

DECLARATION OF CONDOMINIUM
OF
HIDDEN COVE, A CONDOMINIUM

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OF
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DECLARATION OF CONDOMINIUM
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CLASSIC TOWNHOMES, INC., herein called "Developer," on behalf of itself and its successors, grantees, and assigns, hereby makes this Declaration of Condominium:

1. **SUBMISSION TO CONDOMINIUM** — The fee simple title to the lands located in Broward County, Florida, and described in attached Exhibit "A" are submitted to the condominium form of ownership.
2. **NAME — PLAN OF DEVELOPMENT** — Developer has or will construct a total of 46 single family residential units and associated improvements designated Hidden Cove, a condominium
3. **NAME — ASSOCIATION** — The name of the Condominium Association is Hidden Cove of Davie Condominium Association, Inc. This Association is incorporated as a not-for-profit Florida corporation.
4. **DEFINITIONS** — The terms used herein have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows unless the context otherwise requires:
 - 4.1 **ASSESSMENT** — The share of the funds required for the payment of common expenses that is assessed against a unit from time to time.
 - 4.2 **ASSOCIATION** — The corporation responsible for the operation of the Condominium.
 - 4.3 **ASSOCIATION PROPERTY** — All real or personal property owned or leased by the Association.
 - 4.4 **BOARD OF DIRECTORS or DIRECTORS or BOARD** — The board of directors responsible for the administration of the Association.
 - 4.5 **CHARGE or SPECIAL CHARGE** — The obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment under F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the unit owner under this declaration.
 - 4.6 **COMMON ELEMENTS** — The portions of the property submitted to condominium ownership by the declaration and not included in the units, including:
 - 4.6.1 Land

- 4.6.2 All parts of improvements that are not included within the units
- 4.6.3 Easements
- 4.6.4 Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water, sewer, swimming pool, lake, clubhouse, etc.
- 4.7 COMMON EXPENSES — All expenses and costs properly incurred by the Association for the Condominium and any other expenses as may be declared to be common expenses by this Declaration.
- 4.8 COMMON SURPLUS — The amount of all receipts or revenues, including assessments, rents, or profits collected by a Condominium Association, that exceeds common expenses.
- 4.9 CONDOMINIUM DOCUMENTS — This Declaration and the attached exhibits setting forth the nature of the property rights in this Condominium and the covenants running with the land that govern these rights. All the other Condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.
- 4.10 CONDOMINIUM PARCEL — A unit together with the undivided share in the common elements that is appurtenant to the unit.
- 4.11 CONDOMINIUM PROPERTY — The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.
- 4.12 DEVELOPER — CLASSIC TOWNHOMES, INC., the company that has established this Condominium and the successors and assigns of the company's development rights.
- 4.13 EXHIBITS:
 - A. Legal description of the Condominium property
 - B. Condominium Plot Plan
 - C. Percentages of ownership of the common elements
 - D. Association Articles of Incorporation
 - E. Association Bylaws
 - F. Rules and Regulations
- 4.14 FAMILY — One natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so

related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

- 4.15 GUEST — Any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.
- 4.16 INSTITUTIONAL FIRST MORTGAGEE — The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a condominium parcel, which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.
- 4.17 LEASE — The grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.
- 4.18 LIMITED COMMON ELEMENTS — Those portions of the common elements that are reserved for the use of a certain unit or units to the exclusion of the other units.
- 4.19 OCCUPY — The act of being physically present in a unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a unit.
- 4.20 OPERATION — The administration and management of the Condominium property.
- 4.21 PERSON — An individual, corporation, trust, or other legal entity capable of holding title to real property.
- 4.22 SINGULAR, PLURAL, GENDER — Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.
- 4.23 UNIT — A part of the Condominium property that is subject to exclusive ownership as described in this Declaration.

- 4.24 UNIT NUMBER — The letter, number, or combination thereof that is designated on the Condominium Plot Plan and used as the identification of a unit.
- 4.25 UNIT OWNER — The owner of record legal title to a condominium parcel.
- 4.26 VOTING INTEREST — The voting rights distributed to the Association members under F.S. 718.104(4)(j).
- 5. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES — Each unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of the Condominium documents and applicable laws.
 - 5.1 BOUNDARIES — Each unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, movement of the buildings, or permissible repairs, reconstruction, or alterations.
 - 5.1.1 HORIZONTAL BOUNDARIES — The upper and lower boundaries of the units will be:
 - 5.1.1.1 UPPER BOUNDARY — The planes of the underside of the finished and undecorated interior ceilings of the unit (exclusive of the roof and trusses which are limited common elements), extended to meet the perimeter boundaries.
 - 5.1.1.2 LOWER BOUNDARY — The planes of the upperside of the finished and undecorated surface of the floors of the unit, extended to meet the perimeter boundaries.
 - 5.1.2 PERIMETER BOUNDARIES — The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the unit's windows, doors, and other openings that abut the exterior of the building or common elements, including limited common elements.
 - 5.2 EXCLUSIVE USE — Each unit owner will have the exclusive use of such owner's unit.
 - 5.3 OWNERSHIP — The ownership of each unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a unit owner in the Condominium property which will include, but not be limited to:
 - 5.3.1 COMMON ELEMENTS AND COMMON SURPLUS — An undivided share of ownership of the common elements and common surplus.

- 5.3.2 **LIMITED COMMON ELEMENTS** — Either the exclusive use or use in common with one or more other designated units of the limited common elements that may exist. Such elements include designated parking space(s), all of the roofs and trusses of each individual unit, open area(s), and other common elements serving only one unit, and all items set forth in Section 6 that are exterior to a unit and are expressly required to be maintained by the unit owner.
- 5.3.3 **ASSOCIATION MEMBERSHIP** — Membership in the Association and voting rights.
- 5.4 **EASEMENTS** — The following nonexclusive easements are created by and granted from the Developer to each unit owner; to the Association; and its employees, agents, and hired contractors; to utility companies; to unit owners' families in residence, guests, and invitees; and to governmental and emergency services, as applicable.
 - 5.4.1 **EASEMENT FOR AIR SPACE** — An exclusive easement for use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.
 - 5.4.2 **INGRESS AND EGRESS** — Easements over the common elements for ingress and egress to units and public ways.
 - 5.4.3 **MAINTENANCE, REPAIR, AND REPLACEMENT** — Easements through the units and common elements for maintenance, repair, and replacement.
 - 5.4.4 **UTILITIES** — Easements through the common elements and units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other units, the common elements, and other utility customers, both existing and future.
 - 5.4.5 **PUBLIC SERVICES** — Access to both the Condominium property and the units for lawfully performed emergency, regulatory, law enforcement, and other public services.
- 6. **MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS**
 - The responsibility for protection, maintenance, repair, and replacement of the Condominium property, and restrictions on its alteration and improvement, shall be as follows:
 - 6.1 **ASSOCIATION MAINTENANCE** — The Association is responsible for the protection, maintenance, repair, and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- 6.1.1 Electrical wiring up to the circuit breaker panel in each unit.
- 6.1.2 Water pipes, up to the individual unit cut-off valve within the unit.
- 6.1.3 Cable television lines up to the wall outlets in the units.
- 6.1.4 Sewer lines, up to the point where they enter the unit.
- 6.1.5 All installations, fixtures, and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- 6.1.6 The exterior surface of the main entrance doors to the units.
- 6.1.7 All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a common expense except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

- 6.2 UNIT OWNER MAINTENANCE — Each unit owner is responsible, at the owner's expense, for all maintenance, repairs, and replacements of the owner's unit and certain limited common elements. The owner's responsibilities include, without limitation:
- 6.2.1 Maintenance, repair, and replacement of screens, windows, and window glass.
 - 6.2.2 The main entrance door to the unit and its interior surfaces.
 - 6.2.3 All other doors within or affording access to the unit.
 - 6.2.4 The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or serving only the unit.
 - 6.2.5 The circuit breaker panel and all electrical wiring going into the unit from the panel.
 - 6.2.6 Appliances, water heaters, smoke alarms, and vent fans.
 - 6.2.7 All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively.
 - 6.2.8 Carpeting and other floor coverings.
 - 6.2.9 Door and window hardware and locks.
 - 6.2.10 Shower pans.
 - 6.2.11 The main water supply shut-off valve for the unit.
 - 6.2.12 Other facilities or fixtures that are located or contained entirely within the unit and serve only that unit.

6.2.13 All interior partition walls that do not form part of the boundary of the unit.

6.3 OTHER UNIT OWNER RESPONSIBILITIES

- 6.3.1 INTERIOR DECORATING — Each unit owner is responsible for all decorating within the owner's unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- 6.3.2 WINDOW COVERINGS — The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the unit.
- 6.3.3 MODIFICATIONS AND ALTERATIONS OR NEGLIGENCE — If a unit owner makes any modifications, installations, or additions to the unit or the common elements or neglects to maintain, repair, and replace as required by this Section 6, the unit owner, and the owner's successors in title, shall be financially responsible for:
 - 6.3.3.1 Maintenance, repair, and replacement of the modifications, installations, or additions;
 - 6.3.3.2 The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations, or additions; and
 - 6.3.3.3 The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible.
- 6.3.4 USE OF LICENSED AND INSURED CONTRACTORS — Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that the owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

- 6.4 OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED — No unit owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire

expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building or impair any easements.

7. **COMMON ELEMENTS**

7.1 **SHARE OF** — The common elements will be owned by the unit owners in undivided shares as set forth in Exhibit "C". Such undivided shares are stated as fractions and are based on the total square footage of each residential unit in uniform relationship to the total square footage of all of the residential units in the Condominium.

7.2 **USE** — Each unit owner and the Association will be entitled to use the common elements in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other unit owners.

7.3 **MATERIAL ALTERATIONS AND ADDITIONS** — Except for changes made by an owner with Association approval as provided in Paragraph 6.7. above, or by the Board of Directors alone for the integrity of the Condominium property, material alterations of, or substantial additions to, the common elements or to Association property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the common elements or Association property to unit owners or other persons if, in the judgment of the Board, the use will benefit the members of the Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the common elements or Association property provided that in all events the right to use the common elements shall not be denied to any unit owner. The Association may charge for the use.

8. **FISCAL MANAGEMENT** — The fiscal management of the Condominium, including budget, fiscal year, charges, assessments, and collection of assessments, shall be as set forth herein and in the Bylaws (Exhibit "E").

9. **ADMINISTRATION** — The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

10. **INSURANCE** — To adequately protect the unit owners, the Association, and all parts of the Condominium property and Association property that are required to be insured

by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

- 10.1 DUTY AND AUTHORITY TO OBTAIN — The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the unit owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.
- 10.2 BASIC INSURANCE — The Board of Directors will procure insurance covering the building and improvements as well as all insurable Association property, in an amount determined annually by the Board. Pursuant to F.S. 718.111(11)(b), the word "building" does not include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets located within a unit. Such insurance shall afford the following protection:
 - 10.2.1 PROPERTY — The policy must include extended coverage (including windstorm) and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.
 - 10.2.2 FLOOD — The policy must include up to the replacement cost for each building and insurable improvements, as available.
 - 10.2.3 LIABILITY — The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.
 - 10.2.4 AUTOMOBILE — The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.
 - 10.2.5 WORKERS' COMPENSATION — The Association shall maintain workers' compensation insurance to meet the requirements of law.
 - 10.2.6 FIDELITY BONDING — The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

- 10.2.7 **DIRECTORS AND OFFICERS LIABILITY INSURANCE** — The Association shall obtain and maintain adequate directors and officers liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.
- 10.2.8 **OPTIONAL COVERAGE** — The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and unit owners.
- 10.3 **DESCRIPTION OF COVERAGE** — A detailed summary of the coverage included in the master policies shall be available for inspection by unit owners on request.
- 10.4 **WAIVER OF SUBROGATION** — The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies that provide that the insurer waives its rights to subrogation as to any claim against unit owners, the Association, or their respective servants, agents, or guests.
- 10.5 **SHARES OF INSURANCE PROCEEDS** — All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:
- 10.5.1 **COMMON ELEMENTS** — Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as the owner's share in the common elements.
- 10.5.2 **UNITS** — Proceeds on account of damage to units shall be held in as many undivided shares as there are damaged units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.
- 10.5.3 **MORTGAGEES** — If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.
- 10.6 **DISTRIBUTION OF INSURANCE PROCEEDS** — Proceeds of insurance policies received by the Association shall be distributed for the benefit of the unit owners in the following manner:
- 10.6.1 **COST OF RECONSTRUCTION OR REPAIR** — If the damage for which

the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

10.6.2 **FAILURE TO RECONSTRUCT OR REPAIR** — If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7 **ASSOCIATION AS AGENT** — The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

11. **RECONSTRUCTION OR REPAIR AFTER CASUALTY** — If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1 **DAMAGE TO UNITS** — Where loss or damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the unit owners may direct. The owners of damaged units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2 **DAMAGE TO COMMON ELEMENTS — LESS THAN "VERY SUBSTANTIAL"** — When loss or damage occurs to the common elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1 **ESTIMATES** — The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2 **INSURANCE INSUFFICIENT** — If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the common elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all unit owners. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3 "VERY SUBSTANTIAL" DAMAGE — As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.2.3.1 OWNERS' MEETING — A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

11.2.3.1.1 INSURANCE SUFFICIENT — If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, the Condominium property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of units, in which case the Condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2 INSURANCE INSUFFICIENT — If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least 67% of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Paragraph 16.2. If 67% of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4 DISPUTES — If any dispute shall arise as to whether "very substantial"

damage has occurred, a determination by the Board of Directors shall be binding on all unit owners.

- 11.3 APPLICATION OF INSURANCE PROCEEDS — It shall be presumed that the first funds disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and Association property and then to the units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the unit owners paying those assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.
- 11.4 EQUITABLE RELIEF — In the event of substantial damage to the Condominium property, and if the property is not reconstructed or repaired within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.
- 11.5 PLANS AND SPECIFICATIONS — Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association.
- 12. USE RESTRICTIONS — The use of the property of the Condominium shall be in accordance with the rules and regulations attached hereto and incorporated herein as Exhibit "F" and the following provisions:
 - 12.1 LAWFUL USE — All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.
 - 12.2 RULES AND REGULATIONS — The rules and regulations attached hereto as Exhibit "F" and made a part hereof by reference concerning the use of the

Condominium property including the units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the rules and regulations must be recorded in the public records.

- 12.3 USE AND OCCUPANCY OF THE UNITS is restricted to owner's family, lessees and their respective guests. These use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or correspondence in and from owner's unit. Such uses are expressly declared customarily incident to the principal residential use.
- 12.4 ACCESS TO UNITS — The Association has an irrevocable right of access to the units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the common elements or to another unit or units. The right of access to a unit shall be exercised after reasonable notice to the unit owners unless such notice is not possible or practical under the circumstances, with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, and with reasonable precautions to protect the personal property within the unit.
- 12.5 PARKING — Each unit shall always have the exclusive use of at least two allocated parking spaces according to the assigned parking spaces maintained by the Association. Allocations will be made initially by the Developer by a recorded written instrument.
- 12.6 PARKING SPACES — EXCLUSIVE USE AND TRANSFER OF USE RIGHTS — The exclusive right to use a limited common element is an appurtenance to the unit or units to which it is designated or assigned. If, after all of the units have been sold, the exclusive use of any assignable limited common element was not, for any reason, assigned to the use of a specific unit or units by the Developer, the Association may do so. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it except that the use rights to particular parking spaces may be exchanged between units or transferred to another unit, as follows:
- 12.6.1 The unit owners desiring to exchange such use rights shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and be executed by the

owners with the formalities required for the execution of a deed.

12.6.2 The costs of preparing and recording the Certificate shall be borne by the unit owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

12.7 **PETS — TENANTS AND GUESTS** — Pets shall be as allowed and regulated in the rules and regulations (Exhibit "F")..

12.8 **NUISANCES PROHIBITED** — No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

13. **LEASE, CONVEYANCE, DISPOSITION** — The purpose and object of this section is to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the units by owners (subject to the exceptions provided in Paragraph 18.1.) shall be subject to the following provisions:

13.1 **ASSOCIATION APPROVAL REQUIRED** — Except for Developer sales, no owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O. R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Broward County, Florida Public Records with the deed or other instrument transferring title to the unit.

13.1.1 **DEVISE OR INHERITANCE** — If any unit owner shall acquire title to a unit by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the unit owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

13.1.2 LEASES — Approvals of leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium Associations documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term.

13.2 APPROVAL PROCEDURE — The approval of the Association shall be obtained as follows:

13.2.1 WRITTEN NOTICE — Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

13.2.2 ASSOCIATION'S OPTIONS — The Association must, within 5 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or the Association may itself elect to purchase, and the owner must sell to the Association on the same terms set forth in the proposal given the Association, or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Section 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to make an election to purchase the unit itself when required to do so, the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

- 13.2.3 **CLOSING DATE** — If the Association elects to purchase then the sale shall be closed within 30 days after the Association has elected to purchase.
- 13.2.4 **NOTICE OF DISAPPROVAL** — If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 13.2.2.), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. Grounds for disapproval include but are not limited to the following:
1. The unit owner has a history of leasing the unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the unit.
 2. The real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.
 3. The application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium.
 4. The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.
 5. The prospective lessee has a history of conduct that evidences disregard for the rights and property of others.
 6. The prospective lessee evidences a strong possibility of financial irresponsibility.
 7. The prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules.

13.3 **JUDICIAL SALES** — Judicial sales are exempt from this section.

13.4 **UNAPPROVED TRANSACTIONS** — Any transaction that is not approved under the terms of this Declaration shall be void unless subsequently approved by the Association.

14. **COMPLIANCE AND DEFAULT** — Each unit owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation, and the Association Bylaws.

- 14.1 REMEDIES — Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, injunctive relief, or both. Actions may be maintained by the Association or by any unit owner.
- 14.2 COSTS AND FEES — In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.
- 14.3 OWNER INQUIRIES — When a unit owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Bureau of Compliance, Division of Florida Land Sales, Condominiums, and Mobile Homes. If advice has been requested from the Bureau of Compliance, the Board shall provide a written substantive response to the inquirer within 10 days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within 60 days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in F.S. 718.125(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to unit owner inquiries, including a limit of one unit owner inquiry in any 30-day period.
- 14.4 NO WAIVER OF RIGHTS — The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.
- 15. AMENDMENTS — Amendments to any of the condominium documents shall be in accordance with the following:
 - 15.1 REQUIREMENTS — An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests and the separate written joinder of mortgagees

where required and shall include the recording date (identifying the location of the Declaration as originally recorded). The amendment shall become effective when the certificate is recorded in the public records.

- 15.2 CORRECTORY AMENDMENT — Whenever it shall appear that there is a defect, error, or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.
- 15.3 REGULAR AMENDMENTS — Amendments may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association.
- 15.4 DEVELOPER AMENDMENTS — Until relinquishment of Developer control of the Association (turnover) and except as otherwise provided by law in F.S. 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in the developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.
- 15.5 MORTGAGEE APPROVAL — Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Broward County, Florida. A change to any of the following shall be considered as material:
1. Any change in the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus.
 2. Reallocation of interests or use rights in the common elements.
 3. Redefinition of any unit boundaries.
 4. Convertibility of units into common elements or vice versa.
 5. Expansion or contraction of the Condominium.
- 15.6 DEVELOPER'S RIGHTS — No amendment to this Declaration or any of the Condominium documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any units for sale in the ordinary course of business.

- 15.7 WRITTEN AGREEMENTS — Any approval of unit owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)4 and F.S. 617.0701.
16. TERMINATION — Except for termination in connection with a merger of this Condominium with another, the termination of the Condominium shall be carried out in accordance with the following:
- 16.1 BY AGREEMENT — The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three fourths of the units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.
- 16.2 WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE — If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.
- 16.3 PROCESS OF TERMINATION — Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Broward County, Florida.
- 16.3.1 The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.
- 16.3.2 The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all unit owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former unit owners as tenants in common, in undivided shares as determined in 16.3.3 below, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred

to the equitable interest in the former Condominium property and Association property attributable to the unit encumbered by the lien, with the same priority.

16.3.3 The beneficial interest of the former owner shall be a fraction, the numerator of which is the assessed value for ad valorem taxation of the former owner's parcel immediately prior to the termination without reduction for homestead exemption or any other exemptions personal to the unit owner (if any) and the denominator of which shall be the total assessed value of all the parcels, likewise without exemptions.

16.4 WINDING UP OF ASSOCIATION AFFAIRS — The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and the Bylaws, to the extent necessary for, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

16.5 TRUSTEE'S POWERS AND DUTIES — The Termination Trustee shall hold legal title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall have the power and authority to convey title to the purchaser and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable fee for acting in such capacity, and that fee, as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association and shall not be required to inquire beyond such information and instructions.

16.6 PARTITION; SALE — Following termination, the former Condominium property and Association property may be partitioned and sold on the application of any unit owner. If following a termination at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that

event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former Condominium and Association property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former unit owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

16.7 NEW CONDOMINIUM — The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

16.8 PROVISIONS SURVIVE TERMINATION — The provisions of this Section 16 are covenants running with the land and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy assessments to pay the costs and expenses of the Termination Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, and post-termination costs of maintaining the former Condominium property are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

17. PROVISIONS PERTAINING TO DEVELOPER — As long as the Developer holds any unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

17.1 Assessment of the Developer as a unit owner for capital improvements.

17.2 Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer, including such use of unsold units and common elements and Association property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

18. RIGHTS OF MORTGAGEES

18.1 PARTIAL RELEASE FROM PRIOR ASSESSMENTS — A first mortgagee who acquires title to a unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for

more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such unit without the approval of the Association.

- 18.2 **RIGHTS TO INFORMATION** — On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:
 - 18.2.1 **FINANCIAL STATEMENTS** — A copy of a financial statement of the Association for the immediately preceding fiscal year; and
 - 18.2.2 **INSURANCE CANCELLATION** — Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and
 - 18.2.3 **DAMAGE TO CONDOMINIUM** — Written notice of any damage or destruction to the improvements located on the common elements or Association property that affects a material portion of the common elements or Association property or the unit securing its mortgage; and
 - 18.2.4 **EMINENT DOMAIN** — Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium property or the unit securing its mortgage; and
 - 18.2.5 **DELINQUENT ASSESSMENTS** — Written notice of failure by the owner of a unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any assessments when such failure or delinquency has continued for a period of 60 days or longer.
 - 18.2.6 **FAILURE TO NOTIFY** — The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.
- 19. **ENFORCEMENT OF ASSESSMENT LIENS** — Liens for unpaid assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action

to recover a money judgment. After a judgment of foreclosure has been entered, the unit owner during occupancy shall be required to pay a reasonable rental if so ordered by the Court. If the unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

19.1 CREATION AND ENFORCEMENT OF CHARGES — The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs, and expenses to the Association that cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including costs and fees on appeal, incurred in collection.

20. COMMON EXPENSES AND COMMON SURPLUS — Each unit's share shall be that share of the whole set forth in Exhibit "C".

21. CONDEMNATION

21.1 DEPOSIT OF AWARDS WITH ASSOCIATION — The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association, and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his or her award, or the amount of that award shall be set off against any sums payable to that owner.

21.2 DETERMINATION WHETHER TO CONTINUE CONDOMINIUM — Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 11 above for determining whether damaged property will be reconstructed and repaired after a casualty.

21.3 DISBURSEMENT OF FUNDS — If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable

in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

- 21.4 ASSOCIATION AS AGENT — The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.
- 21.5 UNITS REDUCED BUT TENANTABLE — If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:
- 21.5.1 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 paid by the owner of the unit;
- 21.5.2 DISTRIBUTION OF SURPLUS — The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the emittance being made payable jointly to the owner and mortgagees.
- 21.6 UNIT MADE UNTENANTABLE — If the taking is of any 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:
- 21.6.1 PAYMENT OF AWARD — The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).
- 21.6.2 ADDITION TO COMMON ELEMENTS — If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.
- 21.6.3 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 percentages of the total remaining square footage of units then existing.
- 21.6.4 ARBITRATION — If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the

Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

- 21.7 **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 of Directors. The balance of such awards, 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. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.
- 21.8 **AMENDMENT OF DECLARATION** — Changes in the units, in the common elements, and in the ownership of the common elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of unit owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.
22. **VOTING** — Each unit shall have one full indivisible vote in all matters.
23. **FUTURE DEVELOPMENT EASEMENTS** — The Developer, for itself and its successors and assigns, reserves easements over the Condominium property as necessary to complete future development, if any, including construction access and utilities.
24. **CROSS-USE EASEMENTS — ADJACENT PROPERTY** — The Developer, for itself and its successors and assigns, reserves a perpetual nonexclusive ingress and egress easement(s).
25. **SEVERABILITY AND NONWAIVER** — If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such paragraph, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into
on 2-13, 2004.

CLASSIC TOWNHOMES, INC.,
a Florida Corporation, Developer (CORPORATE
SEAL)

Frank C. Ippolito
By: Frank Ippolito - Vice-President
200 Holiday Drive
Hallandale, Florida 33009

WITNESSES:
L. Michael Osman

Ana G. Rodriguez
ANA G. Rodriguez

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 13 day of February, 2004, by Frank Ippolito, as Vice-President of CLASSIC TOWNHOMES, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

Sworn to before me on February 13, 2004.

Ana G. Rodriguez
Print Name: ANA G. Rodriguez
STATE OF FLORIDA AT LARGE

My Commission Expires:



EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM

Legal Description

Parcel "A" of HIDDEN COVE, according to the Plat thereof, as
recorded in Plat Book 171 at Pages 91 thru 93 of the Public
Records of Broward County, Florida

EXHIBIT "I"
TO
DECLARATION OF CONDOMINIUM
HIDDEN COVE, A CONDOMINIUM

(Plot Plan, Survey, Floor Plans: Graphic Description and Legal Description(s))

 Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #7109

1721 North State Rd. 7
Margate, Florida 33063

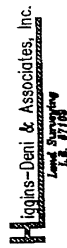
Office: (954) 971-0540
Fax: (954) 971-5980

EXHIBIT A

"HIDDEN COVE" A CONDOMINIUM

LEGAL DISCRPTION, LOCATION MAP, SITE PLAN,
PLOT PLANS, FLOOR PLANS, AND ELEVATIONS

EXHIBIT A
DATE: 12/20/03
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1721 North State Rd. 7
Margate, Florida 33063

Office: (954) 971-0540
Fax: (954) 971-5880

"HIDDEN COVE" A CONDOMINIUM

LEGAL DESCRIPTION

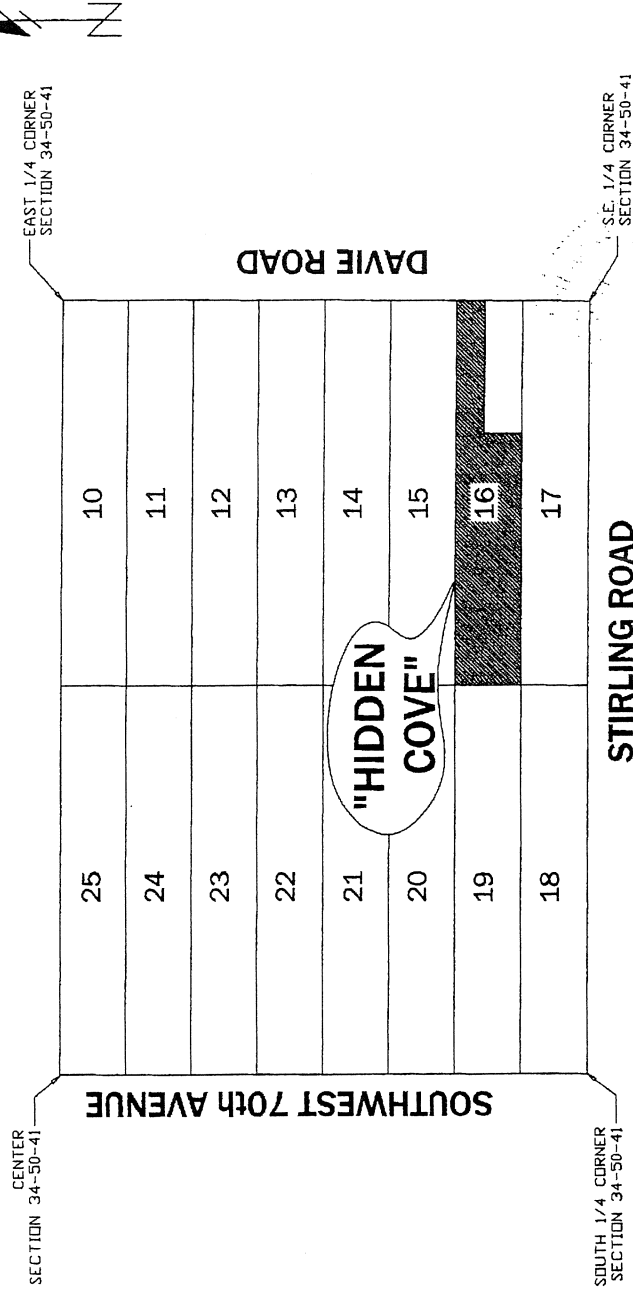
THE PLAT OF "HIDDEN COVE" AS RECORDED
IN PLAT BOOK 171 PAGE 93 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

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"HIDDEN COVE", A CONDOMINIUM

LOCATION MAP NOT TO SCALE



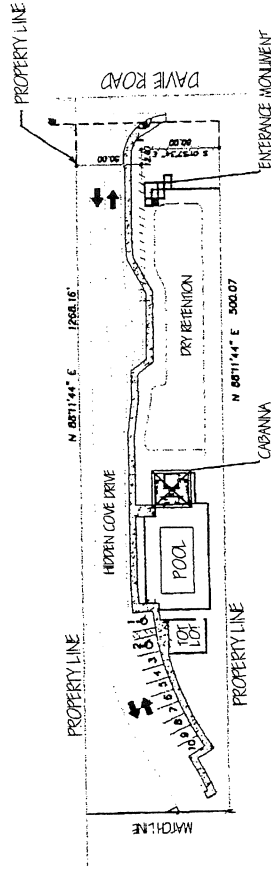
PREPARED BY:
Higgins-Dani & Associates, Inc.
Land Planning
1721 North State Rd. 7
Margate, Florida 33063

LOCATION MAP
SOUTHEAST 1/4 OF SECTION 34-50-41

"HIDDEN COVE"-, A CONDOMINIUM OVERALL SITEPLAN

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SCALE: 1" = 100'



COMMON ELEMENTS:

- *STREETS, SIDEWALKS, FRONT YARDS
- *CAGANNA BUILDING, POOL AND SUN DECK
- *TOT LOT, DESIGNATED EXTRA PARKING
- *BALANCE OF REAR YARD AFTER LIMITED COMMON AREA
- *LAKE AREA AND LAKE MAINTENANCE EASEMENT
- *ANY GREEN AREA NOT DESIGNATED LIMITED

LIMITED COMMON ELEMENTS:

- *BLDGS 1, 3, 4, 5, 6, 7 AND 8
- *15' DEEP REAR YARD
- *BLDGS 2 AND 9
- *10' DEEP REAR YARD
- *SIDE YARDS ADJACENT TO BLDGS
- *DRIVEWAYS, ROOFS, REAR PATIOS

PREPARED BY:

Signis-Den & Associates, Inc.
Land Surveying
1721 North State Rd. 7
Margate, Florida 33003

SURVEYORS NOTES:

***** ALL BUILDINGS SHOWN ARE PROPOSED

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE PLAT.
- (2) ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D.
- (3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS OF RECORD.
- (4) THE LEGAL DESCRIPTION AS INDICATED HEREON WAS FURNISHED BY THE CLIENT AND THE PROPERTY WAS SURVEYED AS SUCH.
- (5) UNLESS OTHERWISE NOTED, DIMENSIONS SHOWN ARE RECORD AND MEASURED.
- (6) THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES IT IS CERTIFIED TO AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY.

LEGEND

PROPERTY AREA: 52,833 SQUARE FEET
(1.21 ACRES)

#6544 DENOTES ADDRESS NUMBER

⑥ DENOTES BUILDING NUMBER

DENOTES LIMITED COMMON AREA

INDICATES INGRESS & EGRESS

C.E. = COMMON ELEMENTS

C.E.S.M.T. = CANAL EASEMENT

C.M.E. = CANAL MAINTENANCE EASEMENT

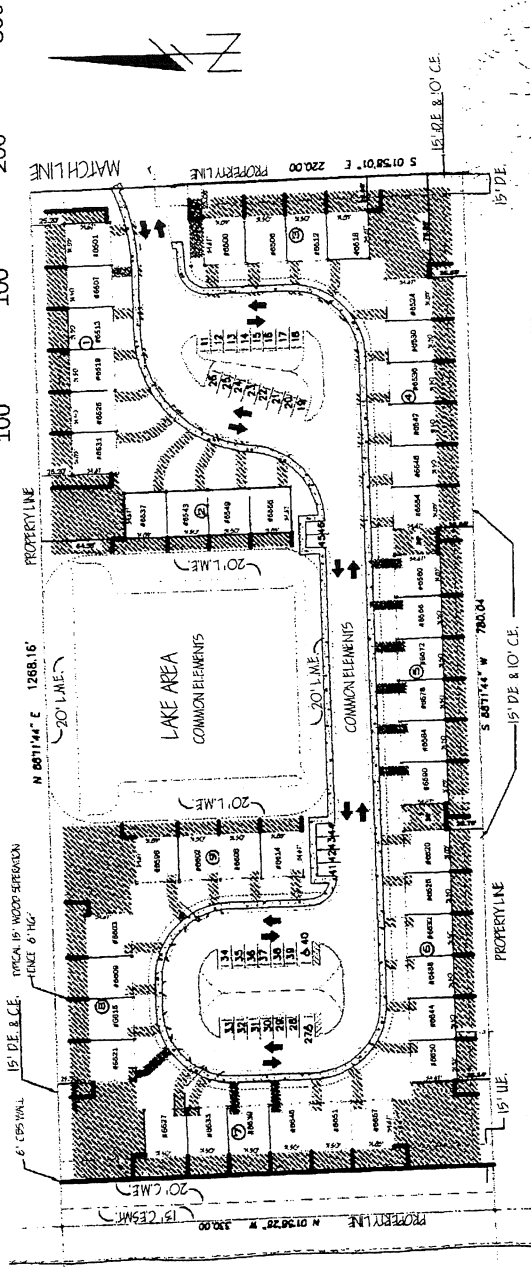
L.M.E. = LAKE MAINTENANCE EASEMENT

D.E. = DRAINAGE EASEMENT

"HIDDEN COVE"-, A CONDOMINIUM OVERALL SITEPLAN

EXHIBIT A
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SCALE: 1" = 100'



COMMON ELEMENTS:

- *STREETS, SIDEWALKS, FRONT YARDS
- *CABANNA BUILDING, POOL AND SUN DECK
- *TOT LOT, DESIGNATED EXTRA PARKING
- *BALANCE OF REAR YARD AFTER LIMITED COMMON AREA
- *LAKE AREA AND LAKE MAINTENANCE EASEMENT
- *ANY GREEN AREA NOT DESIGNATED LIMITED

LIMITED COMMON ELEMENTS:

- *BLDGS 1,3,4,5,6,7 AND 8
- 15' DEEP REAR YARD
- *BLDGS 2 AND 9
- 10' DEEP REAR YARD
- *SIDE YARDS ADJACENT TO BLDGS
- *DRIVEWAYS, ROOFS, REAR PATIOS

PREPARED BY:
J. J. Higgins-Dent & Associates, Inc.
1721 North State Rd. 7
Morgue Florida 33563

SURVEYORS NOTES

***** ALL BUILDINGS SHOWN ARE PROPOSED

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE PLAT.
- (2) ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D.
- (3) THE PLAT SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP, INTERESTS, EASEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS OF RECORD.
- (4) THE LEGAL DESCRIPTION AS INDICATED HEREON WAS FURNISHED BY THE CLIENT AND THE PROPERTY WAS SURVEYED AS SUCH.
- (5) UNLESS OTHERWISE NOTED, DIMENSIONS SHOWN ARE RECORD AND MEASURED.
- (6) THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES IT IS CERTIFIED TO AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY.

LEGEND

PROPERTY AREA: 52,833 SQUARE FEET
(1.21 ACRES)

#6644 DENOTES ADDRESS NUMBER

⑥ DENOTES BUILDING NUMBER

▨ DENOTES LIMITED COMMON AREA

→ INDICATES INGRESS & EGRESS

C.E. = COMMON ELEMENTS

C.E.S.M.T. = CANAL EASEMENT

C.M.E. = CANAL MAINTENANCE EASEMENT

L.M.E. = LAKE MAINTENANCE EASEMENT

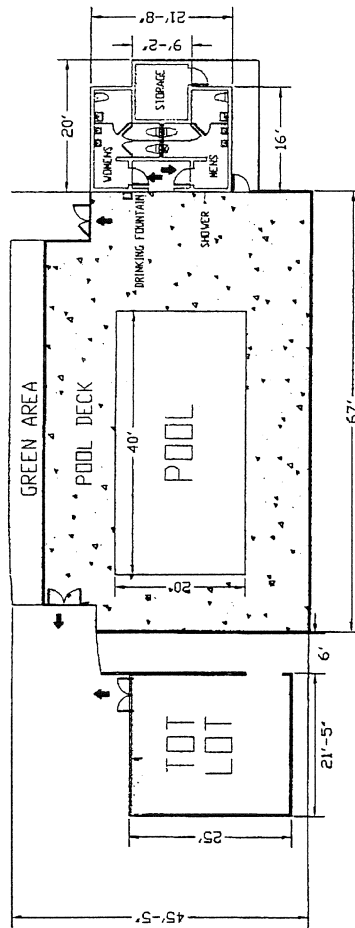
D.E. = DRAINAGE EASEMENT

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"HIDDEN COVE" A CONDOMINIUM
CABANNA BUILDING FLOORPLAN
SWIMMING POOL AREA & TOT LOT
GRAPHIC SCALE IN FEET: 1 INCH = 20 FT.

**DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS**

ALL IMPROVEMENTS SHOWN
ARE PROPOSED



PREPARED BY:
Higgins-Deni & Associates, Inc.
Land Surveying
L.R. #7169
 1721 North State Rd. 7
 Margate, Florida 33063

"HIDDEN COVE" A CONDOMINIUM
BUILDING No. 1
SCALE: 1" = 20'

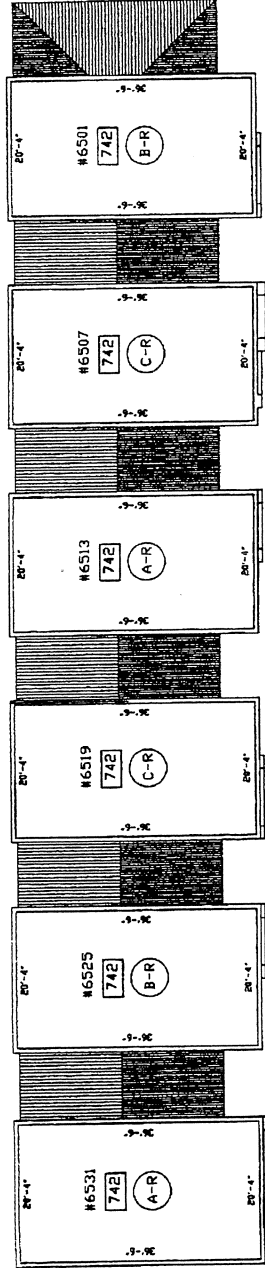
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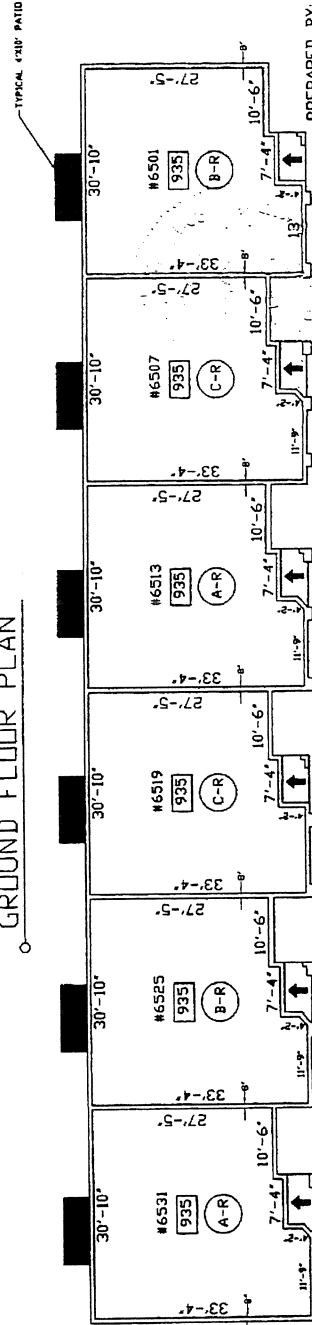
- #6518 ADDRESS NUMBER
INDICATES AREA IN S/F OF EACH FLOOR OF UNIT
INDICATES UNIT TYPE
ENTRYWAY TO CONDOMINIUM UNIT
LIMITED COMMON AREA



SECOND FLOOR PLAN



GROUND FLOOR PLAN

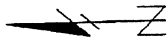


PREPARED BY:

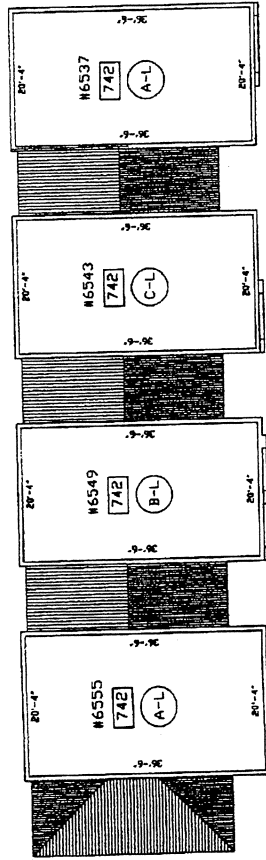
Hogan-Dani & Associates, Inc.
1781 North West 7th
Fort Lauderdale, Florida 33305

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"HIDDEN COVE" A CONDOMINIUM
BUILDING No. 2
SCALE: 1" = 20'



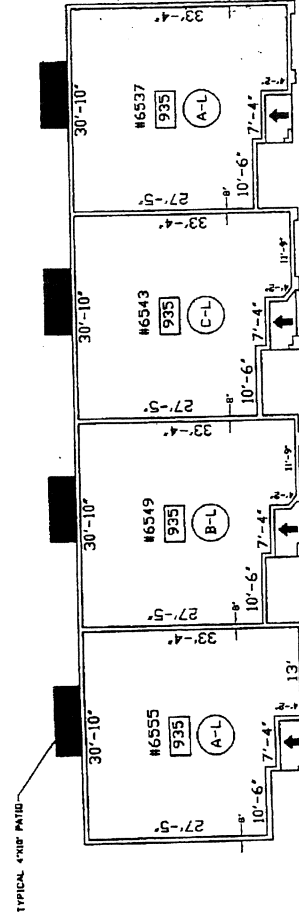
SECOND FLOOR PLAN



LEGEND

- #6518 ADDRESS NUMBER
- 935 INDICATES AREA IN S/F OF EACH FLOOR OF UNIT
- A-L INDICATES UNIT TYPE
- ↑ ENTRYWAY TO CONDOMINIUM UNIT
- LIMITED COMMON AREA

GROUND FLOOR PLAN



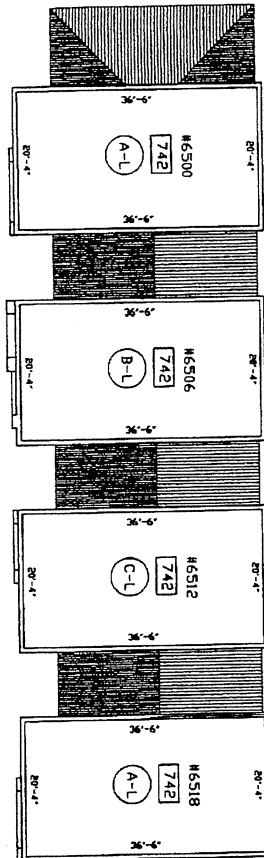
PREPARED BY:
Jiggins-Dani & Associates, Inc.
1721 North State Rd. 7
Margate, Florida 33063



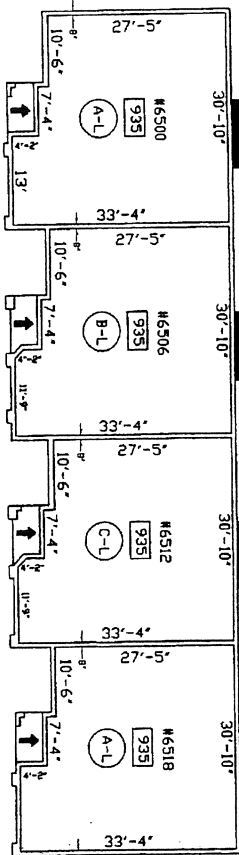
"HIDDEN COVE" A CONDOMINIUM
BUILDING No. 3
SCALE: 1" = 20'



SECOND FLOOR PLAN



GROUND FLOOR PLAN



LEGEND

- #6518 ADDRESS NUMBER
- [935] INDICATES AREA IN S/F OF EACH FLOOR OF UNIT
- (A-L) INDICATES UNIT TYPE
- ↑ ENTRYWAY TO CONDOMINIUM UNIT
- LIMITED COMMON AREA

PREPARED BY:

Higgins-Denil & Associates, Inc.
Land Surveying
1721 North State Rd. 7
Morgato, Florida 33063

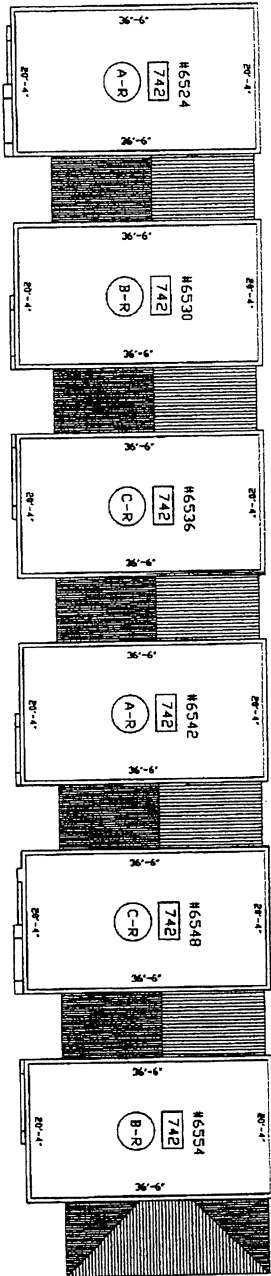
"HIDDEN COVE" A CONDOMINIUM

BUILDING No. 4

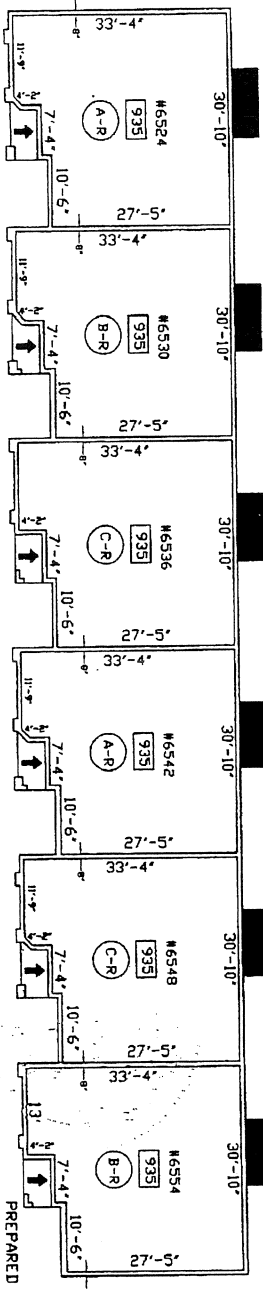
SCALE: 1" = 20'



SECOND FLOOR PLAN



GROUND FLOOR PLAN

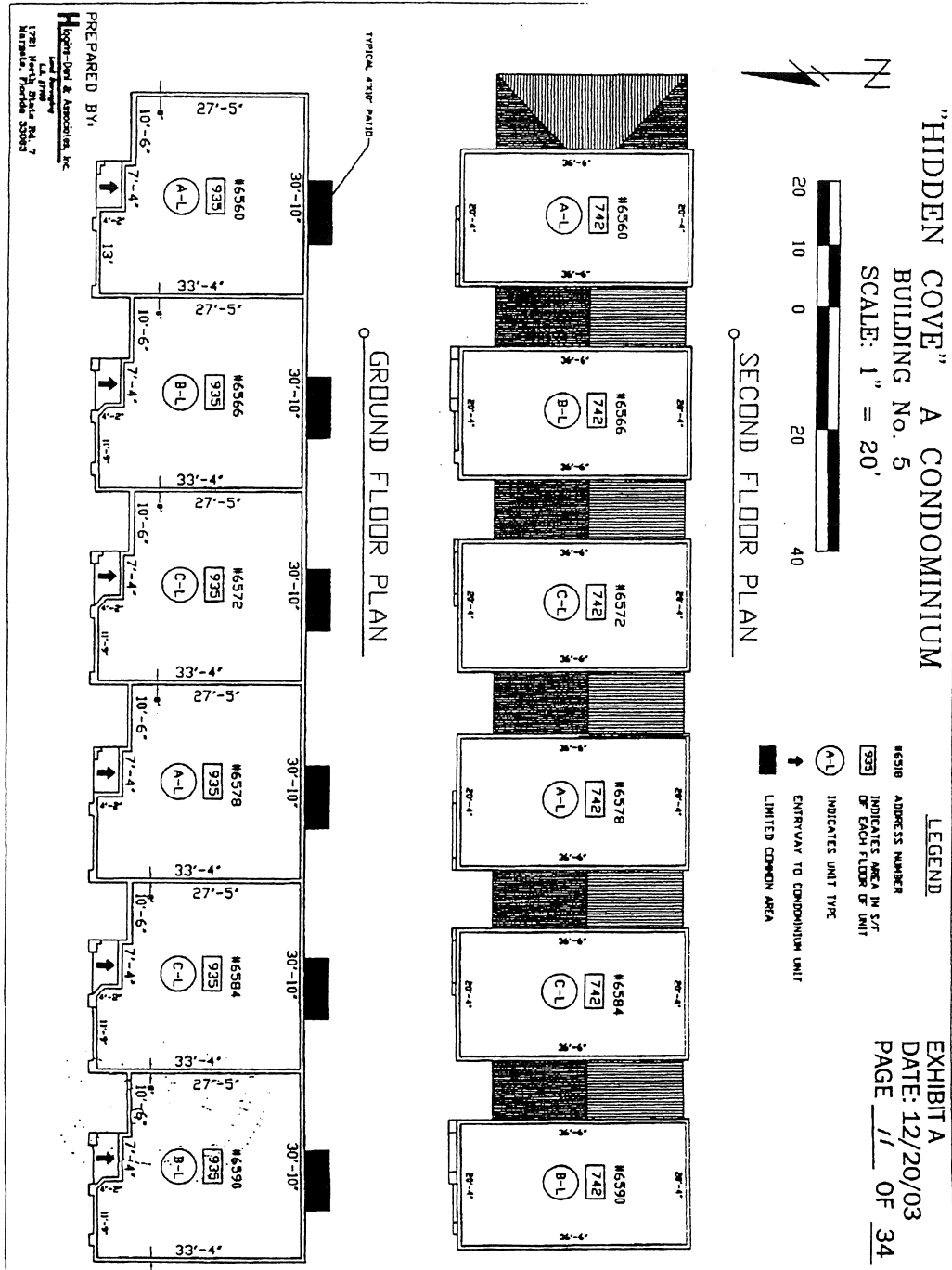


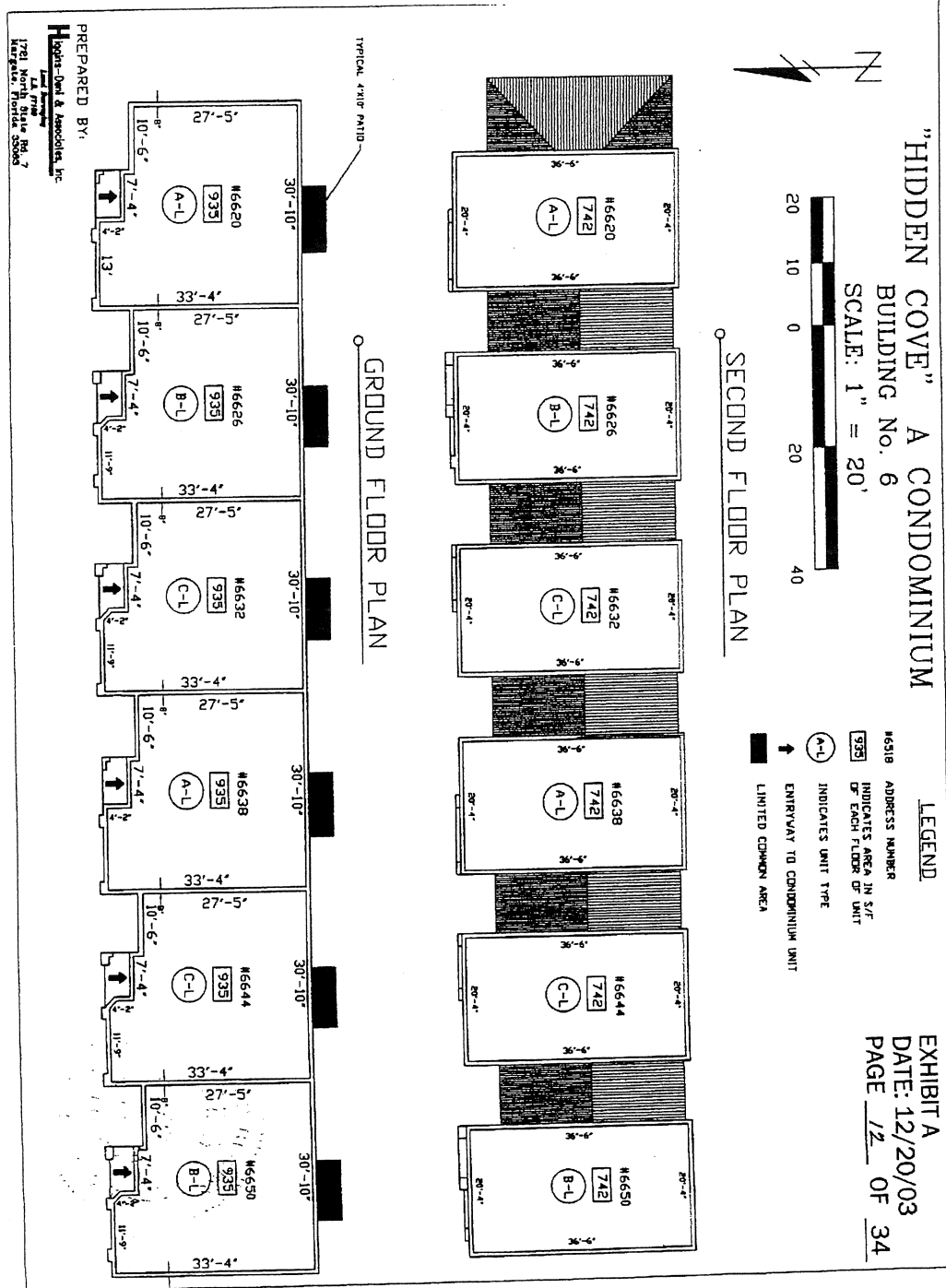
LEGEND

- #6518 ADDRESS NUMBER
- [935] INDICATES AREA IN S/F OF EACH FLOOR OF UNIT
- (A-R) INDICATES UNIT TYPE
- ↓ ENTRYWAY TO CONDOMINIUM UNIT
- LIMITED COMMON AREA

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PREPARED BY:
Hyatt-Duval & Associates, Inc.
14, 17th
1721 North State St.,
Kempville, Florida 33500





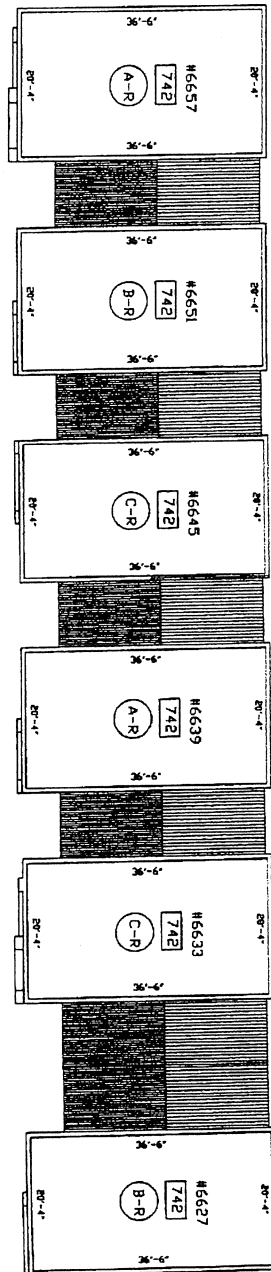
"HIDDEN COVE" A CONDOMINIUM

BUILDING No. 7

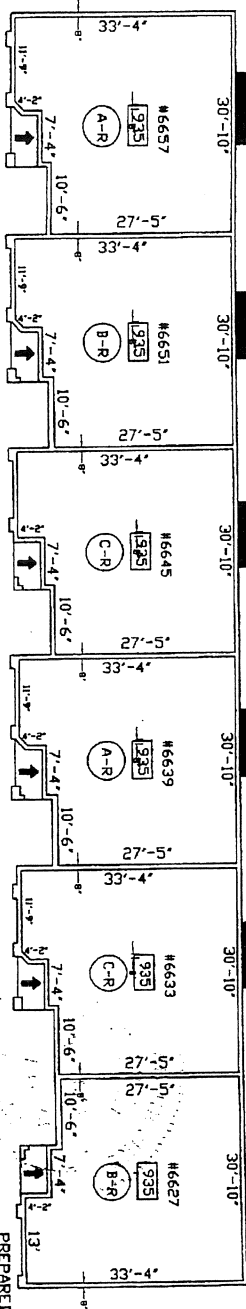
SCALE: 1" = 20'



SECOND FLOOR PLAN



GROUND FLOOR PLAN



LEGEND

#6518 ADDRESS NUMBER
[935] INDICATES AREA IN S/F
OF EACH FLOOR OF UNIT

(A-R) INDICATES UNIT TYPE

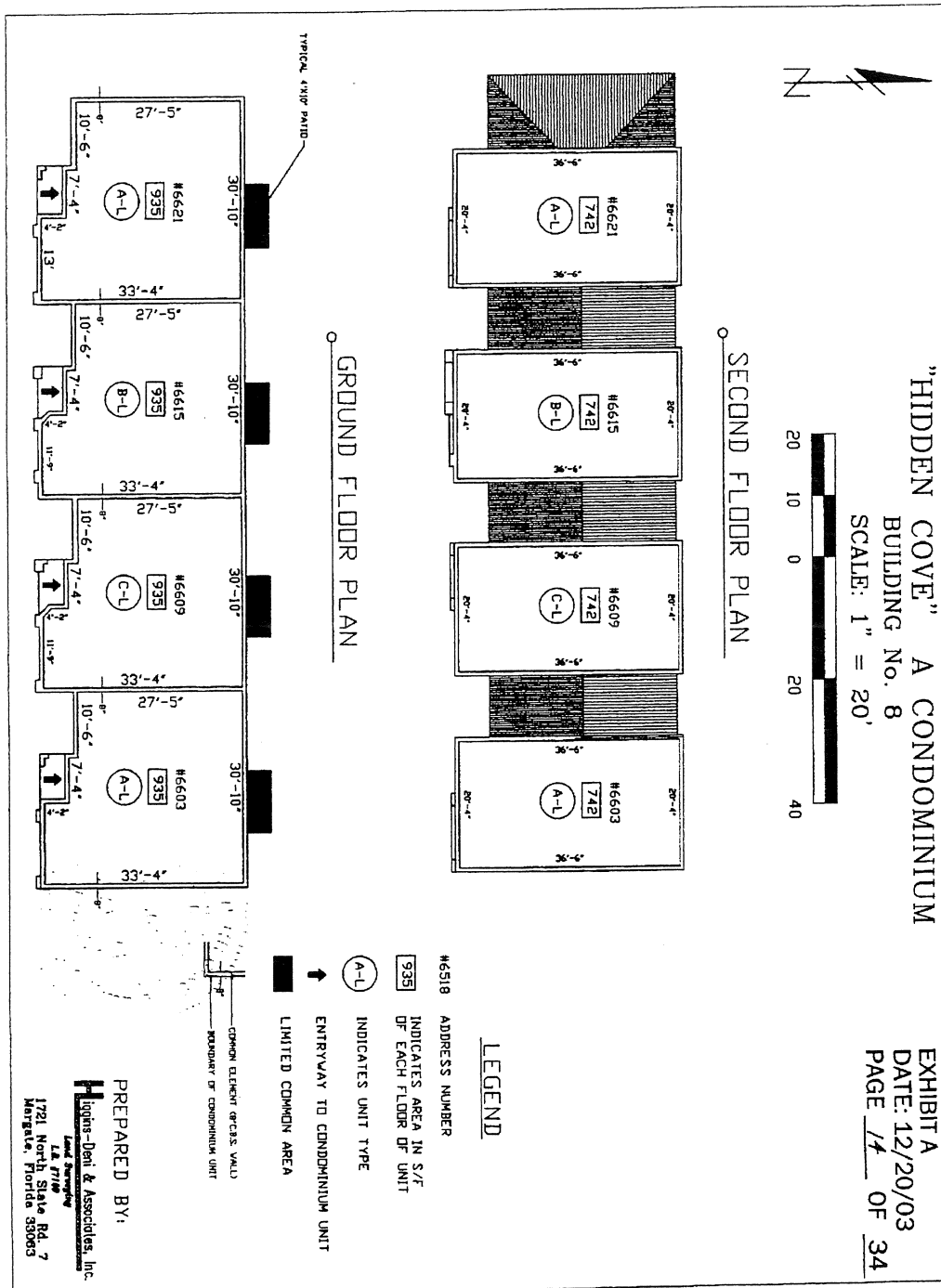
↓ ENTRYWAY TO CONDOMINIUM UNIT

■ LIMITED COMMON AREA

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PREPARED BY:

Higher-Dent & Associates, Inc.
1275 North Main St., 7
Burgate, Florida 33505

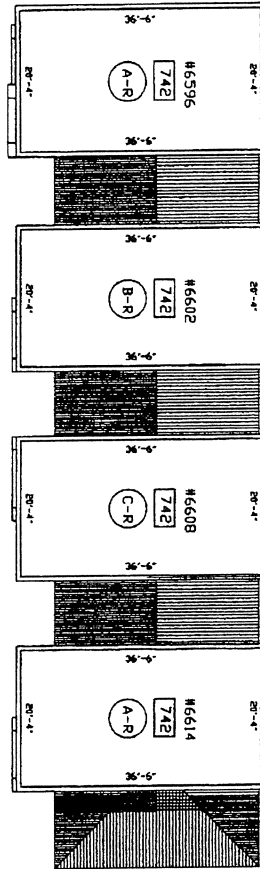




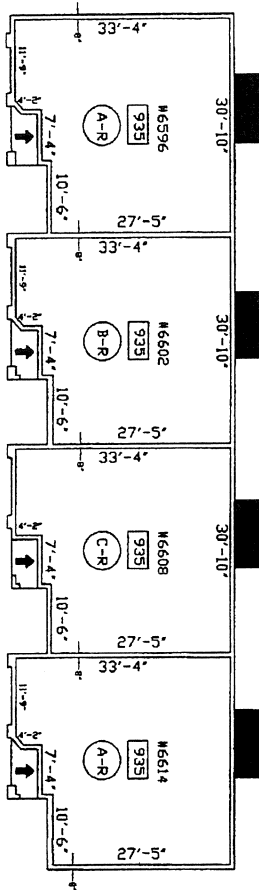
"HIDDEN COVE" A CONDOMINIUM
BUILDING No. 9
SCALE: 1" = 20'

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SECOND FLOOR PLAN



GROUND FLOOR PLAN



- #6518 ADDRESS NUMBER
[935] INDICATES AREA IN S/F OF EACH FLOOR OF UNIT
[A-L] INDICATES UNIT TYPE
↓ ENTRYWAY TO CONDOMINIUM UNIT
[] LIMITED COMMON AREA

LEGEND

PREPARED BY:

Higher-Den & Associates, Inc.
16 8710
1721 North State Rd. 7
Margate, Florida 33003

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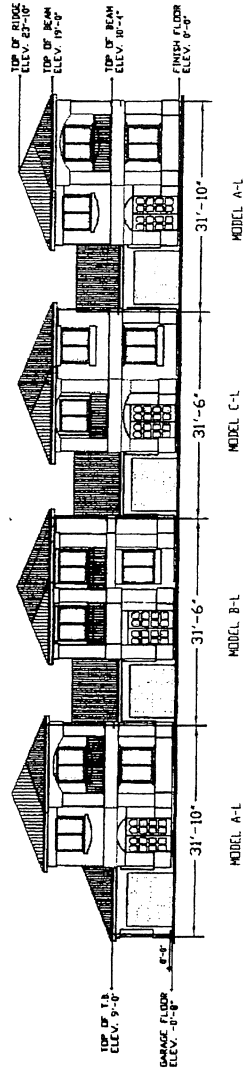
"HIDDEN COVE" A CONDOMINIUM TYPICAL ELEVATIONS

BUILDINGS No. 2, 3 AND 8

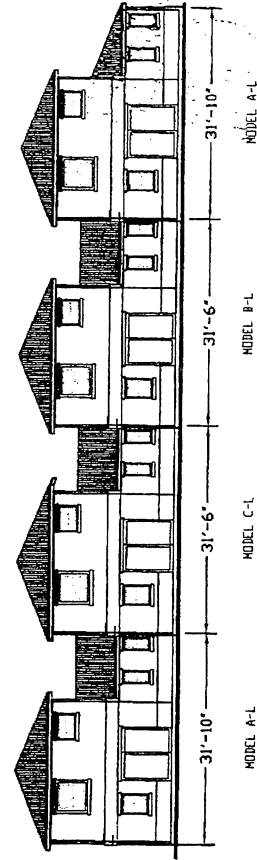
GRAPHIC SCALE IN FEET: 1 INCH = 20 FT.

DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

NOTICE: ALL IMPROVEMENTS SHOWN
ARE PROPOSED



FRONT BUILDING ELEVATION



REAR BUILDING ELEVATION

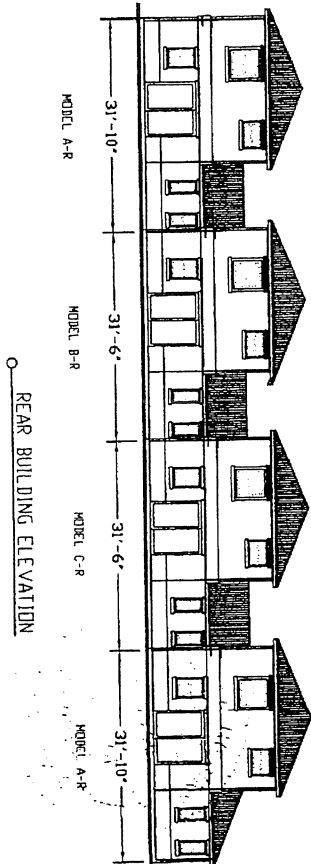
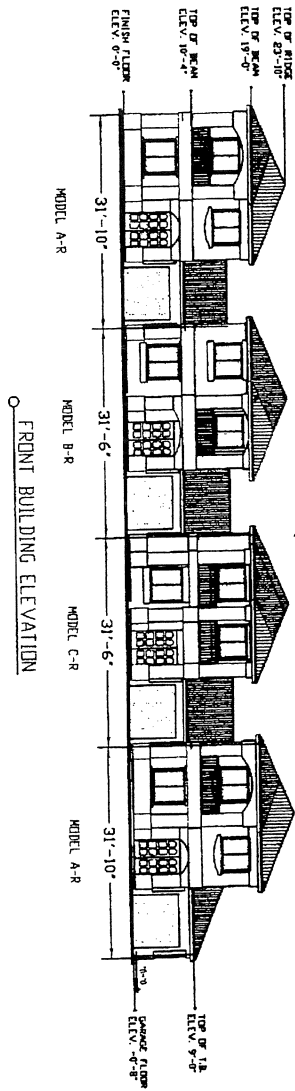
PREPARED BY:

Higgins-Den & Associates, Inc.
 Lead Surveying
 L.A. #1710
 1721 North State Rd. 7
 Morgate, Florida 33063

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"HIDDEN COVE" A CONDOMINIUM
TYPICAL ELEVATIONS
BUILDINGS No. 9

GRAPHIC SCALE IN FEET: 1 INCH = 20 FT.



DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

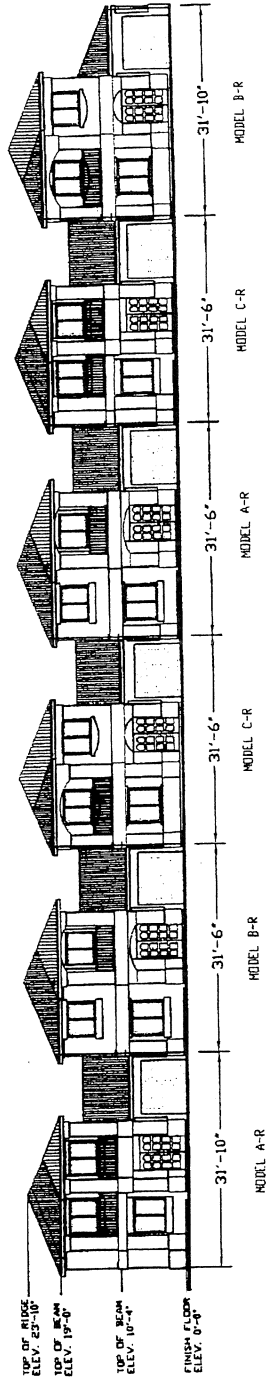
NOTICE: ALL IMPROVEMENTS SHOWN
ARE PROPOSED

PREPARED BY:
Higgins-Denit & Associates, Inc.
LA 9700
1721 North State Rd. 7
Margate, Florida 33063

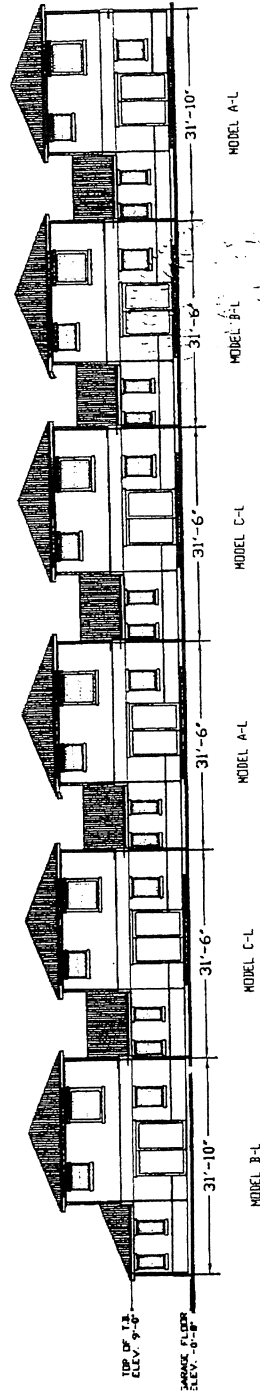
"HIDDEN COVE" A CONDOMINIUM
TYPICAL ELEVATIONS
BUILDINGS No. 1 AND 4
GRAPHIC SCALE IN FEET: 1 INCH = 20 FT.

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DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS
NOTICE: ALL IMPROVEMENTS SHOWN
ARE PROPOSED



FRONT BUILDING ELEVATION

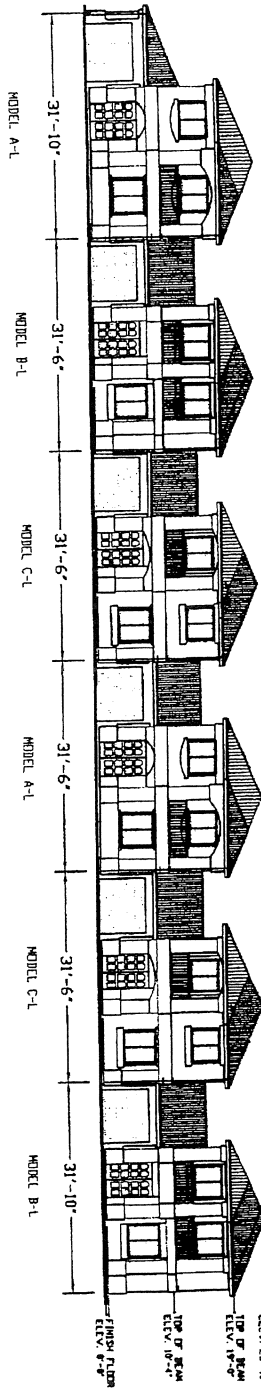


REAR BUILDING ELEVATION

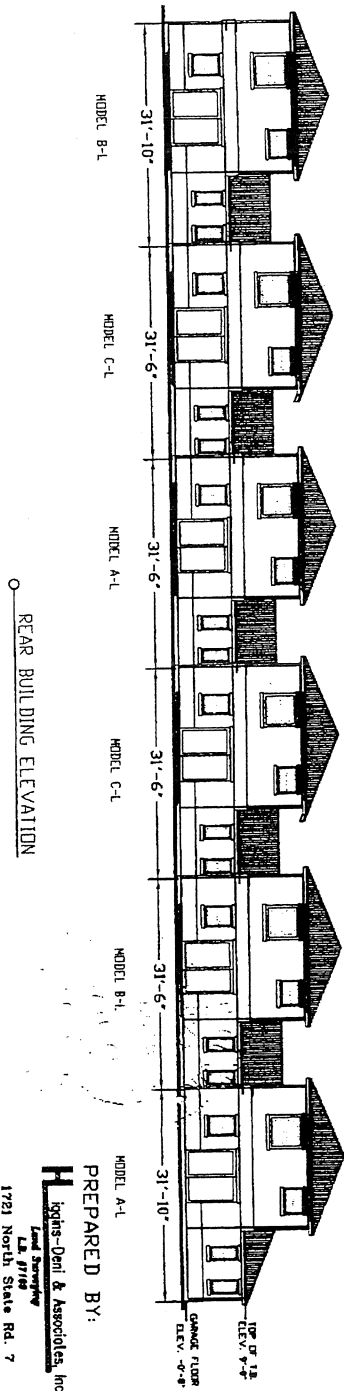
PREPARED BY:
Higgins-Dani & Associates
Lead Surveying
17231 North State Rd.
Beverly Hills, CA 90210

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"HIDDEN COVE" A CONDOMINIUM
TYPICAL ELEVATIONS
BUILDINGS NO. 5 AND 6
GRAPHIC SCALE IN FEET: 1 INCH = 20 FT.



FRONT BUILDING ELEVATION



REAR BUILDING ELEVATION

PREPARED BY:
Higgins-Dent & Associates, Inc.
Lead Designer
12.17.03
1721 North State Rd. 7

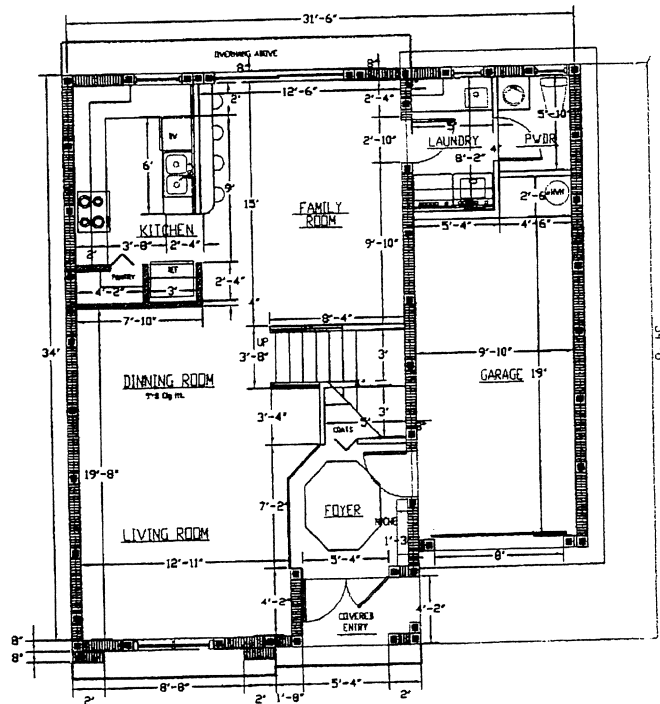
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL GROUND FLOOR PLAN

MODEL A-R

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:

Higgins-Denri & Associates, Inc.
Land Surveying
L.S. #1100
1721 North State Rd. 7
Margate, Florida 33063

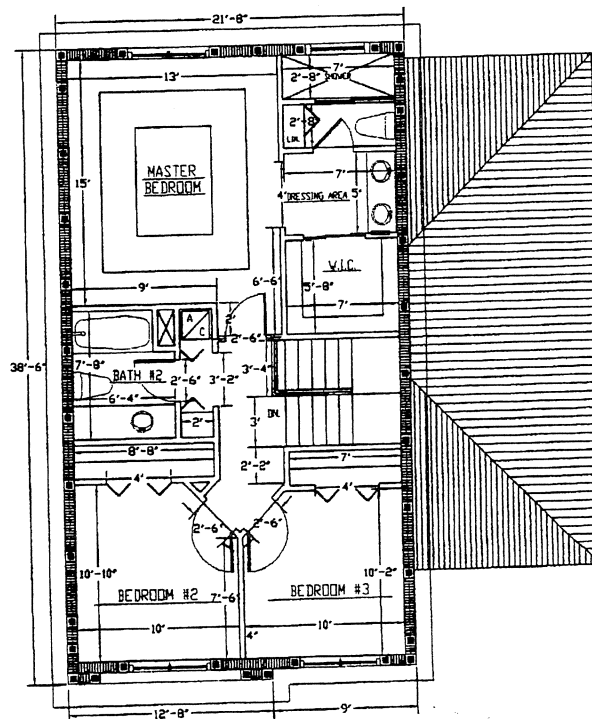
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL SECOND FLOOR PLAN

MODEL A-R

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:
Higgins-Dani & Associates, Inc.
Land Surveying
L.S. 17768
1721 North State Rd. 7
Margate, Florida 33063

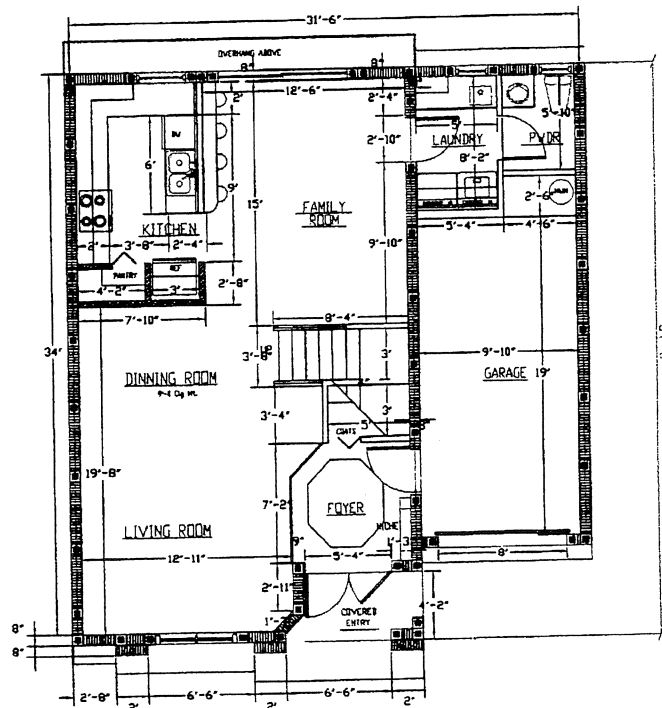
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL GROUND FLOOR PLAN

MODEL B-R

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:
Higgins-Dani & Associates, Inc.
Land Surveying
L.S. #7788
1721 North State Rd. 7
Margate, Florida 33063

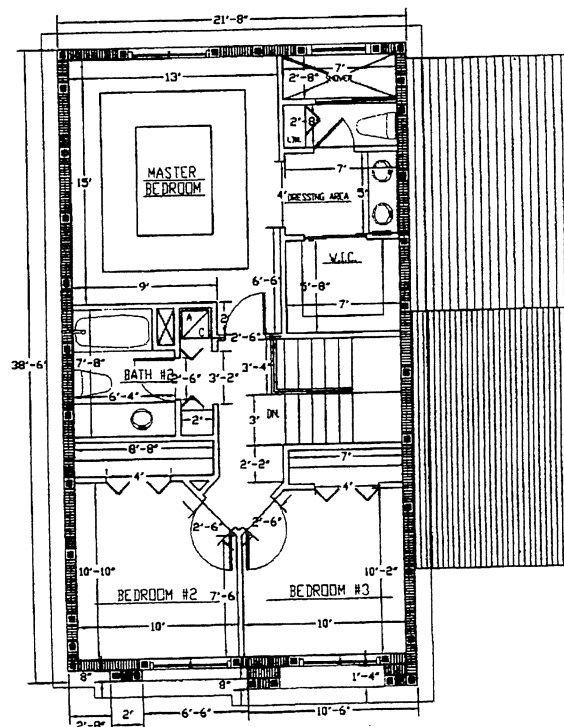
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL SECOND FLOOR PLAN

MODEL B-R

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED

NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:

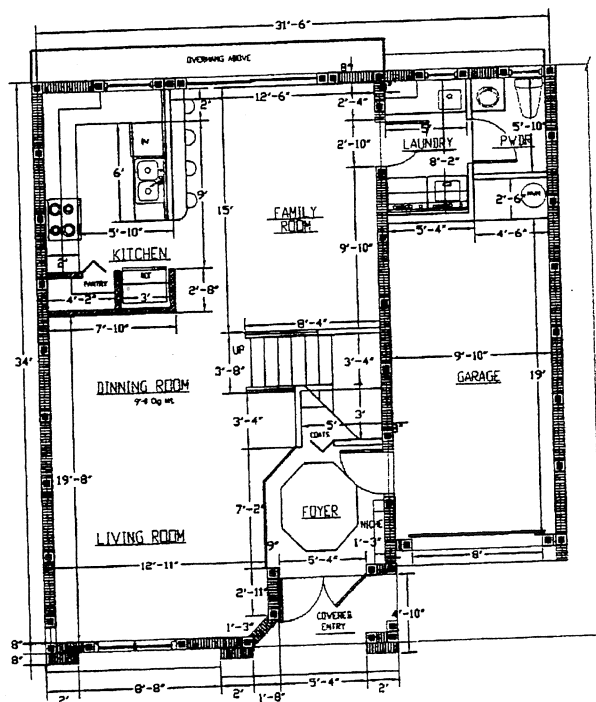
Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #7700
1721 North State Rd. 7
Margate, Florida 33063

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"HIDDEN COVE" A CONDOMINIUM
TYPICAL GROUND FLOOR PLAN

MODEL C-R

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:
Higgins-Dani & Associates, Inc.
Land Surveying
L.S. #1180
1721 North State Rd. 7
Margate, Florida 33063

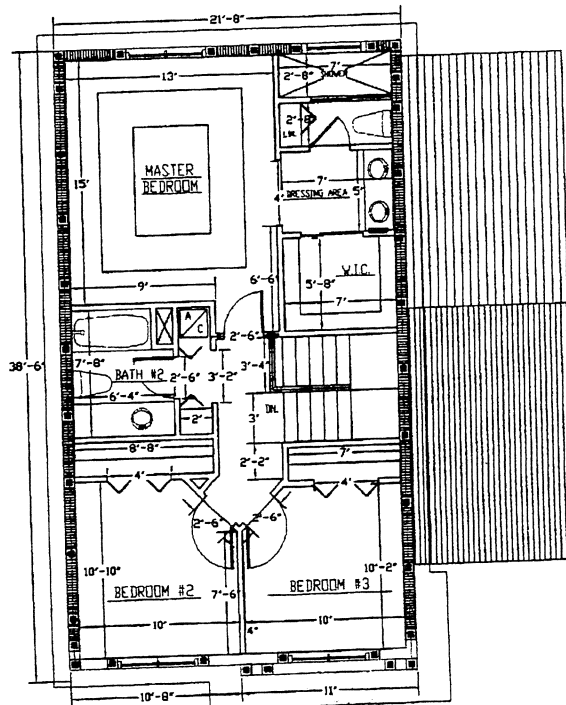
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL SECOND FLOOR PLAN

MODEL C-R

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:
Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #7700
1721 North State Rd. 7
Margate, Florida 33063

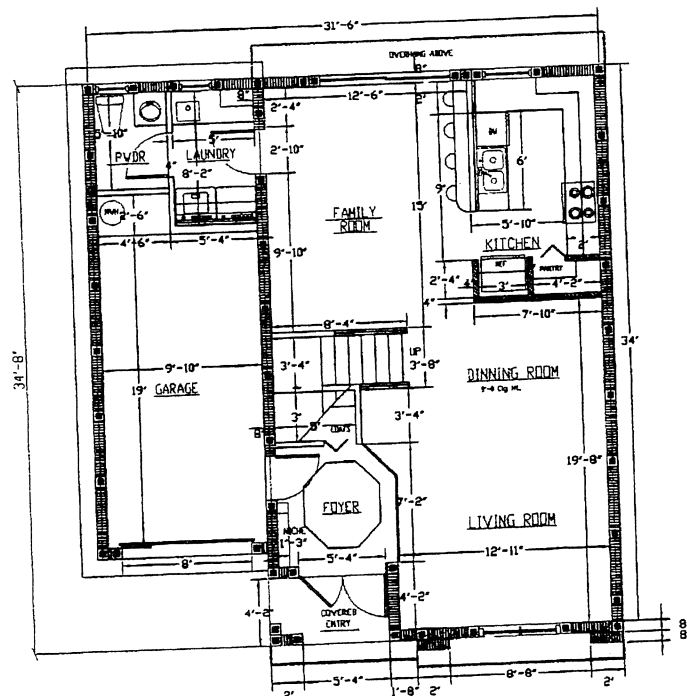
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL GROUND FLOOR PLAN

MODEL A-L

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:
Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #7189
1721 North State Rd. 7
Morgato, Florida 33083

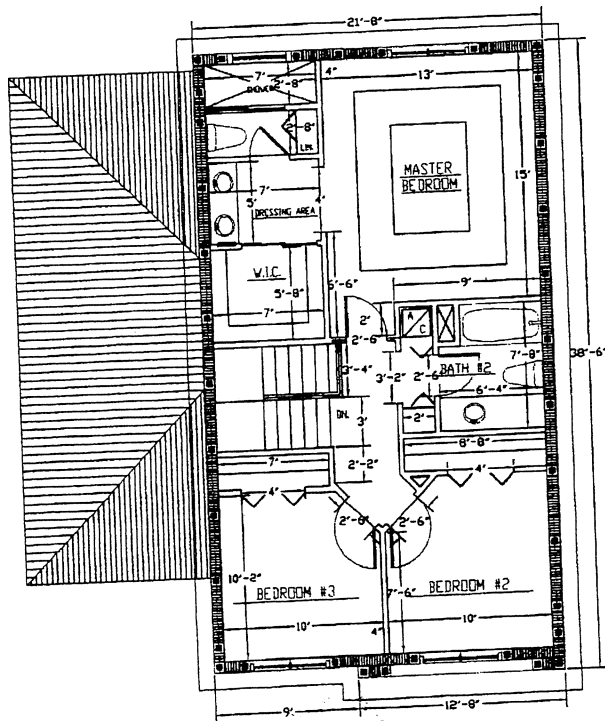
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL SECOND FLOOR PLAN

MODEL A-L

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED.
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS.

PREPARED BY:
Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #7100
1721 North State Rd. 7
Margate, Florida 33063

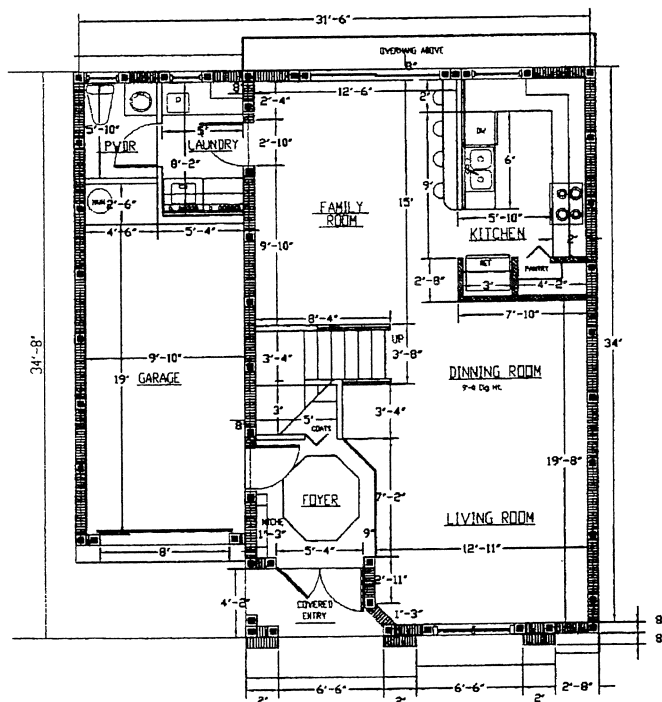
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL GROUND FLOOR PLAN

MODEL B-L

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:
Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #1188
1721 North State Rd. 7
Margate, Florida 33063

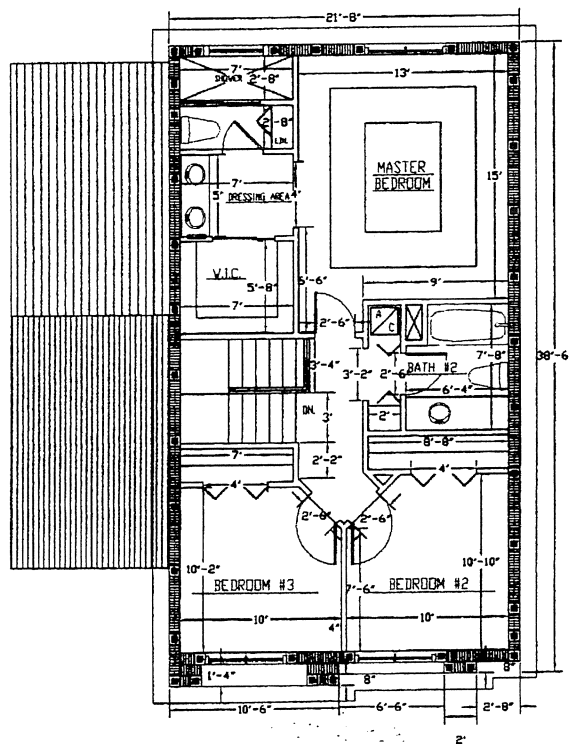
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"HIDDEN COVE" A CONDOMINIUM

TYPICAL SECOND FLOOR PLAN

MODEL B-L

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED

NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS

PREPARED BY:

Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #7100
1721 North State Rd. 7
Margate, Florida 33063

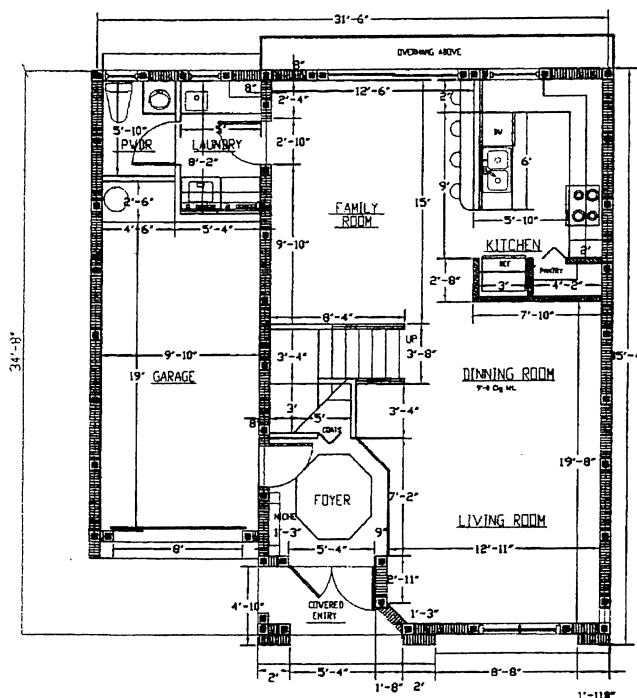
EXHIBIT A
DATE: 12/20/03
PAGE 31 OF 34

"HIDDEN COVE" A CONDOMINIUM

TYPICAL GROUND FLOOR PLAN

MODEL C-L

SCALE: 1/8" = 1'-0"



NOTICE:
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AS PER ARCHITECTURAL PLANS

PREPARED BY:
Higgins-Deni & Associates, Inc.
Land Surveying
L.S. 17108
1721 North State Rd. 7
Margate, Florida 33063

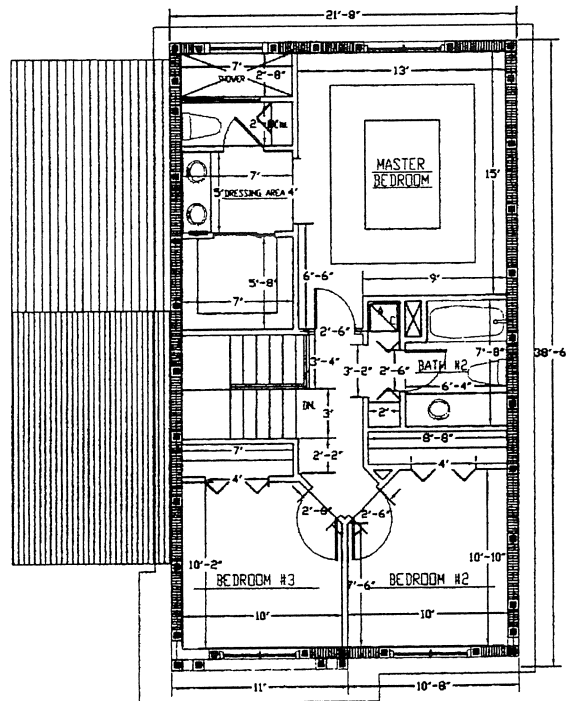
EXHIBIT A
DATE: 12/20/03
PAGE 32 OF 34

"HIDDEN COVE" A CONDOMINIUM

TYPICAL SECOND FLOOR PLAN

MODEL C-L

SCALE: 1/8" = 1'-0"



NOTICE:
ALL IMPROVEMENTS SHOWN ARE PROPOSED
NOTICE: DIMENSIONS SHOWN HEREON ARE
AS PER ARCHITECTURAL PLANS.

PREPARED BY:
Higgins-Deni & Associates, Inc.
Land Surveying
L.S. #7168
1721 North State Rd. 7
Margate, Florida 33063

HIDDEN COVE CONDOMINIUM

UNDIVIDED SHARE IN COMMON ELEMENTS, COMMON EXPENSES, AND COMMON SURPLUS
 THE SHARE, EXPRESSED AS A PERCENTAGE OF THE COMMON ELEMENTS, COMMON
 EXPENSES, AND COMMON SURPLUS ARRURTENANT TO EACH UNIT IS AS FOLLOWS:

<u>BUILDING #</u>	<u>ADDRESS No.</u>	<u>TYPE</u>	<u>AREA IN S/F</u>	<u>PERCENTAGE</u>
1	6501 HIDDEN COVE DRIVE		1677	2.17%
1	6507 HIDDEN COVE DRIVE		1677	2.17%
1	6613 HIDDEN COVE DRIVE		1677	2.17%
1	6519 HIDDEN COVE DRIVE		1677	2.17%
1	6525 HIDDEN COVE DRIVE		1677	2.17%
1	6531 HIDDEN COVE DRIVE		1677	2.17%
2	6537 HIDDEN COVE DRIVE		1677	2.17%
2	6543 HIDDEN COVE DRIVE		1677	2.17%
2	6549 HIDDEN COVE DRIVE		1677	2.17%
2	6555 HIDDEN COVE DRIVE		1677	2.17%
3	6500 HIDDEN COVE DRIVE		1677	2.17%
3	6506 HIDDEN COVE DRIVE		1677	2.17%
3	6512 HIDDEN COVE DRIVE		1677	2.17%
3	6518 HIDDEN COVE DRIVE		1677	2.17%
4	6524 HIDDEN COVE DRIVE		1677	2.17%
4	6530 HIDDEN COVE DRIVE		1677	2.17%
4	6536 HIDDEN COVE DRIVE		1677	2.17%
4	6542 HIDDEN COVE DRIVE		1677	2.17%
4	6548 HIDDEN COVE DRIVE		1677	2.17%
4	6554 HIDDEN COVE DRIVE		1677	2.17%
5	6560 HIDDEN COVE DRIVE		1677	2.17%
5	6566 HIDDEN COVE DRIVE		1677	2.17%
5	6572 HIDDEN COVE DRIVE		1677	2.17%
5	6578 HIDDEN COVE DRIVE		1677	2.17%
5	6584 HIDDEN COVE DRIVE		1677	2.17%
5	6590 HIDDEN COVE DRIVE		1677	2.17%
6	6620 HIDDEN COVE DRIVE		1677	2.17%
6	6626 HIDDEN COVE DRIVE		1677	2.17%
6	6632 HIDDEN COVE DRIVE		1677	2.17%
6	6638 HIDDEN COVE DRIVE		1677	2.17%
6	6644 HIDDEN COVE DRIVE		1677	2.17%
6	6650 HIDDEN COVE DRIVE		1677	2.17%
7	6627 HIDDEN COVE DRIVE		1677	2.17%
7	6633 HIDDEN COVE DRIVE		1677	2.17%
7	6639 HIDDEN COVE DRIVE		1677	2.17%
7	6645 HIDDEN COVE DRIVE		1677	2.17%
7	6651 HIDDEN COVE DRIVE		1677	2.17%
7	6657 HIDDEN COVE DRIVE		1677	2.17%
8	6603 HIDDEN COVE DRIVE		1677	2.17%
8	6609 HIDDEN COVE DRIVE		1677	2.17%
8	6615 HIDDEN COVE DRIVE		1677	2.17%
8	6621 HIDDEN COVE DRIVE		1677	2.17%
9	6596 HIDDEN COVE DRIVE		1677	2.17%
9	6602 HIDDEN COVE DRIVE		1677	2.17%
9	6608 HIDDEN COVE DRIVE		1677	2.17%
9	6614 HIDDEN COVE DRIVE		1677	2.17%
<u>TOTAL</u>			<u>77,142</u>	<u>100%</u>

EXHIBIT A
 DATE: 12/20/03
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EXHIBIT "II"

TO

DECLARATION OF CONDOMINIUM

HIDDEN COVE, A CONDOMINIUM

(Share of Common Expenses, Common Elements and Common Surplus)

HIDDEN COVE CONDOMINIUM

UNDIVIDED SHARE IN COMMON ELEMENTS, COMMON EXPENSES, AND COMMON SURPLUS
 THE SHARE, EXPRESSED AS A PERCENTAGE OF THE COMMON ELEMENTS, COMMON
 EXPENSES, AND COMMON SURPLUS APPURTENANT TO EACH UNIT IS AS FOLLOWS:

<u>BUILDING #</u>	<u>ADDRESS No.</u>	<u>TYPE</u>	<u>AREA IN S/F</u>	<u>PERCENTAGE</u>
1	8501	HIDDEN COVE DRIVE	1677	2.17%
1	8507	HIDDEN COVE DRIVE	1677	2.17%
1	8613	HIDDEN COVE DRIVE	1677	2.17%
1	8519	HIDDEN COVE DRIVE	1677	2.17%
1	8525	HIDDEN COVE DRIVE	1677	2.17%
1	8531	HIDDEN COVE DRIVE	1677	2.17%
2	8537	HIDDEN COVE DRIVE	1677	2.17%
2	8543	HIDDEN COVE DRIVE	1677	2.17%
2	8548	HIDDEN COVE DRIVE	1677	2.17%
2	8555	HIDDEN COVE DRIVE	1677	2.17%
3	8500	HIDDEN COVE DRIVE	1677	2.17%
3	8508	HIDDEN COVE DRIVE	1677	2.17%
3	8512	HIDDEN COVE DRIVE	1677	2.17%
3	8518	HIDDEN COVE DRIVE	1677	2.17%
4	8524	HIDDEN COVE DRIVE	1677	2.17%
4	8530	HIDDEN COVE DRIVE	1677	2.17%
4	8536	HIDDEN COVE DRIVE	1677	2.17%
4	8542	HIDDEN COVE DRIVE	1677	2.17%
4	8548	HIDDEN COVE DRIVE	1677	2.17%
4	8554	HIDDEN COVE DRIVE	1677	2.17%
5	8560	HIDDEN COVE DRIVE	1677	2.17%
5	8566	HIDDEN COVE DRIVE	1677	2.17%
5	8572	HIDDEN COVE DRIVE	1677	2.17%
5	8578	HIDDEN COVE DRIVE	1677	2.17%
5	8584	HIDDEN COVE DRIVE	1677	2.17%
5	8590	HIDDEN COVE DRIVE	1677	2.17%
6	8620	HIDDEN COVE DRIVE	1677	2.17%
6	8628	HIDDEN COVE DRIVE	1677	2.17%
6	8632	HIDDEN COVE DRIVE	1677	2.17%
6	8638	HIDDEN COVE DRIVE	1677	2.17%
6	8644	HIDDEN COVE DRIVE	1677	2.17%
6	8650	HIDDEN COVE DRIVE	1677	2.17%
7	8627	HIDDEN COVE DRIVE	1677	2.17%
7	8633	HIDDEN COVE DRIVE	1677	2.17%
7	8639	HIDDEN COVE DRIVE	1677	2.17%
7	8645	HIDDEN COVE DRIVE	1677	2.17%
7	8651	HIDDEN COVE DRIVE	1677	2.17%
7	8657	HIDDEN COVE DRIVE	1677	2.17%
8	8603	HIDDEN COVE DRIVE	1677	2.17%
8	8609	HIDDEN COVE DRIVE	1677	2.17%
8	8615	HIDDEN COVE DRIVE	1677	2.17%
8	8621	HIDDEN COVE DRIVE	1677	2.17%
9	8596	HIDDEN COVE DRIVE	1677	2.17%
9	8602	HIDDEN COVE DRIVE	1677	2.17%
9	8608	HIDDEN COVE DRIVE	1677	2.17%
9	8614	HIDDEN COVE DRIVE	1677	2.17%
<u>TOTAL</u>			<u>77.142</u>	<u>100%</u>

EXHIBIT A
 DATE: 12/20/03

EXHIBIT "III"
TO
DECLARATION OF CONDOMINIUM
HIDDEN COVE, A CONDOMINIUM

(Articles of Incorporation of Hidden Cove of Davie Condominium Association, Inc.)

ARTICLES OF INCORPORATION
OF
HIDDEN COVE OF DAVIE CONDOMINIUM ASSOCIATION, INC.
a corporation not-for-profit

The undersigned incorporators, hereby associate themselves together for the purpose of forming a non-profit corporation under laws of the State of Florida, pursuant to Florida Statute 617, and hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME AND DEFINITIONS

The name of the corporation shall be **HIDDEN COVE OF DAVIE CONDOMINIUM ASSOCIATION, INC.** For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as the Articles, the By-Laws of the Association as By-Laws, and the Declaration of Condominium as the Declaration.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (as defined in Florida Statutes 718, et seq.) as it exists on the date hereof (the "Act") for the operation of that certain condominium in Broward County, Florida, known as **HIDDEN COVE, A CONDOMINIUM**. Said Condominium is herein called "Condominium" and the Declaration of Condominium whereby the same has or will be created is hereby called "Declaration". The land of the condominium is that property lying and being situated in Broward County, Florida:

Parcel "A" of HIDDEN COVE, according to the Plat thereof, as recorded in Plat Book 171 at Pages 91 thru 93 of the Public Records of Broward County, Florida.

and as such Association, to operate and administer said Condominium and to carry out the functions and duties of said Condominium as set forth in the Declaration of Condominium of **HIDDEN COVE, A CONDOMINIUM**, when recorded in the Public Records of Broward County.

ARTICLE III

POWERS

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

- 3.1 Enumeration. The Association shall have all of the powers and duties set forth in the Florida Condominium Act, these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as it may be amended from time to time.
- 3.2 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.
- 3.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in acceptance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.
- 3.4 Distribution of Income. The Association shall make no distribution of income to its members, directors, or officers.
- 3.5 Specific Powers. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the units and Common Elements within that certain tract of property described above in Article II, and to promote for the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles including but not limited to the following powers:
 - A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium, by the Developer, dated the 13 day of February, 2004 hereinafter and above called the "Declaration" applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Broward County, Florida, and as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein.
 - B. Fix, levy, collect and enforce payments by any lawful means, all charges or assessments pursuant to the terms of the Declaration: to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property the Association might own from time to time.

- C. Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- D. Borrow money, and with the assent if two-thirds (2/3rds) of all members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- E. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that such annexation shall be in accordance with the provisions of the Declaration and any such merger or consolidation shall have the assent of two-thirds (2/3rds) of all the members.
- F. Dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale or transfer;
- G. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV

MEMBERS

- 4.1 Membership. The members of the Association shall consist of all of the record owners of the units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.
- 4.2 Evidence. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by (a) recording in the public records of Broward County, Florida, a certificate of the Association stating the approval required by the Declaration, (b) recording in the public records of Broward County, Florida a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.
- 4.3 Assignment. 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 the unit for which that share is held.

- 4.4 No officer, director, or member shall be personally liable for any debt or other obligation of this corporation, except as provided for in the Declaration of Condominium; the By-Laws, and the Articles of Incorporation.
- 4.5 Each member will be restricted to one (1) vote, except in all elections for directors, each member shall have the right to vote, in person or by proxy, as set forth in the By-Laws.
- 4.6 A Membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single unit in the condominium.
- 4.7 Every person or entity who is a record Owner of a fee or undivided fee interest in any unit, within the above described subdivision shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association. Such membership shall automatically terminate when such person is no longer the record owner of a condominium unit.
- 4.8 Subject to the foregoing, admission to and termination of membership, shall be governed by the Declaration of Condominium that is filed for said condominium among the public records of Broward County, Florida.

ARTICLE V

The period of duration of this Association shall be perpetual.

ARTICLE VI

DIRECTORS

- 6.1 Number and qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors must be members of the Association, except for the initial member of the board of directors.
- 6.2 Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.
- 6.3 Election; removal. Directors of the Association shall be elected at the annual

meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

- 6.4 Term of first directors. The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before time for the election of their successors by the members other than the developer shall be filled by the remaining first directors, or if there are none, then by the developer.

- 6.5 First directors. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Troy A. Ippolito
313 S.E. 6th Street
Dania, Florida 33004

Frank C. Ippolito
200 Holiday Drive
Hallandale, Florida 33009

Gloria Ippolito
200 Holiday Drive
Hallandale, Florida 33009

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President	Troy A. Ippolito	313 S.E. 6 th Street Dania, Florida 33004
Vice-President/ Secretary	Frank C. Ippolito	200 Holiday Drive Hallandale, Florida 33009
Assistant Secretary	Gloria Ippolito	200 Holiday Drive Hallandale, Florida 33009

ARTICLE VIII

BY-LAWS

The By-Laws of the corporation shall initially be made and adopted by its first board of directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

Prior to the time that the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, the By-Laws may be amended, altered, supplemented, or modified by the membership, at the annual meeting, or at a duly convened special meeting of the membership, attended by at least fifty-one (51%) of the entire membership.

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

- 9.1 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.
- 9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Except as elsewhere provided, the approvals must be either by
 - A. Not less than seventy-five (75%) percent of the entire membership of the board of directors and by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association; or
 - B. Not less than seventy-five (75%) percent of the votes of the entire membership of the Association.
- 9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights of property rights of members, nor any changes in Section 3.3 to 3.5 of Article 3, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that are in conflict with the Condominium Act or the Declaration of Condominium.
- 9.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the public records of Broward County, Florida.

ARTICLE X

REGISTERED AGENT

The name of the initial registered agents and the street address of the initial registered offices are: L. Michael Osman – 1474-A West 84th Street Hialeah, Florida 33014 and Hidden Cove of Davie Condominium Association, Inc. – 200 Holiday Drive Hallandale, Florida 33009.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3rds) of the total number of eligible votes as provided for in the By-Laws. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, or distributed to the members as appurtenances (if real property or any interest therein) to the member's lots, subject to any and all applicable laws. This Article is subject to provisions of 617.05 of the Florida Statutes and Florida Statutes 718.117.

ARTICLE XII

SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is as follows:

Frank C. Ippolito
200 Holiday Drive
Hallandale, Florida 33009

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 13 day of February, 2004.


Frank C. Ippolito

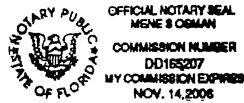
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of February, 2004 by Frank C. Ippolito. He is ☒ personally known to me or who has produced _____ as identification and () did or ☒ did not take an oath.


Notary Public

My commission expires:



STATE OF FLORIDA

DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the Service of Process
Within This State, Naming Agent Upon Whom Process May Be Served and Names and Addresses
of the Officers and Directors.

The following is submitted, in compliance with Chapter 48.091, Florida Statutes:

Hidden Cove of Davie Condominium Association, Inc., a corporation organized (or
organizing) under the laws of the State of Florida with its principal office at 200 Holiday Drive
Hallandale, County of Broward, State of Florida, has named L. Michael Osman located at 1474-A
West 84 Street, Hialeah, Florida 33014 as its agent to accept service of process within this State.

OFFICERS:

<u>NAME:</u>	<u>TITLE</u>	<u>SPECIFIC ADDRESS</u>
Troy C. Ippolito	President	313 S.E. 6 th Street Dania, Florida 33004
Frank C. Ippolito	Vice-President/ Secretary	200 Holiday Drive Hallandale, Florida 33009
Gloria Ippolito	Assistant Secretary	200 Holiday Drive Hallandale, Florida 33009

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process; to keep office open during
prescribed hours; to post my name (and any other officers of said corporation authorized to accept
service of process at the above Florida designated address) in some conspicuous place in office as
required by law.


Resident Agent

EXHIBIT "IV"
TO
DECLARATION OF CONDOMINIUM
HIDDEN COVE, A CONDOMINIUM

(By-Laws of Hidden Cove of Davie Condominium Association, Inc.)

BY-LAWS OF
HIDDEN COVE OF DAVIE CONDOMINIUM ASSOCIATION INC.

**A corporation not for profit organized
under the laws of the State of Florida**

1. Identity. These are the duly adopted By-Laws of HIDDEN COVE OF DAVIE CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of governing, managing and administering that certain condominium located in -Broward County, Florida, and known as HIDDEN COVE a Condominium (the "Condominium") and to exercise all powers granted to it as a Condominium Association.
 - 1.1 Principal Office. The principal office of the Association shall be at 200 Holiday Drive Hallandale, Florida 33009, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
 - 3.1 The annual members' meeting shall be held on January 25 of each year unless otherwise determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless

changed by the Board of Directors, the first annual meeting shall be held during the month of January following the year in which the Declaration is filed and annually thereafter.

- 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given as provided below.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representatives) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 50% of the votes of members in good standing.
- 3.5 Voting.
- A. Number of Votes. In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

- B. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes of members and not majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
 - C. Voting Member. If a Unit is owned by one person, their right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.
- 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 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 person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners, but no person other than a designee of the Developer may hold more than 5 proxies.

- 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- A. As required by 61B-23.0021 of the Florida Administrative Code – the first order of business shall be the collection of election ballots;
 - B. Call to order by President;
 - C. Appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - D. Proof of notice of the meeting or waiver of notice;
 - E. Reading of minutes;
 - F. Reports of officers;
 - G. Reports of committees;
 - H. Appointment of inspectors of election;
 - I. Election of Directors;
 - J. Unfinished business;
 - K. New business;
 - L. Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 3.10 Delinquent Owners. If any Assessments or portions thereof imposed against a Unit Owner remain unpaid for thirty (30) days after the date due and payable, such Unit Owner's voting rights in the Association shall not be suspended.

- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, 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 (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9), directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of the Developer, must be Unit Owners.

- 4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- A. Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- B. The members of the Board of Directors shall be elected by written ballot. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the Association not less than 40 days before a scheduled election. The provisions of Florida Statute 718.112(2)(d)3 shall control in any event.
- C. The election shall be by written ballot and by a plurality of the votes cast, each person 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.

- 4.3 Vacancies and Removal.

- A. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- B. Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a

special meeting of members called for that purpose or by written agreement signed by a majority of the owners of all Units. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

- C. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- D. If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within those jurisdiction the Condominium lies 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 and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), 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 Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within fourteen (14) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Notices of the meeting shall be in writing and otherwise in accordance with the provisions of Florida Statute 718.112(2)(c).
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the

Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

- 4.7 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required by Florida Statute 718.112(2)(c) which provides that notice must be posted conspicuously 48 continuous hours preceding the meeting and the notice shall specifically incorporate an identification of agenda items.
- 4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall be recorded as an approval of that Director of the business conducted at the meeting, but in any event such may not be used as a vote for or against the action

takes and may not be used for purposes of creating a Quorum – as provided in Florida Statutes 718.112(2)(b)4.

- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- A. Proof of due notice of meeting;
 - B. Reading and disposal of any unapproved minutes;
 - C. Reports of officers and committees;
 - D. Election of officers;
 - E. Unfinished business;
 - F. New business;
 - G. Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided.

The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such directors, the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the directors elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors when (a) Three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; or (b) three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or (e) seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s.718.403, 7 years after recordation of the declaration creating the initial phase. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer may turn over control of the Association to Unit Owners other than as above stated prior to such dates in its sole discretion provided all requirements of Florida Statutes 718.301(5) are otherwise complied with.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the developer shall deliver to the Association at Developer's expense,

all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

- A. The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- B. A certified copy of the Articles of Incorporation of the Association.
- C. A copy of the By-Laws of the Association.
- D. The minute books, including all minutes, and other books and records of the Association, if any.
- E. Any house rules and regulations which have been adopted.
- F. Resignations of resigning officers and Board members who were appointed by the Developer.
- G. The financial records, including financial statements of the association, and source documents from the incorporation of the association through the date of turnover. The records shall be audited for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amounts of assessments.
- H. Association funds or the control thereof.
- I. All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- J. A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the

- mechanical components serving the Improvements at the Condominium Property.
 - K. Insurance policies.
 - L. Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
 - M. Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
 - N. All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
 - O. A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
 - P. Leases of the Common Elements and other Leases to which the Association is a party, if applicable.
 - Q. Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
 - R. All other contracts to which the Association is a party.
5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- A. Operating and maintaining the Common Elements.
 - B. Determining the expenses required for the operation of the Condominium and the Association.
 - C. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
 - D. Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
 - E. Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

- F. Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- G. Purchasing units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- H. Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- I. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- J. Obtaining and reviewing insurance for the Condominium Property.
- K. Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- L. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- M. Levying fines against appropriate Unit Owners for violations of the Declaration and rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed \$50.00 nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit.
- N. Purchasing or leasing Units for use by resident superintendents and other similar persons.
- O. Borrowing money on behalf of the condominium when required in connection with the maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$25,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion

thereof as his interest in his Common Elements bears to the interest of all the Unit Owners 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, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns a Unit for sale in the ordinary course of business.

- P. Contracting for the management and maintenance of the condominium Property and authorizing a management agent (who 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, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- Q. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.
- R. Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- S. However the Association shall not have the right to suspend the right of any Unit Owner to vote or use the recreation facilities of the Condominium.
- T. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case.
- U. Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- V. Creating a working capital fund for the Association's operations in the initial amount of \$18,400.00 (\$400 per unit) for each unit.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors) , all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving 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 shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 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 of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Annual Budget.

- A. Adoption by Board: Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in Florida Statute 718.113(1), the budget or a schedule attached thereto shall show amounts budgeted therefor.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to roof reserves, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may

adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. However, prior to turnover of control of an Association by a developer to unit owners other than a developer pursuant to F.S.718.301, the developer may vote to waive the reserves for the first two years of the operation of the Association, beginning with the fiscal year in which the initial declaration is recorded with the vote taken each fiscal year and shall be effective for only one annual budget, after which time reserves may only be waived or reduced upon the vote of majority of nondeveloper voting interests present at a duly called meeting of the Association. If a meeting of the unit owners have been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests voting in person or by limited proxy at a duly called meeting of the association.

Prior to turnover of control of the association pursuant to Section, the developer controlled association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy.

These accounts shall include, but not be limited to, building painting, roof reserves for roof replacement and pavement resurfacing. The amount of reserves shall be computed by dividing the estimated replacement cost of the item by its estimated remaining useful life pursuant to Sec. 718.112..

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any

year exceeding one hundred fifteen percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, the special meeting of the Unit Owners shall be held within sixty (60) days after adoption of the budget and notice of the special meeting shall be hand delivered or mailed to each unit owner at least 14 days prior to such special meeting. The adoption of said budget shall require a vote of a majority of the total voting interests (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.
- (v) The Board shall establish a working capital fund and members shall be required to contribute a one time contribution of \$400.00 at the time of their purchase of a Unit.

- B. Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

- 9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each

quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 9.3 Extraordinary for Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished at the expense of an owner, other services furnished for the benefit of an owner and fines and damages and other sums due from such Owner.
- 9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments provided in all events that same shall comply with the provisions of F. S. 718.116(10) and 718.103(1).
- 9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may not be commingled in a single fund and must be divided into more than one fund, as determined by a majority of the Board of Directors. Reserve funds and operating funds cannot be commingled except for investment purposes.

- 9.6 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remaining installments of the Assessments upon the filing of a claim of lien for the delinquent assessments, which shall then be due and payable on the date the claim of lien is filed and shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.
- 9.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense. The corporation shall procure, maintain keep in full force and effect, all insurance required by the Declaration pursuant to the provisions of the Declaration.
- 9.75 Insurance. The corporation shall procure, maintain and keep in full force and effect all insurance required by the Declaration pursuant to the provisions of the Declaration.
- 9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, 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 (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;

- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance and any other category for which the association maintains a reserve account or accounts.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

9.10 Notice of Meetings. 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.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

12. Amendments. Except as in the Declaration provided otherwise, the e By-Laws may be amended in the following manner:

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

12.2 Adoption. Unless a greater percentage vote is mandated by the Declaration a resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors at a meeting of

the membership attended by at least fifty-one (51%) of the entire membership. The approval must be:

- (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
- (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or
- (c) by not less than 100% of the entire Board of Directors.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the official Records Book and Page of said Public Records where the Declaration is recorded.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Further, the Board of Directors may from time to time adopt additional rules and regulations governing the details of the operation and use of the common elements and

such other rules and regulations as are designed to prevent unreasonable interference with the use of the units, the limited common elements and common elements by the members, and all member shall abide thereby provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect. Those restrictions appearing in Article XI of the Declaration of Condominium entitled "Purpose and Use Restrictions" together with the Rules and Regulations attached hereto as Exhibit "A" are declared to be house rules and regulations as well as covenants and conditions running with the condominium property. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Construction. 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.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision thereof.
16. Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:
 - (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current Rules and Regulations of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;

- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certificates, and if known, telephone numbers;
- (h) All current insurance policies of the Association and the Condominium;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
 - (1) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (2) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (3) All audits, reviews, accounting statements, and financial reports of the Association or Condominium
 - (4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
- (l) Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which each proxy was given;
- (m) All rental records where the Association is acting as agent for the rental of Units.

The official records of the Association shall be maintained in the State in which the Condominium is located.

The official records of the Association shall be open to inspection by any Association member, his mortgagee(s) or the authorized representative of such member or mortgagee(s) at all reasonable times. Failure to permit inspection of the Association records by a Unit Owner or his representative as provided herein entitles any person prevailing in an enforcement action to recover reasonable

attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records. The right to inspect the official records herein granted includes the right to make or obtain copies thereof, at the reasonable expense, if any, of the member or his mortgagee(s).

- (n.) Upon written request from any of the agencies or corporations which has an interest or prospective interest in the condominium, the Condominium Association shall be required to prepare (or cause to be prepared) and furnish within a reasonable time an audited financial statement of the Condominium Association for the immediately preceding fiscal year.

17. Fines, Remedies and Assessments.

In satisfying the requirement that an association provide reasonable notice and an opportunity for a hearing before levying a fine against the owner of a unit, or its occupant, licensee, or invitee, for failure to abide by any provisions of the declaration, the association bylaws, or rules of the association, the association must adopt a written procedure, as part of the association by laws or rules, which at a minimum, provides that:

- (a) The association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its license or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.
- (b) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - 1. A statement of the date, time and place of the hearing;
 - 2. A statement of the provisions of the declaration, association by laws, or association rules which have allegedly been violated; and
 - 3. A short and plain statement of the matters asserted by the association.

- (c) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

The foregoing was adopted as the By-Laws of HIDDEN COVE OF DAVIE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 13 day of February, 2004.

Approved:

Frank C. Effel
President

Frank C. Effel
Secretary

EXHIBIT "V"
TO
DECLARATION OF CONDOMINIUM
HIDDEN COVE, A CONDOMINIUM

(Rules and Regulation of Hidden Cove of Davie Condominium Association, Inc.)

SCHEDULE "A"
TO
BY-LAWS
RULES AND REGULATIONS
FOR
HIDDEN COVE CONDOMINIUM OF DAVIE ASSOCIATION, INC.

1. The entrances, passages and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, or any other objects be stored therein.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No garbage cans, supplies, or other articles shall be placed on the Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or other portions of the Condominium Property, except as provided herein with respect to refuse containers.
4. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Broward County for disposal or collection by City of Davie County Waste Division shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.
5. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
6. No repair of vehicles shall be made on the Condominium Property.
7. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conve-

niences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or any other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the condominium Property, except signs used or approved by the Developer. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on the Common Elements.
11. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.
12. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium Property.
14. No window unit air-conditioning units may be installed by Unit Owners or occupants. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
15. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Association or Developer shall have the right to install and maintain community antenna, radio and television cables and lines, and security and communications systems.

16. No chain link fences shall be permitted on the Condominium Property or any portion thereof, except during construction by Developer.
17. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.
18. Pets, birds, fish and other animals shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
 - A. Dogs and cats shall not be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
 - B. Fish or caged domestic birds may be kept in the Units.
 - C. No pets or animals, weighing in excess of thirty (30) pounds shall be harbored on the Condominium Property or within the confines of a Unit, without the prior written consent of the Association. Such consent may be given upon such conditions as the Board of Directors may direct and shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time. Pets must be hand carried or leashed at all times when not within the Unit of the pet's owner. A determination by the Board of Directors, in its sole discretion, that a pet or animal maintained or harbored within a Unit creates a nuisance or is deemed to be an exotic pet or a dangerous pet shall be binding and conclusive on all parties. All unit owners with pets or animals shall be responsible for cleaning up any defecation from their pets and are solely responsible for any damages caused by said pets or animals.
19. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. However, the Association shall not have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other

remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, such fine or fines to be assessed as provided in the By-Laws.

20. These rules and regulations shall not apply to Institutional First Mortgagees, nor to the Units owned by such Mortgagees. All of these rules and regulations shall apply, however, to all other. Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

EXHIBIT "VI"
TO
DECLARATION OF CONDOMINIUM
HIDDEN COVE, A CONDOMINIUM

(Estimated Operating Budget and Reserve Schedule)

HIDDEN COVE OF DAVIE CONDOMINIUM ASSOCIATION, INC.
46 UNITS (Rounded)

ESTIMATED OPERATING BUDGET
(January 1, 2004 thru December 31, 2004)

<u>OPERATING EXPENSES</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Lake Maintenance	\$ 325.00	\$ 3,900.00
Landscape Maintenance and		
Common Elements Maintenance	\$ 1,500.00	\$ 18,000.00
Utilities: -- Electric	625.00	7,500.00
Pool and Cabana Cleaning	150.00	1,800.00
Water Services -- Pool and Cabana	100.00	1,200.00
Waste Collection (Indiv.)	N/A	N/A
Operating Capital	<u>300.00</u>	<u>3,600.00</u>
TOTAL OPERATING EXPENSES	\$ 3,000.00	\$ 36,000.00
<u>ADMINISTRATIVE EXPENSES</u>		
Administration of Association	25.00	300.00
Insurance	\$ 3,333.00	\$ 40,000.00
Management Fee	-0-	-0-
Supplies, Printing, Postage	25.00	300.00
Meetings	10.00	120.00
Legal	-0-	-0-
Audit	50.00	600.00
Rent for common facilities	N/A	N/A
Fla. Land Sales & Condos -- Fees	15.00	184.00
Security Provisions	N/A	N/A
Taxes Upon Association Property	N/A	N/A
Taxes Upon Leased Areas	N/A	N/A
Other Expenses	<u>15.00</u>	<u>180.00</u>
TOTAL ADMINISTRATIVE EXPENSES	\$ 3,473.00	\$ 41,684.00
<u>TOTAL RESERVES</u>	<u>\$ 1,046.00</u>	<u>\$ 12,552.00</u>
TOTAL OPERATIONS BUDGET	\$ 6,473.00	\$ 77,676.00
<u>CONDOMINIUM ASSESSMENT PER UNIT</u> (46) (estimated) (rounded) (includes reserves)	<u>\$ 164.00</u>	<u>\$ 90,228.00</u>

RESERVE SCHEDULE

(Rounded)

HIDDEN COVE OF DAVIE CONDOMINIUM ASSOCIATION, INC.46 UNITS

<u>RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE</u>	<u>ACCOUNT BALANCE</u>		
	<u>AT PERIOD INCEPTION</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Building Painting	-0-	\$ 417.00	\$ 5,000.00
Total Estimated Useful Life - 6 Years			
Estimated Replacement Cost: \$30,000.00			
Estimated Remaining Useful Life - 6 Years			
Roof Replacement and Repair:	-0-	\$ N/A	\$ N/A
Estimated Useful Life - 25 Years			
Estimated Replacement Cost: \$ N/A			
Estimated Remaining Useful Life - 25 Years			
(Each roof is maintained individually and separate from each other by the individual unit owner – see note I below)			
Pavement Resurfacing	-0-	\$ 202.00	\$ 2,290.00
(including streets and parking areas)			
Estimated Useful Life - 7 Years			
Estimated Replacement Cost: \$ 17,000.00			
Estimated Remaining Useful Life - 7 Years			
Water Systems and Pool			
<u>Pump and Common Area Sprinkler System</u>	-0-	\$ 42.00	\$ 500.00
Estimated Useful Life - 10 Years			
Estimated Replacement Costs: \$ 5,000.00			
Estimated Remaining Useful Life - 10 Years			
<u>Pump and Water Distribution – Pool</u>	-0-	\$ 36.00	\$ 429.00
Estimated Useful Life - 7 Years			
Estimated Replacement Costs: \$ 3,000.00			
Estimated Remaining Useful Life - 7 Years			

<u>Pool Resurfacing</u>	-0-	\$ 21.00	\$ 250.00
Estimated Useful Life - 12 Years			
Estimated Replacement Costs: \$ 3,000.00			
Estimated Remaining Useful Life - 12 Years			
<u>Cabana Roof Replacement</u>	-0-	\$ 10.00	\$ 120.00
Estimated Useful Life - 25 Years			
Estimated Replacement Costs: \$ 3,000.00			
Estimated Remaining Useful Life - 25 Years			
<u>Cabana Building Painting and Resurface of Pool Deck</u>	-0-	\$ 58.00	\$ 700.00
Estimated Useful Life - 6 Years			
Estimated Replacement Costs: \$ 4,200.00			
Estimated Remaining Useful Life - 6 Years			
Entrance Feature Fencing and Perimeter Wall	-0-	\$ 200.00	\$ 2,400.00
<u>Perimeter Wall</u>			
Estimated useful Life - 25 Years			
Estimated Replacement Cost: \$ 60,000.00			
Estimated Remaining Useful Life - 25 Years			
<u>Maintenance and Repainting of Wall and Fence</u>	-0-	\$ 71.00	\$ 857.00
Estimated useful Life - 7 Years			
Estimated Replacement Cost: \$ 12,000.00			
Estimated Remaining Useful Life - 7 Years			
<u>TOTAL RESERVES</u>	<u>\$ -0-</u>	<u>\$ 1,046.00</u>	<u>\$12,546.00</u>

Notes:

- I. Please refer specifically to Article 5.3.2 of the Declaration of Condominium which provides (among a list of others) that each individual roof and the trusses which support same are a limited common element reserved for the exclusive use of each unit owner. More specifically, each unit owner is individually responsible for the maintenance, repair and replacement of their roof and trusses and no amount of reserve(s) are maintained or collected for that purpose.

EXHIBIT "VII"

TO

DECLARATION OF CONDOMINIUM

HIDDEN COVE, A CONDOMINIUM

(Consent of Mortgagee)

CONSENT OF MORTGAGEE TO RECORDING
OF DECLARATION OF CONDOMINIUM

FRANK IPPOLITO, TRUSTEE, ("Mortgagee"), the owner and holder of that certain Mortgage dated October 24, 2002 executed by **CLASSIC TOWNHOMES, INC., a Florida corporation**, ("Mortgagors"), in favor of the Mortgagee, and filed for record on November 12, 2002 and recorded in Official Records Book 34084 at Page 630 of the Public Records of Broward County, Florida.

WHEREAS, the Mortgage encumbers real property described in the Declaration of Condominium of the **HIDDEN COVE**, a condominium, being legally described as:

Parcel "A" of HIDDEN COVE, according to the Plat thereof, as recorded in Plat Book 171 at Pages 91 thru 93 of the Public Records of Broward County, Florida

WHEREAS, the Mortgagor-Developer of the condominium requested the Mortgagee to consent to the recording of the foregoing Declaration of Condominium; and

NOW, THEREFORE, the Mortgagee consents to the recordation of the Declaration of Condominium for **HIDDEN COVE**, a condominium.

The Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration of Condominium, any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Condominium, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration of Condominium or the prospectus, (if any) or other documents, issued by the Developer in connection with the promotion of the condominium. None of the representations contained in the prospectus, (if any) or other documents, shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligation on the Mortgagee to any person relying thereon. This Consent is limited to the purposes and requirements of Section 718.104 (3), Florida Statutes (1981), and does not affect the rights and remedies of the Mortgagee as set forth in the Mortgage, and as set forth in the Declaration.

EXECUTED at MIAMI, MIAMI-DADE County, Florida this 13 day of February, 2004.

WITNESSES:

FRANK IPPOLITO, TRUSTEE

Print name of witness: L. Michael Cohan

Print name of witness: ANA Rodriguez



STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of February, 2004 by FRANK IPPOLITO, TRUSTEE ☒ who is personally known to me or () who has produced _____ as identification and () who did or ☒ did not take an oath.



Notary Public, State of Florida

My commission expires:

