by the DEVELOPER as set forth in Paragraph 23 below, neither the UNIT OWNERS nor the ASSOCIATION nor the use of the CONDOMINIUM PROPERTY shall interfere with the completion of all contemplated improvements and the sale of all UNITS within the CONDOMINIUM, and the DEVELOPER may make such use of the unsold UNITS and COMMON ELEMENTS as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, the showing of the CONDOMINIUM PROPERTY and DEVELOPER-owned UNITS and the display of signs.

19. Sale and Transfer of UNITS. In order to maintain a community of congenial and financially responsible UNIT OWNERS and to protect the value of the UNITS within the CONDOMINIUM, the sale or transfer of UNITS shall be subject to the following provisions:

19.1 Notice to ASSOCIATION. If a UNIT OWNER intends to sell or transfer his UNIT, then prior to such sale or transfer, the UNIT OWNER shall give the ASSOCIATION written notice of such intention, together with the name and address of the intended purchaser or transferee and such other information concerning any intended purchaser or transferee as the ASSOCIATION may reasonably request, along with an executed copy of the written agreement pursuant to which the sale or transfer is intended to be consummated. In the case of a

proposed sale or voluntary transfer of a UNIT, the notice may provide that if the ASSOCIATION disapproves same, the ASSOCIATION will be required to purchase, or designate a purchaser for, the UNIT. If a UNIT OWNER acquires title to a UNIT by devise, bequest, inheritance, or by any manner other than a voluntary conveyance by the prior UNIT OWNER, such UNIT OWNER shall upon his acquisition of title give the ASSOCIATION written notice of such acquisition, together with such information concerning the UNIT OWNER as the ASSOCIATION may reasonably request, and also together with a certified copy of the instrument evidencing the UNIT OWNER'S title.

19.2 Failure to Give Notice. If the notice to the ASSOCIATION herein required is not given, then at any time after receiving knowledge of a transaction or event whereby a UNIT is sold or transferred, the ASSOCIATION, at its election and without notice, may approve or disapprove the transaction or ownership, or act as if it had been given the appropriate notice as of the date it receives knowledge of the transaction.

19.3 ASSOCIATION'S Rights Upon Receipt of Notice. Within twenty (20) days after receipt of the notice, information and documents required above, the ASSOCIATION shall by written notice to the UNIT OWNER either:

19.3.1 Approve. Approve the transaction or the acquisition of title, which approval shall be in recordable form and shall be executed by any officer or director of the ASSOCIATION.

19.3.2 Disapprove. The ASSOCIATION may disapprove the transaction by written notice to the UNIT OWNER. If the ASSOCIATION disapproves a sale or transfer of a UNIT, the ASSOCIATION will be required to purchase the UNIT pursuant to paragraphs 19.4 or 19.5 below if, and only if, (i) the UNIT has been transferred by devise, inheritance or other involuntary manner on the part of the new UNIT OWNER, or (ii) the notice to the ASSOCIATION provides that the ASSOCIATION must purchase or designate a purchaser for the UNIT if the ASSOCIATION disapproves the sale or transfer.

19.3.3 Failure to Disapprove of Purchase. If the ASSOCIATION shall fail to timely disapprove of an intended transaction as set forth above, then the intended transaction shall be deemed approved and upon the request of the applicable UNIT OWNER the ASSOCIATION shall deliver to the UNIT OWNER a written approval of the intended transaction in recordable form, which shall be executed by any officer or director of the ASSOCIATION.

19.3.4 Approval Fee. The ASSOCIATION shall have the right to impose a reasonable fee in connection with any requested approval of any sale or transfer not exceeding any maximum fee proscribed by law from time to time.

19.3.5 Delinquent ASSESSMENTS. The ASSOCIATION shall have the right to refuse to give written approval to any sale or transfer until all ASSESSMENTS owed by the applicable UNIT OWNER are paid in full. In the event any ASSESSMENTS are owing by a UNIT OWNER, and the ASSOCIATION or its designee purchases such UNIT OWNER'S UNIT pursuant to this Paragraph 19, then notwithstanding anything contained in this Paragraph 19 to the contrary, the amount of the ASSESSMENTS owing by the UNIT OWNER shall be deducted from the amount of monies to be paid by the ASSOCIATION or its designee to the UNIT OWNER pursuant to the applicable purchase agreement, and such deducted amount of monies shall be paid directly to the ASSOCIATION in order to satisfy in full such unpaid ASSESSMENTS.

19.4 Obligation to Purchase in the Case of a Sale. If the ASSOCIATION is required to purchase, or designate a purchaser for, a UNIT pursuant to Paragraph 19.3.2, and if the intended transaction is a sale of a UNIT for cash consideration which is approximately equal to the value of the UNIT, the UNIT OWNER shall sell and the ASSOCIATION or its designee shall purchase the UNIT upon the same terms and conditions as contained in the agreement for the intended transaction. Within ten (10) days after the ASSOCIATION's notice disapproving the sale, the ASSOCIATION or its designee and the UNIT OWNER shall execute a purchase agreement for the UNIT containing the identical terms and conditions as that contained in the agreement for the intended sale by the UNIT OWNER, except as the parties may otherwise agree to the contrary. If the ASSOCIATION, or its designee, shall fail to timely execute a purchase agree-

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ment for the UNIT without the fault of the UNIT OWNER, or if the ASSOCIATION or its designee shall default in the agreement to purchase after same is executed, then notwithstanding the ASSOCIATION'S disapproval of the intended transaction, the intended transaction shall be deemed to have been approved and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided to the UNIT OWNER. If the ASSOCIATION elects to have its designee purchase the UNIT, at the closing the ASSOCIATION shall provide its designee with a certificate approving the designee as a purchaser of the UNIT in recordable form. Notwithstanding the foregoing:

19.4.1 If the intended transaction contemplates a personal obligation on the part of the intended purchaser to pay a portion of the purchase price to the seller after the time of closing, then: (i) the ASSOCIATION must guarantee the payment of that obligation, or (ii) its designee must pay that amount at the time of closing in addition to the amount originally intended to be paid at the time of closing.

19.4.2 If the intended transaction contemplates that the intended purchaser will assume an existing mortgage, and the ASSOCIATION or its designee fails to qualify for same (if required by the holder of the mortgage), then the ASSOCIATION or its designee must pay the full amount required to satisfy the existing mortgage at the time of closing in addition to the amount initially intended to be paid at the time of closing.

19.4.3 If the intended transaction contemplates that the intended purchaser will obtain a new mortgage, the purchase by the ASSOCIATION or its designee will not be contingent upon the obtaining of such mortgage, and at the time of closing, the ASSOCIATION or its designee must pay the entire purchase price, less the proceeds of any mortgage obtained by the ASSOCIATION or its designee.

19.5 Obligation to Purchase in the Case of Transfers by Devise, Inheritance, Gift, or Other Transfers. If the ASSOCIATION is required to purchase or designate a purchaser for a UNIT pursuant to Paragraph 19.3.2, and if the intended transaction is a transfer of a UNIT by gift or by any means other than a sale for a cash consideration approximately equal to the value of the UNIT, or if the ASSOCIATION has disapproved a transfer to a UNIT OWNER who has acquired title to a UNIT by devise, inheritance, or in any other involuntary manner, then the UNIT OWNER shall sell and the ASSOCIATION or its designee shall purchase the UNIT upon the following terms: The sale price for the UNIT shall be the fair market value determined by written agreement between the UNIT OWNER and the ASSOCIATION or its designee within thirty (30) days after the ASSOCIATION disapproves the acquisition or intended transfer of the UNIT. If the parties are unable to agree as to the purchase price, the purchase price shall be determined by one (1) M.A.I. appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION or its designee, or if the parties are unable to agree as to an appraiser, the purchase price shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION or its designee, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal shall be borne by the ASSOCIATION or the designated purchaser. The sale shall close within thirty (30) days following the determination of the purchase price, provided, however, that prior to such closing the ASSOCIATION or its designee may investigate the title to the UNIT and if any title defects are discovered, the closing shall be deferred for a period of up to sixty (60) days in order to enable the ASSOCIATION or its designee to cure any title defects, and the UNIT OWNER shall cooperate with the ASSOCIATION or its designee with respect to the curing of such defects. The purchase price shall be paid in cash or by cashier's check at the closing unless the parties otherwise agree to the contrary, and all costs of the closing including documentary stamps and recording fees shall be paid by the purchaser. At the closing the purchaser may assume any existing mortgages encumbering the UNIT if same are assumable, but the purchaser shall pay any fees imposed by the lender in connection with such assumption, and if the purchaser elects to assume any existing mortgages the amount to be paid at the closing shall be reduced by the indebtedness secured by the mortgage as of the closing date. Real estate taxes and ASSESSMENTS of the ASSOCIATION and other ASSESSMENTS payable by the UNIT OWNER shall be appropriately prorated as of the date of closing. At the closing, if the purchaser is a designee of the ASSOCIATION, the ASSOCIATION shall deliver to the

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purchaser a certificate in recordable form approving the designee as a purchaser. Notwithstanding the foregoing, if the ASSOCIATION or its designee shall default in the purchase of the UNIT after being required to purchase the UNIT, the intended transfer or ownership of the UNIT shall be deemed to have been approved, and the ASSOCIATION shall furnish a certificate of approval to the intended transferee or the UNIT OWNER as elsewhere provided.

19.6 Disapprovals. If any sale or transfer of any UNIT is not approved or deemed to have been approved by the ASSOCIATION, the intended transaction shall not be consummated, and any transaction which is consummated and which has not been approved or deemed to have been approved by the ASSOCIATION as elsewhere provided shall be voidable at the election of the ASSOCIATION upon written notice to the UNIT OWNER. If the ASSOCIATION so elects, the UNIT OWNER shall be deemed to have authorized and empowered the ASSOCIATION to institute legal proceedings to evict any unauthorized occupant of the UNIT or to otherwise void the unauthorized transaction, at the expense of the UNIT OWNER, including the ASSOCIATION'S attorneys' fees.

19.7 UNITS Owned by a Corporation or Other Entity or Unrelated Persons. If a UNIT OWNER intends to sell or transfer his UNIT to a corporation or other entity, or to two (2) or more persons who are not members of the same immediate family, or if a UNIT OWNER acquiring title to a UNIT by devise, bequest, inheritance, or any involuntary manner is a corporation or other entity, or two (2) or more persons who are not members of the same immediate family, the ASSOCIATION'S approval of same may be conditioned upon the approval of one or more particular occupant(s) for the UNIT, and if the ASSOCIATION'S approval is so conditioned, the approved occupant(s) shall be deemed the UNIT OWNER(S) of the UNIT for purposes of this Paragraph 19, and any person(s) occupying the UNIT in the absence of such approved occupant(s) shall be deemed to be occupying the UNIT pursuant to a lease, subject to any restrictions contained in this DECLARATION as to leases.

19.8 Exceptions. Notwithstanding anything contained herein to the contrary, the provisions of this section shall not apply with respect to any sale or transfer of any UNIT (a) by a UNIT OWNER to his spouse, adult children, parents, parents-in-law and/or any co-owner of the UNIT, or to any one or more of them, or to a trust or entity, the beneficiaries or owners of which are exclusively any one or more of them, (b) by or to the DEVELOPER, (c) by or to the ASSOCIATION, (d) by or to an INSTITUTIONAL MORTGAGEE who acquires title to any UNIT by foreclosing its mortgage upon the UNIT encumbered, or by deed in lieu thereof, (e) to a former UNIT OWNER who acquires title to any UNIT by foreclosing its mortgage upon the UNIT encumbered, or by deed in lieu thereof, (f) to any purchaser who acquires title to a UNIT at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale.

19.9 No Severance of Ownership. No part of the COMMON ELEMENTS of any UNIT may be sold, conveyed or otherwise disposed of, except as part of the sale, conveyance, or other disposition of the UNIT to which such interest is appurtenant, and any sale, conveyance or other disposition of a UNIT shall be deemed to include that UNIT'S appurtenant interest in the COMMON ELEMENTS.

19.10 Purchase of UNITS by the ASSOCIATION. The ASSOCIATION'S purchase of any UNIT, whether or not by virtue of an obligation of the ASSOCIATION to purchase same as hereinabove provided, shall be subject to the following provisions:

19.10.1 Decision. The decision of the ASSOCIATION to purchase a UNIT shall be made by the BOARD, without approval of its membership, except as hereinafter provided.

19.10.2 Limitation. If at any one time the ASSOCIATION is the owner or agreed purchaser of five (5%) percent or more of the UNITS in the CONDOMINIUM, it may not purchase any additional UNIT without the prior written approval of seventy-five percent (75%) of the members eligible to vote thereon. A member whose UNIT is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to UNITS to be purchased at public sale resulting from a foreclosure of the ASSOCIATION'S lien for delinquent ASSESSMENTS where the bid

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of the ASSOCIATION does not exceed the amount found due the ASSOCIATION, or to be acquired by the ASSOCIATION in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

19.10.3 If the ASSOCIATION purchases any UNIT and if the available funds of the ASSOCIATION are insufficient to effectuate any such purchase, the ASSOCIATION may levy an ASSESSMENT against each UNIT OWNER, in proportion to his share of the COMMON EXPENSES, and/or the ASSOCIATION may, in its discretion, finance the acquisition of the UNIT; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the CONDOMINIUM PROPERTY other than the UNIT to be purchased.

20. Compliance and Non-Monetary Default.

20.1 Failure of UNIT OWNER to Comply. Each UNIT OWNER shall comply with all of the terms of this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations, as they may be amended from time to time, and in the event any UNIT OWNER fails to comply therewith (other than the non-payment of any ASSESSMENT, which is governed by Paragraph 13 of this DECLARATION), the ASSOCIATION shall give the UNIT OWNER written notice of such failure. If such failure is not corrected as soon as is reasonably practical and in any event within ten (10) days after such written notice, or in the event of a subsequent similar failure by the UNIT OWNER, then without further notice the ASSOCIATION shall have the following rights, in addition to all other rights otherwise granted to or available to the ASSOCIATION:

20.1.1 The ASSOCIATION may commence an action to enforce performance on the part of the UNIT OWNER, and to require the UNIT OWNER to correct such failure, for damages, for injunctive relief, and/or for such other relief as may be necessary under the circumstances; and/or

20.1.2 The ASSOCIATION may itself perform any act or work required to correct such failure and, either prior to or after doing so, may assess the UNIT OWNER with all reasonable costs incurred or to be incurred by the ASSOCIATION in connection therewith, plus a service fee equal to ten (10%) percent of such costs, and may collect such ASSESSMENT and have a lien for same as elsewhere provided. In connection with the foregoing, the ASSOCIATION may enter the UNIT OWNER'S UNIT where necessary, may perform any maintenance or repairs required to be performed by the UNIT OWNER, may remove any change, alteration, addition or improvement which is unauthorized or not maintained by the UNIT OWNER in accordance with the provisions of this DECLARATION, and may take any and all other action reasonably necessary to correct the applicable failure by the UNIT OWNER.

20.2 Negligence. A UNIT OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS.

20.3 Responsibility of UNIT OWNER for Occupants, Tenants, Guests, and Invitees. Each UNIT OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that of the UNIT OWNER.

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20.4 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the CONDOMINIUM, or shall damage or destroy any COMMON ELEMENTS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the CONDOMINIUM PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the person to leave the CONDOMINIUM PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by a UNIT OWNER or a member of his immediate family residing with him in the UNIT.

20.5 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a UNIT OWNER to comply with the terms of the DECLARATION, the ARTICLES, the BYLAWS, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees. Any such cost or attorneys' fees awarded to the ASSOCIATION in connection with any action against any UNIT OWNER shall be assessed against the UNIT OWNER as in the case of any other ASSESSMENT as hereinabove provided.

20.6 No Waiver of Rights. The failure of the ASSOCIATION or any UNIT OWNER to enforce any covenant, restriction or any other provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

21. Amendment of DECLARATION and Limitations on Amendments to ARTICLES and BYLAWS.

21.1 Amendments to DECLARATION. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this DECLARATION may be amended in the following manner:

21.1.1 By the DEVELOPER. Except for amendments required to be approved by UNIT OWNERS and INSTITUTIONAL MORTGAGEES as set forth below, the DEVELOPER shall have the right to amend this DECLARATION without the consent of the UNIT OWNERS, the ASSOCIATION or its BOARD so long as the DEVELOPER is entitled to appoint any director of the ASSOCIATION, or holds title to any UNIT in the CONDOMINIUM, including UNITS in any additional phase contemplated herein, as described in Paragraph 23 below. A copy of each amendment made by the DEVELOPER shall be recorded amongst the public records of the county in which the CONDOMINIUM is located, and any amendment shall be effective when so recorded.

21.1.2 By the UNIT OWNERS.

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

21.1.2.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by not less than one-third (1/3) of the UNIT OWNERS. Approval of an amendment must be by not less than sixty-seven (67%) percent of the votes of all UNIT OWNERS. UNIT OWNERS not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

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21.1.2.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the CONDOMINIUM is located.

21.2 Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL MORTGAGEES shall join in the execution of the amendment. No amendment shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the size of any UNIT in any material fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL MORTGAGEE holding a first mortgage encumbering the UNIT join in the execution of the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL MORTGAGEES unless all INSTITUTIONAL MORTGAGEES holding a first mortgage join in the execution of the amendment. Prior to the addition of all phases to this CONDOMINIUM as described in Paragraph 23 of this DECLARATION and the closing of the sale of all UNITS in all phases of the CONDOMINIUM, no amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the DEVELOPER, unless the DEVELOPER joins in the execution of such amendment. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

21.3 If any provision of this DECLARATION specifically requires the consent of a certain percentage of the UNIT OWNERS or INSTITUTIONAL MORTGAGEES to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the UNIT OWNERS or INSTITUTIONAL MORTGAGEES.

22. Termination of CONDOMINIUM. The CONDOMINIUM shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this DECLARATION, or (ii) such time as withdrawal of the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS (DEVELOPER shall not vote the UNITS owned by it for such withdrawal unless the UNIT OWNERS of at least eighty (80%) percent of all other UNITS and COMMON ELEMENTS so elect such withdrawal, at which time DEVELOPER may choose to vote either in favor of or against such withdrawal, as DEVELOPER sees fit) and such withdrawal is consented to in writing by each INSTITUTIONAL MORTGAGEE holding a first mortgage encumbering a UNIT in the CONDOMINIUM. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such net proceeds all liens on his UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the county in which the CONDOMINIUM is located. This section may not be amended without the consent of all INSTITUTIONAL MORTGAGEES, and the DEVELOPER, so long as it owns any UNITS. After termination of the CONDOMINIUM, UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the UNIT OWNERS. Such undivided share of the UNIT OWNERS shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS' UNITS prior to the termination.

23. Description of Phasing. As previously indicated, there may be additional phases added to the CONDOMINIUM pursuant to and in accordance with Section 718.403 of the CONDOMINIUM ACT. In the event the DEVELOPER elects to add

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a phase to this CONDOMINIUM, a complete description of the phasing, and the impact which the completion of subsequent phases will have upon the initial phase, is as follows:

23.1 Attached as Exhibit "D" to this DECLARATION are legal descriptions which describe the land upon which each phase is to be built, and proposed surveys and plot plans of the improvements within each phase. Exhibit "B" of this DECLARATION depicts the property and relative location of each proposed phase, and the approximate location of the BUILDINGS and COMMON ELEMENTS within each proposed phase. The number and approximate location of each UNIT to be included in each phase are also depicted in Exhibit "D." The size of the UNITS in each phase will range from approximately 1,100 to 1,200 square feet.

23.2 As, and if, one or more of the additional phases are added to the CONDOMINIUM, each UNIT OWNER'S undivided share in the COMMON ELEMENTS, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of UNITS in the CONDOMINIUM caused by the addition of the phase(s), pursuant to the formula set forth in Paragraph 8 of this DECLARATION.

23.3 The membership vote and ownership in the ASSOCIATION attributable to each UNIT will be one (1) vote per UNIT. Accordingly, in the event any phase is added, the membership in the ASSOCIATION will be increased by the number of additional UNIT OWNERS in the added phase or phases, and each UNIT in the CONDOMINIUM will have one (1) vote. If any phase or phases are not developed and added as part of the CONDOMINIUM, then the membership vote in the ASSOCIATION will be one (1) vote per UNIT for UNIT OWNERS in Phase 1, and any phase actually added to the CONDOMINIUM.

23.4 If one or more phases are not added to the CONDOMINIUM, the UNITS within the CONDOMINIUM are entitled to one hundred (100%) percent ownership of all COMMON ELEMENTS within the phases actually developed and added as part of the CONDOMINIUM. In other words, the aggregate of the existing UNIT OWNERS in the CONDOMINIUM will at all times have one hundred (100%) percent ownership in all of the COMMON ELEMENTS, subject to dilution as to the percentage share of each UNIT OWNER in the event a subsequent phase or phases are actually developed and added as a part of the CONDOMINIUM.

23.5 Each phase will be added to the CONDOMINIUM by an appropriate amendment to this DECLARATION. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provision of this DECLARATION, amendments to this DECLARATION adding one (1) or more phases to this CONDOMINIUM shall not require the execution of such amendments or consents thereto by UNIT OWNERS, mortgagees, lienors, or the ASSOCIATION, or any other person or entity, other than the DEVELOPER of such additional phase. Taxes and other ASSESSMENTS relating to the property in any phase added to this CONDOMINIUM, covering any period prior to the addition of such phase, shall be the responsibility of the DEVELOPER. All intended improvements in any phase must be substantially completed prior to the time the phase is added to the CONDOMINIUM.

23.6 A DEVELOPER of any additional phase may be the DEVELOPER of this CONDOMINIUM and/or its nominees, designees, assignees, or successors, in whole or in part, or any person or entity which owns the land constituting the phase when added.

23.7 Any phase(s) added to the CONDOMINIUM must be contiguous at some point to the then existing CONDOMINIUM PROPERTY.

23.8 The DEVELOPER, or his successors, nominees, assignees or designees has no obligation or responsibility to cause any additional phase or its improvements to be constructed and added to this CONDOMINIUM. Accordingly, nothing contained herein should be deemed a representation or warranty that any additional phase will, in fact, be constructed and added to the CONDOMINIUM, although the DEVELOPER does plan, at this time, to construct and add all additional phases to the CONDOMINIUM.

23.9 No time-share estates will or may be created with respect to UNITS in any phase.

23.10 The time period within which each phase must be completed, if at all, is a date which is seven (7) years after this DECLARATION is recorded in the Public Records of the County where the CONDOMINIUM is located.

23.11 ASSESSMENTS for COMMON EXPENSES against the UNITS within a phase added to the CONDOMINIUM will commence when the DEVELOPER notifies the ASSOCIATION in writing that such ASSESSMENTS are to commence, or when the DEVELOPER conveys title to any UNIT within the phase, whichever occurs first. Prior to the date that ASSESSMENTS for COMMON EXPENSES commence for the UNITS within a phase added to the CONDOMINIUM, the DEVELOPER will be responsible for all expenses associated with the phase, and for the performance of all of the obligations of the ASSOCIATION with respect to the phase. Votes appurtenant to UNITS which are added to the CONDOMINIUM in any phase will become effective when ASSESSMENTS for COMMON EXPENSES against the UNITS commence.

23.12 The impact which the addition of any phase will have upon the CONDOMINIUM is as follows: (i) the land included in the CONDOMINIUM will be increased, (ii) the number of UNITS included in the CONDOMINIUM will be increased, (iii) the COMMON ELEMENTS will be increased, (iv) the ASSOCIATION will be responsible for the repair, maintenance and operation of the COMMON ELEMENTS as increased by the addition of any phase, (v) the ASSOCIATION will incur additional expenses in connection with the maintenance, repair and operation of the CONDOMINIUM as increased by the addition of the phase; however, expenses incurred by the ASSOCIATION in connection with the COMMON ELEMENTS of additional phases will be a COMMON EXPENSE to be assessed against a larger number of UNITS in proportion to their respective shares of the COMMON ELEMENTS, and (vi) the ownership interest in the COMMON ELEMENTS and share of the COMMON EXPENSES of each UNIT will be reduced pursuant to Paragraph 8 of this DECLARATION.

23.13 DEVELOPER reserves the right to make minor changes in the location, size and configuration of the UNITS, the BUILDINGS, and the COMMON ELEMENTS in any phase, and to make minor changes in the legal description of a phase required to accommodate such changes or to comply with applicable governmental requirements such as parking and set-back, prior to the time the phase is actually added to the CONDOMINIUM. However, no such change to any phase shall result in a substantial deviation from the UNITS, BUILDINGS, and COMMON ELEMENTS shown on Exhibit "B," and in no event shall any changes be made to the number of BUILDINGS within any phase, the number of stories in any BUILDING, the number of UNITS within any BUILDING or within any story of a BUILDING, or the total number of UNITS, within any phase. Furthermore, all BUILDINGS and UNITS added to the CONDOMINIUM in any phase shall be of comparable quality of construction to the UNITS initially included in the CONDOMINIUM.

24. Alternate Improvement of Additional Lands. The DEVELOPER reserves the following rights with respect to all or any portion of the lands described in Exhibit "D" of the DECLARATION in lieu of or in addition to improving such lands and adding same as additional phases to the CONDOMINIUM:

24.1 Other Condominiums Operated By The ASSOCIATION. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use the ASSOCIATION as the governing entity conducting the affairs of such separate and distinct condominium(s), which is the same ASSOCIATION that operates this CONDOMINIUM. In this event, the following will apply:

24.1.1 All of the UNIT OWNERS of UNITS in the separate and distinct condominium(s), and in this CONDOMINIUM, will be members of the ASSOCIATION having equal voting rights consisting of one (1) vote per UNIT. All matters of common concern will be voted upon by all of the members, and all matters of concern to only one condominium will be voted upon only by members who are UNIT OWNERS within that condominium.

24.1.2 Separate budgets will be established for each condominium. Items relating to only one condominium will be borne by the members of that condominium, and items relating to all of the condominiums operated by the ASSOCIATION will be borne by all of the members of the ASSOCIATION, unless the BOARD determines that this method is not fair with respect to any expense item, and an alternate method of sharing such expense item is determined.

24.2 Other Condominiums Operated By Other Condominium Associations. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use as the governing entity operating such separate and distinct condominiums a distinct, independent condominium association, other than the ASSOCIATION.

24.3 Other Types of Residential Dwelling Units. The DEVELOPER may construct and develop residential dwelling units other than condominium units upon the lands, or any portion thereof.

24.4 Developer. For purposes of this paragraph, the term DEVELOPER shall also include any of the successors, nominees, assignees or designees of the DEVELOPER, or any person or entity which owns any portion of such lands.

24.5 Proviso. Nothing contained herein shall be deemed to impose any requirement that the DEVELOPER develop and/or improve all or any portion of the lands described in Exhibit "D," in any particular manner.

25. CLUB MEMBERSHIP AGREEMENT.

25.1 This CONDOMINIUM is subject to a Club Membership Agreement, a copy of which is attached hereto as Exhibit "G." Each UNIT OWNER by acquiring title to a UNIT agrees to be bound by all of the terms and conditions of the Club Membership Agreement, as same may be amended from time to time.

25.2 Pursuant to the Club Membership Agreement, in the event same is terminate, certain property containing a minimum of six (6) tennis courts is to be transferred to the Racquet Club of Deer Creek Condominium Association, Inc., as described in Paragraph 9 of the Club Membership Agreement. Upon such transfer, all UNIT OWNERS and residents of this CONDOMINIUM, and their guests and invitees shall have the right to use the tennis courts and recreational facilities within such property. Also in such event, the ASSOCIATION shall pay to The Racquet Club of Deer Creek Condominium Association, Inc. a portion of all of the costs of maintaining, owning and operating the tennis courts and recreational facilities, which portion will be equal to the ratio that the number of UNITS in this CONDOMINIUM bears to the total number of units in all condominiums the unit owners and residents of which have been given the right to use the tennis courts and recreational facilities. The foregoing rights are established by a First Amendment to Club Membership Agreement recorded in Official Records Book 10685, at Page 202, of the Public Records of Broward County, Florida.

26. THE DEER CREEK DECLARATION.

This CONDOMINIUM is subject to a Declaration of Covenants and Restrictions of Deer Creek, recorded in Official Records Book 7830, Page 307, of the Public Records of Broward County, Florida, and all Exhibits to such declaration, and any amendments thereto, whether made before or after this DECLARATION. Pursuant to the Declaration of Covenants and Restrictions of Deer Creek, each UNIT OWNER will be a member of the Deer Creek Improvement Association, Inc., and will be required to pay assessments to the Deer Creek Improvement Association, Inc. The ASSOCIATION is authorized to collect such assessments from the UNIT OWNERS and pay same to the Deer Creek Improvement Association, Inc., upon written notice to the UNIT OWNERS. Any amounts so collected will not be deemed a COMMON EXPENSE of this CONDOMINIUM.

27. Special Provisions Regarding INSTITUTIONAL MORTGAGEES.

27.1 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL MORTGAGEE holding, insuring or guaranteeing a first mortgage encumbering any UNIT, identifying the name and address of the holder, insurer or guarantor and the UNIT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

27.1.1 Any condemnation loss or any casualty loss which affects a material portion of the CONDOMINIUM or any UNIT on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, as applicable;

27.1.2 Any delinquency in the payment of ASSESSMENTS or other monies owed by a UNIT OWNER, or any other default in the performance by the UNIT OWNER of any obligation under this DECLARATION, the ARTICLES, or the BYLAWS, which UNIT OWNER'S UNIT is subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

27.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

27.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL MORTGAGEES.

27.2 Consent of INSTITUTIONAL MORTGAGEES. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of the County where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL MORTGAGEE is otherwise required to specifically join in an amendment to this DECLARATION.

28. Miscellaneous Provisions.

28.1 Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION, the ARTICLES, BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

28.2 Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a UNIT.

28.3 Notices. All notices required or desired hereunder or under the BYLAWS shall be sent to the ASSOCIATION c/o its office at the CONDOMINIUM or to such other address as the ASSOCIATION may hereafter designate from time to time by notice in writing to all UNIT OWNERS, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified.

DEF 10692 pg 504

28.4 Signature of President and Secretary. Wherever the signature of the president of the ASSOCIATION is required hereunder, the signature of a vice-president may be substituted therefore, and wherever the signature of the secretary of the ASSOCIATION is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same person may not execute any single instrument on behalf of the ASSOCIATION in two separate capacities.

28.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this DECLARATION, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

28.6 Waiver. No provisions contained in this DECLARATION shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

28.7 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

28.8 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the DEVELOPER, DEVELOPMENT INNOVATIONS, INC., a Florida corporation, has caused this DECLARATION to be executed this 18 day of FEBRUARY, 1983.

Signed, sealed and delivered
in the presence of:

DEVELOPMENT INNOVATIONS, INC.,
a Florida corporation

Erin Hemmer
Nancy Fack

By :

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18 day of FEBRUARY, 1983, by MICHAEL K HOFF, PRESIDENT of DEVELOPMENT INNOVATIONS, INC., a Florida corporation, on behalf of the Corporation. ~~XXXXXXXXXXXXXXXXXXXX~~

My Commission Expires  OFFICIAL SEAL
ERIC A. SIMON
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My Comm. Exp. Dec. 12, 1966

NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC., a Florida corporation not-for-profit, hereby agrees to this DECLARATION and does by these presents accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this DECLARATION and the exhibits attached hereto.

IN WITNESS WHEREOF, the ASSOCIATION, THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC., has caused this DECLARATION to be executed this 18 day of February, 1981.

Signed, sealed and delivered
in the presence of:

THE RACQUET CLUB OF DEER CREEK II
CONDOMINIUM, INC.,
a Florida corporation not-for-profit

Eric Allen
 Robert Fritz

By:

, its President

OFF REC 10692 PG 505

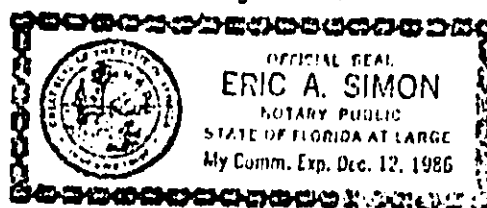
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18 day of FEBRUARY, 1982, by MICHAEL R. HOFF, President of THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC., a Florida corporation not-for-profit, on behalf of the Corporation.


NOTARY PUBLIC, State of Florida at Large

My Commission expires:

(Notary Seal)



THIS INSTRUMENT PREPARED BY:

ERIC A. SIMON, ESQUIRE
Goldberg, Young, Goldberg & Borkson, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33308

EAS/1d(CONDO)
05/18/82(3)

DECLARATION OF CONDOMINIUM
OF THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM
JOINDER OF MORTGAGEE

The undersigned, the holder of a mortgage recorded in Official Records Book 9529, at Page 932, of the Public Records of Broward County, Florida, which mortgage encumbers the property submitted to the condominium form of ownership by the Declaration of Condominium to which this joinder is attached, hereby joins in and consents to the Declaration of Condominium pursuant to Florida Statutes, Section 718.104 (3).

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of February, 1983.

WITNESSES:

Isaiah R. Robertson
Patricia Salena

D.C. PROPERTIES, INC.

BY: Laurence C. McMillin

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this 22nd day of February, 1983, by LAURENCE A. McMILLIN as EXEC. VICE PRESIDENT of D. C. PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires May 31, 1986
BONDED THRU HUCKLEBERRY, GIBLEY
& HARVEY INSURANCE & BONDS, INC

Lucien La France
NOTARY PUBLIC, State of Florida-at Large

(Notary Seal)

OFF 10692Pg 507

DECLARATION OF CONDOMINIUM
OF THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM
JOINDER OF MORTGAGEE

The undersigned, the holder of a mortgage recorded in Official Records Book 9087, at Page 410, of the Public Records of Broward County, Florida, which mortgage encumbers the property submitted to the condominium form of ownership by the Declaration of Condominium to which this joinder is attached, hereby joins in and consents to the Declaration of Condominium pursuant to Florida Statutes, Section 718.104 (3).

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23 day of February, 1983 FLORIDA COAST BANK

WITNESSES:

Ellen Heragon
James Swartz

BY:

[Signature]
Vice President
Real Estate Department

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me this 23rd day of February, 1983, by Frank J. Pietrucha as Vice President, Real Estate Dept. of FLORIDA COAST BANK, 1101 E. Atlantic Blvd., Pompano Beach, Florida, a Florida corporation, on behalf of the corporation.

My commission expires:

Notary Public, State of Florida
My Commission Expires July 28, 1986
Bonded thru Fidelity Insurance, Inc.

Linda Ducccheri
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

OFF 10692Pg 508

EXHIBIT "A"

TO

DECLARATION OF CONDOMINIUM

THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM

LEGAL DESCRIPTION

A portion of Parcel "B" of "THE RACQUET CLUB OF DEER CREEK", according to the plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

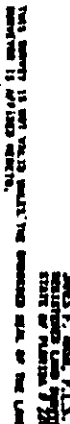
BEGINNING at the Northwest corner of said Parcel "B", thence Easterly along the North line of said Parcel "B" along the arc of a circular curve to the right (concave to the South) having a radius of 585.00 feet, whose radius point bears S 13° 07' 20" E from the Northwest corner, with a central angle of 22°40'27", an arc distance of 231.51 feet to a point of tangency, thence S 80°26'53" E along said North line a distance of 58.01 feet to the Northwest corner of Parcel "A" of said "THE RACQUET CLUB OF DEER CREEK", thence "South" along the West line of said Parcel "A" a distance of 455.38 feet to the Southwest corner of said Parcel "A", thence "East" along the South line of said Parcel "A", a distance of 194.00 feet, thence "South" a distance of 91.86 feet, thence "West" a distance of 71.69 feet, thence S 00°05'52" E a distance of 159.34 feet to the North Right-of-Way line of Hillsboro Boulevard, (S.R. #810), thence S 89°54'08" W along said North Right-of-Way line a distance of 224.60 feet to a point of curve, thence Westerly along said North Right-of-Way line along the Arc of a circular curve to the left (concave to the South) having a radius of 5789.58, a central angle of 00°40'19", an arc distance of 67.89 feet to a point of tangency, thence S 89°13'50" W along said North Right-of-Way line a distance of 102.07 feet to the Southwest corner of said Parcel "B", thence N 01°13'07" W along the West line of said Parcel "B" a distance of 711.47 feet to the POINT OF BEGINNING.

Containing 9.5331 acres more or less.

Subject to Easements of Record.

Said lands situate in Deerfield Beach, Broward County, Florida.

OFF 10692 Pg 509

[illegible][illegible]

job no
chief by
drawing no

land surveyors
planners
consulting engineers
2501 West Millers Road
Dorland Beach, Florida
408-250-3144

THE RACQUET CLUB OF DEER CREEK II

PHASE 1

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Commencing at the Northeast corner of said Parcel "B", thence N 49° 08' 32" W along the Northerly line of said Parcel "B" a distance of 41.79 feet, thence "West" along said Northerly line a distance of 252.19 feet, thence "North" a distance of 15.53 feet, thence "West" a distance of 80.00 feet, thence "South" a distance of 155.00 feet, thence "West" a distance of 166.00 feet, thence "South" a distance of 91.86 feet thence "West" a distance of 71.69 feet to the point of beginning of this description; thence continue "West" a distance of 100.50 feet, thence S 00° 05' 52" E a distance of 159.52 feet to the North right of way line of Hillsboro Blvd., (S.R. # 810) thence N 89° 54' 08" E along said North right of way line a distance of 100.50 feet, thence N 00° 05' 52" W a distance of 159.34 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

Containing 0.3678 acres more or less.

Exhibit C Page 1

Engineers • JAMES F. NASH & ASSOCIATES, INC. • Surveyors
2501 West Hillsboro Blvd. Deerfield Beach, Florida 33441

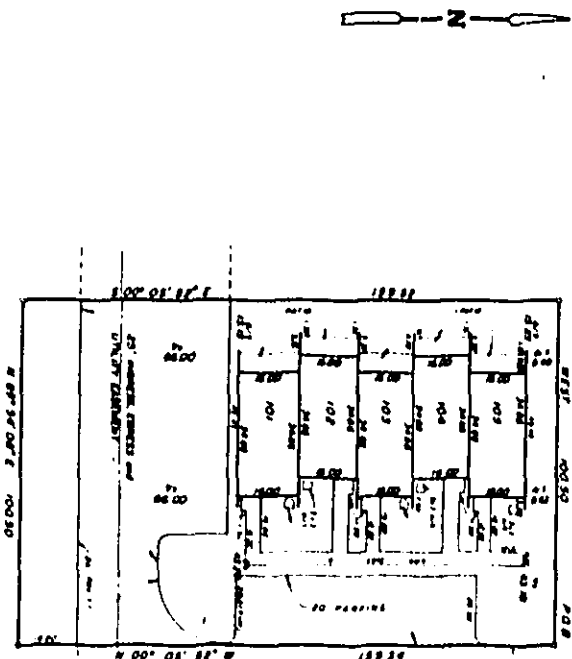
TELEPHONE: 426-1290

F.S.

OFF 10692Pg 511

THE RACQUET CLUB OF DEER CREEK IN

PHASE I



HILLSBORO BLVD

SURVEY and SITE PLAIN BUILDING 1

[illegible]

CR0712A71200

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

JAN 10 1968

CONFIDENTIAL

FBI - NEW YORK
RECEIVED JAN 10 1968
U.S. DEPT. OF JUSTICE

2014-15

INTERVIEW IS APPLIED AND BEING

Description EXHIBIT "C", PAGE "2":
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM, OF
THE RACQUET CLUB OF DEER CREEK II
A CONDOMINIUM

MAY 1982
date
P. MAXWELL
drawn by
fb-pg

job no
644
chld by
drawing no

FTD

james f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2501 west Hilborn Blvd
Deerfield Beach, Florida
408-290-1344

"THE RACQUET CLUB OF DEER CREEK II"

a condominium
PHASE "I"

OFF REC 10692 Pg 513

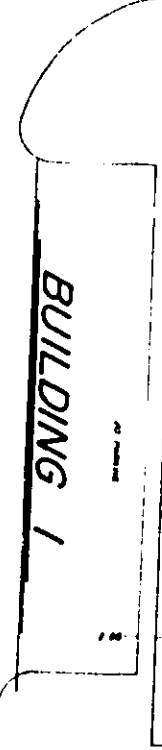
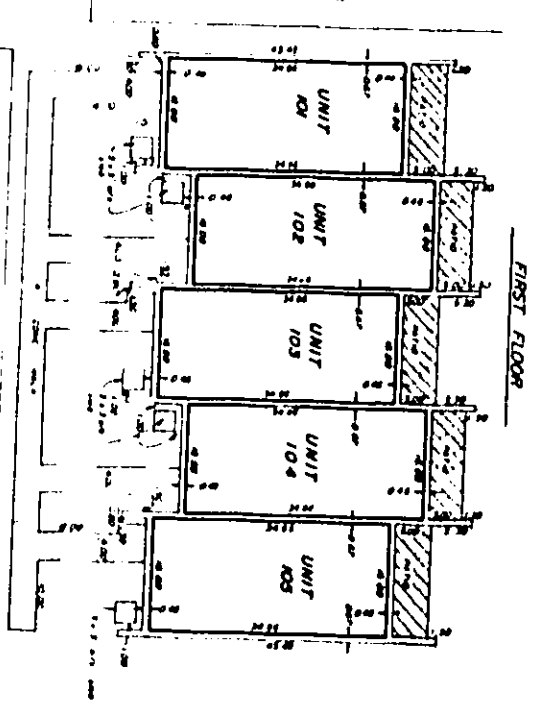
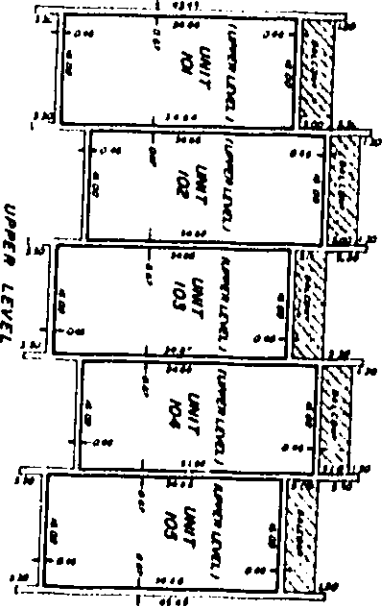
SURVEYOR'S NOTES

1. Each building and unit was identified by a number or letter.
2. Elevation, shown as feet, was based upon U.S.C. & G.S. MEAN SEA LEVEL DATUM.
3. Floor elevations:
4. Floor elevations:
5. Ceiling elevations:

	First Floor	Second Floor
1. Floor elevation	12.04	12.84
2. Ceiling elevation	21.14	21.34

LEGEND

- Indicating COMMON ELEMENT BUILDING WALLS
- Indicating UNIT BOUNDARIES
- Indicating UNITS COMMON ELEMENTS



BUILDING AND FLOOR PLAN

EXHIBIT "C" PAGE "3"
ORDERED TO AND MADE A PART OF, THE
DECLARATION OF CONDOMINIUM OF
"THE RACQUET CLUB OF DEER CREEK II"
A CONDOMINIUM

2-11-78
DATE
R.R.H.
DRAWN BY
B-PG
BY
C.A.H.
CHECKED BY
J.L.P.-G.R.E.
JOB NO.

JFN James f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2501 west 11th street, suite 200
denver, colorado, 80202
303-733-1111

THE RACQUET CLUB OF DEER CREEK II

PHASE 2

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B", thence S 01° 13' 07" E along the West line of said Parcel "B" a distance of 549.83 feet, thence "East" a distance of 184.22 feet to the point of beginning of this description; thence continue "East" a distance of 113.00 feet, thence S 00° 05' 52" E a distance of 159.52 feet to the North right of way line of Hillsboro Blvd., (S.R. # 810), thence S 89° 54' 08" W along said North right of way line a distance of 113.00 feet, thence N 00° 05' 52" W a distance of 159.71 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

Containing 0.4141 acres more or less.

Exhibit D Page 1

Engineers • JAMES F. NASH & ASSOCIATES, INC. • Surveyors
2501 West Hillsboro Blvd. Deerfield Beach, Florida 33441

TELEPHONE: 426-1290

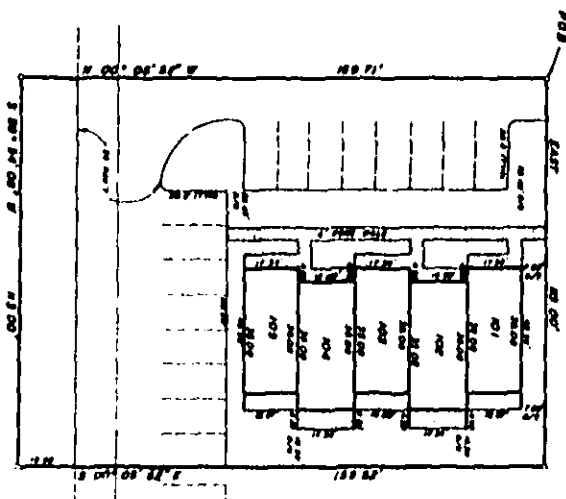
F.B.

OFF 10692pg 514

PHASE 2



BUILDING 2



HILLSBORO BLVD

SURVEY and PLOT PLAIN

[illegible][illegible]

JOSE F. DEL VALLE
HOLSTEIN LAMB BREEDER
STREET 20 FARMERS 17200
THE PROPERTY IS NOT VALUED AND SUGGESTED SALE TO THE LAND
ADVERTISED HEREIN.

land surveyors
planners
consulting engineers
2501 west Millers Blvd
Gainesville, Florida
407-250-2340



james f. nash
and associates, inc.

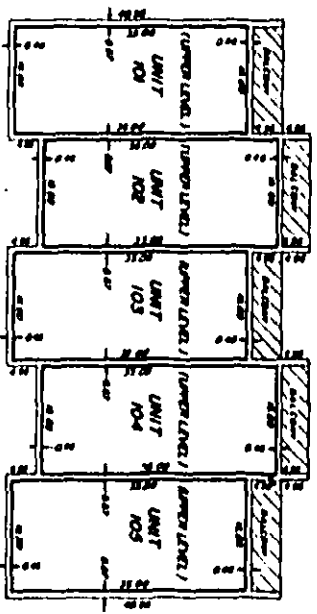
EXHIBIT "D", PAGE "2":
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM, OF
THE RACQUET CLUB OF DARTMOUTH COLLEGE, INC.
CONDOMINIUM

MAY 1982
date
A. MONTAGNA
drawn by
62-62

"THE RACQUET CLUB OF DEER CREEK" II "

OFF 10692pg 516

a condominium PHASE "2"



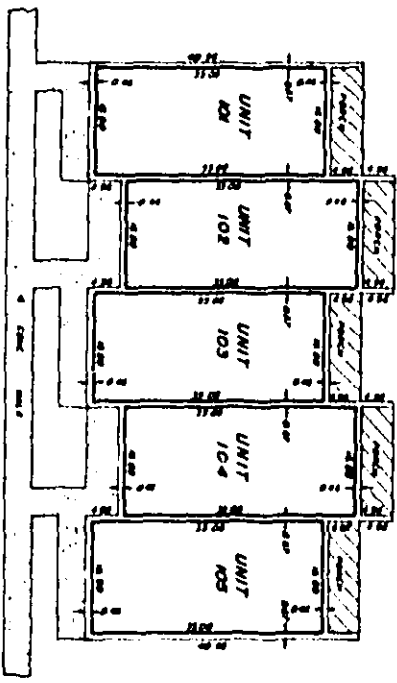
UPPER LEVEL



- SURVEYOR'S NOTES**
1. Each building and each unit is identified by a number on above.
 2. Foundation, shown as foot, are shown under U.S.C. & G.S. 401.40.
 3. See LEGEND, DITTO.
 4. Floor elevations.
 5. Floor elevations.
 6. Ceiling elevations.

LEGEND

- ADJACENT COMMON ELEMENT BUILDING WALLS
- ADJACENT UNIT BOUNDARIES
- EXISTING EXTERIOR LIMITED COMMON ELEMENT



FIRST FLOOR

BUILDING AND FLOOR PLAN

BUILDING 2

THE RACQUET CLUB OF DEER CREEK II

PHASE 3

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B", thence S 01° 13' 07" E along the West line of said Parcel "B" a distance of 457.95 feet, thence "East" a distance of 153.51 feet to the point of beginning of this description; thence continue "East" a distance of 317.85 feet, thence "South" a distance of 91.86 feet, thence "West" a distance of 285.19 feet, thence S 00° 05' 52" E a distance of 159.71 feet to the North right of way line of Hillsboro Blvd., (S.R. # 810), thence S 89° 54' 08" W along said North right of way line a distance of 11.10 feet to a point of curve, thence Westerly along said North right of way line along the arc of a circular curve to the left (concave to the South) having a radius of 5789.58 feet, a central angle of 00° 40' 19", an arc distance of 67.89 feet to a point of tangency, thence S 89° 13' 50" W along said North right of way line a distance of 3.51 feet, thence N 00° 05' 52" W a distance of 63.44 feet, thence N 89° 54' 08" E a distance of 50.00 feet, thence N 00° 05' 52" W a distance of 188.62 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

Containing 0.8618 acres more or less.

Exhibit D Page 4

Engineers • JAMES F. NASH & ASSOCIATES, INC. • Surveyors

2501 West Hillsboro Blvd. Deerfield Beach, Florida 33441

TELEPHONE: 426-1290

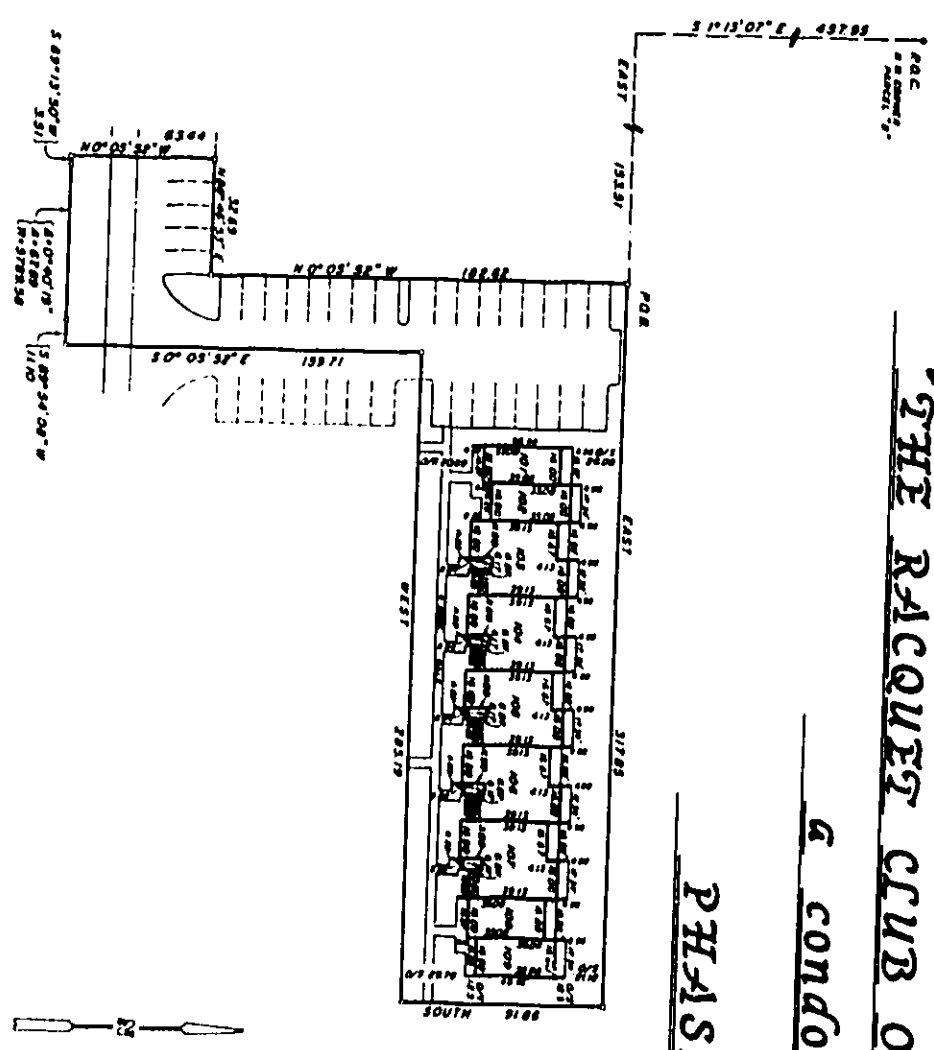
F.B.

OFF
REC 10692Pg 517

THE RACQUET CLUB OF DEER CREEK II

a condominium

PHASE 3



SURVEY and PLOT PLAN

BUILDING 3

HILLSBORO BLVD

THE RACQUET CLUB OF DEER CREEK II
PHASE 3

DESCRIPTION:
A portion of Parcel 17, of The Racquet Club of Deer Creek, as shown on the plat recorded in the public records of the County of Broward, Florida, and more particularly described as follows:
Containing 3.0112 acres more or less.

CERTIFICATION:

I, James F. Nash, a registered Professional Engineer and a duly Licensed Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original survey and plot plan for the building and grounds shown on the plat recorded in the public records of the County of Broward, Florida, and more particularly described as follows:
Containing 3.0112 acres more or less.

THIS SURVEY IS NOT VALID UNLESS THE SIGNED SEAL OF THE LAND SURVEYOR IS ATTACHED HERETO.

OFF 10692Pg 5ig

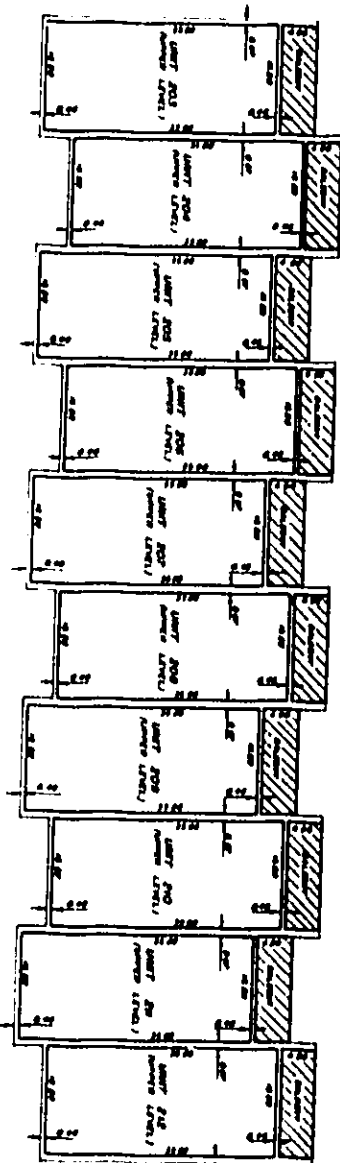
"THE RACQUET CLUB OF DEER CREEK II"

a condominium

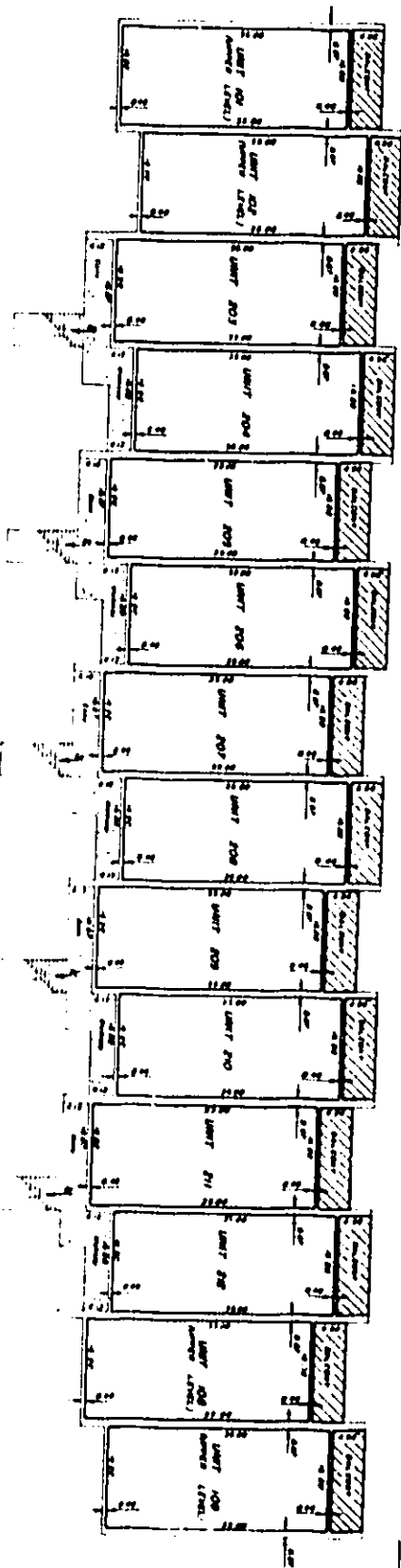


PHASE 3

BUILDING 3

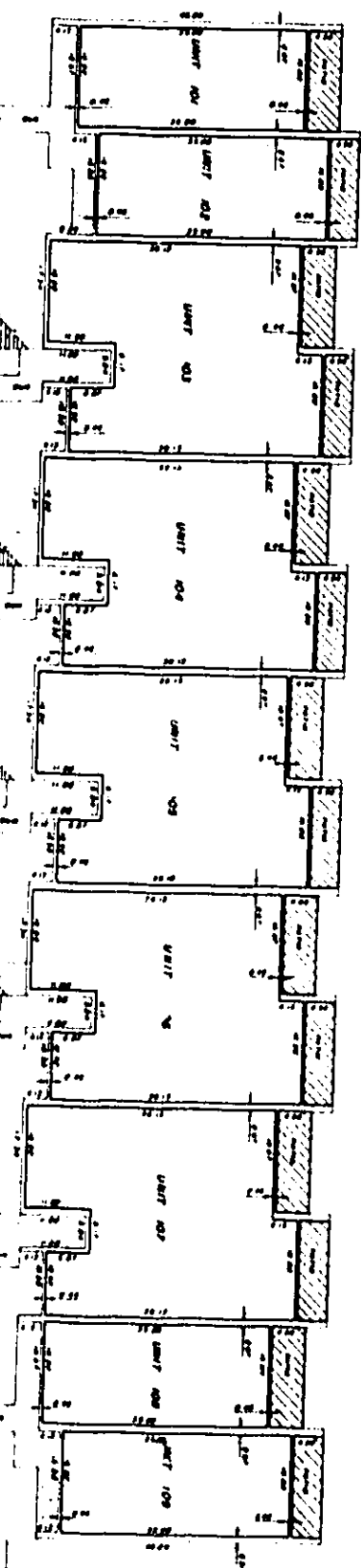


THIRD FLOOR



SECOND FLOOR

- SURVEYOR'S NOTES**
1. Each building and unit set is identified by a number as shown.
 2. Elevation, shown in feet, are based upon U.S.C. & G.S. MEAN SEA LEVEL, 1987/1988.
 3. Floor elevations.
 4. Floor elevations.
 5. Ceiling elevations.
- LEGEND**
- Building Common Element Boundary Walls
 - Building Unit Boundaries
 - Building Common Elements



BUILDING 3 FLOOR PLAN

GROUND FLOOR

EXHIBIT D, PAGE 6,
 APPENDED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM, OF
 THE RACQUET CLUB OF DEER CREEK II,
 A CONDOMINIUM

DATE: 04/11/00
 DRAWN BY: JFN
 CHECKED BY: JFN

DATE: 04/11/00
 DRAWN BY: JFN
 CHECKED BY: JFN



James f. nash
 and associates, inc.

land surveyors
 planners
 consulting engineers
 2501 west 11th street
 fort worth, texas 76102
 817-335-3344

THE RACQUET CLUB OF DEER CREEK II

PHASE 4

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B", thence S 01° 13' 07" E along the West line of said Parcel "B" a distance of 256.00 feet to the point of beginning of this description; thence continue S 01° 13' 07" E along said West line a distance of 70.00 feet, thence N 88° 46' 53" E a distance of 189.00 feet, thence "South" a distance of 110.03 feet, thence S 88° 46' 53" W a distance of 32.69 feet, thence S 00° 05' 52" E a distance of 25.22 feet, thence "East" a distance of 123.85 feet, thence "North" a distance of 207.90 feet, thence S 88° 46' 53" W a distance of 281.72 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

Containing 0.7574 acres more or less.

Exhibit D Page 7

Engineers • JAMES F. NASH & ASSOCIATES, INC. • Surveyors

2501 West Hillsboro Blvd. Deerfield Beach, Florida 33441

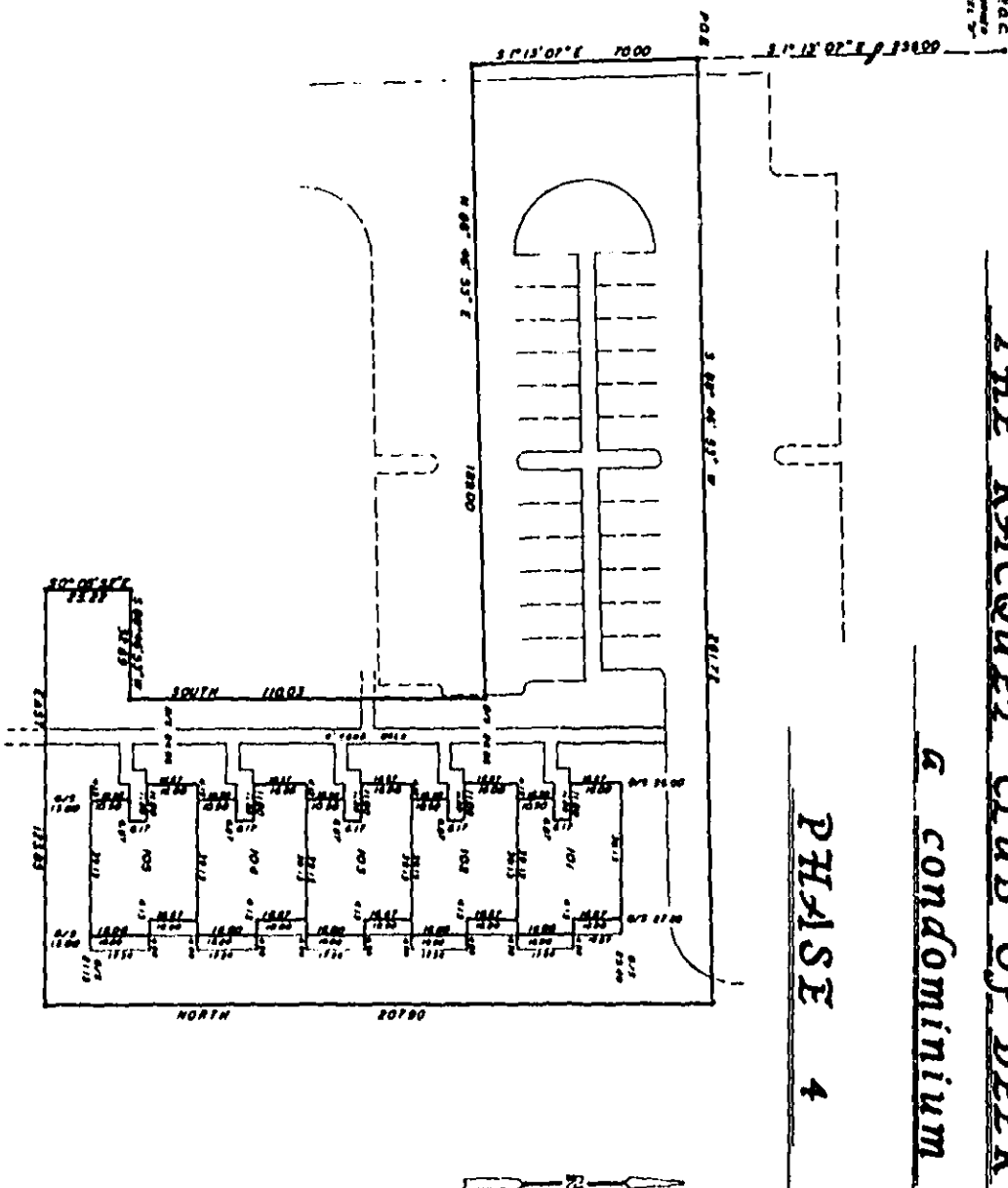
TELEPHONE: 426-1290

F.B.

OFF
REC 10692Pg. 520

a condominium

PHASE 4



SURVEY and PLOT PLAIN

BUILDING

THE HISTORY OF THE CITY OF NEW YORK

1977-1978

"Cross", identified as the Pilot involved, as provided in Plot Book 101, Page 41 of the Public Inspection of Bureau County, Illinois, being more particularly described as follows:

[illegible]

Said lands situate in Fairfield Beach, Howard County, Maryland.

Containing 0.7976 acres more or less.

EXHIBIT 18 KATANA

1. UNITED STATES OF AMERICA, a corporation, with principal office at 1400 Broadway, New York City, New York, and with principal place of business at 1400 Broadway, New York City, New York, is the owner of the copyright in the motion picture entitled "THE GREAT ESCAPE" (hereinafter referred to as the "Motion Picture"), which is a motion picture of the type known as a "feature film" and is a motion picture of the type known as a "feature film" and is a motion picture of the type known as a "feature film".

THIS MATTER IS NOT VALID UNTIL THE DEPARTS FROM THE LAND
BEFORE IT IS ADDED TO THE.

JOHN F. BERRY, P.C.
ASSISTANT U.S. ATTORNEY
STATE OF FLORIDA 32604



james f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2501 West Hickory Blvd.
Deerfield Beach, Florida
407-290-2141

EXHIBIT "D", PAGE "D"
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF
THE RACINET CLUB OF DEER CREEK, II
A CONDOMINIUM

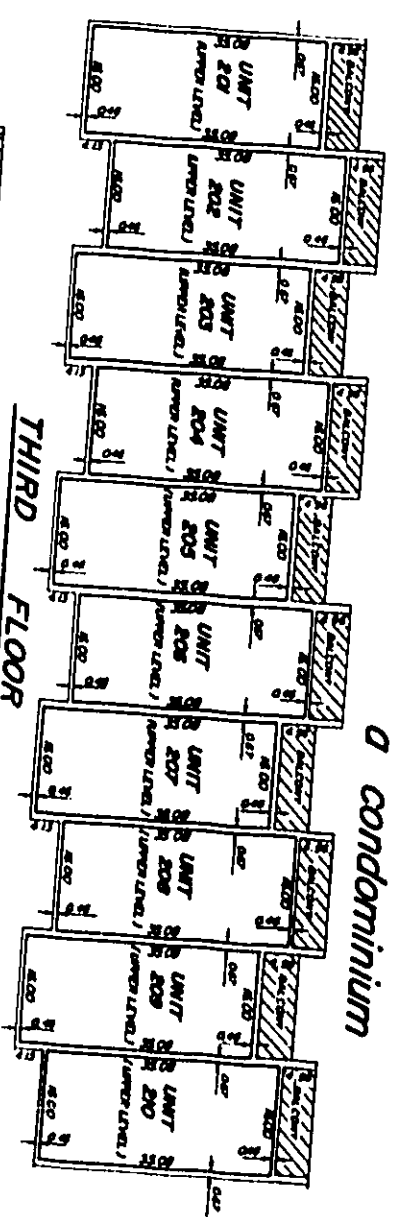
~~ACTX - MAL~~
date
~~REASONALIZER~~
drawn by
~~_____~~
Rb-pg

MI-17-0002
job no
S.A.M.
ord by
drawing no

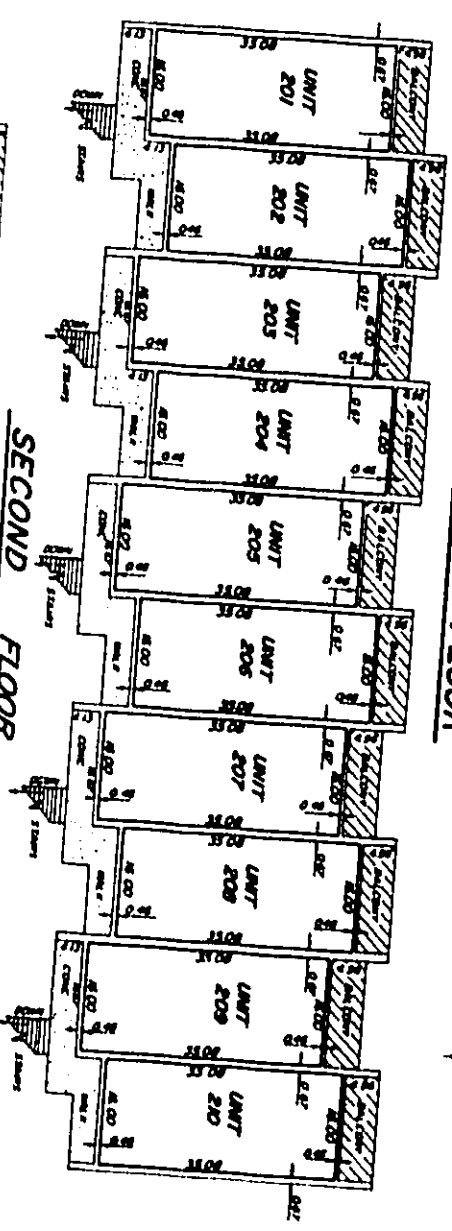
"THE RACQUET CLUB OF DEER CREEK II"

OFF REC 10692 PG 522

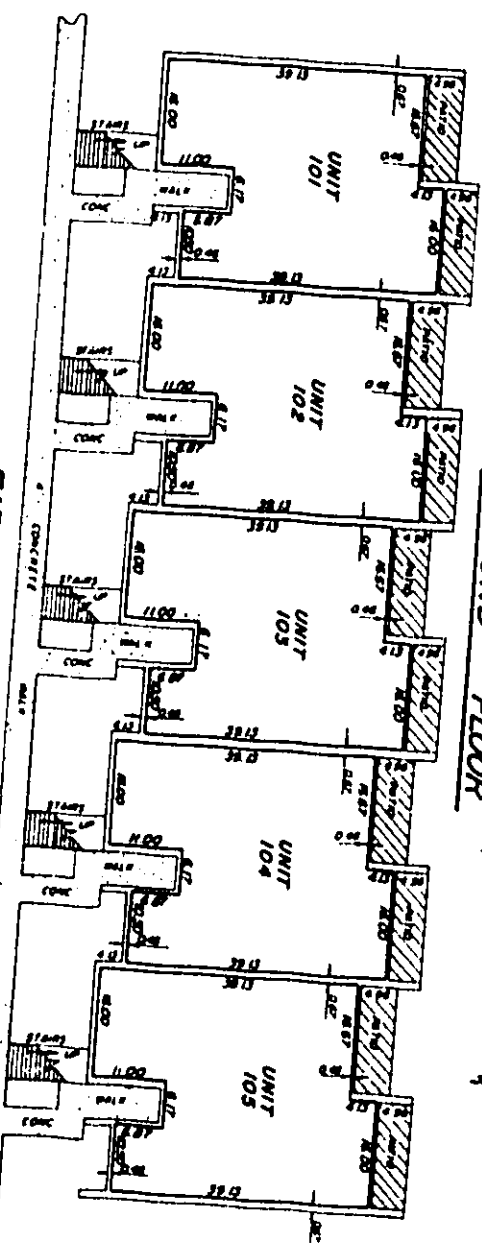
a condominium



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

BUILDING B FLOOR PLAN



BUILDING 4

PHASE 4

OWNER'S NOTES

1. Each building and area are as indicated by a number on the plan.
2. Dimensions, shown in feet, are based upon U.S.C. & G.S. MEAS.
3. All dimensions are in feet.
4. All dimensions are in feet.
5. All dimensions are in feet.

LEGEND

- Common Floor Slab, Balcony, Stairs
- Common Unit Balcony
- Common Unit Balcony

EXHIBIT D, PAGE 9,
 ATTACHED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM, OF
 THE RACQUET CLUB OF DEER CREEK II
 A CONDOMINIUM

James f. nash
 and associates, inc.

land surveyors
 planners
 consulting engineers
 2501 West Highway 104
 Deer Creek, Colorado
 80010-3344

THE RACQUET CLUB OF DEER CREEK II

PHASE 5

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B", thence S 01° 13' 07" E along the West line of said Parcel "B" a distance of 436.00 feet to the point of beginning of this description; thence continue S 01° 13' 07" E along said West line a distance of 275.48 feet to the North right of way line of Hillsboro Blvd., (S.R. # 810), thence N 89° 13' 50" E along said North right of way line a distance of 98.56 feet, thence N 00° 05' 02" W a distance of 63.44 feet, thence N 89° 54' 08" E a distance of 50.00 feet, thence N 00° 05' 52" W a distance of 213.84 feet, thence S 88° 46' 53" W a distance of 153.97 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

Containing 0.8862 acres more or less.

Exhibit D Page 10

Engineers • JAMES F. NASH & ASSOCIATES, INC. • Surveyors

2501 West Hillsboro Blvd. Deerfield Beach, Florida 33441

TELEPHONE: 426-1290

F.B.

OFF 10692 Pg 523

a condominium

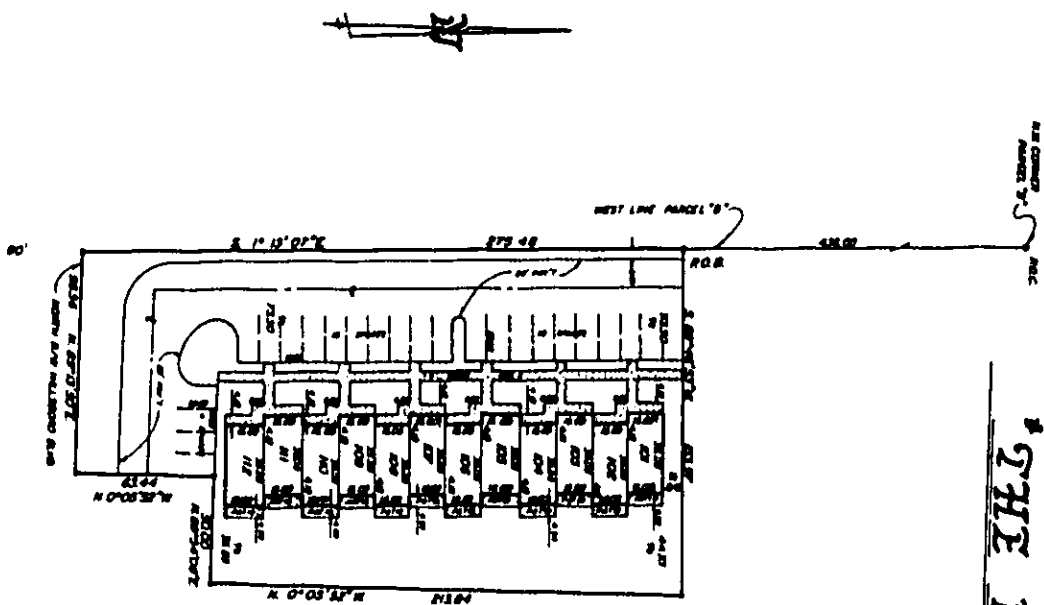
PHASE 5

BUILDING 5



THE SECRETARY CLASS OF THE UNITED STATES
FEBRUARY 8

10-05-1571

[illegible]

MILLSBORO BLVD

SURVEY and PLOT PLAN

CONTRIBUTORS

[illegible]

THIS SERVICE IS NOT AVAILABLE TO PERSONS WITH AN ADVERSE CREDIT RECORD.

AMERICAN OVERSIGHT

EXHIBIT "D", PAGE "11"
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM, OF
"THE RACINE CLUB OF BETH CREEK"

date _____
 drawn by _____
 No. _____

101 - 10 - 0000
job no.
S. A. M.
ord by
S. A. M.

AND

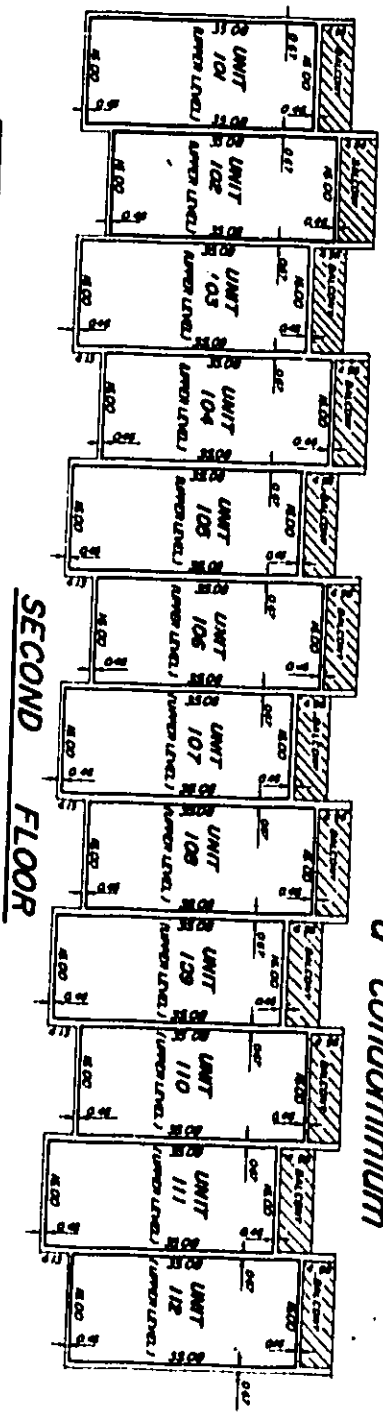
james f. nash
and associates, inc.

**land surveyor
planner
consulting engineers**
2801 west hillberry, bld
doorfield beach, florida
408-4250 3144

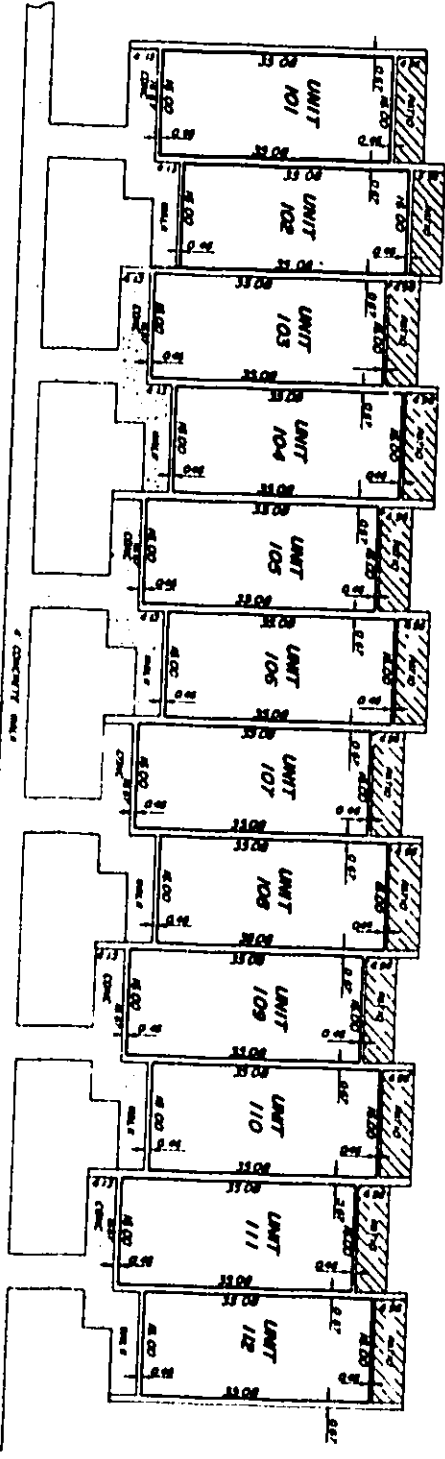
"THE RACQUET CLUB OF DEER CREEK" II "

OFF 10692Pg 525

a condominium



SECOND FLOOR



FIRST FLOOR

PHASE 5 BUILDING & FLOOR PLAN BUILDING 5

- SURVEYOR'S NOTES**
1. Each building and unit was measured by a number of means.
 2. Elevation, shown as feet, was found upon U.S.C. & G.S. MEAS.
 3. SEE LEVEL DATUM.
 4. Floor elevations.
 5. Ceiling elevations.

LEGEND

- PROPERTY BOUNDARY
- EXISTING AND PROPOSED
- EXISTING LAMPY BOUNDARY



EXHIBIT "D", PAGE 12,
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM, OF
"THE RACQUET CLUB OF DEER CREEK II"
A CONDOMINIUM

DATE: 1992
BY: [Signature]
CHECKED BY: [Signature]
DRAWN BY: [Signature]

11-12-92
J.F.P.
J.F.P.
J.F.P.

J.F.P. james f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2501 West Highway 141
Deer Creek, Nevada
408-890-3348

THE RACQUET CLUB OF DEER CREEK II
PHASE 6

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B", thence S 01° 13' 07" E along the West line of said Parcel "B" a distance of 326.00 feet to the point of beginning of this description; thence continue S 01° 13' 07" E along said West line a distance of 110.00 feet, thence N 88° 46' 53" E a distance of 186.66 feet, thence "North" a distance of 110.03 feet, thence S 88° 46' 53" W a distance of 189.00 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

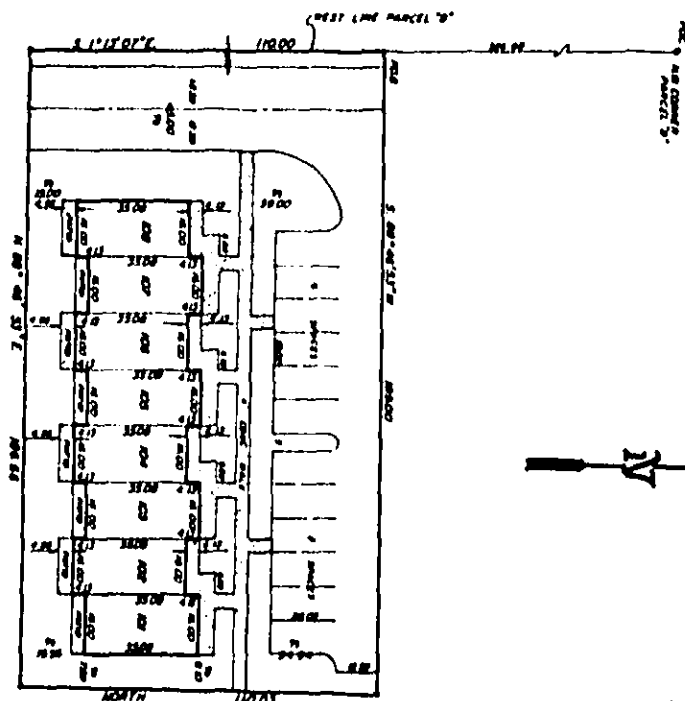
Containing 0.4743 acres more or less.

Exhibit D Page 13

a condominium

PHASE 6

BUILDING 6



SURVEY and PLOT PLAN

2000

Full of

12-16570-1771-00

[illegible][illegible]

THIS QUANTITY IS NOT TO BE USED FOR DOMESTIC SALE, BY THE UNITED STATES IS NOT TO BE USED FOR DOMESTIC SALE.

100-443887-100

~~Exemption~~ EXHIBIT "D", PAGE 14

ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF

THE ASSOCIATE CLUB OF NEW ORLEANS IS



44-38861

Code
PLANTATION, LTD.

down by

16-00

44-38861-200

Job no
C.A.M.

checked by

00000000

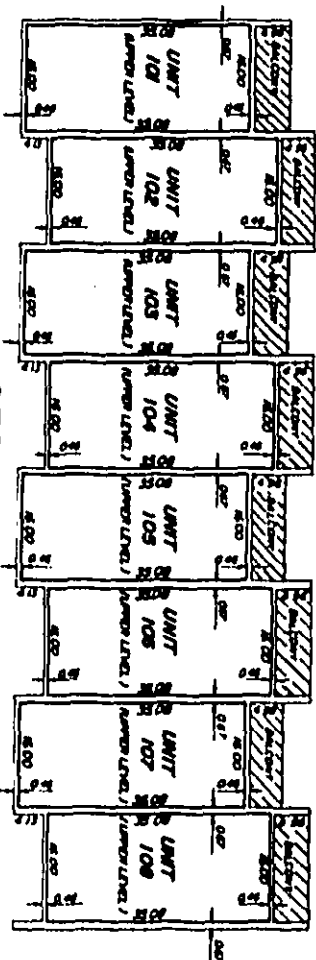
AND

james f. nash
and associates, inc.

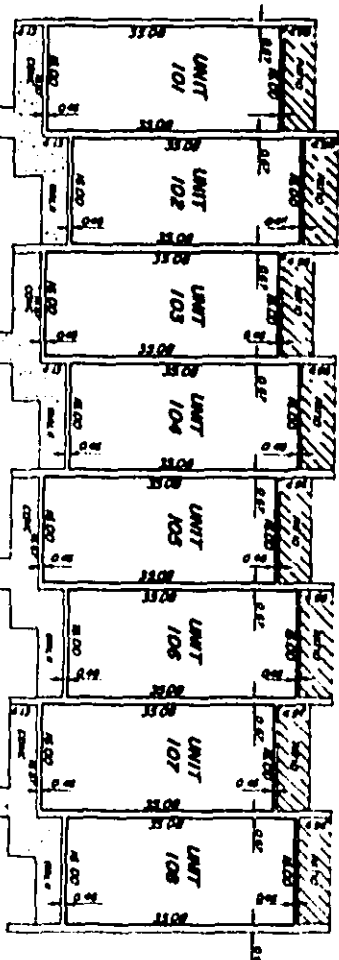
land surveyors
planners
consulting engineers
2501 West Hillborn Blvd.
Deerfield Beach, Florida
408-2550 3142

"THE RACQUET CLUB OF DEER CREEK" II "

a condominium



SECOND FLOOR



FIRST FLOOR

PHASE 6 BUILDING 6 FLOOR PLAN BUILDING 6



SLINGER'S NOTES

1. Each building unit shall be identified by a number on the plan.
2. Dimensions, shown in feet, are based upon the following:
3. 1/4" = 1' (1/4" = 1')
4. 1/4" = 1' (1/4" = 1')
5. 1/4" = 1' (1/4" = 1')
6. 1/4" = 1' (1/4" = 1')

LEGEND

- COMMON AREA
- COMMON AREA
- COMMON AREA

EXHIBIT "D", PAGE 15,
AMENDED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM, OF
"THE RACQUET CLUB OF DEER CREEK II"
A CONDOMINIUM

DATE: 1/1/88
DRAWN BY: J. NASH
CHECKED BY: J. NASH
DATE: 1/1/88

IN - 12 - 001
JOB NO.
C. A. N.
DRAWN BY
DRAWING NO.



james f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2501 West Main Street
Denver, Colorado, 80202
303-733-3344

THE RACQUET CLUB OF DEER CREEK II

PHASE 7

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "B", thence S 01° 13' 07" E along the West line of said Parcel "B" a distance of 146.52 feet to the point of beginning of this description; thence continue S 01° 13' 07" E along said West line a distance of 109.48 feet, thence N 88° 46' 53" E a distance of 281.72 feet, thence "North" a distance of 109.50 feet, thence S 88° 46' 53" W a distance of 274.05 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

Containing 0.7109 acres more or less.

Exhibit D Page 16

Engineers • JAMES F. NASH & ASSOCIATES, INC. • Surveyors

2501 West Hillsboro Blvd. Deerfield Beach, Florida 33441

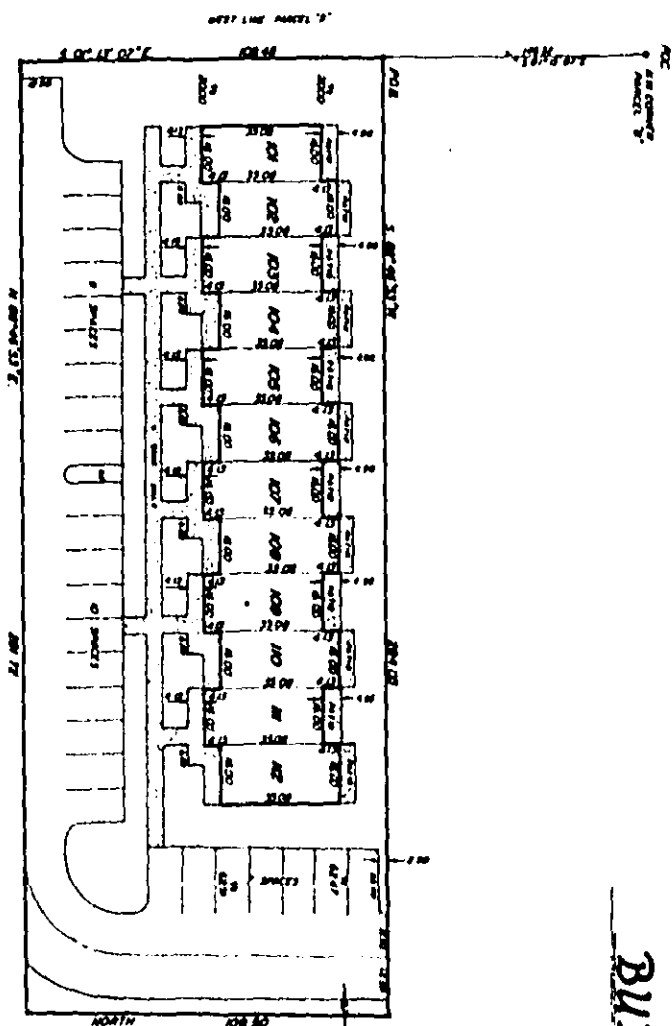
TELEPHONE: 426-1290

F.B.

OFF 10692pg 529

PHASE 7

BUILDING 7



SURVEY and PLOT PLAIN

SECRETARY

THE SECRET CLASH OF SUPER COUNTRIES :
RUSSIA -

10/24/2023

A portion of Federal "B" of "The National Club of New York", operating via the plot thereof, so provided in Plot Item 181, Page 41 of the Public Records of Broward County, Florida, being more particularly described as follows:

[illegible]

CHART 12: HCB7 MEMO

[illegible]

THIS PARTY IS NOT YET ON THE ELECTION BALLOT FOR THE STATE OF FLORIDA.

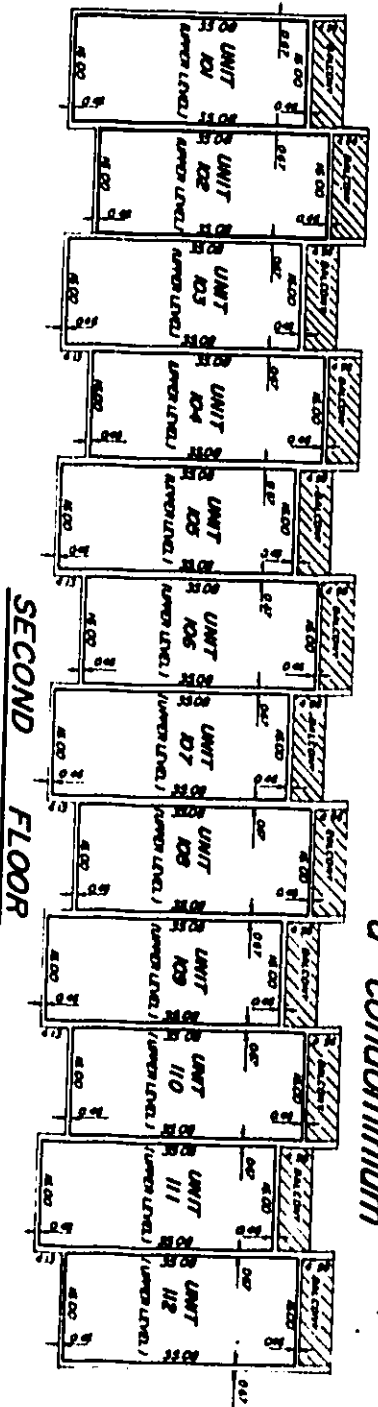
james f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2501 west Millsboro, bld
described above, for the
484-2550 2242

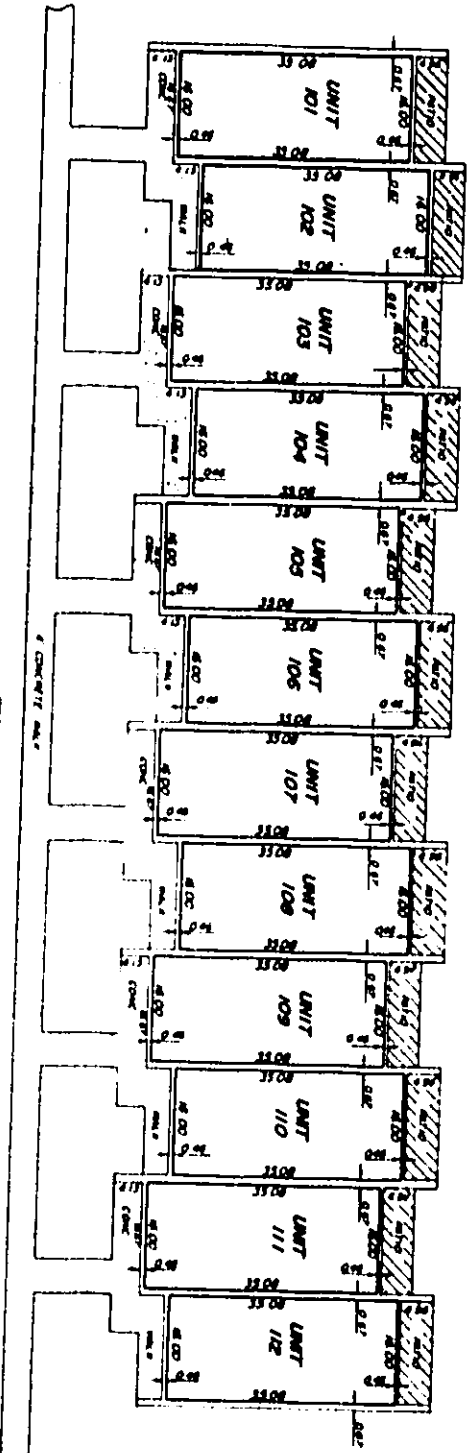
"THE RACQUET CLUB OF DEER CREEK" II "

OFF 10692 pg 531

d condominium



SECOND FLOOR



FIRST FLOOR

PHASE 7

BUILDING 8 FLOOR PLAN

BUILDING 7

SURVEYOR'S NOTES

1. Easement and right of way is shown as shown.
2. Dimensions shown to face, and shown from E.C. & E.C. FROM.
3. ALL LEVELS ARE TO BE.
4. From survey.
5. From survey.
6. From survey.

LEGEND

- BOUNDARY BETWEEN ADJACENT BUILDING PLOTS
- BOUNDARY BETWEEN ADJACENT BUILDING PLOTS
- BOUNDARY BETWEEN ADJACENT BUILDING PLOTS

James f. nash

and associates, inc.

land surveyor
planner
consulting engineer
2501 west 11th street
deer creek, wisconsin
430-2500 1344

EXHIBIT 10, PAGE 10

APPROVED TO BE A PART OF THE
RECORDATION OF CONVEYANCE, OF

THE RACQUET CLUB OF DEER CREEK, INC.

DATE 1-1-88

BY

drawn by

10-40

PL - 10-000

100 no

C. A. N.

drawn by

drawing no

THE RACQUET CLUB OF DEER CREEK II

PHASE 8

DESCRIPTION:

A portion of Parcel "B" of "The Racquet Club of Deer Creek", according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

Beginning at the Northwest corner of said Parcel "B", thence S 01° 13' 07" E along the West line of said Parcel "B" a distance of 146.52 feet, thence N 88° 46' 53" E a distance of 284.05 feet, thence "North" 137.99 feet to the South right of way line of Deer Creek Country Club Blvd., thence N 80° 26' 53" W along said South right of way line a distance of 58.01 feet to a point of curve, thence Westerly along said South right of way line along the arc of a circular curve to the left (concave to the South) having a radius of 585.00 feet, a central angle of 22° 40' 27", an arc distance of 231.51 feet to the Point of Beginning.

Said lands situate in Deerfield Beach, Broward County, Florida.

Containing 1.0028 acres more or less.

Exhibit D Page 19

Engineers • JAMES F. NASH & ASSOCIATES, INC. • Surveyors
2501 West Hillsboro Blvd. Deerfield Beach, Florida 33441

TELEPHONE: 426-1290

F.B.

OFF
REC 10692 Pg 532

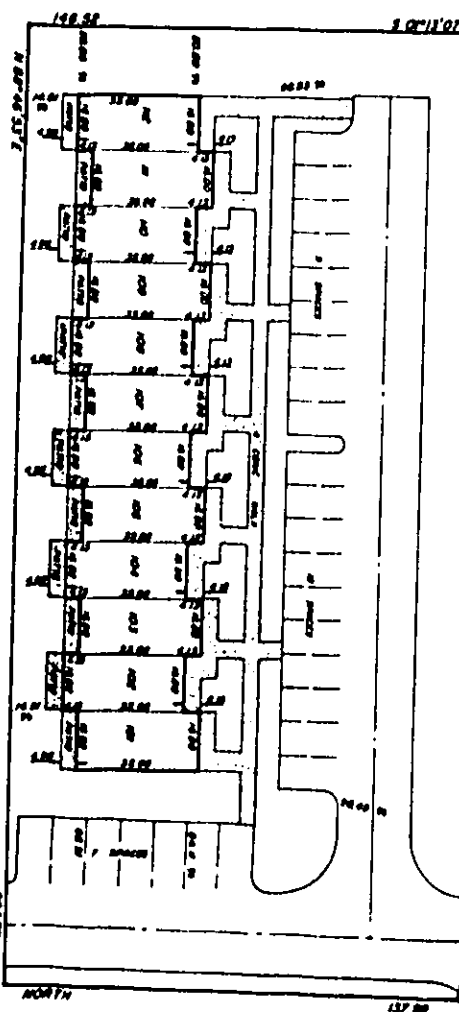
a condominium

PHASE 8

BUILDING 8

	CHEEN	COONHIT	
DEER			CLUB

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 07-10-2001 BY 60322 UCBAW



SURVEY and PLOT PLAIN

Answer: _____

THE UNIVERSITY OF MICHIGAN LIBRARY

電話: 02-2652-7110

A letter of Report "2" of the Supreme State of Iowa, dated 12/22/37, and a letter of Report "2" of the State of Illinois, dated 12/22/37, are attached to this report. The letter of Report "2" of the State of Illinois, dated 12/22/37, is a letter of Report "2" of the State of Illinois, dated 12/22/37, and is a letter of Report "2" of the State of Illinois, dated 12/22/37.

CONFIDENTIAL

[illegible]

**1973 Survey 15 Nov 64, 12
1974 Survey 13 Nov 64, 12**

MAINTENANCE LIAISON OFFICER
STATE OF MAINE 1200

ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF
THE MOUNTAIN CLUB OF DEER CREEK, IT

MAY 1982
date
6 QUANT
down by
15-00

111-77-0000
job no
E.A.M.
card by

JFD

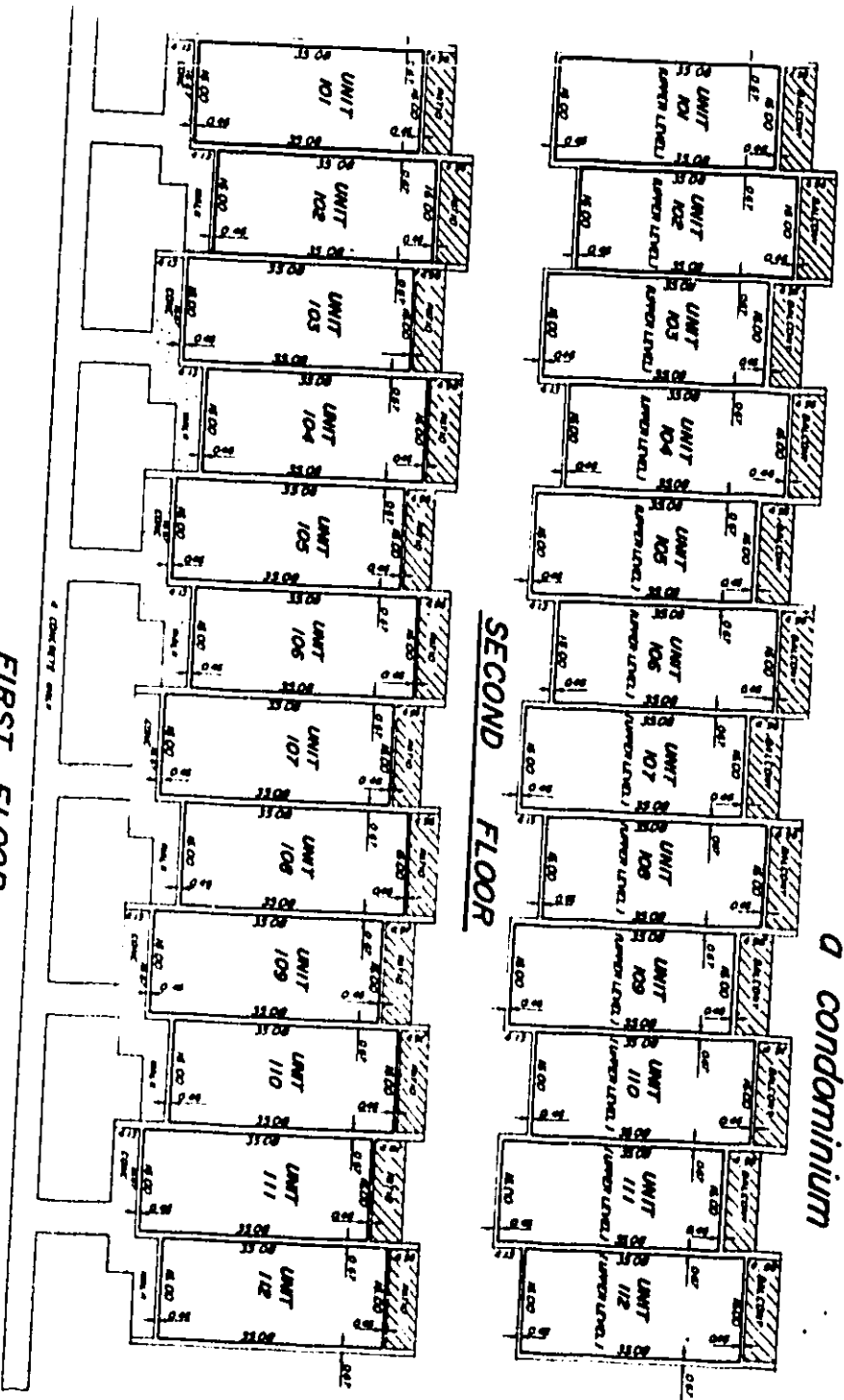
james f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2801 west hillborn blvd
doverflor beach, florida
407-290-2344

"THE RACQUET CLUB OF DEER CREEK" II "

OFF 10692 PG 534

a condominium



PHASE 8
BUILDING 8 FLOOR PLAN
BUILDING 8

- SURVEYOR'S NOTES**
1. Each building and unit is identified by a number on the plan.
 2. Dimensions, shown in feet, are based upon S.E.C. & S.E. notes.
 3. Other dimensions.
 4. Other dimensions.
 5. Other dimensions.

LEGEND

————— EXISTING CONCRETE FOUNDATION WALL

————— EXISTING CONCRETE FOUNDATION WALL

————— EXISTING CONCRETE FOUNDATION WALL

EXHIBIT "B", PAGE 21
ATTACHED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM, OF
"THE RACQUET CLUB OF DEER CREEK NO. 2"
A CONDOMINIUM

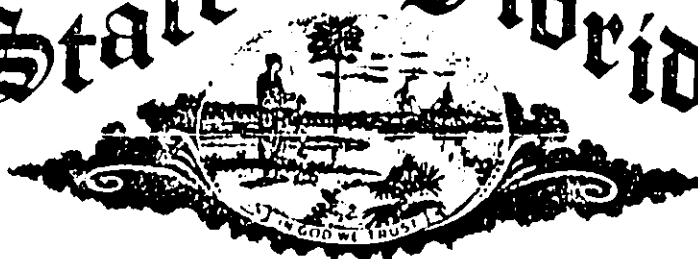
NOT TO SCALE
DRAWN BY
DATE
BY

10-77-0017
JOB NO.
C.R.N.
DRAWN BY
DATE

JFN james f. nash
and associates, inc.

land surveyors
planners
consulting engineers
2501 west blairway, m.d.
deer creek, florida
408-250-3542

State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation of THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on February 21, 1983 as shown by the records of this office.

The charter number of this corporation is 763381.



CER 101

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of February, 1983.

George Firestone
Secretary of State

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM OF THE RACQUET CLUB OF DEER CREEK II,
A CONDOMINIUM

OFF 10692Pg 535

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC.
a Florida Corporation Not-for-Profit

FILED

1983 FEB 21 AM 11:40

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being all of the subscribers and directors of The Racquet Club of Deer Creek II Condominium Association, Inc., a Florida corporation not-for-profit, hereby certify that at the present time there are no members of the Association, and hereby amend and restate the Articles of Incorporation of the Association in their entirety as follows:

ARTICLE I - NAME

The name of the corporation is "THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC.," a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION."

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2. To operate one or more of the CONDOMINIUMS which may be established from time to time within the property legally described in Exhibit "A" attached hereto, pursuant to the Florida CONDOMINIUM ACT. The first CONDOMINIUM the ASSOCIATION will operate is THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM. The DEVELOPER shall determine which other CONDOMINIUM(S) established within the property described in Exhibit "A," if any, will be operated by the ASSOCIATION, pursuant to the DECLARATION of any such other CONDOMINIUM.

3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - DEFINITIONS

The terms used in these ARTICLES and the BYLAWS shall have the same definitions and meanings as those set forth in the Declaration of Condominium of THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM, and in the CONDOMINIUM ACT, unless herein provided to the contrary, or unless the context otherwise requires. In addition, if the ASSOCIATION operates more than one (1) CONDOMINIUM, the following definitions shall apply:

1. CONDOMINIUM shall mean and refer to THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM, and/or any other Condominium established within the property described in Exhibit "A" which the ASSOCIATION is to operate as provided in its DECLARATION.

2. DECLARATION shall mean and refer to the Declaration of Condominium of THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM, and/or any other Declaration of Condominium submitting property within Exhibit "A" to the CONDOMINIUM FORM OF OWNERSHIP which provides that the CONDOMINIUM will be operated by the ASSOCIATION, and any amendments to such DECLARATIONS.

3. UNIT shall mean and refer to a CONDOMINIUM UNIT within a CONDOMINIUM.

ARTICLE IV - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the CONDOMINIUM ACT.

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, a DECLARATION, either expressed or implied, and to take any action reasonably necessary or appropriate to operate a CONDOMINIUM pursuant to its DECLARATION, including, but not limited to, the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect ASSESSMENTS against members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

3. To maintain, repair, replace, reconstruct, add to, and operate a CONDOMINIUM and other property acquired or leased by the ASSOCIATION for use by its members.

4. To purchase insurance upon a CONDOMINIUM and insurance for the protection of the ASSOCIATION, its directors, officers and members, and such other parties as the ASSOCIATION may determine.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the UNITS, COMMON ELEMENTS, recreational facilities, and other areas within a CONDOMINIUM or owned by the ASSOCIATION, and for the health, comfort, safety, welfare, and benefit of the ASSOCIATION'S members.

6. To approve or disapprove the sale, leasing, transfer, mortgaging, ownership and possession of UNITS as may be provided by an applicable DECLARATION.

7. To enforce by legal means the provisions of the CONDOMINIUM ACT, a DECLARATION, these ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION.

8. To contract for the management and maintenance of a CONDOMINIUM and to authorize a management agent or company (which may be the DEVELOPER or an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON ELEMENTS with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of a DECLARATION, these ARTICLES, the BYLAWS and the CONDOMINIUM ACT. The ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by a DECLARATION and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for the proper operation of a CONDOMINIUM and/or to contract with others, for the performance of such obligations, services and/or duties.

ARTICLE V - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of UNITS. Membership shall be established as to each UNIT upon the recording of a DECLARATION, or any amendment to a DECLARATION, submitting the property which includes the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Upon the transfer of ownership of fee title to, or fee interest in, a UNIT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the CONDOMINIUM is located of the deed or other instrument establishing the acquisition and designating the UNIT affected thereby, the new UNIT OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior UNIT OWNER as to the UNIT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the UNIT. Prior to the recording of any DECLARATION, the subscribers to these ARTICLES shall be the members of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, the COMMON ELEMENTS and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the UNIT for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each UNIT. In the event any UNIT is owned by more than one person and/or by an entity, the vote for such UNIT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one UNIT shall be entitled to one vote for each UNIT owned.

4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

5. In the event the ASSOCIATION operates more than one CONDOMINIUM, membership in the ASSOCIATION may be divided into classes for each such CONDOMINIUM pursuant to the BYLAWS, so that matters relating to only one CONDOMINIUM will be voted upon only by the members who own UNITS in the CONDOMINIUM.

ARTICLE VI - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE VII - SUBSCRIBERS

The names and addresses of the subscribers to these ARTICLES are as follows:

MICHAEL K. HOFF
466 N.E. 5th Avenue
Delray Beach, Florida
33444

KENNETH W. HOFF
466 N.E. 5th Avenue
Delray Beach, Florida
33444

ROBERT M. SWEENEY
466 N.E. 5th Avenue
Delray Beach, Florida
33444

ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Except for directors appointed by the DEVELOPER, and except to the extent required in order to elect a full BOARD due to the unwillingness of UNIT OWNERS to serve on the BOARD, directors are required to be UNIT OWNERS, or a shareholder, director, officer or partner of an entity which owns a UNIT.

2. All of the duties and powers of the ASSOCIATION existing under the CONDOMINIUM ACT, a DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. Initially the DEVELOPER shall have the right to appoint all of the directors. When members other than the DEVELOPER own fifteen (15%) percent or more of the UNITS in any CONDOMINIUM that will be operated ultimately by the ASSOCIATION, the members other than the DEVELOPER shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the DEVELOPER shall be entitled to elect not less than a majority of the directors upon the earlier of the following:

a. Three (3) years after fifty (50%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

b. Three (3) months after ninety (90%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

c. When all of 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

d. When some of the UNITS have been conveyed to purchasers and none of the others are being constructed or offered for sale by the DEVELOPER in the ordinary course of business.

e. Five (5) years after the first UNIT in a CONDOMINIUM is conveyed by the DEVELOPER.

The DEVELOPER is entitled to elect at least one director as long as the DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the UNITS that will be operated ultimately by the ASSOCIATION. Thereafter all of the directors shall be elected by the members in the manner determined by the BYLAWS.

Notwithstanding the foregoing, the DEVELOPER may waive its right to elect one or more directors which it is entitled to elect, by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members.

4. Within sixty (60) days after the members other than the DEVELOPER are entitled to elect one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days or more than forty (40) days notice of, a meeting of members to elect the directors which the members are then entitled to elect. The meeting may be called and the notice given by any UNIT OWNER if the ASSOCIATION fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

5. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD shall be appointed by the DEVELOPER if, at the time such vacancy is to be filled, the number of directors appointed by the DEVELOPER is less than the maximum number of directors which may, at that time, be appointed by the DEVELOPER as set forth above.

6. In the event the ASSOCIATION operates more than one CONDOMINIUM, the BYLAWS may provide a means by which the BOARD will be comprised of at least one UNIT OWNER from each CONDOMINIUM operated by the ASSOCIATION, unless no UNIT OWNER from a CONDOMINIUM is nominated and/or is able and willing to serve as a director.

7. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

MICHAEL K. HOFF
466 N.E. 5th Avenue
Delray Beach, Florida
33444

KENNETH W. HOFF
466 N.E. 5th Avenue
Delray Beach, Florida
33444

ROBERT M. SWEENEY
466 N.E. 5th Avenue
Delray Beach, Florida
33444

ARTICLE IX - OFFICERS

The officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President.....MICHAEL K. HOFF
Vice-President.....KENNETH W. HOFF
Secretary/Treasurer.....ROBERT M. SWEENEY

ARTICLE X - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not

opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this ARTICLE.

ARTICLE XI - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DEVELOPER, the DIRECTORS and/or members in the manner provided by the BYLAWS.

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ARTICLE XII - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

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

2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the BOARD or by not less than one-third (1/3) of the members. Directors and members not present in person or by proxy at any meeting considering an amendment may express their approval in writing, provided that such written approval is delivered to the secretary or to a director prior to, or within thirty (30) days after, the meeting. Approval of an amendment must be by not less than a majority of the votes of the entire membership of the ASSOCIATION.

3. Notwithstanding anything contained herein to the contrary, until a majority of the BOARD is elected by UNIT OWNERS other than the DEVELOPER, these ARTICLES may be amended by a majority of the BOARD, without the vote or approval of the members of the ASSOCIATION.

4. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT or a DECLARATION. Prior to the closing of the sale of all UNITS that will be ultimately operated by the ASSOCIATION, including UNITS in all phases in a CONDOMINIUM as contemplated by its DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment, including, but not limited to, any right of the DEVELOPER to appoint directors pursuant to ARTICLE VIII.

5. No amendment to these ARTICLES shall be made which discriminates against any UNIT OWNER(S), or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. In the event the ASSOCIATION operates more than one CONDOMINIUM, no amendment to these ARTICLES shall be made which discriminates against the UNIT OWNERS in any CONDOMINIUM(S), or affects the UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, without the written approval of a majority of the UNIT OWNERS within the CONDOMINIUM(S) so discriminated against or affected. No amendment to these ARTICLES shall be made which would discriminate against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibit "A," without the written approval of the owner of the property on which the CONDOMINIUM(S) so discriminated against or affected may be constructed. No amendment shall be made deleting any portion of the property described in Exhibit "A" of these ARTICLES without the written approval of the owner of the property which is intended to be deleted.

6. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the county in which the CONDOMINIUM is located.

ARTICLE XIII

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the ASSOCIATION shall be at 466 N.E. 5th Avenue, Delray Beach, Florida 33444. The initial registered agent of the ASSOCIATION at that address is MICHAEL K. HOFF.

WHEREFORE, the undersigned have affixed their signatures on this 17th
day of February, 1963.

Michael K. Hoff
MICHAEL K. HOFF, Director, Subscriber and
Registered Agent

Kenneth W. Hoff
KENNETH W. HOFF, Director and Subscriber

Robert M. Sweeney
ROBERT M. SWEENEY, Director and Subscriber

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me this 17th day of
February, 1963, by MICHAEL K. HOFF, KENNETH W. HOFF and ROBERT M.
SWEENEY, directors and as subscribers, and by MICHAEL K. HOFF, as registered
agent.

Lillian LaFrance
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(Notary Seal)

Notary Public, State of Florida at Large
My Commission Expires May 31, 1965
DONOR: THIS INSTRUMENT WAS
& HARRY K. HARRIS & SONS, INC.

EAS/ld(CONDO 3)
12/01/82(3)

EXHIBIT "A"
TO
ARTICLES OF INCORPORATION
OF
THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC.

FILED
1983 FEB 21 AM 11:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Legal Description:

A portion of Parcel "B" of "THE RACQUET CLUB OF DEER CREEK", according to the plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel "B", thence Easterly along the North line of said Parcel "B" along the arc of a circular curve to the right (concave to the South) having a radius of 585.00 feet, whose radius point bears S 13° 07' 20" E from the Northwest corner, with a central angle of 22°40'27", an arc distance of 231.51 feet to a point of tangency, thence S 80°26'53" E along said North line a distance of 58.01 feet to the Northwest corner of Parcel "A" of said "THE RACQUET CLUB OF DEER CREEK", thence "South" along the West line of said Parcel "A" a distance of 455.38 feet to the Southwest corner of said Parcel "A", thence "East" along the South line of said Parcel "A", a distance of 194.00 feet, thence "South" a distance of 91.86 feet, thence "West" a distance of 71.69 feet, thence S 00°05'52" E a distance of 159.34 feet to the North Right-of-Way line of Hillsboro Boulevard, (S.R. #810), thence S 89°54'08" W along said North Right-of-Way line a distance of 224.60 feet to a point of curve, thence Westerly along said North Right-of-Way line along the Arc of a circular curve to the left (concave to the South) having a radius of 5789.58, a central angle of 00°40'19", an arc distance of 67.89 feet to a point of tangency, thence S 89°13'50" W along said North Right-of-Way line a distance of 102.07 feet to the Southwest corner of said Parcel "B", thence N 01°13'07" W along the West line of said Parcel "B" a distance of 711.47 feet to the POINT OF BEGINNING.

Containing 9.5331 acres more or less.

Subject to Easements of Record.

Said lands situate in Deerfield Beach, Broward County, Florida.

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BYLAWS
OF
THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC
a Florida corporation not-for-profit

1. GENERAL PROVISIONS.

1.01 Identity. These are the BYLAWS of THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC, hereinafter referred to as the "ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.05 Incorporation of the CONDOMINIUM ACT. All of the provisions of the CONDOMINIUM ACT, being Chapter 718, Florida Statutes, as same now exists and may apply to the ASSOCIATION are, with permissible deviations therefrom, incorporated herein by reference. In the event of any conflict between these BYLAWS and the CONDOMINIUM ACT, these BYLAWS shall control unless the deviation from the CONDOMINIUM ACT is impermissible.

1.06 Conflict with ARTICLES. In the event of any conflict between these BYLAWS and the ARTICLES, the ARTICLES shall control.

1.07 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, a DECLARATION, and the CONDOMINIUM ACT.

2. MEMBERSHIP IN GENERAL.

2.01 Qualification. Pursuant to the ARTICLES, all of the record owners of UNITS in a CONDOMINIUM operated by the ASSOCIATION shall be members of the ASSOCIATION. Membership for each UNIT shall be established upon the recording of a DECLARATION or any amendment thereto, submitting the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Prior to the recording of a DECLARATION, the subscribers shall be the members of the ASSOCIATION, but their membership shall terminate upon the recording of a DECLARATION.

2.02 Changes in Membership. The transfer of the ownership of any UNIT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a UNIT to notify the ASSOCIATION of any change in the ownership of any UNIT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a UNIT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

2.03 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's UNIT, as set forth

above. Any member who mortgages his UNIT shall notify the ASSOCIATION of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the ASSOCIATION. Any member who satisfies the mortgage encumbering his UNIT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the member register.

2.04 Inspection of Books and Records. The records of the ASSOCIATION shall be open to inspection by UNIT OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a UNIT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, the Rules and Regulations of the ASSOCIATION, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION.

3. MEMBERSHIP VOTING

3.01 Voting Rights. There shall be one vote for each UNIT. In the event any UNIT is owned by more than one person, or is owned by a person other than an individual, the vote for such UNIT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one UNIT, the member shall be entitled to one vote for each such UNIT.

3.02 Majority Vote and Quorum Requirements.

3.02.01 The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and UNIT OWNERS for all purposes, except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for a majority of the UNITS operated by the ASSOCIATION shall constitute a quorum.

3.02.02 In the event any meeting is adjourned or continued to another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided heretofore shall be reduced to be the presence in person or by proxy of persons entitled to cast the votes for one-third (1/3) of the UNITS operated by the ASSOCIATION at the adjourned meeting, and the acts approved by a majority of the votes present in person or by proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all members and UNIT OWNERS for all purposes, except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. This reduction of the quorum requirement shall apply only if the BOARD sends notice of the adjourned meeting to the members as elsewhere provided, which notice must specifically provide that the quorum requirement will be reduced at the adjourned meeting.

3.03 Determination as to Voting Rights.

3.03.01 In the event any UNIT is owned by one person, his right to cast the vote for the UNIT shall be established by the record title to his UNIT.

3.03.02 In the event any UNIT is owned by more than one person or by an entity, the vote for the UNIT may be cast at any meeting by any co-owner of the UNIT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the UNIT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the UNIT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a UNIT shall be deemed co-owners of the UNIT, and the directors and officers of a corporation owning a UNIT shall be deemed co-owners of the UNIT.

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If any co-owner of a UNIT appears at any meeting by proxy, and another co-owner appears in person, the vote for the UNIT shall be cast by the co-owner of the UNIT appearing in person, and the proxy shall be deemed revoked.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

3.05 Rights of DEVELOPER Notwithstanding anything contained in these BYLAWS, the ARTICLES, or a DECLARATION, to the contrary, until the DEVELOPER has closed the sale of all UNITS within a CONDOMINIUM, including the UNITS in all phases contemplated by the CONDOMINIUM'S DECLARATION, no vote of the members shall be effective or may be taken without approval in writing by the DEVELOPER which would:

3.05.01 Result in the DEVELOPER being assessed as a UNIT OWNER for capital improvements;

3.05.02 Be detrimental to the sales of UNITS by the DEVELOPER. However, a non-discriminatory increase in ASSESSMENTS for COMMON EXPENSES without discrimination against the DEVELOPER shall not be deemed to be detrimental to the sales of UNITS.

3.05.03 Adversely affect any right the DEVELOPER may have to appoint any directors, as provided in the ARTICLES, or these BYLAWS.

3.05.04 Otherwise discriminate in any respect against the DEVELOPER, or remove, limit, modify or alter any right of the DEVELOPER as provided in the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, or these BYLAWS.

3.06 Multiple CONDOMINIUMS In the event the ASSOCIATION operates more than one CONDOMINIUM, matters relating to the ASSOCIATION as a whole, or which affect the rights and interests of all, or substantially all, of the UNIT OWNERS in all of the CONDOMINIUMS operated by the ASSOCIATION, shall be voted on by the membership at large. Any matter relating to only one or more CONDOMINIUM(S), which does not affect the ASSOCIATION as a whole or the rights and interests of UNIT OWNERS in any other CONDOMINIUM operated by the ASSOCIATION, shall be voted upon by the members owning Units in the CONDOMINIUM(S) to which the matter relates, and in that event, the presence in person or by proxy of persons entitled to cast the votes for a majority of the UNITS in such CONDOMINIUM(S) shall constitute a quorum. If any meeting is adjourned for lack of a quorum, the quorum requirement at an adjourned meeting may be reduced to one-third (1/3) of the votes in accordance with Paragraph 3.02.02 of these BYLAWS. The decision as to whether a matter should be voted upon by UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, or by the membership at large, shall be determined by the BOARD, and their determination, in the absence of bad faith, shall be conclusive.

4. MEMBERSHIP MEETINGS

4.01 Who May Attend. In the event any UNIT is owned by more than one person, all co-owners of the UNIT may attend any meeting of the members. In the event any UNIT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for

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any UNIT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL MORTGAGEES have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than 14 nor more than 60 days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. Notice of any meeting where ASSESSMENTS against UNIT OWNERS are to be considered for any reason shall specifically contain a statement that ASSESSMENTS will be considered and the nature of any such ASSESSMENTS. A copy of the notice shall be posted in a conspicuous place on the property of each CONDOMINIUM at least 14 days prior to any meeting. Unless a member waives in writing his right to receive notice of a meeting by mail, the notice of any meeting shall be sent by mail to each member, and a Post Office certificate of mailing shall be obtained as to each member and retained by the ASSOCIATION as proof of such mailing. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a UNIT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the UNIT, which may be given to any co-owner as defined in Paragraph 3.03.02 of these BYLAWS. Notice to any member or co-owner shall be sent to the UNIT of such member or co-owner, unless the UNIT OWNER(S) of the UNIT otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Tuesday in January of each year, or at such other time in the months of January or February of each year as shall be selected by the BOARD and as is contained in the notice of such meeting.

4.06 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present

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at the original meeting, without giving notice to the members which were present at such meeting. Notwithstanding the foregoing, if a meeting is adjourned for lack of a quorum, notice of the adjourned meeting must be given to all members in order for the quorum requirement at the adjourned meeting to be reduced pursuant to Paragraph 3.02 02 of these BYLAWS.

4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.09.01 Determination of chairman of the meeting;
- 4.09.02 Calling of the role and certifying of proxies;
- 4.09.03 Proof of notice of meeting or waiver of notice;
- 4.09.04 Reading and disposal of any unapproved minutes;
- 4.09.05 Election of inspectors of election;
- 4.09.06 Determination of number of directors;
- 4.09.07 Election of directors;
- 4.09.08 Reports of directors, officers or committees;
- 4.09.09 Unfinished business;
- 4.09.10 New business; and
- 4.09.11 Adjournment

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a UNIT is owned by more than one person or by a corporation, the consent for such UNIT need only be signed by one person who would be entitled to cast the vote for the UNIT as a co-owner pursuant to Paragraph 3.03.02 of these BYLAWS.

4.12 Multiple CONDOMINIUMS. In the event the ASSOCIATION operates more than one CONDOMINIUM, and in the event pursuant to Paragraph 3.06 of these BYLAWS, the owners of UNITS within less than all of the CONDOMINIUMS would be entitled to vote on any matter for which a special meeting is called, only the members owning UNITS within such CONDOMINIUM(S) shall be entitled to notice and to attend such meeting.

5. DIRECTORS

5.01 Membership.

5.01.01 The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three nor more than five (5) directors. So long as the DEVELOPER is entitled to appoint any director pursuant to the ARTICLES, the

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number of directors will be determined, and may be changed from time to time, by the DEVELOPER by written notice to the BOARD. After the DEVELOPER is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.01.02 Multiple CONDOMINIUMS. Except with respect to directors appointed by the DEVELOPER, if the ASSOCIATION operates more than one CONDOMINIUM, until such time as one director is elected or appointed from each CONDOMINIUM, no two directors shall be elected or appointed from any one CONDOMINIUM, unless (i) no person from a CONDOMINIUM is nominated at a meeting to elect directors, or (ii) no person nominated from a CONDOMINIUM is able or willing to serve. For purposes of this Paragraph, any UNIT OWNER, or any person who is deemed a co-owner of a UNIT pursuant to Paragraph 3.03.02 of these BYLAWS, shall be "from the CONDOMINIUM" in which the UNIT is located.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.02.01 Within sixty days after the members other than the DEVELOPER are entitled to elect any directors, as provided in the CONDOMINIUM ACT and the ARTICLES, or within sixty (60) days after the DEVELOPER notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DEVELOPER. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by DEVELOPER which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.02.02 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.03 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.02.04 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

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5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL MORTGAGEES, and notice of such meetings shall be posted conspicuously on the condominium property of each CONDOMINIUM operated by the ASSOCIATION at least 48 hours in advance of such meeting, except in the event of an emergency. Except for members serving as directors, or specifically invited by the directors to participate in a meeting, the members shall not be entitled to participate in any meeting of the BOARD, but shall only be entitled to act as observers. In the event a member not serving as a director or invited by the directors to participate in a meeting attempts to become more than a mere observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any director shall have the right to exclude from any meeting of the BOARD any person who is not able to provide sufficient proof that he is a member, unless said person was specifically invited by the directors to participate in such meeting. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and members present as in an open meeting.

5.09 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.10 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. If the time and place of the adjourned meeting are announced at the time of the adjournment, notice of the adjourned meeting need not be posted on the CONDOMINIUM PROPERTY, otherwise

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notice shall be so posted at least 48 hours in advance of the adjourned meeting, or if the adjourned meeting is less than 48 hours from the meeting which was adjourned, as soon as practicable. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.11 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.12 Order of Business. The order of business at a BOARD meeting shall be:

5.12.01 Calling of role;

5.12.02 Proof of due notice of meeting;

5.12.03 Reading and disposal of any unapproved minutes;

5.12.04 Reports of officers and committees;

5.12.05 Election of officers;

5.12.06 Unfinished business;

5.12.07 New business; and

5.12.08 Adjournment

5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.14 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.15 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.16 Removal of Directors. Directors may be removed as follows:

5.16.01 Any director other than a director appointed by the DEVELOPER may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings; or (b) is a UNIT OWNER and has been delinquent for more than thirty (30) days after written notice in the payment of ASSESSMENTS or other monies owed to the ASSOCIATION.

5.16.02 Any director other than a director appointed by the DEVELOPER may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.17 Vacancies.

5.17.01 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remain-

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ing director, and a director so chosen shall hold office until the next annual election and until his successors is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DEVELOPER at all times shall have the right to appoint the maximum number of directors permitted by the CONDOMINIUM ACT and by the ARTICLES, and any vacancies on the BOARD may be filled by the DEVELOPER to the extent that the number of directors then serving on the BOARD which were appointed by the DEVELOPER is less than the number of directors the DEVELOPER is then entitled to appoint.

5.17.02 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any UNIT OWNER may apply to the Circuit Court of the County in which the CONDOMINIUM is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the UNIT OWNER shall mail to the ASSOCIATION and post in a conspicuous place on the CONDOMINIUM PROPERTY a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the UNIT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.18 Directors Appointed by the DEVELOPER. Notwithstanding anything contained herein to the contrary, the DEVELOPER shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DEVELOPER pursuant to the CONDOMINIUM ACT and the ARTICLES. All directors appointed by the DEVELOPER shall serve at the pleasure of the DEVELOPER, and the DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DEVELOPER shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DEVELOPER shall become effective immediately upon delivery of such written instrument by the DEVELOPER.

5.19 Compensation. Directors shall not be entitled to any compensation unless the members elect to pay them compensation, and set the amount of such compensation, at any meeting of the members.

5.20 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.20.01 The operation, care, upkeep and maintenance of COMMON ELEMENTS and of any property owned by the ASSOCIATION.

5.20.02 The determination of the expenses required for the operation of a CONDOMINIUM and the ASSOCIATION.

5.20.03 The collection of ASSESSMENTS from UNIT OWNERS required to pay same.

5.20.04 The employment and dismissal of personnel necessary for the maintenance and operation of the COMMON ELEMENTS.

5.20.05 The adoption and amendment of rules and regulations covering the details of the operation and use of CONDOMINIUM PROPERTY.

5.20.06 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatories required therefor.

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5.20.07 Purchasing, leasing or otherwise acquiring UNITS in the name of the ASSOCIATION, or its designee.

5.20.08 Purchasing UNITS at foreclosure or other judicial sales, in the name of the ASSOCIATION or its designee.

5.20.09 Selling, leasing, mortgaging, or otherwise dealing with UNITS acquired by, and subleasing UNITS leased by, the ASSOCIATION or its designee.

5.20.10 The organization of corporations to act as designees of the ASSOCIATION in acquiring title to UNITS or leasing UNITS by the ASSOCIATION.

5.20.11 Obtaining and reviewing insurance.

5.20.12 Making of repairs, additions and improvements to, or alterations of, CONDOMINIUM PROPERTY or property owned by the ASSOCIATION, and repairs to and restoration of CONDOMINIUM PROPERTY and property owned by the ASSOCIATION, in accordance with the provisions of the respective DECLARATION, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

5.20.13 The enforcement of the obligations of the UNIT OWNERS, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of a CONDOMINIUM.

5.20.14 Levying reasonable fines against UNIT OWNERS for violations of the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, these BYLAWS, or the rules and regulations established to govern the conduct of the UNIT OWNERS.

5.20.15 Purchasing or leasing a UNIT for use by a resident superintendent.

5.20.16 Borrowing money on behalf of the ASSOCIATION when required in connection with the operation, care, upkeep, and maintenance of the COMMON ELEMENTS; provided, however, that (i) the consent of the UNIT OWNERS of at least two-thirds (2/3) of the UNITS, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$10,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any UNIT without the consent of the owner of such UNIT. If any sum borrowed by the BOARD on behalf of the ASSOCIATION pursuant to authority contained in this subparagraph 5.20.16 is not repaid by the ASSOCIATION, a UNIT OWNER, who pays to the creditor a proportion thereof equal to his percentage interest in the COMMON ELEMENTS, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the UNIT OWNER'S UNIT.

5.20.17 Contracting for the management and maintenance of CONDOMINIUM PROPERTY authorizing a management agent or company (which may be an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, preparation of budgets, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON ELEMENTS with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of a DECLARATION, the ARTICLES, these BYLAWS and the CONDOMINIUM ACT. The ASSOCIATION and its directors and officers shall, however, retain at all times the powers and duties granted by all CONDOMINIUM documents and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

5.20.18 Exercising all powers specifically set forth in each DECLARATION, the ARTICLES, these BYLAWS, the CONDOMINIUM ACT, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

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5.20.19 Suspending the right of any UNIT OWNER to use the recreational facilities of any CONDOMINIUM operated by the ASSOCIATION, so long as said UNIT OWNER is delinquent in the payment of ASSESSMENTS.

5.20.20 Imposing a reasonable fee in connection with the approval of the transfer, lease, sale, encumbrance or sublease of UNITS not exceeding any maximum fee proscribed by law from time to time.

5.20.21 Entering into and upon UNITS when necessary and with as little inconvenience to the owner as possible in connection with maintenance, care and preservation of the COMMON ELEMENTS of a CONDOMINIUM.

5.20.22 Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from UNIT OWNERS for violations of these BYLAWS and the terms and conditions of a DECLARATION or of the Rules and Regulations of the ASSOCIATION.

5.20.23 Acquiring and entering into agreements whereby the ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of a CONDOMINIUM operated by the ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the UNIT OWNERS, and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. OFFICERS.

6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.05 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

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6.06 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.07 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.08 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.01 Adoption of the Budget.

7.01.01 Within forty-five days prior to the commencement of any fiscal year of the ASSOCIATION, the BOARD shall adopt a budget for such fiscal year, necessary to defray the COMMON EXPENSES for such fiscal year. The COMMON EXPENSES shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the ASSOCIATION for the operation of the CONDOMINIUMS operated by the ASSOCIATION, and for the proper operation of the ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of COMMON ELEMENTS or property owned by the ASSOCIATION; costs of carrying out the powers and duties of the ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, any DECLARATION, the CONDOMINIUM ACT, or any other statute or law of the State of Florida. The proposed annual budget of the ASSOCIATION shall be detailed and shall show the amounts budgeted by accounts in expense classifications including, where applicable, but not limited to, the following: administration of the ASSOCIATION, management fees, maintenance, expenses for recreational and other commonly used facilities, taxes upon ASSOCIATION property, taxes upon leased areas, insurance, security provisions, other expenses, operating capital, reserves, and any fees payable to the Division of Florida Land Sales and Condominiums.

7.01.02 The BOARD shall mail, or cause to be mailed, a meeting notice and copies of the proposed annual budget of COMMON EXPENSES to all members not less than thirty days prior to the meeting at which the budget will be considered by the directors, which meeting shall be open to the UNIT OWNERS.

7.01.03 If an adopted budget requires ASSESSMENTS against UNIT OWNERS (members) in any fiscal or calendar year exceeding 115% of ASSESSMENTS for the preceding year, the BOARD, upon written application of 10% of the members to the BOARD, shall call a special meeting of the members within thirty (30) days after the presentation of such application, upon not less than ten (10) days' written notice to each member. At the special meeting so called, UNIT OWNERS shall consider and ratify the budget, or enact an alternate budget, by a vote of not less than a majority of all members. In the alternative, the

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BOARD may propose any budget to the UNIT OWNERS at a meeting of the members or in writing, and if the budget or proposed budget is approved by the UNIT OWNERS at the meeting or by a majority of all UNIT OWNERS in writing, the budget shall be adopted. In determining whether ASSESSMENTS exceed 115% of similar ASSESSMENTS in prior years, any authorized provisions for reasonable reserves for repair or replacement of the CONDOMINIUM PROPERTY, expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis, or ASSESSMENTS for betterments to any CONDOMINIUM PROPERTY shall be excluded from the computation. However, as long as the DEVELOPER is in control of the BOARD, the BOARD shall not impose an ASSESSMENT for any year greater than 115% of the prior fiscal or calendar year's ASSESSMENT without approval of a majority of all of the UNIT OWNERS.

7.01.04 In the event the ASSOCIATION operates more than one CONDOMINIUM, the ASSOCIATION shall establish a separate budget for each CONDOMINIUM operated by it. Where practicable, the BOARD shall determine COMMON EXPENSE items particularly relating to each CONDOMINIUM, which shall only be included in the budget of such CONDOMINIUM. COMMON EXPENSE items relating to more than one CONDOMINIUM or to all CONDOMINIUMS, specifically including expenses relating to any recreational facilities which may be used by UNIT OWNERS in more than one CONDOMINIUM, shall be shared among the CONDOMINIUMS in which the expense items relate to in the proportion that the number of UNITS in each such CONDOMINIUM bears to the total number of UNITS in all of the CONDOMINIUMS for which the expense items relate to, unless the BOARD determines such allocation is unjust and inappropriate and agrees upon a different method of allocating the COMMON EXPENSE items. In the event the ASSOCIATION operates more than one CONDOMINIUM, the method of allocating the expenses relating to more than one CONDOMINIUM shall be set forth upon the various budgets, and the above provisions relating to the adoption of the budgets by the BOARD, the mailing of copies to the members, and the necessity of membership approval shall apply to each such budget.

7.01.05 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the ASSOCIATION for the fiscal year which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption, and any necessary member approval, of an amended budget.

7.02 ASSESSMENTS and ASSESSMENT Roll.

7.02.01 As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of ASSESSMENTS to be made against the members, pursuant to each DECLARATION. However, ASSESSMENTS shall be made against the members not less frequently than quarterly, and in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The periodic ASSESSMENTS to be made against the members, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the ASSOCIATION, including previously incurred and unpaid expenses. As soon as practicable after the determination of the ASSESSMENTS to be made against the UNIT OWNERS, the ASSOCIATION shall notify the members, in writing, of the amount of such members' ASSESSMENT, the time or times when same are due, and the method of the payment of same.

7.02.02 From time to time the BOARD shall have the right to, by majority vote, adopt special ASSESSMENTS or ASSESSMENTS for emergencies with respect to any or all of the CONDOMINIUMS operated by the ASSOCIATION. Any such special ASSESSMENTS or ASSESSMENTS for emergencies shall not be deemed an amendment to the budget of the ASSOCIATION, and shall not require the approval of the members, so long as the ASSESSMENTS are made for items which are not anticipated to be incurred on a regular or annual basis, or are for betterments to any CONDOMINIUM PROPERTY within a CONDOMINIUM operated by the ASSOCIATION or to any property owned by the ASSOCIATION. Upon the adoption of any such special ASSESSMENT, or ASSESSMENT for an emergency, the BOARD shall determine the amount of same required to be paid by any UNIT OWNER, which shall be in the same proportion as a UNIT OWNER'S share of the COMMON EXPENSES of the CONDOMINIUM for which the ASSESSMENT applies, and shall notify the appro-

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priate UNIT OWNERS of the amount of their ASSESSMENTS, and when and where same shall be paid.

7.02.03 The ASSOCIATION shall maintain an ASSESSMENT roll for each UNIT of each CONDOMINIUM operated by the ASSOCIATION, designating the name and current mailing address of the UNIT OWNER, the amount of each ASSESSMENT against such UNIT OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the UNIT OWNER, and the balance due.

7.03 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD.

7.04 Application of Payments and Comingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be comingled in a single fund or divided into more than one fund, as determined by the BOARD. However, in the event the ASSOCIATION operates more than one CONDOMINIUM, a separate fund shall be established for each such CONDOMINIUM, and the portion of all sums collected by the ASSOCIATION for expenses relating only to that CONDOMINIUM shall be kept in such fund.

7.05 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records for each CONDOMINIUM it operates, according to good accounting practices. The records shall be open to inspection by UNIT OWNERS and INSTITUTIONAL MORTGAGEES or their authorized representatives, at reasonable times, and written summaries of the reports shall be supplied at least annually to UNIT OWNERS or their authorized representatives. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct an audit of the accounts of the ASSOCIATION by a public accountant, and if such an audit is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.06 Reports. Within sixty days following the end of the fiscal year of the ASSOCIATION, the BOARD shall mail or furnish by personal delivery to each UNIT OWNER a complete financial report of actual receipts and expenditures for the previous twelve months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following: (i) security, (ii) professional and management fees and expenses, (iii) taxes, (iv) costs for recreational facilities, (v) expenses for refuse collection and utilities services, (vi) expenses for lawn care and maintenance, (vii) cost for building maintenance and repair, (viii) insurance costs, (ix) administrative and salary expenses, and (x) general reserves, maintenance reserves, and depreciation reserves. Any INSTITUTIONAL MORTGAGEE has the right to receive such reports upon request to the ASSOCIATION.

8. PARLIAMENTARY RULES

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION. No BYLAW shall be revised or amended by reference to its title or number only. Proposals to amend existing

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BYLAWS shall contain the full text of the BYLAWS to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw ____ for present text." Non-material errors or omissions in the BYLAW process shall not invalidate an otherwise properly promulgated amendment.

9.03 Adoption of Amendments

9.03.01 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION, provided, however, that any amendment relating only to a particular CONDOMINIUM operated by the ASSOCIATION need only be approved by a majority of the votes of the members residing in such CONDOMINIUM. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.02 Notwithstanding anything contained herein to the contrary, until a majority of the BOARD is elected by UNIT OWNERS other than the DEVELOPER, these BYLAWS may be amended by majority vote of the BOARD without the vote or approval of the members of the ASSOCIATION.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT, a DECLARATION, or the ARTICLES. Prior to the closing of the sale of all UNITS that will be ultimately operated by the ASSOCIATION, including UNITS in all phases in a CONDOMINIUM as contemplated by its DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment, including, but not limited to, any right of the DEVELOPER to appoint directors.

9.05 No amendment to these BYLAWS shall be made which discriminates against any UNIT OWNER(S), or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. In the event the ASSOCIATION operates more than one CONDOMINIUM, no amendment to these BYLAWS shall be made which discriminates against the UNIT OWNERS in any CONDOMINIUM(S), or affects the UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, without the written approval of a majority of the UNIT OWNERS within the CONDOMINIUM(S) so discriminated against or affected. No amendment to these BYLAWS shall be made which would discriminate against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibit "A" of the ARTICLES, without the written approval of the owner of the property on which the CONDOMINIUM(S) so discriminated against or affected may be constructed.

9.06 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the CONDOMINIUM is located.

10. RULES AND REGULATIONS. From time to time the BOARD may enact rules and regulations governing the details of the operation and use of the COMMON ELEMENTS, not in conflict with the CONDOMINIUM ACT, any DECLARATION, the ARTICLES or these BYLAWS. Any such rule or regulation may be enforced by the ASSOCIATION against any member of the ASSOCIATION. Any such rule or regulation may be repealed, but not modified or amended, by a vote of the members, and any such rule or regulation repealed by the members may not be re-enacted by the BOARD without the approval of a majority of the members. However, the members shall not have the right to enact any rule or regulation.

11. MISCELLANEOUS.

11.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.03 Conflicts. In the event of any conflict, the CONDOMINIUM ACT, any other statute, any DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of any DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the BYLAWS of the ASSOCIATION at the First Meeting of the BOARD on the 18 day of FEBRUARY, 1983.

By: Michael V. Hoff

President

By: Robert M. Sweeney

Secretary

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CLUB MEMBERSHIP AGREEMENT

THIS AGREEMENT, made this 17 day of FEBRUARY, 1983, by and between D.C. PROPERTIES, INC., a Florida corporation ("PROPERTIES"), DEVELOPMENT INNOVATIONS, INC., a Florida corporation ("DEVELOPER"), and THE RACQUET CLUB OF DEER CREEK II CONDOMINIUM, INC., a Florida corporation not-for-profit ("ASSOCIATION").

P R E A M B L E :

PROPERTIES operates a tennis club commonly known as Deer Creek Racquet Club (the "CLUB") upon certain property (the "CLUB PROPERTY"), which is within the residential real estate development commonly known as "Deer Creek," and is legally described as:

Parcel "A" of THE RACQUET CLUB OF DEER CREEK, according to the Plat thereof as recorded in Plat Book 103, Page 41, of the Public Records of Broward County, Florida.

DEVELOPER owns and/or has agreed to purchase certain property (the "CONDOMINIUM PROPERTY") which is adjacent to the CLUB PROPERTY and is legally described on Exhibit "A" attached hereto.

DEVELOPER intends to develop a condominium within the CONDOMINIUM PROPERTY, to be known as the The Racquet Club of Deer Creek II, a Condominium (the "CONDOMINIUM"). For purposes of this Agreement, the term "UNIT" will refer to any condominium unit within the CONDOMINIUM.

Association has been formed to administer the CONDOMINIUM contemplated to be constructed within the CONDOMINIUM PROPERTY pursuant to the Florida Condominium Act, Florida Statutes, Chapter 718.

The parties desire to effectuate an Agreement whereby the various Unit Owners will be required to be members in the CLUB upon a mandatory membership basis, upon the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. MEMBERSHIP. The parties agree that all Unit Owners of UNITS within the CONDOMINIUM will be members of the CLUB on a mandatory membership basis so long as they own record title to a UNIT. Each Unit Owner will automatically become a member of the CLUB as of the date such Unit Owner acquires record title to his UNIT and such membership will continue so long as he holds the record title to his UNIT, subject to the terms and conditions of this Agreement.

2. TYPE OF MEMBERSHIP. The type of membership which each Unit Owner will be entitled and required to maintain pursuant to this Agreement is that type of membership offered by PROPERTIES from time to time for a membership fee (or dues), the amount of which is determined on an annual basis (though same may be payable in more frequent periodic payments). Such membership fee will be identical in all respects to other memberships in the CLUB which are offered by PROPERTIES from time to time on an annual basis, and will be at all times subject to all of the rules and regulations of the CLUB existing from time to time, except as otherwise specifically provided in this Agreement. If PROPERTIES offers different types of annual memberships, then each Unit Owner will be required to maintain that type of annual membership commonly known as a family membership, which would entitle the Unit Owner, his spouse and their minor children to the use of all of the CLUB's facilities.

3. PAYMENT OF MEMBERSHIP FEES.

3.01 The membership fees for the membership of each Unit Owner shall be paid annually, in advance, and shall be due and payable on January 1 of each calendar year after the date of this Agreement. However, upon written notice to the Unit Owners by PROPERTIES, PROPERTIES may, in its sole discretion, require the membership fees to be paid in semi-annual, quarterly or

EXHIBIT "G" TO THE DECLARATION OF THE RACQUET CLUB OF DEER CREEK II, A CONDOMINIUM

monthly payments, and, in that event, such payments shall be paid in advance on the first day of each respective period.

3.02 All membership fees shall be collected by ASSOCIATION and remitted to PROPERTIES for each UNIT by the date same are due. In collecting the membership fees from the Unit Owners, ASSOCIATION agrees to separately assess for same so that the parties will know which Unit Owners, if any, have not paid their membership fees; and if any Unit Owner has not paid his membership fee, ASSOCIATION shall so inform PROPERTIES. ASSOCIATION agrees to use its best efforts to collect all membership fees, and if any Unit Owner has not paid his membership fee by the date same is due, ASSOCIATION agrees to pursue the collection of same at ASSOCIATION's expense, which shall include the filing of a claim of lien against the Unit Owner's UNIT, and the commencement and diligent prosecution of legal proceedings for the collection of membership fees and the foreclosure of any applicable claim of lien. Notwithstanding the foregoing, at PROPERTIES' election, and upon written notice to ASSOCIATION, PROPERTIES may collect the membership fees directly from the Unit Owners without prejudice to its right to later require ASSOCIATION to again collect said fees.

3.03 Membership fees which are paid within thirty (30) days of any applicable due date shall not bear interest, but all sums not paid within such time shall bear interest at the rate of fifteen (15%) percent per year from the date when due until paid. If the ASSOCIATION does not receive a payment on or before the thirtieth (30th) day after same is due, then the ASSOCIATION shall not accept said payment unless it receives together with said payment all interest required pursuant to this Paragraph, which interest shall be for the period of time through the date the payment is received by the ASSOCIATION. For the purposes of this Paragraph, membership fees and other payments shall be considered received on the date that they are actually received by the ASSOCIATION, and all interest computations shall be calculated as of said date.

3.04 Notwithstanding the foregoing, at such time as any UNIT is first transferred from DEVELOPER (or a successor of DEVELOPER other than a Unit Owner) to a Unit Owner, DEVELOPER shall collect from the Unit Owner and shall pay directly to PROPERTIES a pro rata portion of the then-existing membership fee of the CLUB based upon the remaining number of days from the date title to the UNIT is conveyed to the Unit Owner through the end of the then-existing calendar year, or if membership fees are collected on a periodic basis, through the day before the date the next payment is due.

4. LIEN.

4.01 PROPERTIES shall have a lien on each UNIT for all monies owed to PROPERTIES for the membership fees for the UNIT, and for other monies owed to PROPERTIES by the Unit Owner of such Unit in connection with this Agreement or in connection with the Unit Owner's membership in the CLUB. The lien of PROPERTIES shall be effective only from and after the recording of a claim of lien in the Public Records of Broward County, Florida, and any such recorded claim of lien shall also secure future membership fees, interest or other expenses (including attorneys' fees) and costs owed to PROPERTIES by the Unit Owner of the UNIT indicated in the claim of lien. In the event a claim of lien is filed, upon payment in full of all monies owed to PROPERTIES by the Unit Owner, PROPERTIES shall execute and deliver an appropriate satisfaction of the lien to the Unit Owner in recordable form.

4.02 PROPERTIES' lien for monies owed to it shall not be affected by the sale or transfer of any UNIT, and any new Unit Owner shall be liable for all membership fees, interest and other monies owed to PROPERTIES by the prior Unit Owner(s) of the UNIT purchased by or transferred to such new Unit Owner. However, any Unit Owner, upon written demand, shall be entitled to receive from PROPERTIES a statement as to any unpaid membership fees, interest or other monies owed to PROPERTIES by such Unit Owner in connection with this Agreement or in connection with the Unit Owner's membership in the CLUB, and any purchaser, mortgagee or transferee of the Unit Owner's UNIT shall have the right to rely on such statement.

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4.03 The lien of PROPERTIES as to any UNIT shall be subordinate and inferior to the lien of any mortgage originally in favor of an institutional lender (as defined in the Declaration of the Condominium of the CONDOMINIUM) recorded prior to the recording of a claim of lien by PROPERTIES. The sale of transfer of any UNIT which is subject to such a mortgage by the foreclosure of such mortgage or by deed in lieu thereof shall extinguish the lien of PROPERTIES (but not the underlying obligation to PROPERTIES of the Unit Owner) as to any monies which became due prior to such sale or transfer, unless a claim of lien for same was recorded prior to the recording of the mortgage, and neither the holder of such mortgage, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said monies, but they shall be liable for any monies due after such sale or transfer. Furthermore, in the event any holder of such mortgage shall obtain title to any UNIT by foreclosure, or by deed in lieu thereof, then, and in that event, the membership fees to be paid to PROPERTIES for the UNIT by virtue of this Agreement shall be temporarily waived. This waiver shall terminate upon the date the UNIT which has been acquired by the holder of such mortgage is transferred by the holder, or at such time as the UNIT is leased to or occupied by any person or entity, including the holder. At such time as the waiver is terminated, the Unit Owner of such UNIT shall pay a pro rata portion of the then-existing membership fee for the remainder of the then-existing calendar year (or periodic payment period), and shall be subject to all of the terms and conditions of this Agreement.

5. MULTIPLE MEMBERSHIPS. It is the intent of the parties to this Agreement that one (1) membership shall be maintained at all times for each UNIT. Accordingly, if any person or entity owns more than one (1) UNIT, such person or entity shall be required to maintain one (1) membership for each UNIT owned.

6. MULTIPLE OWNERS OF UNITS. If any UNIT is owned by more than one (1) person, the membership for such UNIT shall be issued in the name of only one (1) of the Unit Owners (and the members of the Unit Owner's immediate family who would be entitled to membership by virtue of the type of membership to be purchased hereunder), as determined by written notice submitted to PROPERTIES and signed by all of the Unit Owners. If any UNIT is owned by a partnership, corporation or other entity, the membership for such UNIT shall be issued in the name of only one (1) of the partners, shareholders, directors, officers or other principals of such entity, to be determined by written document supplied to PROPERTIES by the entity. The membership for any UNIT owned by more than one (1) person or by an entity may be transferred to another Unit Owner or principal, upon written notice to PROPERTIES signed by all of the Unit Owners or an authorized signator of an owning entity. In connection with any such transfer, PROPERTIES shall have the right to charge a reasonable transfer fee to defray its costs associated with such transfer. Said transfer fee shall initially be Fifty (\$50.00) Dollars, and may be changed by PROPERTIES from time to time, but shall never exceed the statutory maximum amount permissible for the approval of transfers or sales of condominium units pursuant to the Florida Condominium Statute, if such statutory maximum exists from time to time. Notwithstanding the foregoing, all of the Unit Owners of any UNIT shall be jointly and severally liable for the membership fee associated with their UNIT. In addition, nothing contained herein shall preclude any Unit Owner from purchasing an additional membership in his own name which is separate and distinct from the membership required to be purchased pursuant to this Agreement, and which is issued to another Unit Owner of the same UNIT.

7. GUEST PRIVILEGES. The parties agree that, in consideration for the requirement that the Unit Owners maintain memberships in the CLUB, any Unit Owner who does not occupy a UNIT owned by him will have the right to permit a person, while occupying his UNIT in his absence, to use the Unit Owner's membership privileges as a "guest" of the Unit Owner. Such guest privileges may be conditioned upon reasonable evidence of the foregoing, which may include, but not be limited to, the production of the Unit Owner's membership identification card along with a letter from ASSOCIATION that the person who is to utilize the Unit Owner's membership privileges is occupying the Unit Owner's UNIT in the Unit Owner's absence. The foregoing shall be permitted notwithstanding any rules or regulations of the CLUB restricting the number of days a guest may use the CLUB's facilities, but shall be subject to any then applicable guest fees charged by PROPERTIES for use of the CLUB's facilities. Any such guest shall have all rights and privileges of the membership of the Unit

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Owner, except that such guest shall not have the right to charge purchases at the CLUB.

8. TRANSFERS OF MEMBERSHIPS. The parties agree that, in consideration for the requirement that Unit Owners maintain memberships in the CLUB, the membership of any Unit Owner will be deemed appurtenant to his UNIT and if any Unit Owner transfers his UNIT, his membership will automatically be transferred to the purchaser of his UNIT; provided, however, that PROPERTIES will not be obligated to recognize any such transfer of membership until it has been informed of same and until a copy of the recorded deed conveying title to the UNIT to the new Unit Owner has been delivered to PROPERTIES. PROPERTIES shall have the right to charge a reasonable transfer fee to defray its costs associated with such transfer. Said transfer fees shall initially be Fifty (\$50.00) Dollars, and may be changed by PROPERTIES from time to time, but shall not exceed the statutory maximum amount permissible for the approval of transfers or sales of condominium unit pursuant to the Florida Condominium Statute, if such statutory maximum exists from time to time.

9. TERMINATION OF AGREEMENT.

9.01 This Agreement shall be terminated in its entirety upon the earlier of the following events:

9.01.01 Ninety-nine (99) years after the date hereof.

9.01.02 At such time as the CLUB PROPERTY is no longer used for the purposes of a tennis facility. In this regard, PROPERTIES shall have no obligation to continue the use of the CLUB PROPERTY for the playing of tennis. Also, in this regard, if the CLUB PROPERTY is temporarily closed for repairs or maintenance, same shall not cause a termination of this Agreement so long as PROPERTIES, in good faith, intends to expeditiously make repairs and re-open the CLUB PROPERTY for the playing of tennis as soon as practicable, and, in fact, re-opens the CLUB PROPERTY within six (6) months.

9.01.03 At such time as the CLUB is not being operated on a membership basis. The CLUB shall be deemed to have ceased to be operated on a membership basis if PROPERTIES permits persons to the CLUB facilities free of charge or for a fee based only upon actual use, and, if at such time, PROPERTIES does not offer memberships in the CLUB on an annual basis. The CLUB PROPERTY shall be deemed to be operated on a membership basis so long as PROPERTIES, in good faith, offers annual memberships, even though PROPERTIES may also offer memberships for terms which are longer or shorter than one (1) year, and even though, in order to maximize the utilization of the CLUB PROPERTY, PROPERTIES from time to time permits persons to use the CLUB facilities upon the basis of something other than membership, as long as said other permitted uses are incidental to the operation of the CLUB as a membership club, and are not the primary operating concept. Said other permitted uses include, but are not limited to, guest privileges, complimentary privileges, lessons, tournaments, tennis clinics and other promotional activities.

9.01.04 At such time as PROPERTIES provides written notice to ASSOCIATION that it is unilaterally terminating this Club Membership Agreement. This right to terminate shall be at the sole discretion of PROPERTIES (without limitation), and shall be effective upon the written notice provided above being given to ASSOCIATION. In the event that PROPERTIES exercises this absolute right to terminate this Club Membership Agreement, it shall provide tennis facilities for the use of the Unit Owners by the transfer of fee title to lands containing at least six (6) tennis courts as provided in Paragraph 9.03 hereinbelow.

9.01.05 At such time as the CLUB is converted to a private equity-type club, whereby the owners of the CLUB PROPERTY will be the actual members of the CLUB; provided, however, that if the CLUB is so converted, the Unit Owners shall be given the right (but shall not have the obligation) to become members of the new private club on the same terms and conditions as memberships are offered to any other person for a period of not less than sixty (60) days after written notice to the Unit Owners.

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9.02 Upon the termination of this Agreement for any reason other than that set forth in Paragraph 9.01.01 above, PROPERTIES shall notify all Unit Owners of such termination, and PROPERTIES shall execute a written memorandum of such termination and record same in the Public Records of Broward County, Florida, which shall conclusively establish the termination of this Agreement without the necessity of a joinder of any other party hereto. Upon any termination, PROPERTIES shall return to each Unit Owner a pro rata portion of the membership fee paid by such Unit Owner from the date of termination through the end of the then-existing calendar year, or payment period for which the Unit Owner has paid.

9.03 In the event that this Agreement is terminated pursuant to Paragraphs 9.01.02, 9.01.03 or 9.01.04 hereinabove, PROPERTIES shall convey the fee simple title to the lands described upon Exhibit B, attached hereto and made a part hereof, to The Racquet Club of Deer Creek Condominium Association, Inc., pursuant to a Club Membership Agreement dated August 14, 1980, and recorded in Official Records Book 9536, Page 400, of the Public Records of Broward County, Florida, as said Agreement may be amended from time to time. Said lands, at the time of said transfer, shall contain no less than six (6) tennis courts, and the conveyance of said lands shall be subject to the right of all Unit Owners to utilize said lands and the tennis facilities or other recreational facilities contained on said lands from time to time.

The transfer of said lands shall occur within thirty (30) days after a termination of this Agreement pursuant to Paragraphs 9.01.02, 9.01.03, or 9.01.04, and until said transfer is completed, the Unit Owners shall have full use of the tennis facilities located upon said lands. Title to the lands at the time of transfer to The Racquet Club of Deer Creek Condominium Association, Inc. shall be free and clear of all liens, mortgages and other encumbrances, and the transfer of title shall be subject to taxes for the year in which the transfer occurs, and all subsequent years, easements, limitations, conditions, reservations and restrictions of record at the time of said transfer (however, same shall not prohibit the use of said lands as tennis courts and related recreational facilities).

In the event that this Agreement is terminated pursuant to Paragraphs 9.01.01 or 9.01.05, there is no obligation that PROPERTIES convey to ASSOCIATION the lands described upon Exhibit "B" attached hereto and made a part hereof.

10. OBLIGATIONS OF PROPERTIES. PROPERTIES shall be the sole judge of and shall have sole discretion as to the nature, size, content, style, amounts, plans and specifications, and maintenance of all improvements, equipment and personalty located on or within the CLUB PROPERTY from time to time. PROPERTIES reserves the right, at its own cost and expense, to construct and place additional improvements, equipment and personalty within the CLUB PROPERTY, and to remove any improvements, equipment and personalty within the CLUB PROPERTY, from time to time.

11. UNIT OWNERS AS PARTIES TO THIS AGREEMENT. Any person or entity who becomes a Unit Owner of a UNIT within the CONDOMINIUM PROPERTY shall, upon the recording of a deed or other instrument conveying a fee title interest to such person or entity in a UNIT, automatically become a party to this Agreement as if such person or entity had originally executed same, and all such persons or entities shall be bound by all of the terms and conditions hereof; provided, however, that upon the transfer of title to a UNIT, the former Unit Owner of such UNIT shall not have any further rights hereunder. At such time as DEVELOPER first transfers the title of any UNIT to a Unit Owner, DEVELOPER agrees it will require the first Unit Owner of such UNIT to execute a written document in form approved by PROPERTIES, wherein the new Unit Owner joins in this Agreement and agrees to be bound by all of the terms and conditions hereof. Furthermore, DEVELOPER agrees to deliver to PROPERTIES, as soon as practicable after the closing of each UNIT, a copy of the recorded deed to such Unit Owner, and of the joinder executed by such Unit Owner. However, neither the delivery of such deed, nor the execution by the Unit Owner of the joinder as hereinabove required, shall be necessary to make the Unit Owner a party to this Agreement, or to make this Agreement effective as to the Unit Owner or the Unit Owner's UNIT.

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12. DEVELOPER'S RIGHTS AND PRIVILEGES. For purposes of this Agreement, DEVELOPER, and the successors of DEVELOPER, as hereinafter defined, shall not be considered Unit Owners with respect to any UNIT they may own until two (2) years after a Certificate of Occupancy for the UNIT has been issued by the controlling governmental authority, or until such UNIT is, in fact, occupied by any person. Thereafter, DEVELOPER, or any successor of DEVELOPER, shall be deemed a Unit Owner of the UNIT for all purposes. For purposes of this Agreement, any person acquiring title to any portion of the CONDOMINIUM PROPERTY which does not contain a substantially-completed UNIT at the time of acquisition shall be deemed a successor of DEVELOPER and not a Unit Owner. During the period of time when DEVELOPER, or any successor of DEVELOPER, owns any UNIT but is not deemed to be a Unit Owner, as hereinabove described, DEVELOPER, or such successor, shall have no rights to membership in the CLUB as described in this Agreement.

13. NO WAIVER. The parties agree that the failure of PROPERTIES to enforce this Agreement as to any UNIT or Unit Owner shall not be deemed a waiver of its rights hereunder, and shall not affect the rights of PROPERTIES with respect to any other UNIT or Unit Owner, or the right of PROPERTIES to subsequently enforce this Agreement with respect to the UNIT or Unit Owner.

14. COVENANT RUNNING WITH THE LAND. This Agreement shall be binding upon the parties hereto, and the Unit Owners of UNITS, and their successors and assigns, and all persons claiming by, through or under them, and this Agreement shall be deemed to be a covenant running with the land both as to the CONDOMINIUM PROPERTY, the UNIT within the CONDOMINIUM, and as to the CLUB PROPERTY.

15. ATTORNEYS' FEES. Properties shall be entitled to all costs and attorneys' fees incurred by it in connection with the collection of any monies due to it from any Unit Owner in connection with this Agreement, or in connection with the Unit Owner's membership in the CLUB, or in connection with the enforcement of this Agreement by PROPERTIES, whether such costs and attorneys' fees are incurred in legal proceedings or otherwise.

16. AMENDMENTS. No amendment or modification to this Agreement shall be effective unless same is in writing and until such amendment or modification is recorded amongst the Public Records of Broward County, Florida. Any such amendment or modification to this Agreement shall be executed by the parties hereto; provided, however, that the joinder of DEVELOPER in any amendment or modification shall not be required after the DEVELOPER no longer has the right to control ASSOCIATION (by appointment of a majority of the Board of Directors) or twenty (20) months after the date of this Agreement, whichever occurs sooner. The joinder of any Unit Owner who is a member of ASSOCIATION shall also not be required to effectuate any amendment or modification to this Agreement.

17. PARTIAL INVALIDITY. The invalidity, in whole or in part, of any covenant or restriction, or of any section, subsection, sentence, clause, phrase or word, or other provision of this Agreement, as same may be amended from time to time, shall not affect the validity of the remaining portions hereof.

18. GENDER. Where the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

19. NOTICES. All notices provided by Certified Mail, Return Receipt Requested, shall be effective upon mailing, and notice by any other means shall only be effective upon delivery to the party being notified.

20. RULES AND REGULATIONS. The use of the facilities of the CLUB by the Unit Owners, the numbers of their families, and their guests and invitees shall be in conformance with the CLUB's Rules and Regulations, as they may exist from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above indicated.

OFF
REC 10692 PG 565

WITNESSES:

D.C. PROPERTIES, INC.,
a Florida corporation

Sherry Laroas
Notary Public

By: [Signature], its

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by James Murphy,
as PRESIDENT of D.C. PROPERTIES, INC., a
Florida corporation, on behalf of the corporation this 16th day of FEB,
1983.

Lillian LaFrance
NOTARY PUBLIC, State of Florida at Large

My commission expires: Notary Public, State of Florida at Large
My Commission Expires May 31, 1985
BONDED THROUGH HUGHES & HARVEY INSURANCE & INVESTMENT CO., INC.

(Notary Seal)

WITNESSES:

DEVELOPMENT INNOVATIONS, INC.,
a Florida corporation

Lisa R. Robertson
Cathy Coleman

By: [Signature], President

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by MICHAEL K. ROFF,
as PRES of DEVELOPMENT INNOVATIONS,
INC., a Florida corporation, on behalf of the corporation this 17th day of
Feb, 1983.

Lillian LaFrance
NOTARY PUBLIC, State of Florida at Large

My commission expires:

(Notary Seal)

WITNESSES:

THE RACQUET CLUB OF DEER CREEK II
CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not-for-profit

Lisa R. Robertson
Cathy Coleman

By: [Signature], its

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by MICHAEL K. ROFF,
as PRES of THE RACQUET CLUB OF DEER
CREEK II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit,
on behalf of the corporation this 17 day of FEB, 1983.

Lillian LaFrance
NOTARY PUBLIC, State of Florida at Large

My commission expires:

EAS/1d(CONDO 4)
05/20/82(2)

Notary Public, State of Florida at Large
My Commission Expires May 31, 1985
BONDED THROUGH HUGHES & HARVEY INSURANCE & INVESTMENT CO., INC.

EXHIBIT "A"

TO

CLUB MEMBERSHIP AGREEMENT

LEGAL DESCRIPTION

A portion of Parcel "B" of "THE RACQUET CLUB OF DEER CREEK", according to the plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida; being more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel "B", thence Easterly along the North line of said Parcel "B" along the arc of a circular curve to the right (concave to the South) having a radius of 585.00 feet, whose radius point bears S 13° 07' 20" E from the Northwest corner, with a central angle of 22°40'27", an arc distance of 231.51 feet to a point of tangency, thence S 80°26'53" E along said North line a distance of 58.01 feet to the Northwest corner of Parcel "A" of said "THE RACQUET CLUB OF DEER CREEK", thence "South" along the West line of said Parcel "A" a distance of 455.38 feet to the Southwest corner of said Parcel "A", thence "East" along the South line of said Parcel "A", a distance of 194.00 feet, thence "South" a distance of 91.86 feet, thence "West" a distance of 71.69 feet, thence S 00°05'52" E a distance of 159.34 feet to the North Right-of-Way line of Hillsboro Boulevard, (S.R. #810), thence S 89°54'08" W along said North Right-of-Way line a distance of 224.60 feet to a point of curve, thence Westerly along said North Right-of-Way line along the Arc of a circular curve to the left (concave to the South) having a radius of 5789.58, a central angle of 00°40'19", an arc distance of 67.89 feet to a point of tangency, thence S 89°13'50" W along said North Right-of-Way line a distance of 102.07 feet to the Southwest corner of said Parcel "B", thence N 01°13'07" W along the West line of said Parcel "B" a distance of 711.47 feet to the POINT OF BEGINNING.

Containing 9.5331 acres more or less.

Subject to Easements of Record.

Said lands situate in Deerfield Beach, Broward County, Florida.

OFF 10692pg 567

EXHIBIT "B"
TO
CLUB MEMBERSHIP AGREEMENT

DESCRIPTION:

A portion of Parcel "A" of the Racquet Club of Deer Creek, according to the Plat thereof, as recorded in Plat Book 103, Page 41 of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Parcel "A"; thence North along the West boundary of said Parcel "A", a distance of 118.00 feet thence East, parallel with the South line of said Parcel "A", a distance of 360.00 feet; thence South, a distance of 118.00 feet; thence West, along the South line of said Parcel "A", a distance of 360.00 feet to the Point of Beginning.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

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