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This Instrument
Prepared by:
Joseph C. Bricketto
2582 S.E. 8th Street
Pompano Beach, FL.
33062

DECLARATION OF CONDOMINIUM
OF
EAGLE'S NEST TOWNHOMES,
A CONDOMINIUM

BRICKETTO FLAMINI DEVELOPERS, INC., a Florida corporation ("Developer"), as the owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Eagle's Nest Townhomes, A Condominium ("Declaration") to be recorded amongst the Public Records of Broward County, Florida, where the Land is located and states and declares:

SUBMISSION TO CONDOMINIUM ACT. By this Declaration of Condominium, Developer hereby submits to condominium ownership under and pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as the same may be from time to time amended (the "Condominium Act"), that certain 2.460 plus or minus acre tract of land situate in the City of Coral Springs, Broward County, Florida, which is designated on Exhibit "A" to this Declaration of Condominium, and incorporated herein by reference as the Phase I Property together with all improvements situate thereon. The Phase I property shall contain twenty-three (23) units located within four residential buildings, and a recreational area and swimming pool which shall be located as shown on Exhibit "B-1" to this Declaration and consists of: (i) one outdoor swimming pool of approximately twenty (20) feet by forty (40) feet in dimension, with a depth varying from three (3) to six (6) feet, with a capacity of approximately twenty five (25) persons with a deck approximately two thousand square feet in area having a seating capacity of approximately fifty persons and (ii) a cabana approximately fourteen feet by sixteen feet containing a men's room consisting of one urinal, one water closet and one lavatory, and a women's room containing two water closets and one lavatory. The above described recreational facilities will be owned as a common element by all unit owners. No further recreational facilities or personal property will be added in Phases II or III.


1. The name by which this condominium is to be identified is EAGLE'S NEST TOWNHOMES, a Condominium.

2. Definitions. The terms used in this Declaration and in its Exhibits, including the Articles of Incorporation and By-Laws of EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment owner means unit owner as defined by the Condominium Act.

2.3 Association means EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit and its successors.

WILL CALL: 
Pamela S. Moore, Vice President
CHICAGO TITLE INSURANCE AGENCY, INC.
3300 University Drive, Suite 515
Coral Springs, Florida 33065
Our File No. 14153

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2.4 "Common elements" means the portion of the condominium property which are not included in the units.

2.5 "Association property" includes that property, real and personal, in which title or ownership is vested in the association for the use and benefit of its members.

2.6 Limited common elements are those portions of common elements which are reserved for or attributable to the exclusive use of a unit owner, whether such use is assigned as an appurtenance to a unit or separate thereto.

2.7 Common expenses includes:

- a. Expenses of administration and management of the Condominium property.
- b. Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements and of the portions of the units, if any, to be maintained by the Association.
- c. Expenses of maintenance, operation, repair or replacement of the Recreational Area and Other Commonly Used Facilities and of the easements for ingress and egress. The common expenses of this paragraph shall be paid to EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC. in the manner provided by this Declaration of Condominium.
- d. Costs and expenses of capital improvements and betterments and/or additions to the common elements and facilities.
- e. That portion of the expenses of the administration and management of the Association attributable to the Condominium, as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.
- f. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws of the Association.
- g. Any valid charge against the Condominium property as a whole.

2.8 Institutional Mortgagee means a bank, savings and loan association, insurance agency or union pension fund authorized to do business in the United States of America, an agency of the United States government, a Real Estate or Mortgage Investment Trust, or a Lender generally recognized in the community as an institutional-type lender, including the Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and the Developer.

2.9 Utility services shall include, but not be limited to electric power, gas, water, air conditioning, heating and refrigeration and garbage and sewerage disposal.

2.10 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

3. Development Plan. The condominium is described and established as follows:

3.1 A survey of the land and graphic description of the improvements in which units are located which identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions, are attached hereto as Exhibit B

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangements to all units so long as Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided further, that an amendment for such propose need be signed and acknowledged only by the Developer and need not be elsewhere required for an amendment. Developer does not, however, reserve the right to construct additional recreational facilities without the approval of at least eighty percent (80%) of the members of the Association, as is provided in Paragraph 5.2(b) herein.

- a. Alteration of boundaries and apartment dimensions. Developer reserves the right to alter the boundaries between the units so long as Developer owns the units so altered; to decrease boundaries of the common elements so long as the Developer owns the apartments abutting the common elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided further, that an amendment for such purpose need not be approved by the institutional mortgagee of encumbered by individual mortgages or where they are included in an overall construction mortgage on the Condominium building, and such an amendment shall not require the approval of apartment owners or of concerned, the Developer shall apportion between altered units the shares in the common elements appurtenant to the units concerned.

3.3 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium building, their guests and invitees, if any, as follows:

- a. Utilities and Drainage. Easements are reserved through the Condominium property as may be required for utility services and drainage in order to serve the Condominium and the recreational and other commonly used facilities adequately, provided however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed.
- b. Encroachments. In the event that any apartment shall encroach upon any of the common elements or upon any other apartment for any reason other than the intentional or negligent act of the apartment owner, or in the event any common element shall encroach upon any apartment, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.
- c. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and

pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the same use and benefit of the apartment owners, Developer, and all those claiming by, through or under the aforesaid; provided however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

- d. Easements for ingress and egress. Developer hereby reserves the right to grant easements for ingress and egress over, through and across the property described in Exhibit B to the Developer and to all the apartment owners of EAGLE'S NEST TOWNHOMES, a Condominium, their guests, invitees and all those claiming by, through and under the aforesaid.
- e. Support. The Developer and the Association hereby grant to each other, their heirs, successors and assigns and all third party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.
- f. Additional Easements. The Developer (during any period in which there are any unsold units in the Condominium) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium property, and to grant access easements and relocate any existing access easements in any portion of the Condominium property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owner, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the units for their intended purposes.

The joinder of the Association or any unit owner shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

- g. Covenants Running with the Land. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The unit owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

3.4 Improvements - general description,

- a. Apartment buildings. There are twenty-three (23) townhouse apartment units in the buildings initially being submitted to the condominium ownership hereby. Each townhouse apartment (unit) is identified by the use of a number. This number shall identify the unit number, all as is graphically described in Exhibit B-attached hereto.
- b. Other improvements include landscaping and automobile parking areas, as shown on the plans and which are part of the common and limited common elements.

3.5 Apartment boundaries. Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

- a. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be from the horizontal plane of the undecorated finished ceiling to the horizontal plane of the undecorated finished floor.
- b. Perimetrical boundaries. The perimetrical boundaries shall be the vertical plane of the undecorated finished interior of the walls, bounding the apartment extended to the intersections, with each other and with the upper and lower boundaries.

3.6 Common & Limited Common Elements. The common elements include the land and all other parts of the condominium not within the apartments and include, but are not limited to, the following items as to which the Association shall have the powers indicated:

- a. Automobile Parking Area. No less than one (1) exclusive parking area will be assigned by the Developer to each apartment owner, such as assignment to be at the exclusive discretion of the Developer. All other parking spaces shall be unassigned and shall be a common element and considered guest parking. The assigned parking spaces shall be limited common elements.
- b. Porch Areas. Each apartment has a porch area as shown on Exhibit "B", which is a limited common element thus reserved for exclusive use of the resident of the apartment.
- c. Use; charges. The foregoing and all other common elements shall be available for use by all apartment owners without discrimination. Such use shall be without charge except when specifically authorized by this Declaration, except that the Association when authorized by its regulations may from time to time if such exclusive use is made available to all apartment owners.

3.7 The Apartments. The apartments of the condominium are graphically described more particularly on Exhibit "B", attached hereto.

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3.8 Amendment of Declaration to Include Additional Apartment. The Developer specifically reserves the right to amend this Declaration of Condominium so as to include additional lands as shown on Exhibits B-2 and B-3 contiguous to the lands being submitted to condominium ownership herein. Said lands include thereto four (2) additional buildings containing a total of twenty-eight (28) townhouse units which may be submitted to condominium amendment and shall not require the consent or joinder of any apartment owners. As each of the above building shall be submitted under this Declaration of Condominium, the percentage ownership in the common elements of each townhouse unit will change in accordance with the percentage as shown on Exhibit E attached hereto.

The Developer intends to submit two additional buildings containing fourteen (14) townhouse units, as Phase II, as shown on Exhibit B-2 under this Declaration of Condominium, on or before May 30, 1990. The Developer intends to submit two buildings containing a total of fourteen (14) townhouse units as Phase III, as shown on Exhibit B-3 under this Declaration of Condominium, on or before October 30, 1990.

4. Appurtenances to apartments. The owner of each apartment shall own a share and certain interest in the Condominium property, which share and interest are appurtenances to his apartment, including but not limited to the following items that are appurtenant to the several apartments as indicated:

- a. Common elements and common surplus. the undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as stated in Exhibit E attached hereto.
- b. Association membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association.

4.1 Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common elements appurtenant to his apartment.

4.2 Proportionate Share Charge. Each apartment owner shall be liable for a proportionate share charge to EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., for maintenance, operation, repair or replacement of the recreational and other commonly used facilities and of the easements for ingress and egress. All said expenses shall be divided pursuant to the Articles of Incorporation and By-Laws of EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

5.1 Apartments.

- a. By the Association. The Association shall maintain, repair and replace at the Association's expense:
 - (1) All common elements and limited common elements except cleaning of the patio area;
 - (2) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its ceiling slabs, load-bearing columns and load-bearing walls;

- (3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and
- (4) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the Apartment Owner. The responsibility of the apartment owner for maintenance, repair and replacement shall be as follows:

- (1) To maintain, repair and replace at his own expense all portions of this apartment, (including maintenance of patio areas), except those portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.
- (2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building or any exterior surfaces of any entry doors to his condominium unit.
- (3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Alteration and improvement. Except where elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair an easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Administration of the Association. A copy of plans for all such work prepared by and architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work.

5.2 Common elements.

- a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
- b. Alteration and improvement: There shall be no alteration nor further improvements of the common elements without the prior approval in writing by the record owners of at least eighty percent (80%) of the apartments.

6. Assessments. The Association shall fix, and determine from time to time the sum or sums of money necessary and adequate to provide for the common expenses and shall assess the Members for said sums. If possible, the amount of said expenses will be fixed and determined of such assessments shall be set forth in the By-Laws of the Association. The Association from time to time, shall be obligated to assess Unit Owners and/or Units in amounts no less than are required to provide funds in advance for the payment of all common expenses and other expenses of the

Association and Condominium, as and when due, and to enforce collection of same to that at all time the solvency of the Association, under any definition, is maintained and assured. All assessments for common expenses on units owned by Developer shall be paid by Developer.

6.1 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) per cent per annum from the date when due until paid. In addition, the Association may charge a late charge of \$25.00 against the defaulting unit owner. All payments on account shall be first applied to interest, and then to the assessment payment first due.

6.2 Lien for Assessments. The Association shall have a lien against each apartment unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also include reasonable attorneys' fees, including those for appeal if necessary, incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, together with any costs incurred. The said lien may be recorded among the Public Records of Broward County, Florida, by filing a claim therein which states the legal description of the apartment unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall be paid. Such claims of lien may be signed and verified by an officer of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage or real property. In any such foreclosure the owner of the apartment unit subject to the lien may be required to pay a reasonable rental in the discretion of the Court. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same.

6.3 Notification to Mortgage Holder. The Association shall notify, in writing, the holder of a first mortgage encumbering a condominium apartment of any default in the payment of any assessments against said apartment where said default shall continue for a period of fifteen (15) days after the date upon which it was due and payable; provided, however, notice of such default need only be given where the holder of a first mortgage has notified the Association, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.

6.4 Notwithstanding anything to the contrary, Developer has guaranteed that the Assessments for Common Expenses imposed upon Unit Owners other than Developer shall not increase over \$113.14 per month, said guaranty to be effective for a period (the "Guaranty Period") commencing with the conveyance of the first Unit conveyed by Developer to a party other than Developer and terminating on the first to occur of the following dates:

- (i) June 1, 1991;
- (ii) Such date as Unit Owners other than Developer shall be entitled to elect not less than a majority of the Board of Directors.

Developer has also agreed to pay any amount of Common Expenses incurred during the Guaranty Period and not produced by Assessments at the guaranteed level receivable from Unit Owners than Developer. Accordingly, pursuant to Section 718.116 (8) (a) (2) of the Condominium Act, Developer shall be excused during the Guaranty Period from any obligation to pay any share of the Common Expenses in respect of those Units owned by Developer.

Except as aforesaid, no Unit Owner may avoid liability for Assessments by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made or otherwise.

6.5 Capital Contribution. A Five Hundred Dollar (\$500.00) payment shall be payable by Buyer to Developer at the time of conveyance of a unit to reimburse Developer for a capitol contribution in the amount of Five Hundred Dollars (\$500.00) to be paid by Developer to the Association on behalf of the Buyer.

6.6 Institutional First Mortgage Excepted. In the event a mortgagee of a first mortgage of record shall obtain title to the apartment unit as a result of a foreclosure of a first mortgage, or in the event an institutional mortgage as to a first mortgage of record shall obtain title to an apartment unit as the result of conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of common expense or assessments by the Association which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed apartment unit, or against an apartment unit transferred in lien of foreclosure, shall be deemed a common expense of the Condominium by all of the Condominium unit owners.

6.7 A Unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit owner. Except as provided for in subsection 6.6, the grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

7. Association. The operation of the Condominium, recreational and other commonly used facilities shall be by EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as an Exhibit C.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as an Exhibit D.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, recreational area, recreational facilities and of the easements of ingress and egress, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or person.

7.4 Limitation upon Liability of Unit Owner.

- a. The liability of the owner of a unit for common expenses shall be limited to the amounts for which the unit owner is assessed from time to time in accordance with the Declaration or By-Laws.
- b. The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements. A unit owner shall have the same liability for injury or damages as would a single-family detached dwelling owner for injury or damages resulting from an accident or incident within the apartment of unit owner.

7.5 Restraint upon assignment of shares and assets. The share of a member in funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment unit.

7.6 Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter whether or not the subject of an Association meeting, such decision shall be express by the same person who would cast the vote of such owner if in an Association meeting unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance, other than the title insurance or insurance on contents of apartment, that shall be carried upon the condominium property of the apartment owners shall be governed by the following provisions:

8.1 Authority to purchase; named insured. All insurance policies upon the condominium property, with the exception of such insurance as is excepting in Paragraph 8 above shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsement and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that the payments by the insurer for losses shall be made to the Insurance Trustee designated in the Insurance Trust Agreement, and all policies and their endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance on their property and for their personal liability and living expense. All insurance, insurance carriers and Insurance Trustee subject to the provisions of this paragraph 8.1 shall be subject to the approval of the institutional mortgagee holding the largest aggregate balance of mortgages on the premises of public record. No such insurance shall be placed without such prior approval by the aforesaid institutional mortgagee.

8.2 Coverage.

- a. Casualty. All building and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Administration of the Association. Such coverage shall afford protection against:

- (1) loss or damage by and other hazards covered by a standard extended coverage endorsement; and,

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

- b. Public liability. In such amounts and with such coverage as shall be required by the Board of Administration of the Association, including but not limited to hired automobile and non-owned automobile overages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.
- c. Workman's compensation insurance to meet the requirements of law.
- d. Such other insurance as the Board of Administration of the Association shall determine from time to time to be desirable, and/or as required by the Condominium Act. Chapter 718 of the Florida Statutes (1980).

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4 Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgages as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Administration, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or sufficient of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insured Trustee:

- a. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
- b. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
 - (1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.
 - (2) When building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

- c. Mortgages. In the event that a mortgage endorsement has been issued to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest may appear; provided however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of the Declaration.

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

- a. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
- b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- d. Certificate. In making distribution to apartment owners and their mortgages, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6 Association as agent. The Association is the irrevocable appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver release upon the payment of claims.

8.7 Each apartment owner shall be responsible to insure the contents of his apartment himself and with regards to such insurance, the owner of each apartment shall not be required to comply with any of the conditions and requirements of Section 8 of the Declaration of Condominium for this purpose.

9. Reconstruction or repair after casualty.

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9.1 Determination to reconstruction or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- a. Common element. If the damaged property is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
- b. Apartment buildings.
 - (1) Lesser damage. If the damaged improvement is an apartment building(s), and if apartments to which fifty percent (50%) of the common elements and appurtenances are found by the Board of Administration of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
 - (2) Major damage. If the damaged improvement is an apartment building(s), and if apartments to which more than fifty percent (50%) of the common elements and appurtenances are found by the Board of Administration to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.
- c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Administration the Association, and if the damaged property is the apartment building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after the casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimates of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

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9.5 Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, the funds for the payment of costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payments of such costs. Such assessments against proportion to the costs of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

- a. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than ten thousand dollars (\$10,000), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of costs of the reconstruction and repair.
- b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - (1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than ten thousand dollars (\$10,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
 - (2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than ten thousand dollars (\$10,000), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in Florida, and employed by the Association to supervise work.

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- (3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgage endorsement as to the apartment then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- (5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stated the name of the payee and the amount to be paid; provided that when a mortgagee is required in the instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the association, or a mortgagee that is a beneficiary an insurance policy whose proceeds are included in the construction funds so required, the approval of an architect named by the Association shall be first obtained by the Association up disbursements in payments of costs of reconstruction and repair.

10. Use Restriction. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and the apartment building is in useful condition exists upon the land:

10.1 Apartments. The owner of a unit shall occupy his apartment as a single-family private dwelling for himself and the adult members of his family, his children and his social guests, and for no other purposes. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

a. In addition to other duties and obligations set out in this Declaration, every unit owner shall:

- (1) Not keep or permit more than one (1) pet in his unit, which shall not exceed a weight of twenty-five (25) pounds.
- (2) Not make or cause to be made any structural addition or alteration to his unit or to the common elements without prior written consent of the Association and all mortgagees holding a mortgage on his unit.
- (3) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.
- (4) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings and floors) whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

10.2 Common elements. The common elements shall be used only for the purpose for which they were intended in the furnishing of services and facilities for the enjoyment and benefit of the apartment unit owners.

10.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and a sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make use of the common elements that will increase the cost of insurance upon the condominium property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having the jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Leasing. An entire apartment may be rented provided the occupancy is only by a lessee and his family, its servants and guests. No rooms may be rented, no maids' rooms may be rented except as a part of an apartment or to another apartment owner, and transient tenants may not be accommodated, nor shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws, and designating for the purpose of and with the authority to terminate any such lease agreement in

the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. No approval shall be required as to any lease entered into by the Developer.

10.6 Parking spaces. No truck or other commercial vehicle shall be parked in any parking space except with the written consent of the Board of Administration except such temporary parking in spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association, or Unit Owner and residents. All vehicles parked in any parking space shall be currently licensed and registered. No vehicle may be parked in any parking space if such vehicle is not capable of moving under its own power. No vehicle shall be allowed to remain in a parking space if such vehicle is in an advanced stage of disrepair. Any vehicle parked in a parking space must rest on inflated tires. No repairs of any kind may be made to any vehicle in the parking or other common areas. Apartment unit owners shall be responsible for any damage to the parking area surface caused by leakage of any substances from the vehicles or those of their guests. Bikes, mopeds and motorcycles of any type must be parked in designated area of the parking lot.

10.7 Rules and Regulations. Reasonable rules and regulations concerning use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium prior to the date such rules and regulations take effect. A copy of the Rules and Regulations, in full force and effect as of the date of this Declaration of Condominium are attached hereto as Exhibit F.

10.8 Provision. Provided however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, use of model apartments, the showing of the property and display of signs.

11. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of and apartment owner to comply with such documents and regulations shall entitle the Association or an aggrieved apartment owner to the following relief in addition to the remedies provided by the Condominium Act.

11.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, appurtenances or of the common elements by the apartment owner.

11.2 Costs and attorney's fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association, the

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By-Laws or the Regulations adopted pursuant to them, the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees, including those for appeal if necessary, as may be awarded by the Court.

11.3 A wavier of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a wavier of the right to do so thereafter.

12. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

12.2 Resolution. A Resolution for the adoption of a proposed amendment may be proposed by the Board of Administration of the Association or by the members of the Association owning apartments in the Condominium. Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by persons owning not less than ten percent (10%) of the apartments in the Condominium. Amendments may be proposed by the Board of Administration by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, then the Board of Administration, shall call a meeting of those members of the Association owning apartments in the Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except at elsewhere provided, such approval must be either by:

- a. Not less than fifty-one percent (51%) of the entire membership of the Board of Administration or not less than seventy-five percent (75%) of the apartment owners; or
- b. In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida; provided however, that until such time as a majority of the members of the Board of Administration are elected by unit owners other than the Developer, all amendments to the Declaration shall be approved as set forth in paragraph 3.2 a.
- c. Until the first election of Administrators by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Administration, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Administrators, and no meeting of the Condominium apartment owners nor any approval thereof need be had.

12.3 Provision. Provided however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment in the section entitled "Insurance" nor the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment. Notwithstanding any other provisions to the contrary, no amendment which impairs or prejudices the rights or priorities of an institutional mortgagee shall be valid without the prior written consent of such mortgagee.

12.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Broward County, Florida

12.5 The Developer has the right to retain control of the Property Owners Association after a majority of the units at Eagle's Nest Townhomes have been sold. Pursuant to Article 4.2 of the By-Laws of Eagle's Nest Townhomes Condominium Association, Inc., the Developer has reserved the right to retain a voting control of the Association no later than the earlier of the following:

- (i) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the units have been conveyed to unit purchasers;
- (ii) Three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the Association; or
- (iii) When all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- (iv) When some of the units have been conveyed to buyers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- (v) Three (3) years following the first conveyance of a unit to a unit owner other than the Developer; or
- (vi) Three (3) years following the first conveyance of a unit owner other than the Developer.

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13. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

13.1 Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

13.2 Agreement. The Condominium may be terminated any time by approval in writing of all record owners of apartments and all record owners of mortgages on apartments.

13.3 Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts which effect the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

13.4 Shares of Owners After Termination. After termination of the Condominium, the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's apartment prior to the termination. All liens shall be transferred to the undivided share in the condominium property attributable to the unit originally encumbered by the lien in its same priority.

13.5 Amendment. This section concerning termination cannot be amended with consent of all apartment owners and of all record owners of mortgages upon the apartment.

14. Compliance with the Department of Business Regulation. The unit owners and the Condominium Association shall comply with Chapter 718, of the Florida Statutes.

15. Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for all appliances and/or all air conditioning compressors serving the individual condominium units which the Association determines is for the benefit of the condominium unit owners to consider, then upon resolution of the unit owners by a majority of those voting at a special meeting of the Association at which a quorum is present, or by a majority of their whole number in writing, the expenses of such a contractual undertaking to the Association shall be a common expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of condominium unit owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs for such contractual undertakings shall be borne exclusively by the unit owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing in such written undertakings, as the Association shall deem proper, to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

16. Assignability of the Right of Developer. The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or the

successors or successors-in-interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

17. Execution of documents required by Broward County, Florida. The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Broward County, Florida. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

18. Change in Developer-owned Units. Developer shall have the right, without vote or consent of the Association, to:

- a. Make alterations, additions or improvements in, to and upon units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.
- b. Change the layout or number of rooms in any Developer-owned unit.
- c. Change the size and/or number of Developer-owned units by subdividing one or more Developer-owned units into two or more separate units, combining separate Developer-owned units (including those resulting from such subdivision or otherwise) into one or more units or otherwise.
- d. Reapportion among Developer-owned units affected by such change in size or number pursuant to the preceding clause, their appurtenant interest in the common elements and share of the common expenses; provided however, that the percentage interest in the common elements of any units (other than Developer-owned units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, providing further that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer.

19. Time-share Estates. No time-share estates will be created with respect to unites in any Phase of this Condominium.

20. Easements.

- a. The Units and Common Elements shall be and hereby are made subject to perpetual easements for such utility services as are desirable or necessary to serve adequately the Condominium Property, including the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property, provided that any such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the

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first conveyance of said Unit by Developer after this Declaration of Condominium is recorded without the consent of the Unit Owner. With respect to any utility lines or equipment located upon the Common Elements, the Board of Directors shall have the right and power to dedicate and convey title to the same to any private or public utility company and in addition the Board of Directors shall have the right and power to convey easements over the Common Elements for the installation, maintenance, repair and replacement of the same to any private utility company.

- b. Each Unit shall have a perpetual easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have a perpetual easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.
- c. Each Unit shall be and hereby is made subject to a perpetual easement in favor of the Condominium Association for entrance to the Unit to maintain, repair or replace the Common Elements.
- d. All of the Condominium Property shall be and hereby is made subject to perpetual easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.
- e. Developer, for itself, its successors and assigns, reserves and shall have the perpetual right and easement to install and maintain upon, through and under the Common Elements such electric, water, sewer, telephone, radio, television, drainage and utility lines, mains, cables and facilities as Developer, in Developer's sole discretion, shall deem necessary or desirable to be used in connection with any property other than the Condominium Property, provided only that the maintenance of such lines, mains, cables and facilities does not materially and permanently interfere with the uses for which the Common Elements or any portion thereof are intended.
- f. Each Unit Owner, for himself, his family members, agents, guests and invitees, shall have a perpetual nonexclusive easement for ingress and egress to and from the public ways over such streets, walkways, and rights of way which are part of the Common Elements and which serve the Units of the Condominium.
- g. The easements heretofore set forth in Paragraphs "a" through "f" of this Section shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

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21. Voting Rights:

- a. The owner of each unit shall be entitled to one vote as a member of the Association, and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other Condominium instruments in reference to voting by apartment owners, Association members, and the Board of Administration means more than fifty (50%) per cent.
- b. Designation of Voting Representative. If an apartment unit is owned by one person, his right to vote shall be established by the record title to this Apartment unit. If an apartment unit is owned by more than one person, the person entitled to cast a vote for the apartment unit shall be designated by a certificate signed by all of the record owners of the apartment unit and filed with the Secretary of the Association. If an apartment unit is owned by a corporation, the person entitled to cast the vote for the apartment unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate 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 owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, where the unit is owned by more than one individual or a corporation, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

22. Severability. The invalidity in whole or in part of any covenant or restriction, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

23. Additional provisions.

23.1 Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the Laws of the State of Florida.

23.2 In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

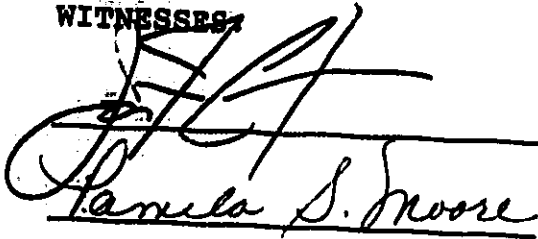
23.3 Notwithstanding anything to the contrary herein, nothing shall prevent the combining of units in the Condominium, but said combined units shall retain their original appurtenant shares of the common elements, common expenses, common surplus and voting rights.

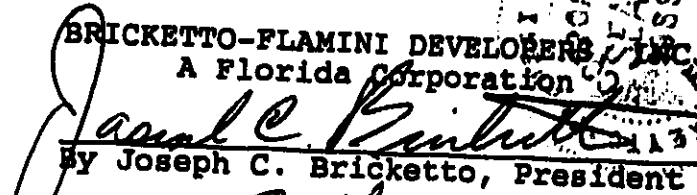
23.4 Captions used in these documents be inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any text of the documents.

23.5 Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name and on its behalf by its officer, and its corporate seal to be affixed on the date set forth below.

WITNESSES:


Pamela S. Moore

BRICKETTO-FLAMINI DEVELOPERS, INC.
A Florida Corporation

By Joseph C. Bricketto, President

Dated: April 5, 1989

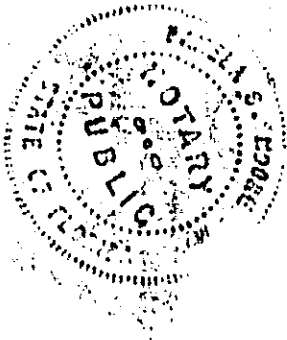
(Corporate Seal)

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STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY that on this day personally appeared before me, JOSEPH C. BRICKETTO, an officer duly authorized and acting, the President of Bricketto-Flamini Developers, Inc., known to me to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 1989.



Pamela S. Moore (SEAL)
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Oct. 10, 1989.
Bonded thru Notary Public Underwriters.

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DECLARATION OF CONDOMINIUM
OF
EAGLE'S NEST TOWNHOMES, A CONDOMINIUM

EXHIBIT A

LEGAL DESCRIPTION OF LAND

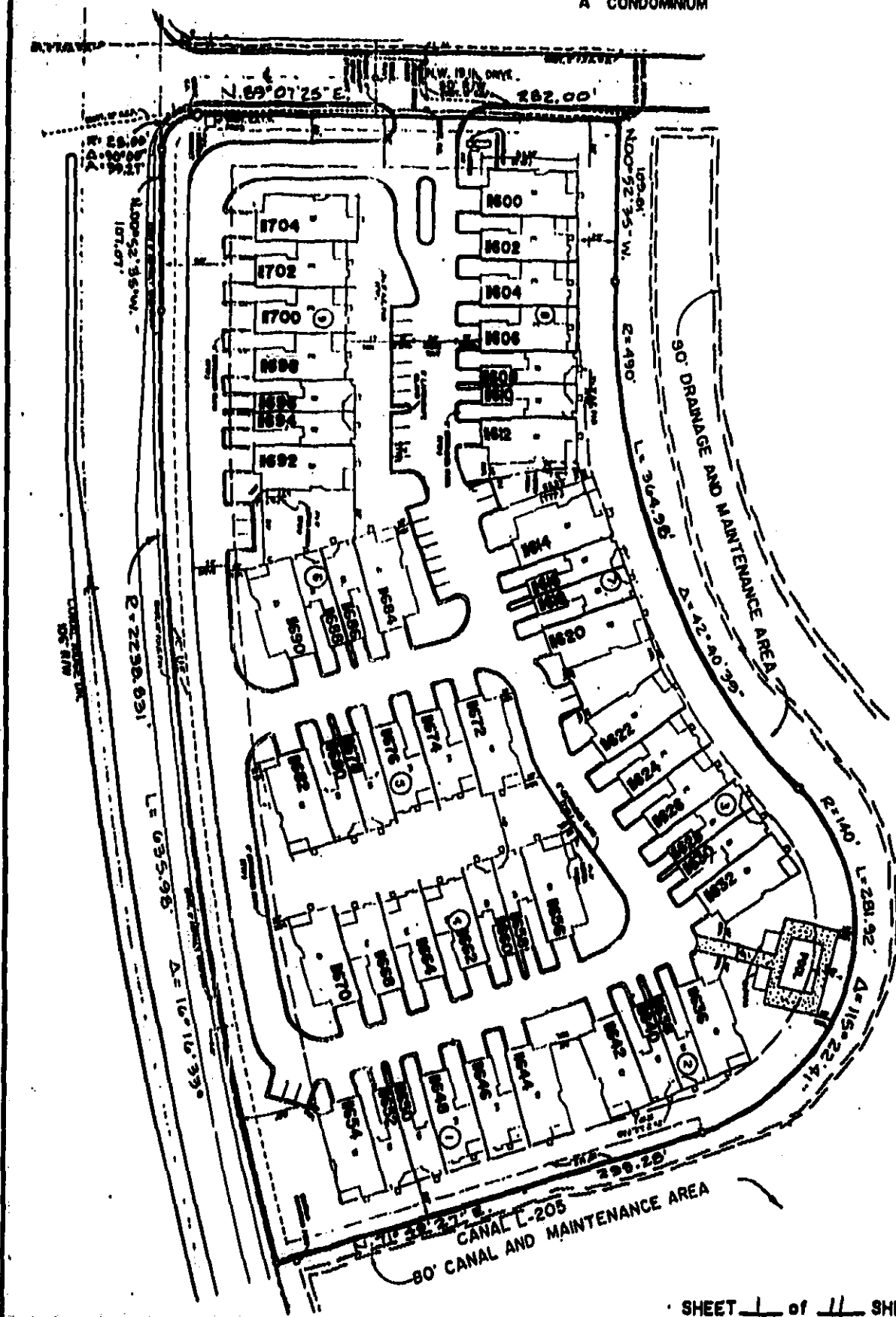
The legal description of the Land being submitted to condominium ownership by the Declaration is set forth on the Survey, Plot Plat and Graphic Description of Improvements for Phase I which is Exhibit "B-1" (Sheet 3) to the Declaration of Condominium.

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SITE PLAN

"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



BK 17245 PC0164

SHEET 1 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR
JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:
THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



BREWER & THIELE
CONSULTING ENGINEERS, INC.
12321 N.W. 35th Street
Coral Springs, FL 33065
(305) 753-8210

SCALE: N.T.S.
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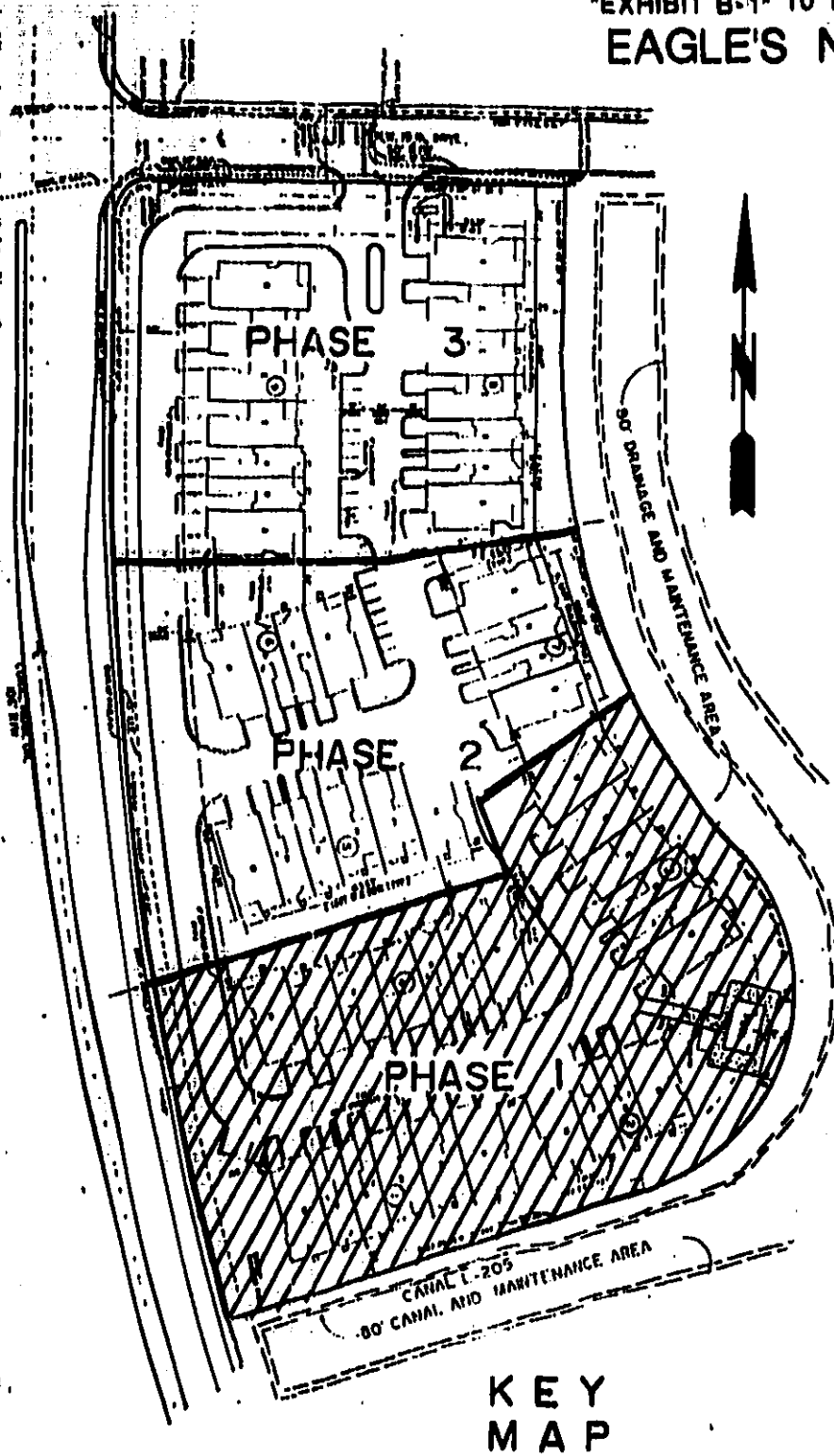
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**NOT VALID UNLESS SEALED WITH
AN EMBOSSED SURVEYOR'S SEAL**

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'EXHIBIT B-1' TO THE DECLARATION OF CONDOMINIUM OF EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



KEY
MAP

SHEET 2 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIEL CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
12321 N.W. 36th Street
Coral Springs, FL 33085
(305) 783-8210

SCALE: N.T.S.

F.B./PG.: FILE

DRAWN BY: T. Q.

CK'D. BY: *[Signature]*

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

NOT VALID UNLESS SEALED WITH
AN EMBOSSED SEAL

REVISED EXHIBIT

3/14/90

000

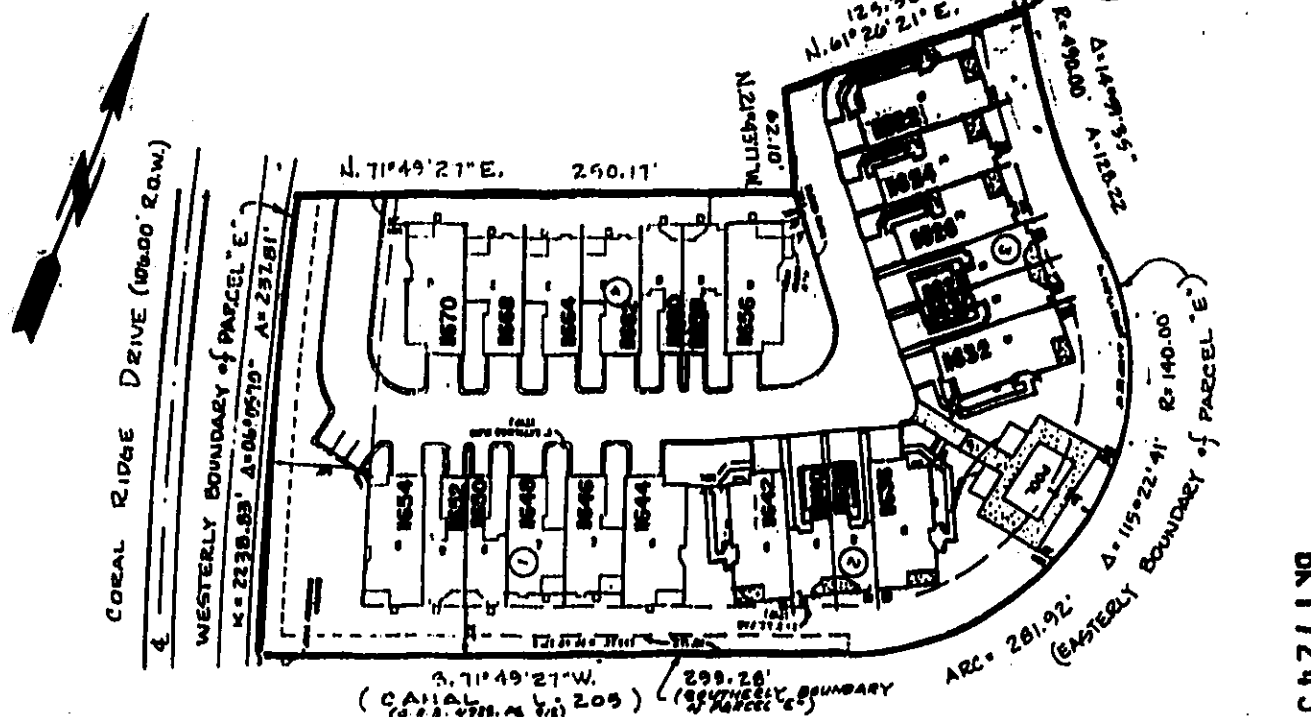
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N/A

BRUNING 40-5000 74025-01

BK17215PC0165

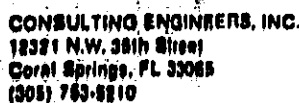
PHASE I







CONTAINING 2.460 ACRES, MORE OR LESS.

SHEET 3 of 11 SHEETS.

THE UNDERSIGNED AND BREWER & THIRLE CONSULTING ENGINEERS, INC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



	REVISIONS	DATE	BY	CK'D.	F.B./PG.
SCALE: N.T.S.					
F.B./PG.: FILE					
DRAWN BY: T.Q.	NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL				
CK'D. BY: 	REVISED EXHIBIT	3/11/90	OCB		N/A
	ADULT BUILDING	3/18/90	T.Q.		FILE
JOB NO.: 88-12-74	ADD ADDRESS #	2/10/89	T.Q.		FILE

BERLINING 40-5900 74426-01

BK17245PG0166

"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM

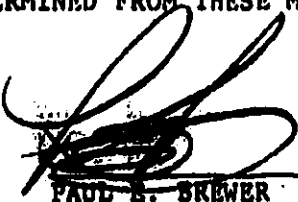
DESCRIPTION:

PARCEL E, CYPRESS RUN, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 93, PAGE 16 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF
CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING
5.850 ACRES, MORE OR LESS.

CERTIFICATION: BUILDINGS 2 AND 3

THIS CERTIFICATION, MADE THIS 18th DAY OF JANUARY, 1990
BY THE UNDERSIGNED SURVEYING FIRM, IS MADE PURSUANT TO
THE PROVISIONS OF SECTION 718.104 (4) (e) OF THE FLORIDA
STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE
ATTACHED EXHIBIT "B-1", SHEETS 1, 3, 9 AND 10, IS AN ACCU-
RATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THERE-
ON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS AS
PROPOSED ARE SO THAT SUCH MATERIALS, TOGETHER WITH
THE WORDING IN THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES, A CONDOMINIUM, RELATING TO
MATTERS OF SURVEYING IS AN ACCURATE REPRESENTATION OF
THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS
DESCRIBED, AND THAT SAID IDENTIFICATION, LOCATION AND
DIMENSIONS OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS,
AND EACH APARTMENT CAN BE DETERMINED FROM THESE MATERIALS.


PAUL E. BREWER
REGISTERED LAND SURVEYOR
NO. 3240
STATE OF FLORIDA

BR17245P60167

SHEET 4 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS,
INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE
INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS,
RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER
MATTERS. AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO
REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION
SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH AP-
PROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT
ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
12371 N.W. 38th Street
Coral Springs, FL 33065
(305) 763-8810

SCALE: N/A

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY: 

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED PERMANENTLY
AS BUILT BUILDING

2/14/90

DCC

N/A

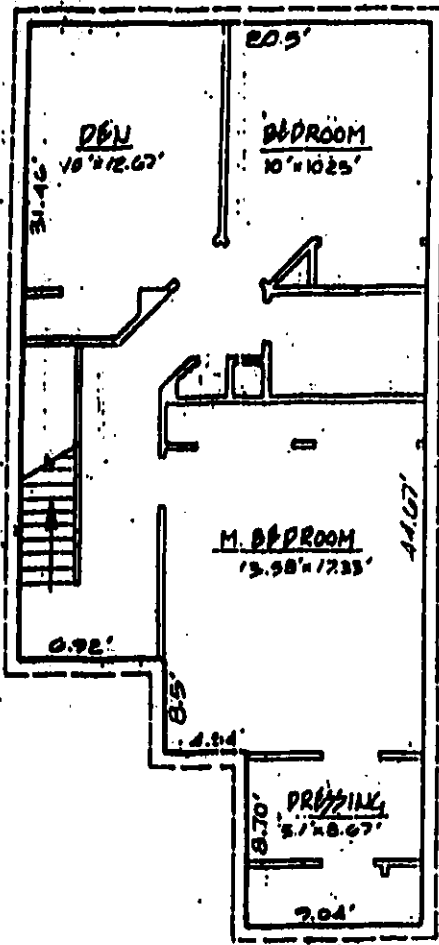
1/18/90

T.Q.

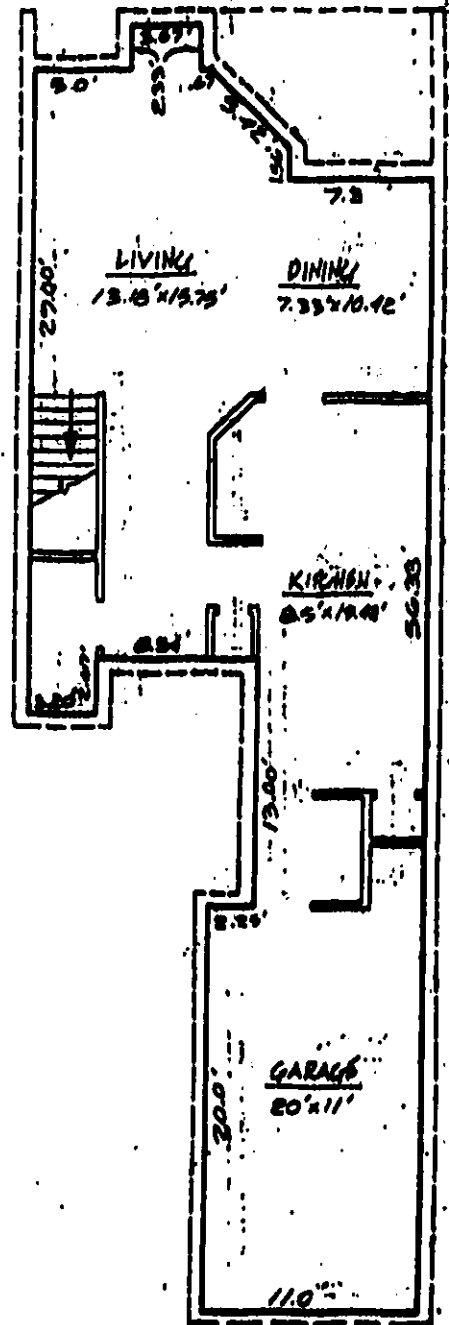
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BRUNING 40-5000 747-01

**"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM**



SECOND FLOOR



FIRST FLOOR

UNIT B

SCALE: 1" = 10'

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY THE DESIGN NETWORK, 7848 WILES RD. CORAL SPRINGS, FL.

SHEET 5 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



BREWER & THIELE
CONSULTING ENGINEERS, INC.
12321 N.W. 35th Street
Coral Springs, FL 33065
(308) 783-6710

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T.O.

CK'D. BY: *[Signature]*

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CHK'D.

F.B./PG.

NOT VALID UNLESS SEALED WITH AN ENGINEER'S SURVEYOR'S SEAL

REVISED EXHIBIT

5/10/90

001

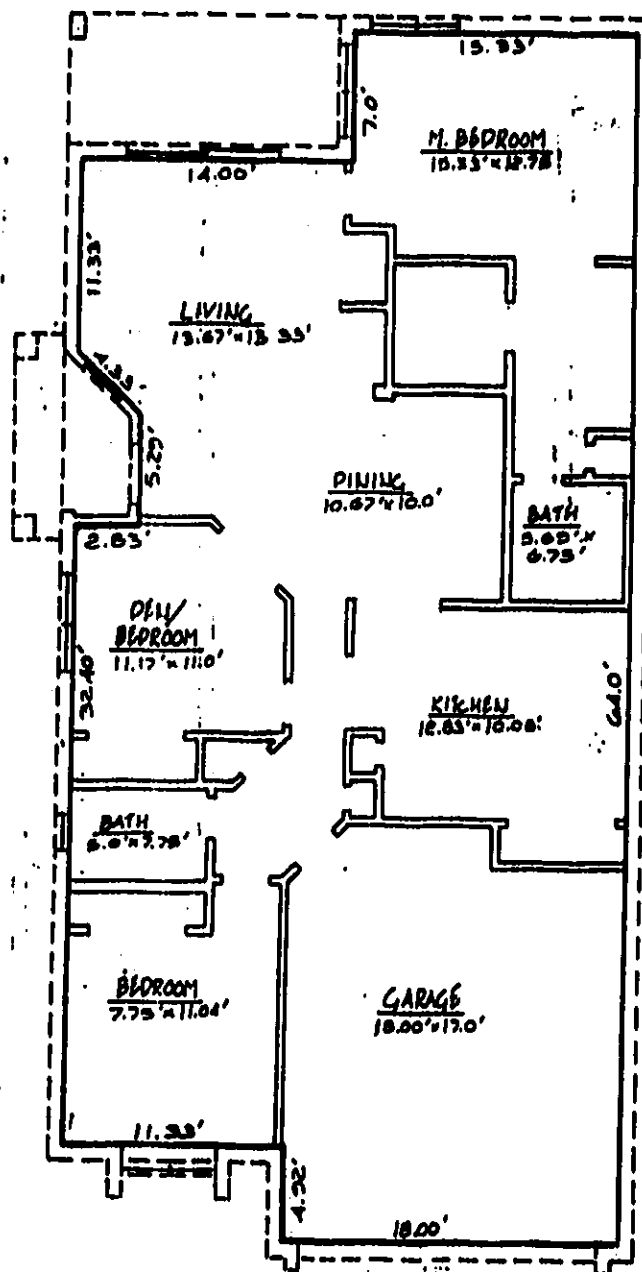
[Signature]

N/A

BRUNING 40-5000 74426-01

BK17245P60168

**"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM**



SCALE: 1" = 10'

UNIT D

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
PREPARED BY THE DESIGN NETWORK, 7848 WILES RD. CORAL SPRINGS, FL.

SHEET 6 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



BREWER & THIELE
CONSULTING ENGINEERS, INC.
12321 N.W. 38th Street
Coral Springs, FL 33086
(305) 753-8210

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY: *[Signature]*

JOB NO.: 88-12-71

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REWARD EXHIBIT

2/14/90

DL

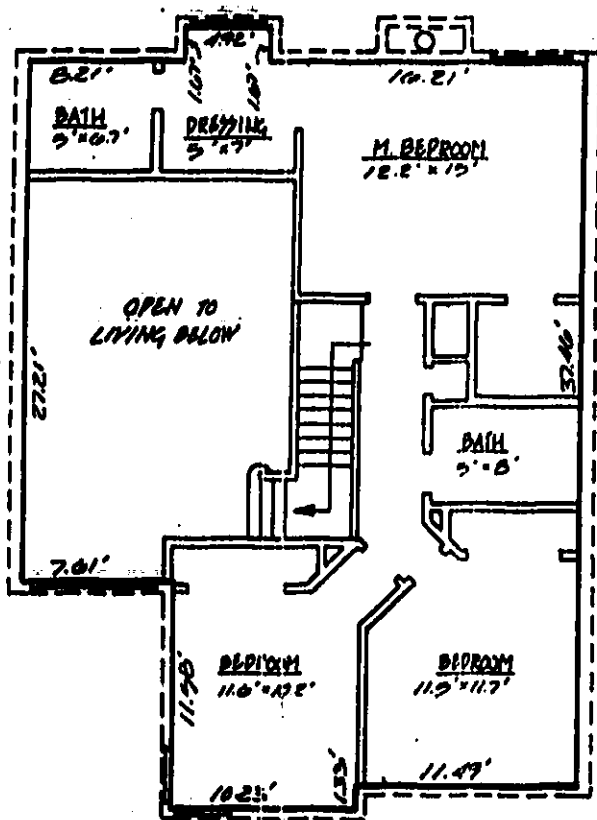
11/1

BRUNING 40-5000 74426-01

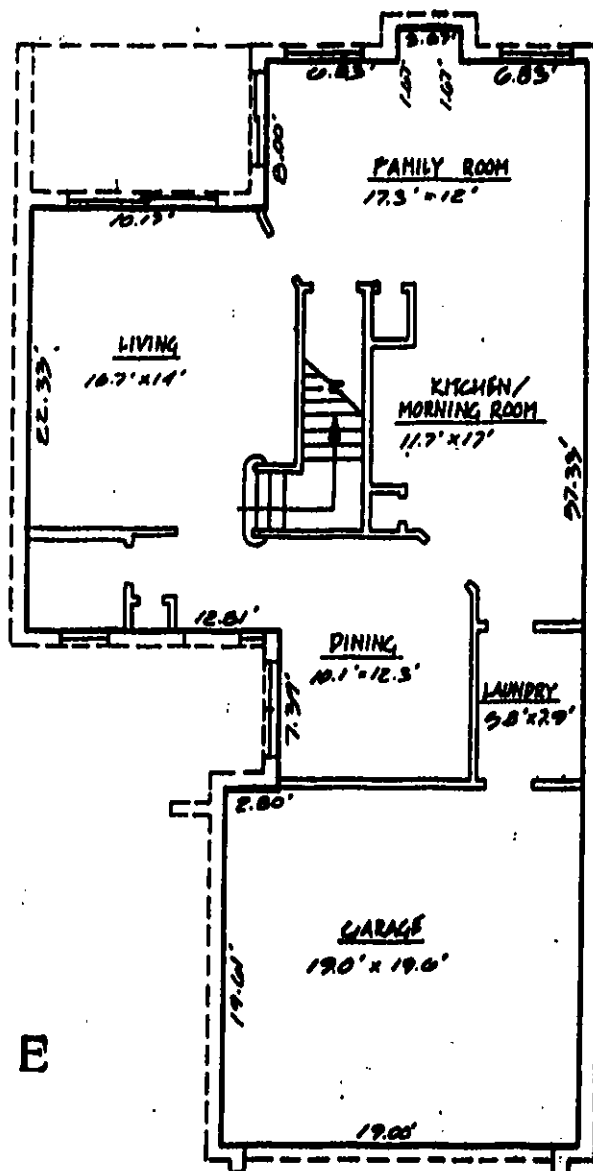
BK17245P60169

"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



SECOND FLOOR



FIRST FLOOR

UNIT E

SCALE: 1" = 10"

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
PREPARED BY THE DESIGN NETWORK, 7848 WILES RD. CORAL SPRINGS, FL.

SHEET 7 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
18321 N.W. 36th Street
Coral Springs, FL 33065
(305) 753-8210

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T. Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

8/14/90

010

N/A

BRUNING 40-5000 74426-01

BR17245PG0170

This floor plan shows a rectangular building divided into five horizontal sections. The left side of the plan features a series of hatched areas, likely representing a staircase or a series of rooms. The right side shows a series of rooms, each labeled with a number. The dimensions for each section are as follows:

- Top Section:** Labeled 'D' on the left and 'B534' on the right. The width is 64.00' and the depth is 29.33'.
- Second Section:** Labeled 'B' on the left and 'B532' on the right. The width is 64.00' and the depth is 20.50'.
- Third Section:** Labeled 'B' on the left and 'B530' on the right. The width is 64.00' and the depth is 20.50'.
- Fourth Section:** Labeled 'E' on the left and 'B548' on the right. The width is 59.00' and the depth is 29.33'.
- Fifth Section:** Labeled 'E' on the left and 'B546' on the right. The width is 59.00' and the depth is 29.33'.
- Bottom Section:** Labeled 'D' on the left and 'B544' on the right. The width is 64.00' and the depth is 29.33'.

The plan also includes a dashed line indicating a boundary or a different type of wall, and a series of small, hatched areas along the right side, possibly representing a staircase or a series of rooms.

**TYPICAL SIX-UNIT BUILDING
(BUILDING NO. 1)**

UPPER LIMITS OF APARTMENT:

LOWER LIMITS OF APARTMENT

NOTE:

LIMITED COMMON ELEMENT.

INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

INDICATES AS BUILT PERIMETRICAL BOUNDARY OF EACH UNIT.

SHEET 8 of 11 SHEETS.

A CONDOMINIUM FOR

NOTES

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, BACKLICK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
12321 N.W. 35th Street
Coral Springs, FL 33065
(305) 783-6210

SCALE: N.T.S.

R. B./PG: FILE

DRAWN BY: T.Q.

CHK'D. BY:

JOB NO.: 88-12-71

REVISIONS

DATE

BY

CK'

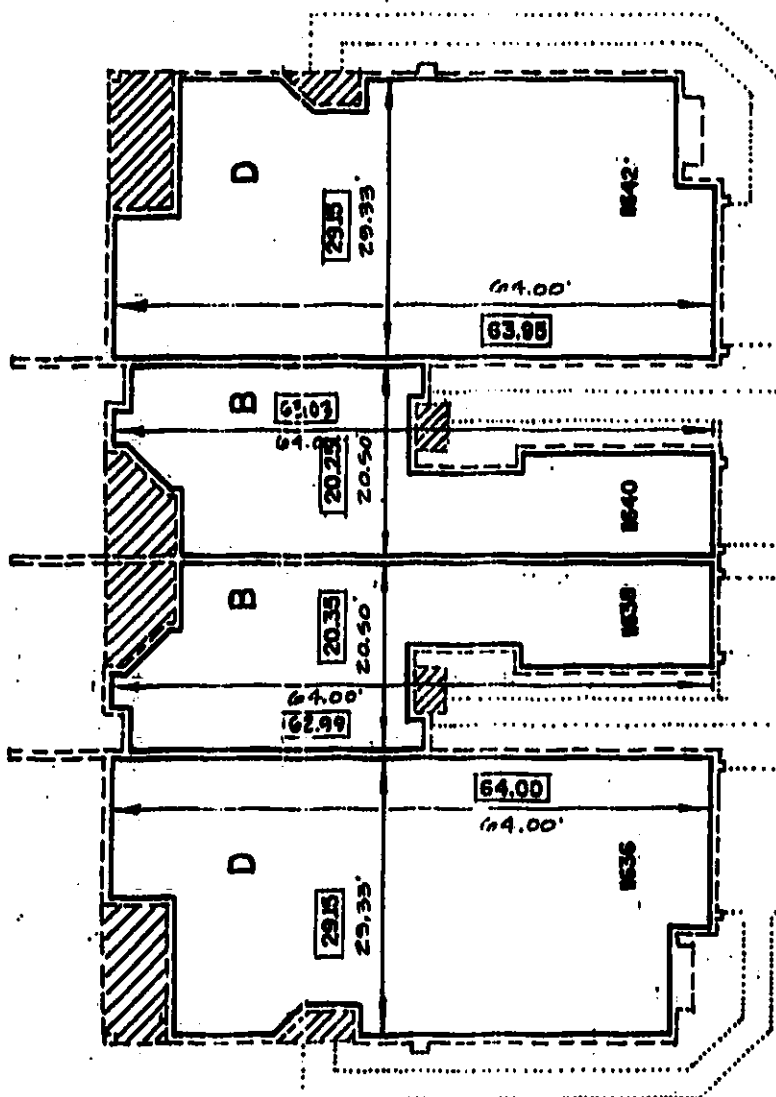
F.B.I.

PG.

REVISED EXHIBIT
ADD ADDRESS NPS

"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM

BR17245PG0172



ELEVATIONS SHOWN HEREON ARE BASED
ON THE NATIONAL GEODETIC VERTICAL DATUM
(N.G.V.D.) OF 1929.

SHEET 9 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
12321 N.W. 35th Street
Coral Springs, FL 33088
(305) 783-8210

SCALE: N.T.S.

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY: *[Signature]*

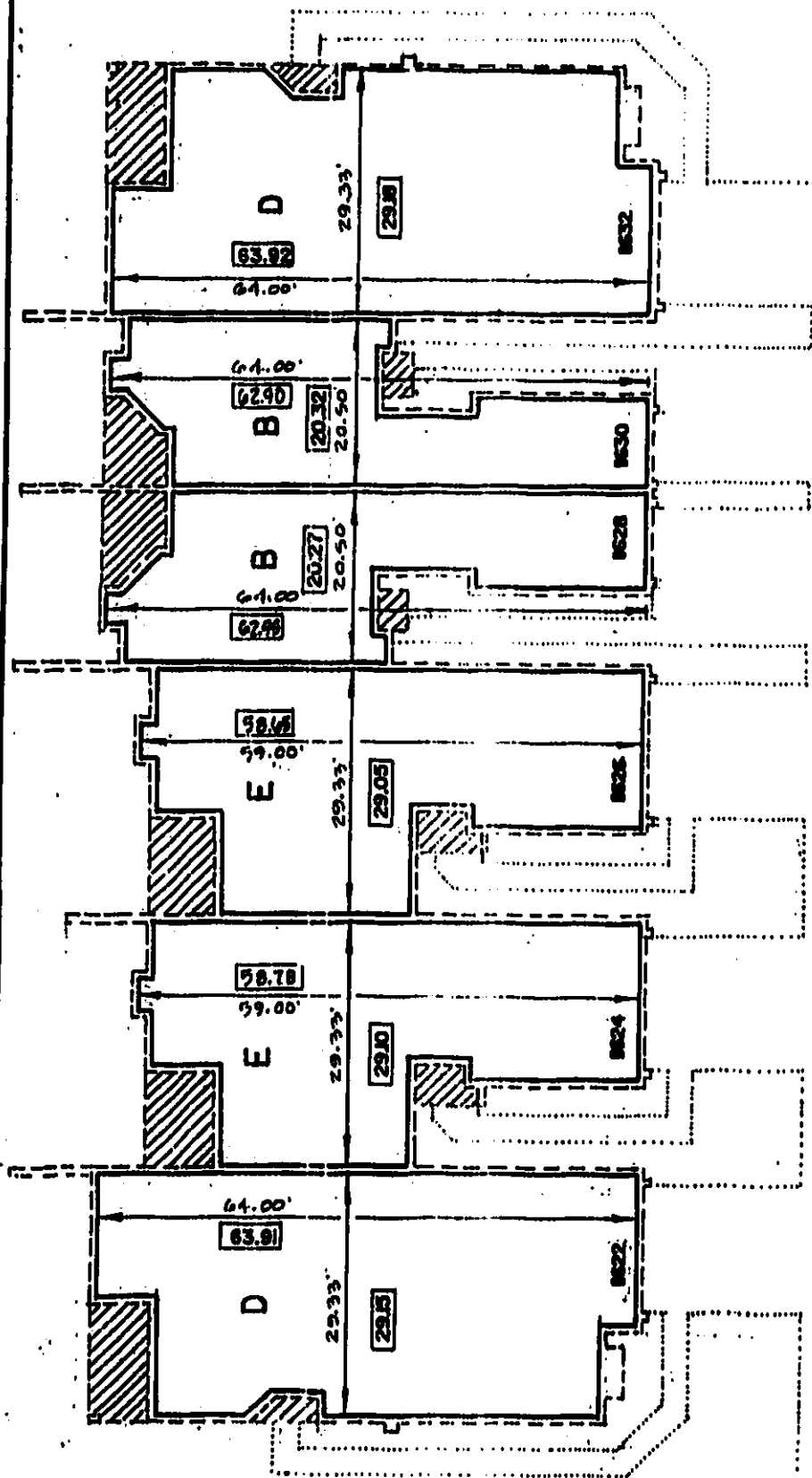
JOB NO.: 88-12-74

REVISIONS

REVISIONS	DATE	BY	CK'D.	F.B./P3.
REVISED EXHIBIT	6/15/90	T.Q.	<i>[Signature]</i>	N/A
FINAL AS-BUILT	6/15/90	T.Q.	<i>[Signature]</i>	FILE
ADD ADDRESS NOS.	6/15/90	T.Q.	<i>[Signature]</i>	FILE

BR17245PG0172

**"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM**



**TYPICAL SIX - UNIT BUILDING
(BUILDING NO. 3)**

	UNIT 301	UNIT 302	UNIT 303	UNIT 304	UNIT 305	UNIT 306
UPPER LIMITS OF APARTMENT	25.81	39.79	39.80	35.55	35.50	25.76
LOWER LIMITS OF APARTMENT	12.78	12.78	12.78	12.78	12.78	12.78

NOTE:

LIMITED COMMON ELEMENT.

INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

INDICATES "AS BUILT" PERIMETRICAL BOUNDARY OF EACH UNIT.

ELEVATIONS SHOWN HEREON ARE BASED
ON THE NATIONAL GEODETIC VERTICAL DATUM
(N.G.V.D.) OF 1923.

SHEET 10 of 11 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIEL CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
12921 N.W. 35th Street
Coral Springs, FL 33065
(305) 783-5710

SCALE: N.T.S.

F.B./P.G.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-71

REVISIONS

DATE

BY

CK'D.

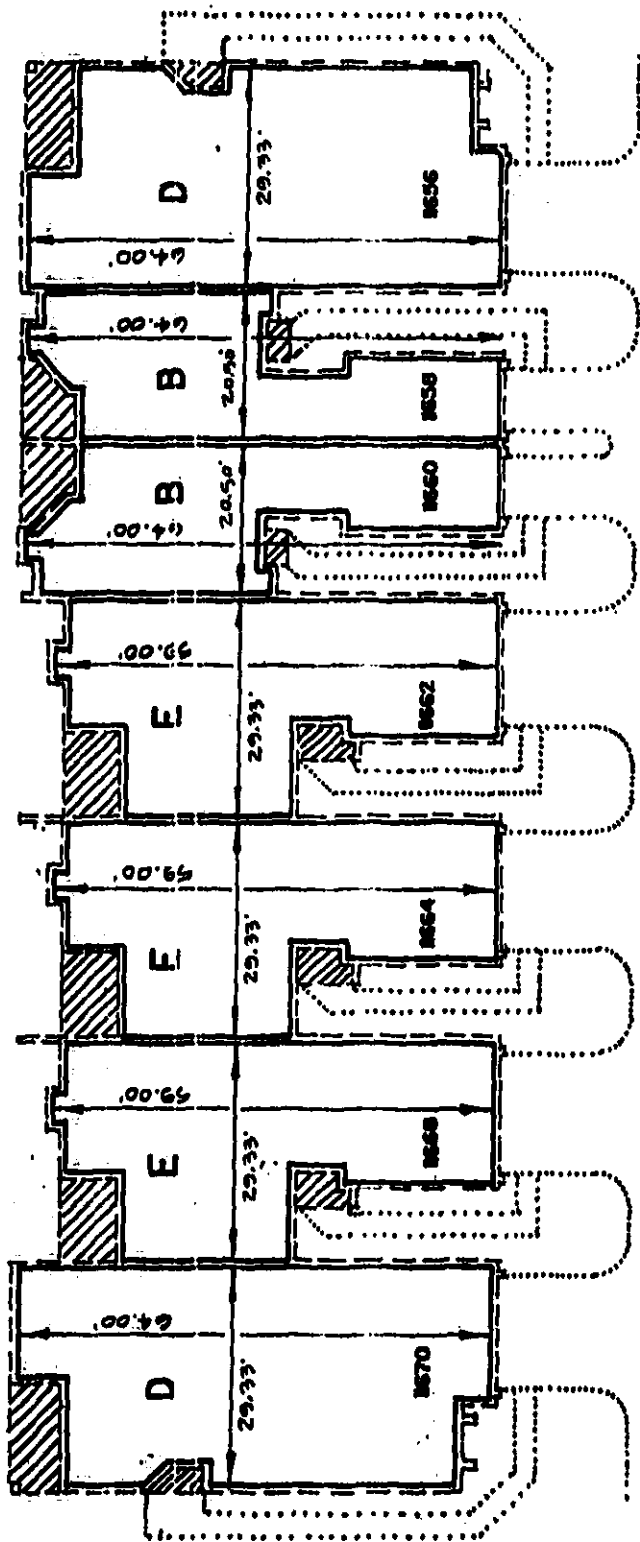
F.B./P.G.

REVISED	3/1/90	TD	FILE
AS-BUILT FINAL	1/18/90	T.Q.	FILE
ADD ADDRESS NOS.	6/19/89	TD	FILE

BRUNING 40-5000 74025-01

BK17215PG0173

**"EXHIBIT B-1" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM.**



**TYPICAL SEVEN-UNIT BUILDING
(BUILDING NO. 4)**

UPPER LIMITS OF APARTMENT
LOWER LIMITS OF APARTMENT

NOTE:
 LIMITED COMMON ELEMENT.
 INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.
 INDICATES AS BUILT PERIMETRICAL BOUNDARY OF EACH UNIT.

SHEET 11 of 11 SHEETS.

**EAGLE'S NEST TOWNHOMES
A CONDOMINIUM
FOR
JOSEPH BRICKETTO, INC. of FLORIDA**

NOTE:
THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.

REVISIONS 40-5000 74425-01



CONSULTING ENGINEERS, INC.
19321 N.W. 35th Street
Coral Springs, FL 33048
(305) 783-8210

SCALE: N.T.S.	REVISIONS: 1. 3/1/74	DATE: 6/19/89	BY: TD	CK'D: [Signature]	F.B./PG. FILE
F.B./PG.: FILE	DATE: 3/2/80	BY: [Signature]	CK'D: [Signature]	F.B./PG. FILE	
DRAWN BY: T.Q.	DATE: 3/2/80	BY: [Signature]	CK'D: [Signature]	F.B./PG. FILE	
CK'D. BY: [Signature]	DATE: 3/2/80	BY: [Signature]	CK'D: [Signature]	F.B./PG. FILE	
JOB NO.: 88-12-74	DATE: 3/2/80	BY: [Signature]	CK'D: [Signature]	F.B./PG. FILE	

BK17245P60174

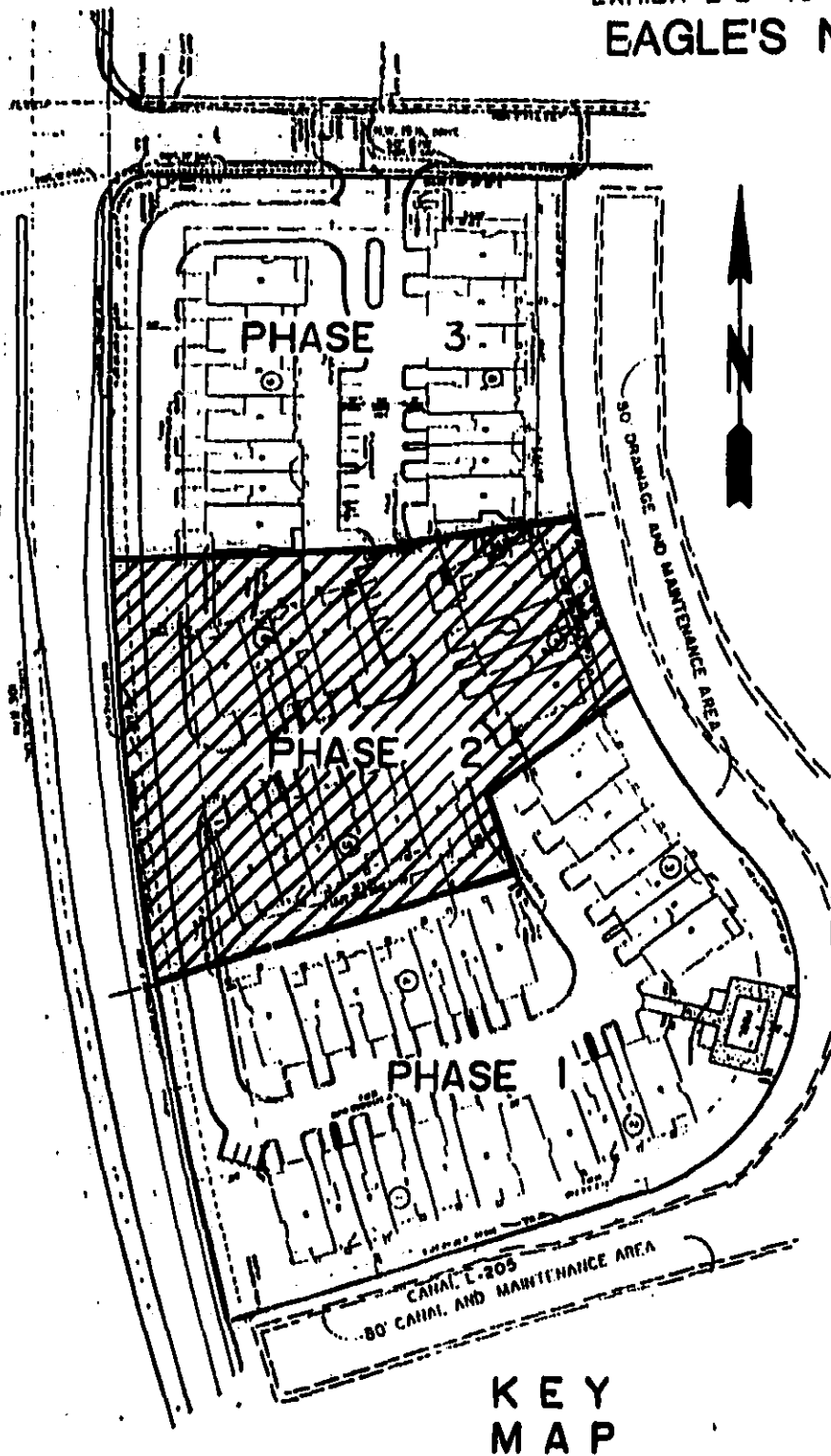
BK17245PGD175



FILE

"EXHIBIT B-2" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



KEY
MAP

BR17245PG0176

SHEET 2 of 12 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIEL CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
 12321 N.W. 38th Street
 Coral Springs, FL 33065
 (305) 783-8210

SCALE: N.T.S.

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY: *[Signature]*

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

3/12/90

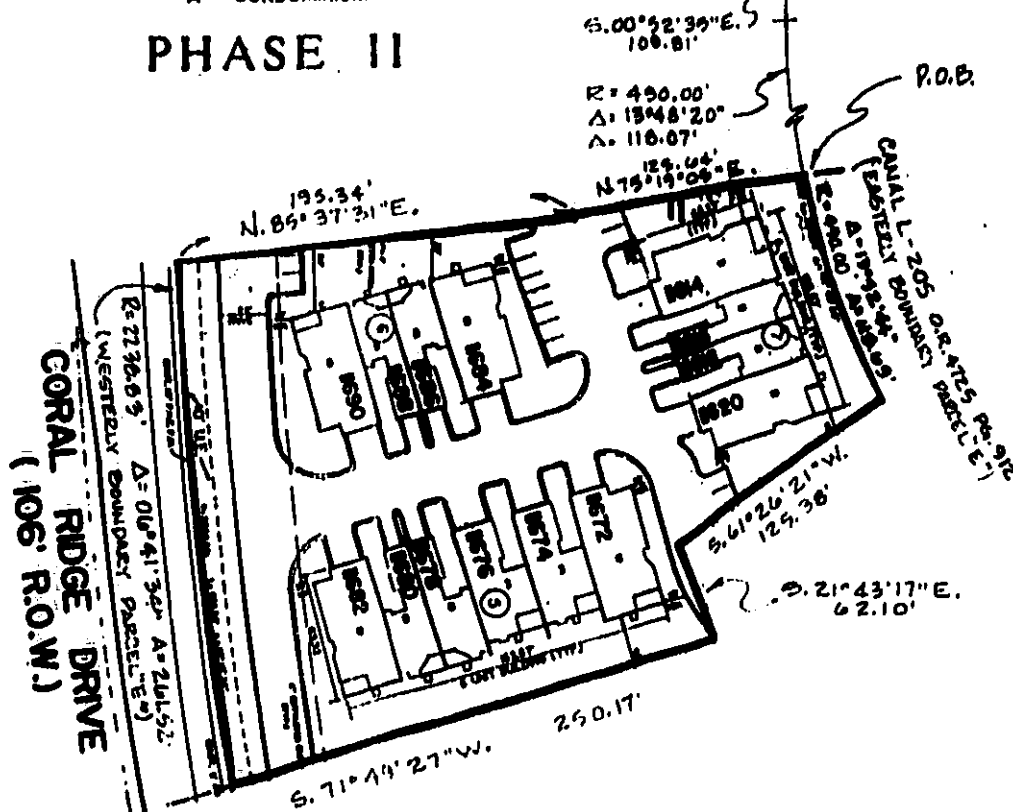
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N/A

BRUNING 40-5000 7428-01

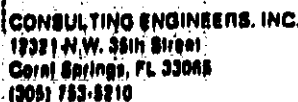
(P.O.C.) N.E. CORNER of
PARCEL "E", RB. 9B, PG 16
of (B.C.R)





CONTAINING 1.580 ACRES, MORE OR LESS.

SHEET 3 of 10 SHEETS.

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHER APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



	REVISIONS	DATE	BY	CK'D.	F.B./PG.
SCALE: N.T.S.					
F.B./PG.: FILE					
DRAWN BY: T.Q.					
CK'D. BY: 					
JOB NO.: 88-12-74	REVISED EXHIBIT ADD ADDRESS NOs	8/18/90 4/19/89	SSG TQ		N/A FILE

10-2076-0005-0 JAN 1981

BK17245PG0177

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

DESCRIPTION:

PARCEL E, CYPRESS RUN, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 93, PAGE 16 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF
CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING
5.850 ACRES, MORE OR LESS.

CERTIFICATION: BUILDINGS 5, 6, and 7,

THIS CERTIFICATION, MADE THIS 4th DAY OF APRIL, 1989,
BY THE UNDERSIGNED SURVEYING FIRM, IS MADE PURSUANT TO
THE PROVISIONS OF SECTION 718.104 (4) (c) OF THE FLORIDA
STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE
ATTACHED EXHIBIT "B 2", SHEETS 1 THROUGH 10 IS AN ACC-
URATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THERE-
ON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS AS
PROPOSED ARE SO THAT SUCH MATERIALS, TOGETHER WITH
THE WORDING IN THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES, A CONDOMINIUM, RELATING TO
MATTERS OF SURVEYING IS AN ACCURATE REPRESENTATION OF
THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS
DESCRIBED, AND THAT SAID IDENTIFICATION, LOCATION AND
DIMENSIONS OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS,
AND EACH APARTMENT CAN BE DETERMINED FROM THESE MATERIALS.


PAUL B. BREWER
REGISTERED LAND SURVEYOR
NO. 3240
STATE OF FLORIDA

BK 17245PG0178

SHEET 4 of 10 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH DRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELF CONSULTING ENGINEERS,
INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE
INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS,
RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER
MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO
REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION
SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH AP-
PROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT
ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD



CONSULTING ENGINEERS, INC.
19321 N.W. 35th Street
Coral Springs, FL 33065
(305) 753-8210

SCALE: N/A

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY: 

JOB NO.: 80-12-74

REVISIONS

DATE

BY

CK'D

F.B./PG.

REVISED DIMENSION DESCRIPTION

5/15/90

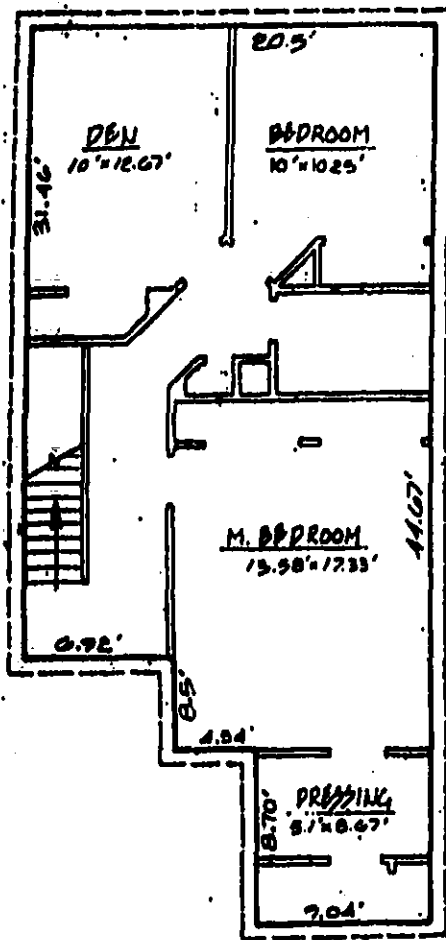
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JEB

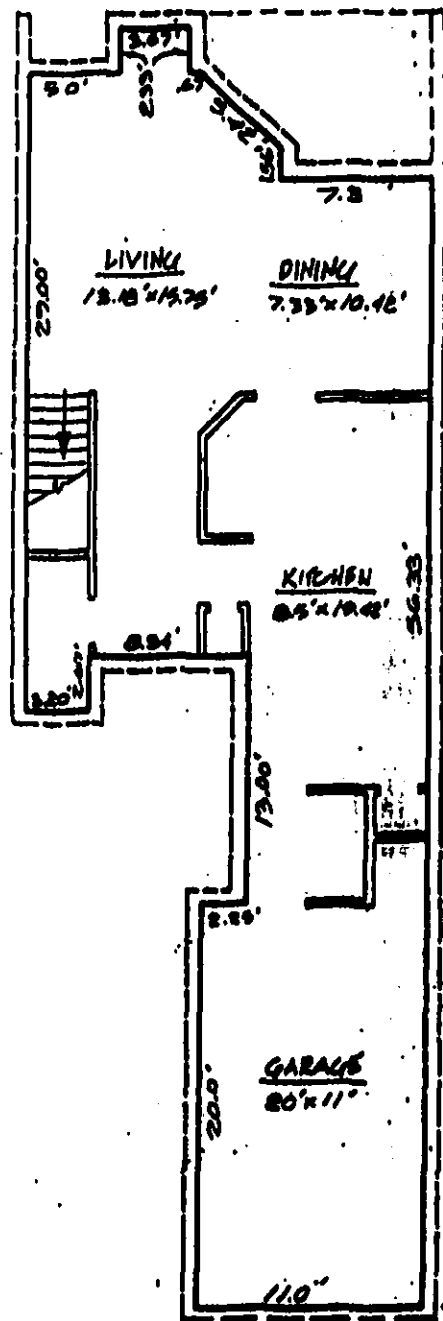
N/A

BRUNING 40-0005 7-2425 01

"EXHIBIT B-2" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
 A CONDOMINIUM



SECOND FLOOR



FIRST FLOOR

UNIT B

SCALE: 1" = 10'

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
 PREPARED BY THE DESIGN NETWORK, 7848 WILES RD. CORAL SPRINGS, FL.

SHEET 5 of 10 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
 FOR

JOSEPH BRICKEYTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
 12321 N.W. 38th Street
 Coral Springs, FL 33065
 (305) 753-5210

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

3/8/90

000

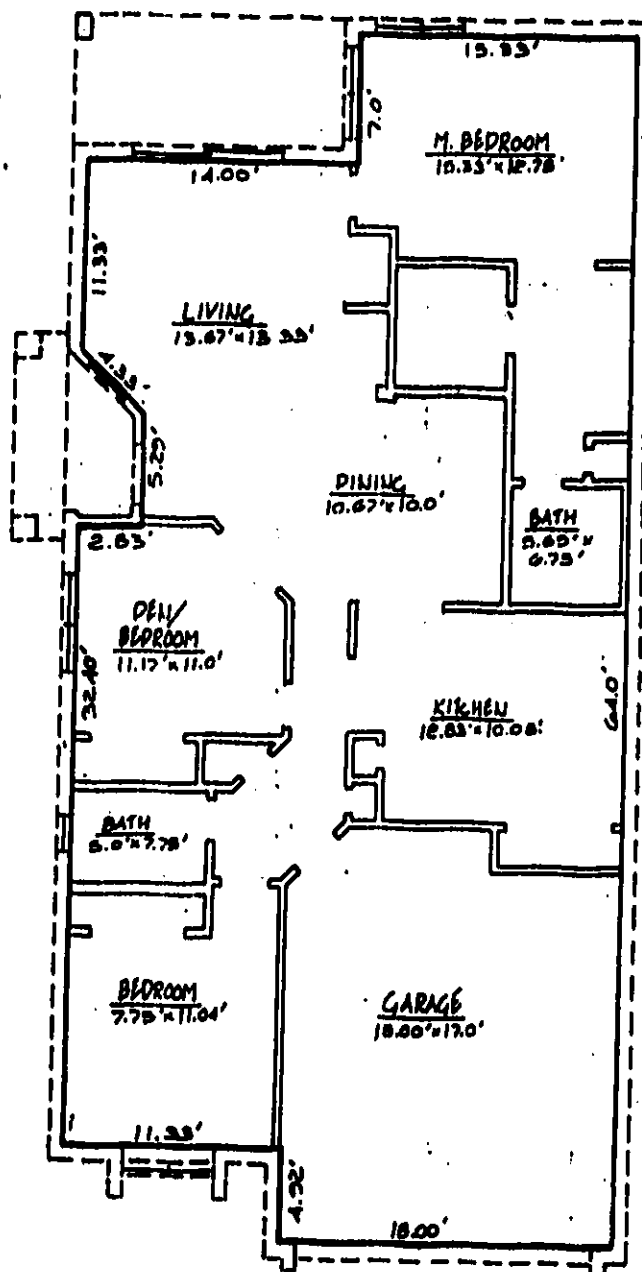
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BRUNING 40-5000 74426-01

BK 17245PG0179

"EXHIBIT B-2" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM



SCALE: 1" = 10'

UNIT D

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
PREPARED BY THE DESIGN NETWORK, 7848 WILES RD. CORAL SPRINGS, FL.

SHEET 6 of 10 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

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CONSULTING ENGINEERS, INC.
12321 N.W. 38th Street
Coral Springs, FL 33065
(305) 765-6210

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

3/10/90

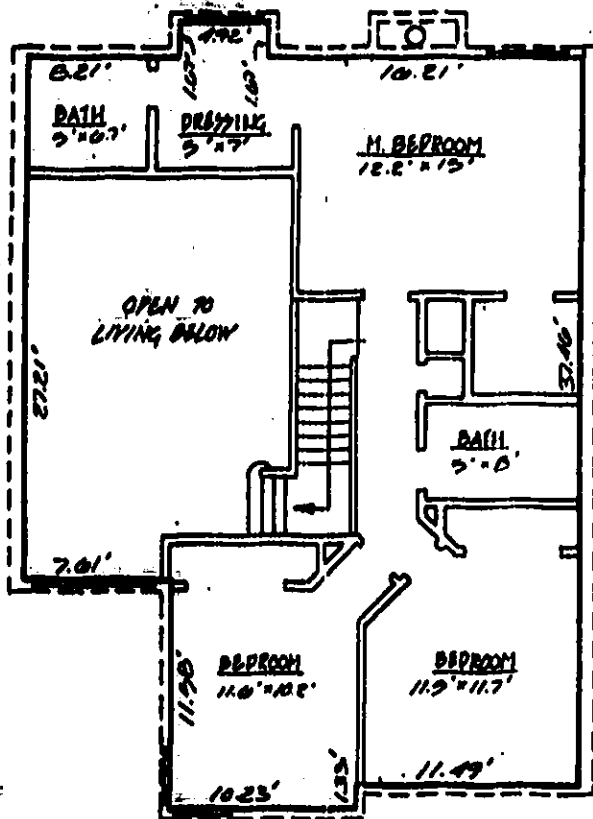
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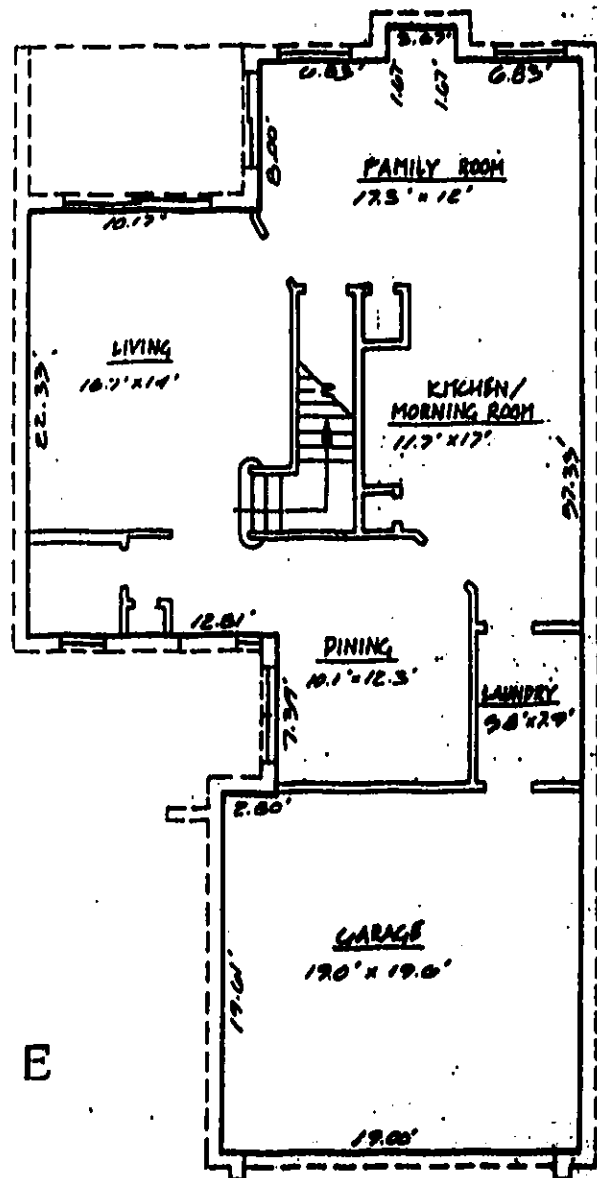
BRUNING 40-5000 74426-01

881724566188

'EXHIBIT B-2' TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
 A CONDOMINIUM



SECOND FLOOR



FIRST FLOOR

UNIT E

SCALE: 1" = 10'

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY THE DESIGN NETWORK, 7040 WILES RD, CORAL SPRINGS, FL.

SHEET 7 of 10 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

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CONSULTING ENGINEERS, INC.
 12321 N.W. 35th Street
 Coral Springs, FL 33068
 (305) 753-6210

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T. Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

3/15/90

DIO

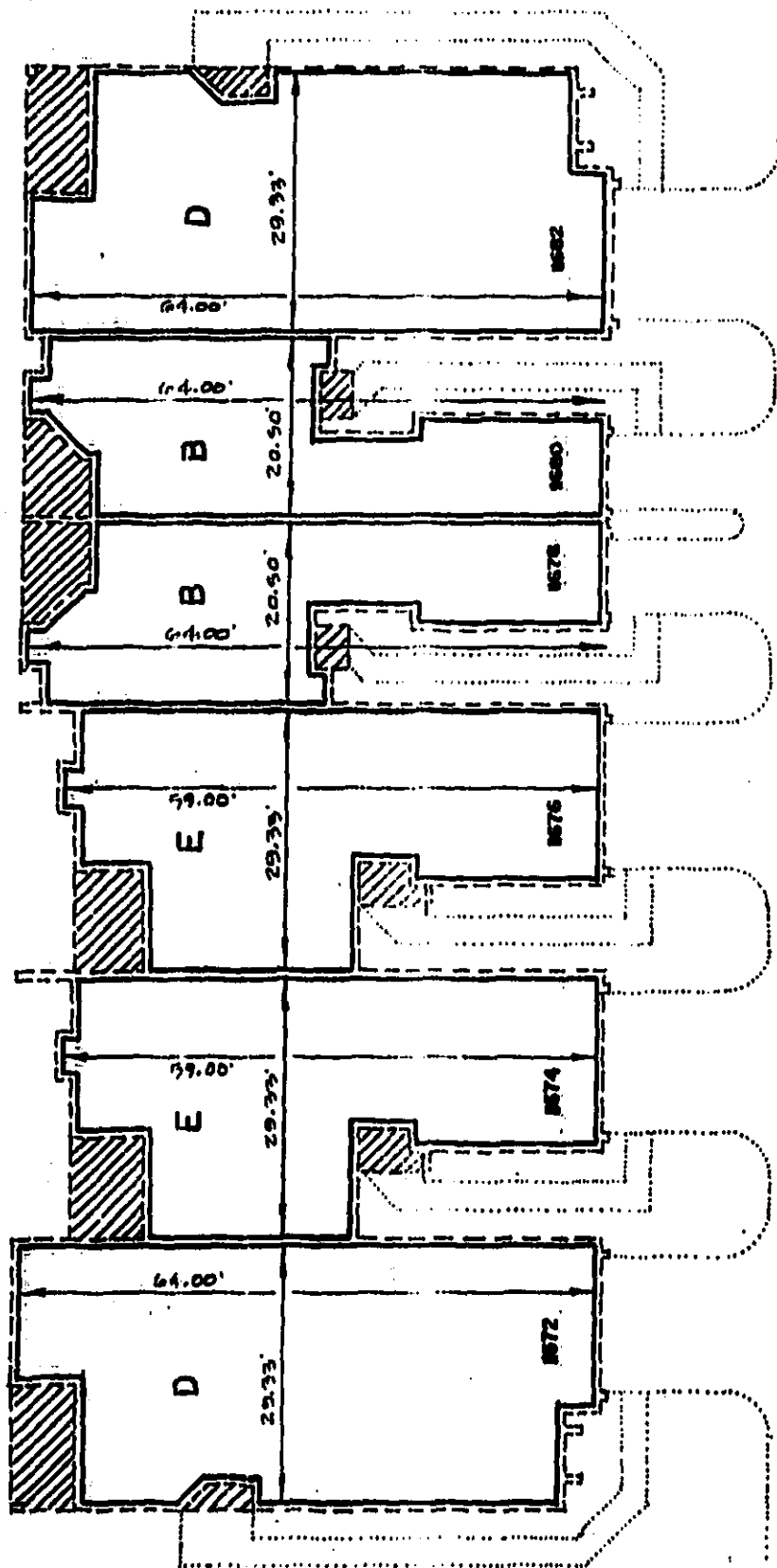
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N/A

BK 17245PG0181

BRUNING 40-5000 74426-01

"EXHIBIT B-2" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM



TYPICAL SIX - UNIT BUILDING
(BUILDING NO. 5)

UPPER LIMITS OF APARTMENT
LOWER LIMITS OF APARTMENT

NOTE:

LIMITED COMMON ELEMENT.

INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

INDICATES AS BUILT PERIMETRICAL BOUNDARY OF EACH UNIT.

SHEET 8 of 10 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICCHETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIEL CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION, LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
15321 N.W. 38th Street
Coral Springs, FL 33065
(305) 753-8210

SCALE: N.T.S.

F.B./P.G.: FILE

DRAWN BY: T.Q.

CK'D. BY: *R*

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./P.G.

Revised Exhibit
ADD ADDRESS NOB.

3/15/89
6/19/89

240
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R

N/A
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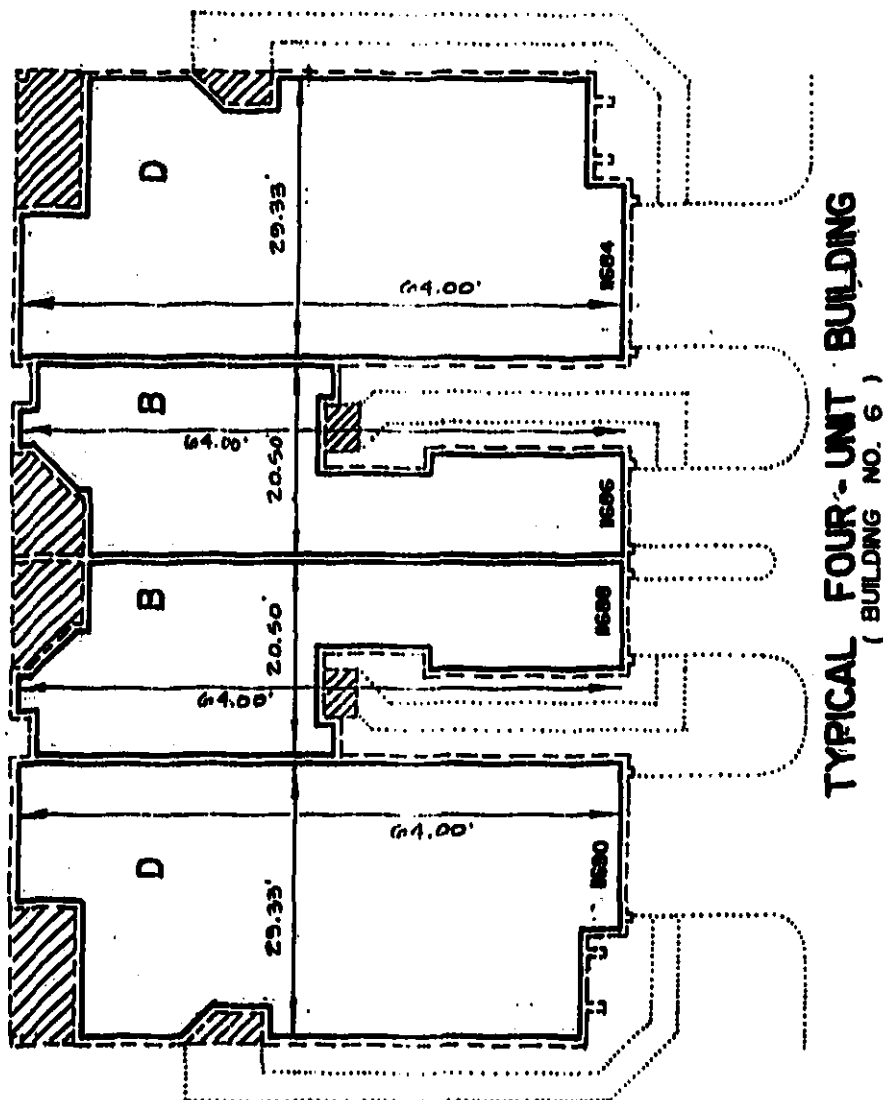
BRUNING 40-5000 74426-01

281095471130

'EXHIBIT B-2' TO THE DECLARATION OF CONDOMINIUM OF

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



TYPICAL FOUR-UNIT BUILDING
(BUILDING NO. 6)

UPPER LIMITS OF APARTMENT

LOWER LIMITS OF APARTMENT

NOTE:

LIMITED COMMON ELEMENT.

INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

INDICATES AS-BUILT PERIMETRICAL BOUNDARY OF EACH UNIT.

SHEET 9 of 10 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICCHETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIEL CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.

BR17245PC0183



CONSULTING ENGINEERS, INC.
18321 N.W. 35th Street
Coral Springs, FL 33065
(305) 765-8210

SCALE: N.T.S.

F.B./P.G.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./P.G.

REVISED EXHIBIT

ADD ADDRESS NO. 6.

3/15/90

6/19/89

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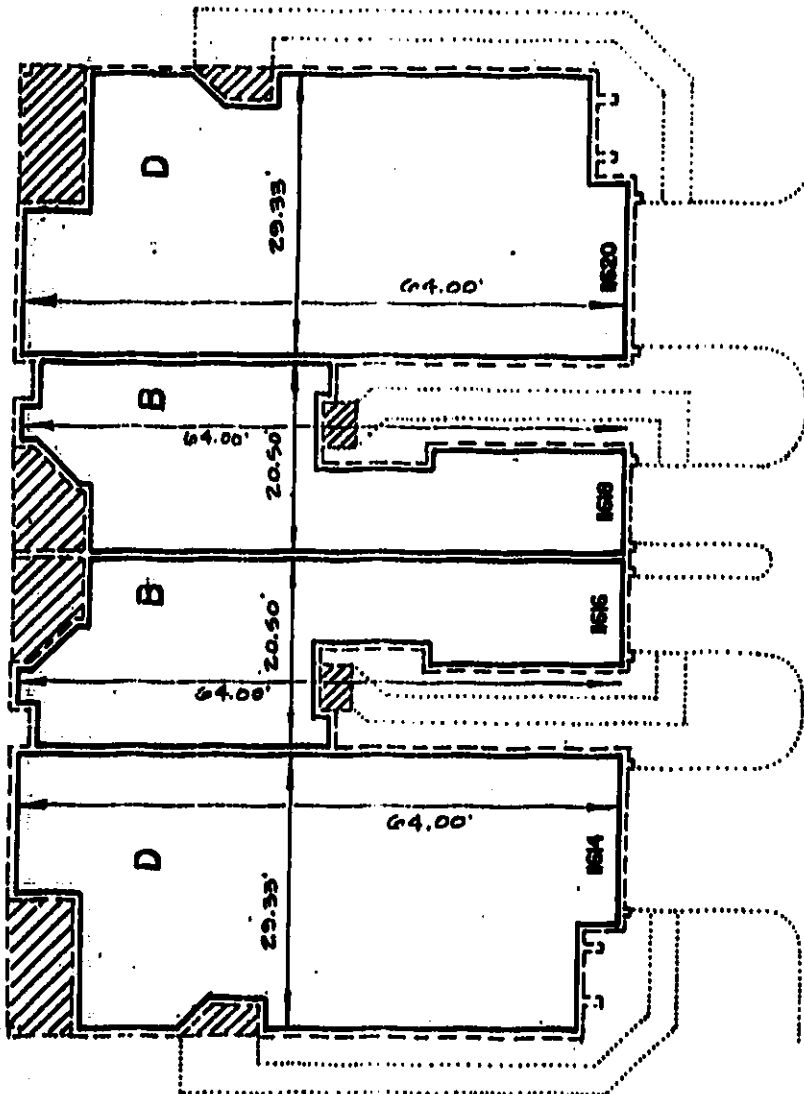
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'EXHIBIT B-2' TO THE DECLARATION OF CONDOMINIUM OF

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



TYPICAL FOUR-UNIT BUILDING
(BUILDING NO. 7)

UPPER LIMITS OF APARTMENT

LOWER LIMITS OF APARTMENT

NOTE:

- LIMITED COMMON ELEMENT.

- INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

- INDICATES AS-BUILT PERIMETRICAL BOUNDARY OF EACH UNIT.

SHEET 10 of 10 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, ADJACENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
18321 N.W. 38th Street
Coral Springs, FL 33088
(305) 793-8210

SCALE: N.T.S.

P.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

P.B./P.J.

REVISED EXHIBIT
ADD ADDRESS 1105.

3/15/90
6/19/89

PGC
T.Q.

FILE

FILE

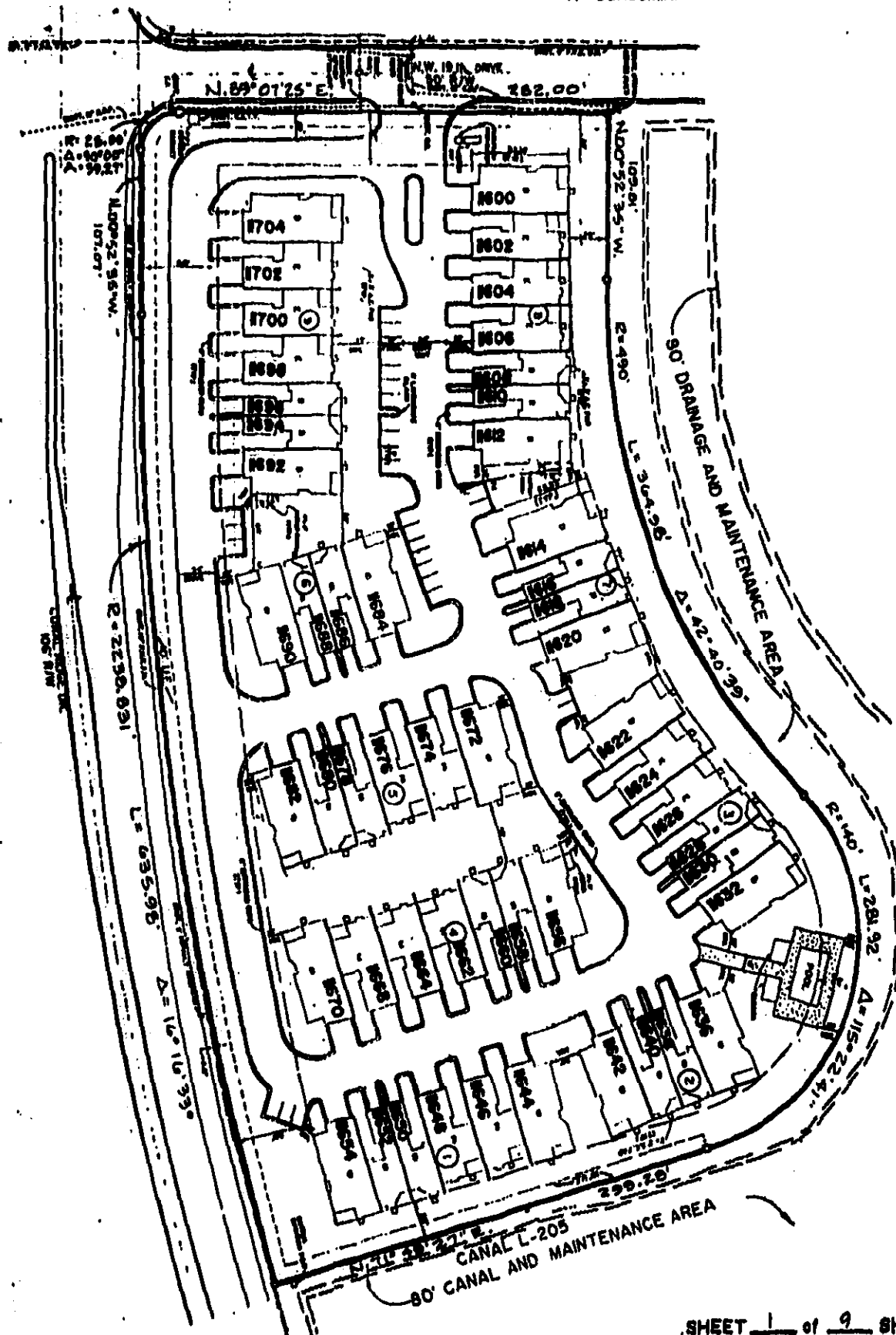
BRICKETTO 40-5000 7425-01

BK17245P60194

SITE PLAN

"EXHIBIT B-3" TO THE DECLARATION OF CONDOMINIUM OF EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



BK17245PG0185

SHEET 1 of 9 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
12321 N.W. 38th Street
Coral Springs, FL 33085
(305) 763-8210

SCALE: N.T.S.

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

ADD ADDRESS#, CHANGE SHEET & EXHIBIT #:

8/12/90

250

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FILE

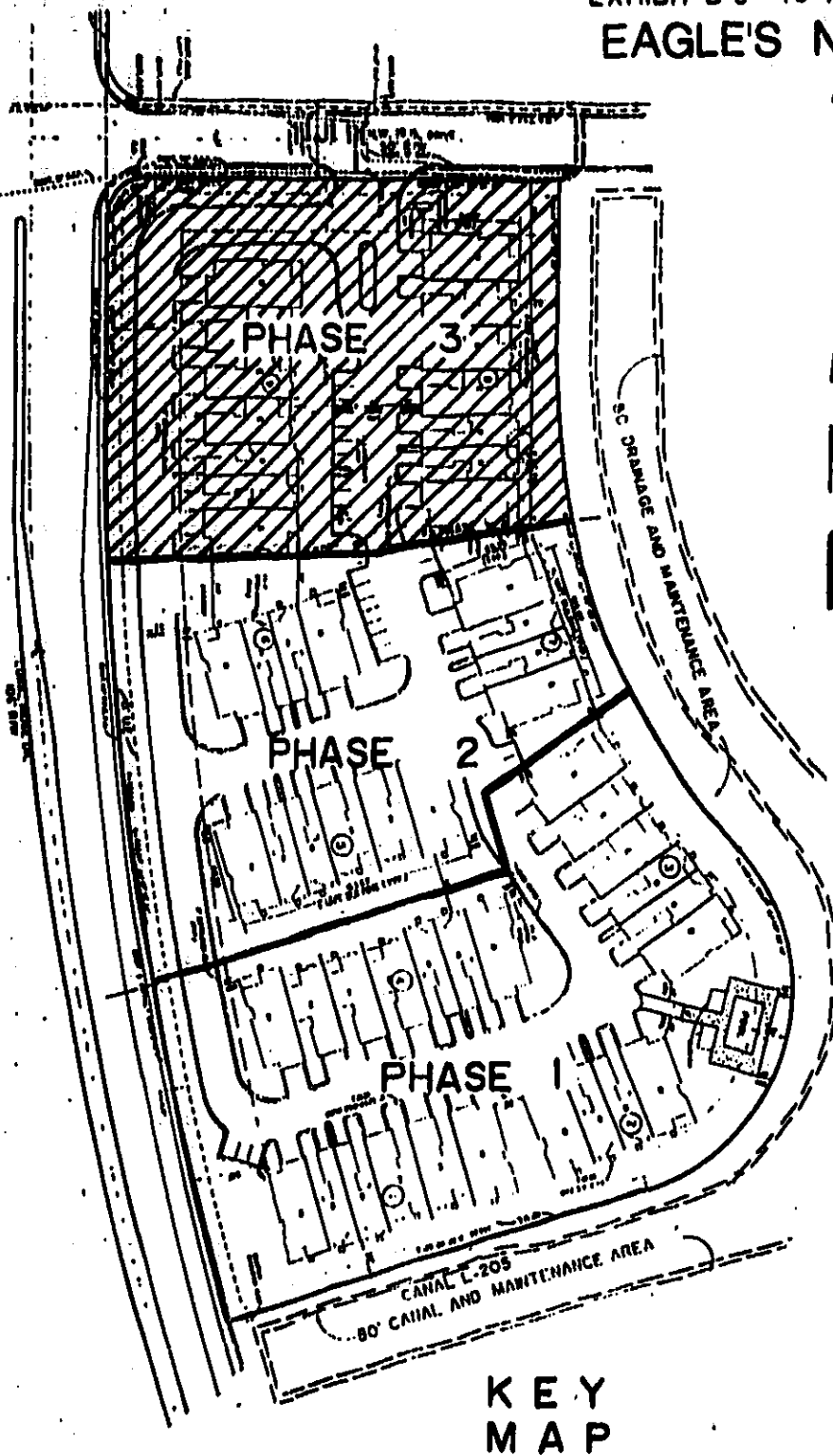
T.Q.

FILE

10-2747 0005-00 SHAWING

"EXHIBIT B-3" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



KEY
MAP

BK 17245PG0186

SHEET 2 of 2 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR
JOSEPH BRICCKETTO, INC. of FLORIDA

NOTE:

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CONSULTING ENGINEERS, INC.
12321 N.W. 35th Street
Coral Springs, FL 33065
(305) 783-8910

SCALE: N.T.S.

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY: *P*

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

5/11/74

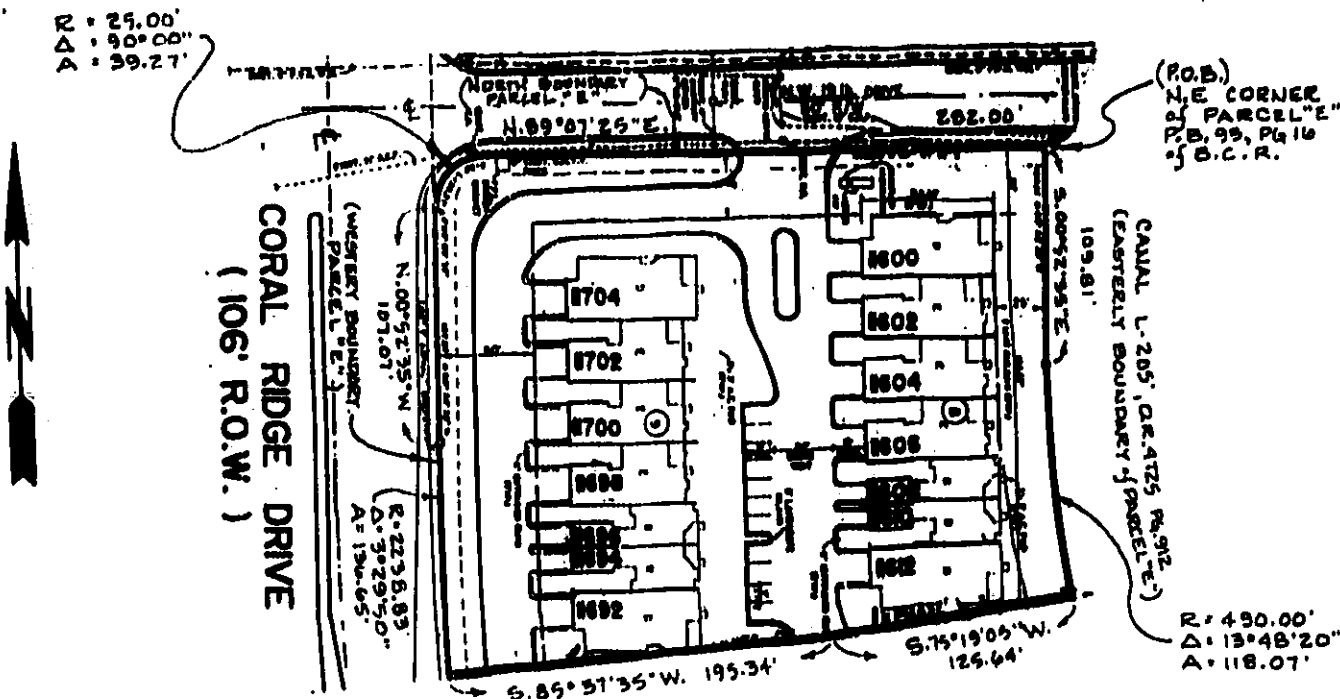
BCP

P

N/A

BROWNING 40-5000 74426-01

EXHIBIT B-3 TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM
PHASE III



DESCRIPTION: PHASE III

A PORTION OF PARCEL E, CYPRESS RUN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE S. 00° 52' 35\"/>

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, FLORIDA.

CONTAINING 1.810 ACRES, MORE OR LESS.

CERTIFICATE:

I hereby certify that the attached sketch and description of the above-described property is true and correct to the best of my knowledge and belief, and conforms to the Minimum Technical Standards as adopted by the Board of Land Surveyors (Ch. 21HH-6.06, Florida Administrative Code), as prepared under my direction in

Paul E. Brewer
Registered Land Surveyor No. 3240
State of Florida

Dated: APRIL 4, 1989

SHEET 2 of 2 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THILLE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD



CONSULTING ENGINEERS, INC.
17321 N.W. 38th Street
Coral Springs, FL 33065
(305) 783-8210

SCALE: N.T.S.

F.B./P.O.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./P.O.

REVISED 04/10/89

ADD ADDRESS NO.

8/15/90

6/10/89

ACK

T.Q.

N/A

FILE

BK 17245 PG 0187

BRUNING 40-5000 74425-01

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

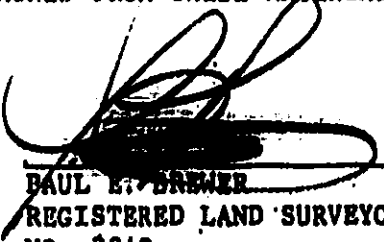
DESCRIPTION:

PARCEL E, CYPRESS RUN, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 93, PAGE 16 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF
CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING
5.850 ACRES, MORE OR LESS.

CERTIFICATION: BUILDINGS 8 and 9,

THIS CERTIFICATION, MADE THIS 4th DAY OF APRIL, 1989,
BY THE UNDERSIGNED SURVEYING FIRM, IS MADE PURSUANT TO
THE PROVISIONS OF SECTION 718.104 (4) (e) OF THE FLORIDA
STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE
ATTACHED EXHIBIT "B-3", SHEETS 1 THROUGH 9 IS AN ACC-
URATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THERE-
ON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS AS
PROPOSED ARE SO THAT SUCH MATERIALS, TOGETHER WITH
THE WORDING IN THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES, A CONDOMINIUM, RELATING TO
MATTERS OF SURVEYING IS AN ACCURATE REPRESENTATION OF
THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS
DESCRIBED, AND THAT SAID IDENTIFICATION, LOCATION AND
DIMENSIONS OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS,
AND EACH APARTMENT CAN BE DETERMINED FROM THESE MATERIALS.


PAUL E. BREWER
REGISTERED LAND SURVEYOR
NO. 3240
STATE OF FLORIDA

BK 17245 PG 0188

SHEET 4 of 9 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE

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INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE
INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS,
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CONSULTING ENGINEERS, INC.
12321 N.W. 35th Street
Coral Springs, FL 33066
(305) 783-8210

SCALE: N/A

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY: 

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT F DESCRIPTION

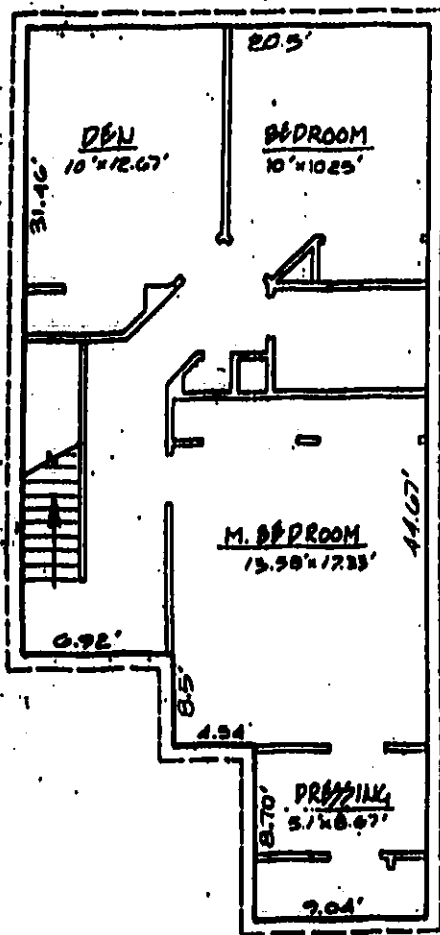
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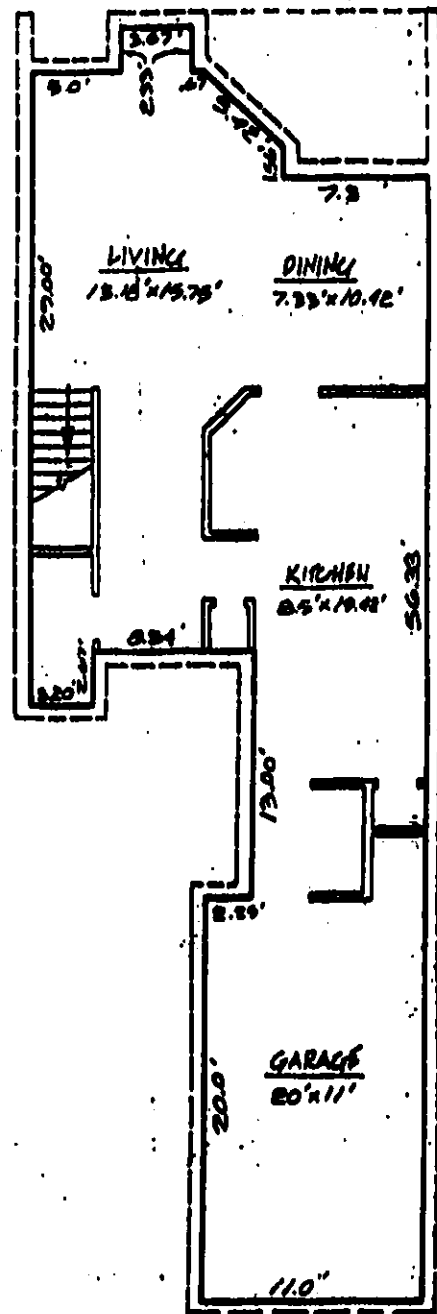
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JHA

"EXHIBIT B-3" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
 A CONDOMINIUM



SECOND FLOOR



FIRST FLOOR

UNIT B

SCALE: 1" = 10'

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY THE DESIGN NETWORK, 7848 WILES RD. CORAL SPRINGS, FL.

SHEET 5 of 9 SHEETS.

DK17245PEU189

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIBLE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
 19321 N.W. 35th Street
 Coral Springs, FL 33068
 (305) 783-8210

SCALE: 1" = 10'

P. B./PG.: FILE

DRAWN BY: T.O.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

P.B./PG.

REVISED EXHIBIT

3/8/90

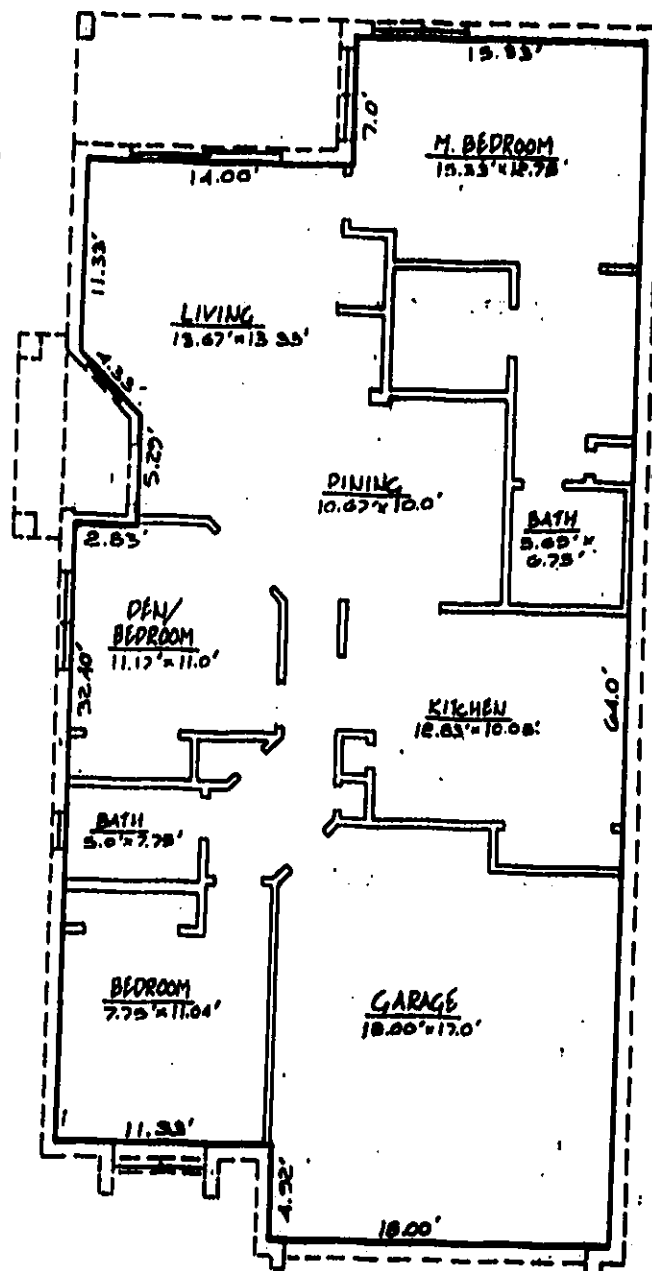
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N/A

BRUNING 40-5000 74426-01

**"EXHIBIT B-3" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM**



SCALE: 1" = 10'

UNIT D

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
PREPARED BY THE DESIGN NETWORK, 7948 WILES RD. CORAL SPRINGS, FL.

SHEET 6 of 9 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS. AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



BREWER & THIELE
CONSULTING ENGINEERS, INC.
18321 N.W. 38th Street
Coral Springs, FL 33065
(305) 783-8210

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

Revised Exhibit

3/15/99

060

N/A

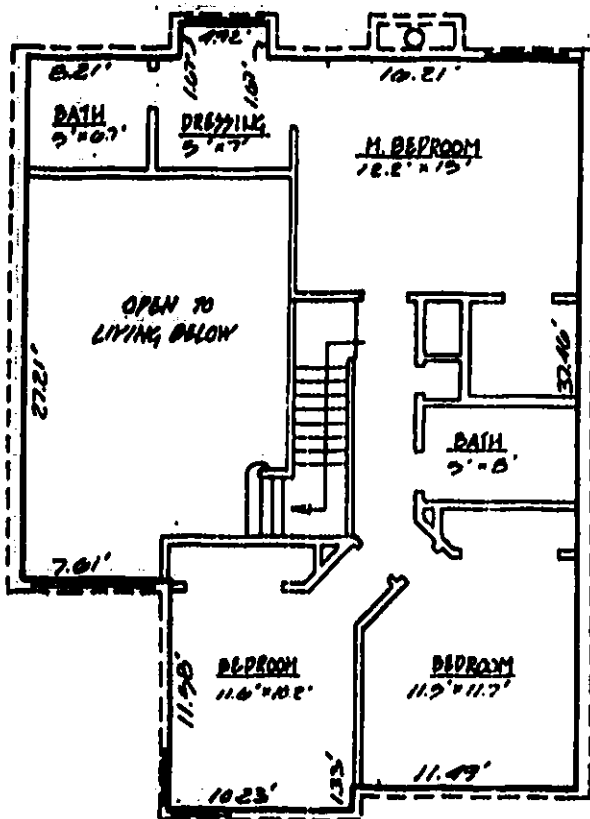
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BRUNING 40-5000 74426-01

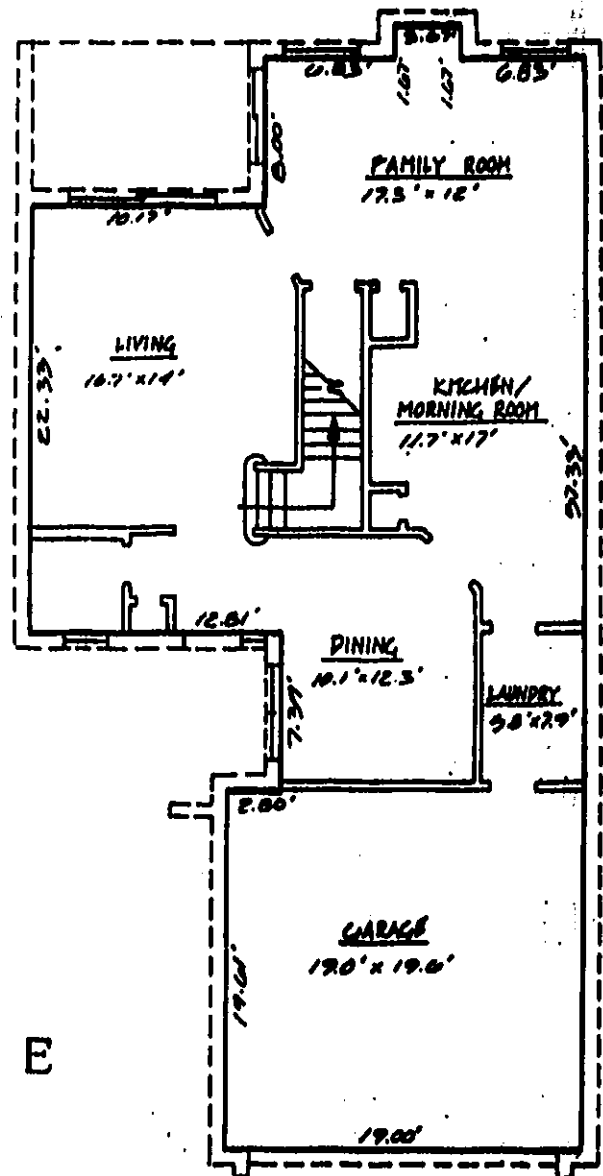
BK17245P60190

"EXHIBIT B-3" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES

A CONDOMINIUM



SECOND FLOOR



FIRST FLOOR

UNIT E

SCALE: 1" = 10'

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
PREPARED BY THE DESIGN NETWORK, 7848 WILES RD. CORAL SPRINGS, FL.

SHEET 7 of 9 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM

FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIELE CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
12321 N.W. 35th Street
Coral Springs, FL 33065
(305) 753-5210

SCALE: 1" = 10'

F.B./PG.: FILE

DRAWN BY: T. Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REVISED EXHIBIT

3/12/99

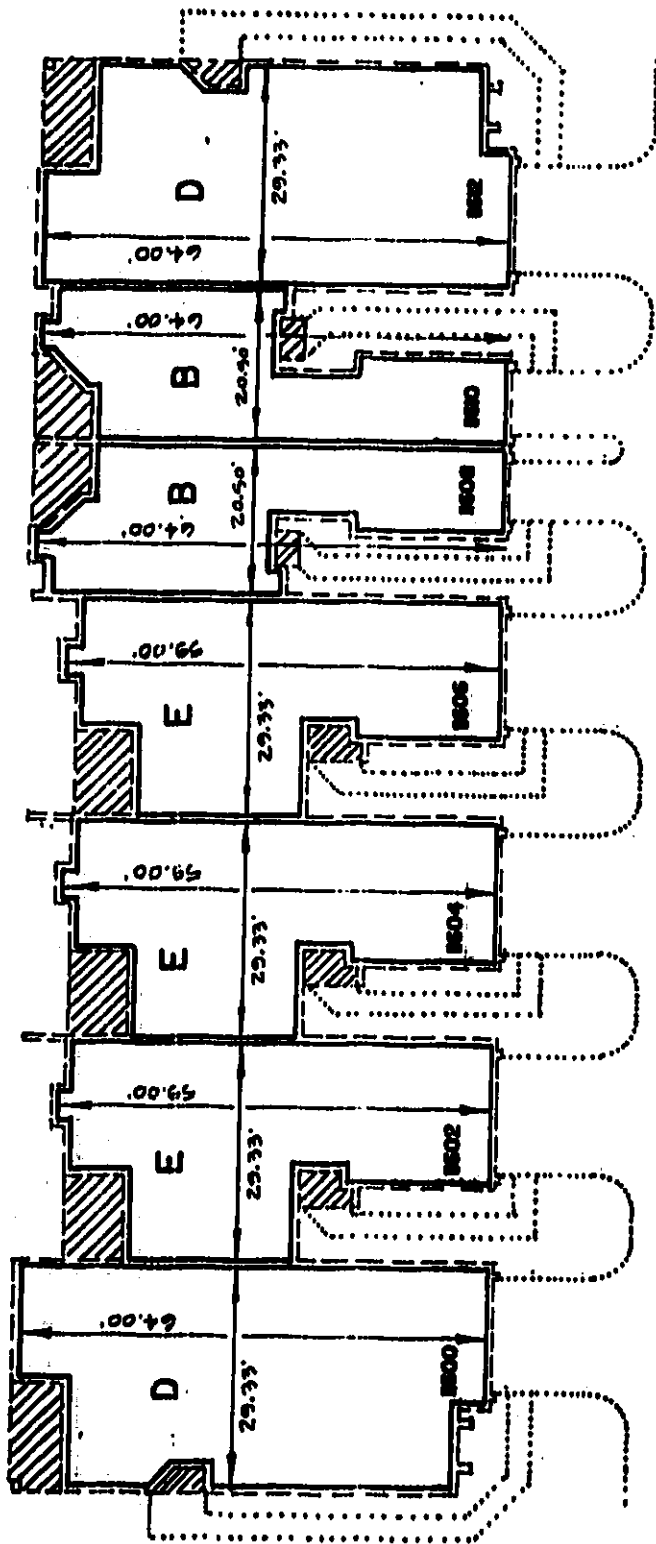
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N/A

BRUNING 40-5000-74425-01

BK17245PG0191

**"EXHIBIT B-3" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
A CONDOMINIUM**



**TYPICAL SEVEN-UNIT BUILDING
(BUILDING NO. 8)**

UPPER LIMITS OF APARTMENT

LOWER LIMITS OF APARTMENT

NOTE:

LIMITED COMMON ELEMENT.

INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

INDICATES AS BUILT PERIMETRICAL BOUNDARY OF EACH UNIT.

BK-72458601-92

SHEET 8 of 9 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
FOR

JOSEPH BRICCHETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIEL CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



BREWER & THIEL
CONSULTING ENGINEERS, INC.
12321 N.W. 38th Street
Coral Springs, FL 33068
(305) 783-8810

SCALE: N.T.S.

F.B./PG.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-71

REVISIONS

DATE

BY

CK'D.

F.B./PG.

REvised EXHIBIT

ADD. ADDRESS NOB.

3/12/90

6/19/89

OLD

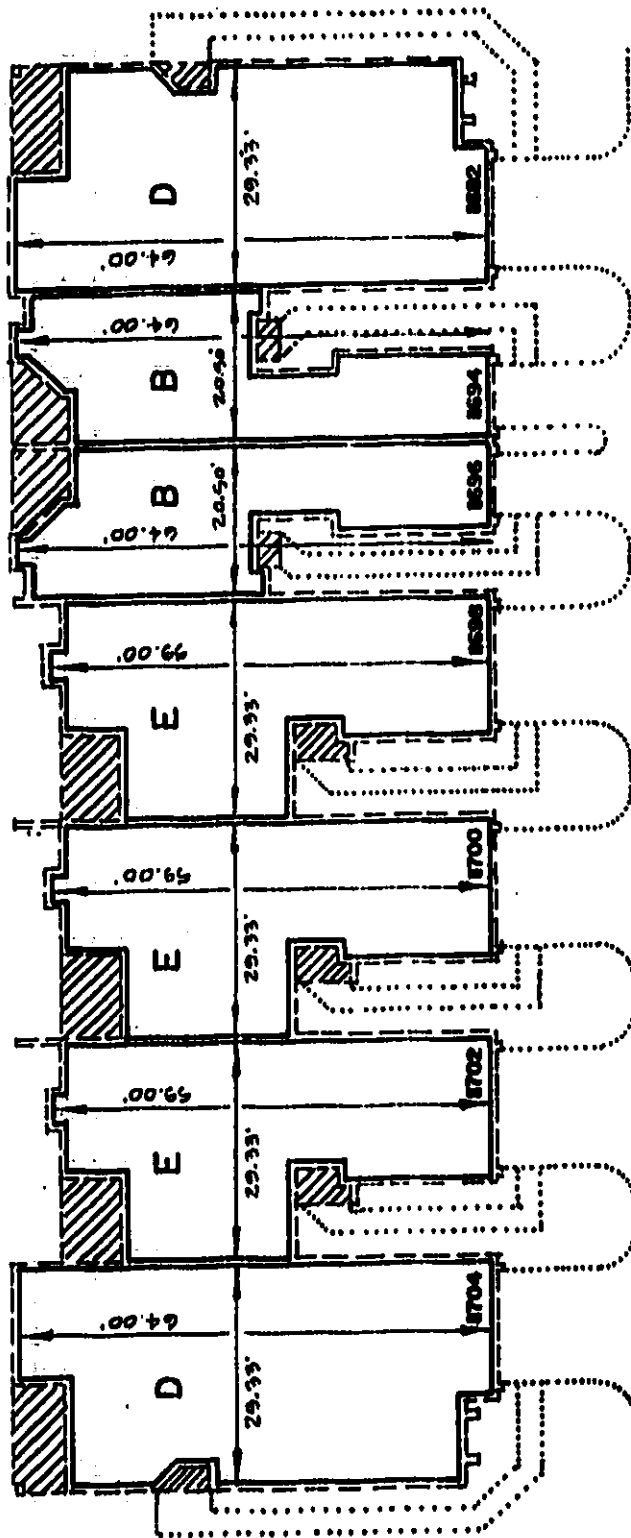
TQ

N/A

FILE

REVISION 40-5000 74425-01

"EXHIBIT B-3" TO THE DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST TOWNHOMES
 A CONDOMINIUM



TYPICAL SEVEN-UNIT BUILDING
 (BUILDING NO. 9)

UPPER LIMITS OF APARTMENT

LOWER LIMITS OF APARTMENT

NOTE:

LIMITED COMMON ELEMENT.

INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

INDICATES AS BUILT PERIMETRICAL BOUNDARY OF EACH UNIT.

BK17245P60193

SHEET 9 of 9 SHEETS.

EAGLE'S NEST TOWNHOMES

A CONDOMINIUM
 FOR

JOSEPH BRICKETTO, INC. of FLORIDA

NOTE:

THE UNDERSIGNED AND BREWER & THIEL CONSULTING ENGINEERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.



CONSULTING ENGINEERS, INC.
 12321 N.W. 35th Street
 Coral Springs, FL 33065
 (305) 783-8910

SCALE: N.T.S.

F.B./P.G.: FILE

DRAWN BY: T.Q.

CK'D. BY:

JOB NO.: 88-12-74

REVISIONS

DATE

BY

CK'D.

F.B./P.G.

REVISED EXHIBIT
 ADD ADDRESS NOS.

3/15/90
 6/19/89

DG
 T.Q.

N/A
 FILE

10-277/0005-02-5110-01

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 6, 1989, as shown by the records of this office.

The document number of this corporation is N31560.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of April, 1989.



Jim Smith

Jim Smith
Secretary of State

BK17245PC0194

EXHIBIT C

EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not for Profit)

The undersigned, by these Articles, hereby associate for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name and address of the proposed corporation shall be:

EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC.
2583 S. E. 8th Street
Pompano Beach, Florida 33062

ARTICLE II

PURPOSE

The purpose and objects of the Corporation shall be to administer the operation and management of EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "CONDOMINIUM", an apartment project to be established in accordance with the Condominium Act of the State of Florida, upon certain real property situate, lying and being in Broward County, Florida, and to undertake the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM, in accordance with the terms and provisions which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Broward County, Florida, at the time said property and the improvements now and hereafter situate thereon are submitted to a plan of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said CONDOMINIUM. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III

POWERS

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges designated for Corporations Not for Profit as set forth in Chapter 617, Florida Statutes, 1980, as the same shall now exist or as the same shall from time to time be amended and all powers set forth in Chapter 718, Florida Statutes, 1980, as the same shall now exist or as the same shall from time to time be amended.
2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:
 - (a) To make and establish reasonable rules and regulations governing the use of APARTMENTS and COMMON ELEMENTS in the CONDOMINIUM as said terms may be defined in said Declaration of Condominium to be recorded.
 - (b) To levy and collect assessments against members of the Corporation and to defray the common expenses of the CONDOMINIUM as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation, which may be hereafter adopted,

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including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including APARTMENTS in the CONDOMINIUM; which may be necessary and convenient in the operation and management of the CONDOMINIUM, and in accomplishing the purposes set forth in said Declaration of Condominium.

- (c) To maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and make further improvements of the CONDOMINIUM property.
- (d) To contract for the management of the CONDOMINIUM and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Administration or Membership of the Corporation.
- (e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted and the Rules and Regulations governing the sue of said CONDOMINIUM, as the same may be hereafter established.
- (f) To exercise, undertake and accomplish all of the rights and duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

ARTICLE IV

MEMBERSHIP

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The owners of all APARTMENTS in the CONDOMINIUM shall be members of the Corporation and no other persons or entities shall be entitled to membership, except as provided in Item (5) of this Article IV.
2. Membership shall be established by the acquisition of fee simple title to an APARTMENT in the CONDOMINIUM or by acquisition of a fee simple ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee simple ownership interest in any APARTMENT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two (2) or more APARTMENTS, or who may own a fee simple ownership interest in two (2) or more APARTMENTS, so long as such party shall retain title to or a fee simple ownership interest in any APARTMENT.
3. The interest of a member of the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his APARTMENT. The funds

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and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one (1) vote for each APARTMENT in the CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each APARTMENT in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one (1) APARTMENT, such member shall be entitled to exercise or cast as many votes as he owns APARTMENTS, in the manner provided by said By-Laws.
5. Until such time as the property referred to in Article II hereof and the improvements which may be hereafter constructed thereon, are submitted to a plan of Condominium ownership by the recordation of said Declaration of Condominium, the membership of the Corporation shall be composed of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one (1) vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V

TERM

The Corporation shall have perpetual existence.

ARTICLE VI

PRINCIPAL OFFICE

The principal office of the Corporation shall be located at:
2582 S. E. 8th Street
Pompano Beach, Florida 33062,
but the Corporation may maintain offices and transact business in such other places within or without the State of Florida, as may from time to time be designated by the Board of Administration.

ARTICLE VII

SUBSCRIBERS

The names and addresses of each subscriber to the Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph C. Bricketto	2582 S. E. 8th Street Pompano Beach, FL 33062
Jon F. Carleton	1207 N. E. 1st Avenue Ft. Lauderdale, FL 33304
Joseph M. Papasso	6751 N. W. 23rd Street Margate, FL 33063

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ARTICLE VIII

ADMINISTRATORS

The affairs of the Corporation shall be managed by a Board of Administration, which shall consist of not less than three (3) nor more than seven (7) Administrators and shall always be and odd number. The members of the Board of Administration shall be elected by the members of the Corporation at the Annual Meeting of the membership as provided by the By-Laws of the Corporation and at least a majority of the Board of Administration shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Administrators may be removed and vacancies on the Board of Administration shall be filled in the manner set forth by the By-Laws.

The names and addresses of the members of the first Board of Administration who shall hold office until removed are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph C. Bricketto	2582 S. E. 8th Street Pompano Beach, FL 33062
Jon F. Carleton	1207 N. E. 1st Avenue Ft. Lauderdale, FL 33304
Joseph M. Papasso	6751 N. W. 23rd Street Margate, FL 33063

ARTICLE X

INITIAL REGISTERED AGENT AND INITIAL REGISTERED OFFICE

The Corporation has designated the following as the Registered Agent and the Registered Office for the Corporation, pursuant to Florida Statutes, to wit:

Joseph C. Bricketto
2582 S. E. 8th Street
Pompano Beach, Florida 33062

ARTICLE XI

BY LAWS

The first By-Laws of the Corporation shall be adopted by the Board of Administration and may be altered, amended or rescinded by the Administrators and members in the manner provided by the By-Laws.

ARTICLE XII

AMENDMENTS

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

- A. 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.

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- B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Administration or by ten percent (10%) of the members of the Corporation. Administrators and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than seventy-five percent (75%) of the members of the Corporation.
- C. In the alternative, an amendment may be made by and agreement signed and acknowledged by all the record owners of APARTMENT units in the manner required for the execution of a deed.
- D. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article VIII hereof without approval in writing by all members and the written consent of all record owners of mortgages upon the CONDOMINIUM. No amendment shall be made that is in conflict with the Condominium Act (Chapter 718, Florida Statutes) or the Declaration of Condominium.
- E. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Broward County, Florida.

ARTICLE XIII

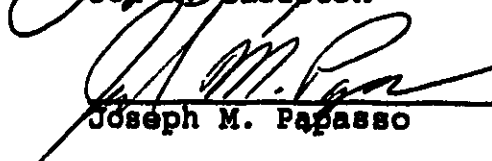
INDEMNIFICATION

Every Administrator and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Administrator or Officer of the Corporation, whether or not he is an Administrator or Officer at the time such expenses are incurred, except in such cases wherein the Administrator or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of Indemnification shall be in addition to and not exclusive of all other rights to which such Administrator or Officer may be entitled.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 4th day of April, 1989, at Coral Springs, Broward County, Florida.


Joseph C. Briaketto


Jon E. Carleton


Joseph M. Papasso

EX-17245PG0199

STATE OF FLORIDA)
COUNTY OF BROWARD)

SS

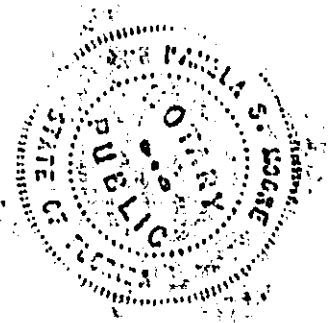
I HEREBY CERTIFY that on this day personally appeared before me, JOSEPH C. BRICKETTO, JON F. CARLETON and JOSEPH M. PAPASSO who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 4th day of April, 1989.

Pamela S. Moore (SEAL)
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Oct. 10, 1989.
Bonded thru Notary Public Underwriters.



BK17245PG0200

BY LAWS
of
EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC.
A Corporation Not for Profit
Under the Laws of the State of Florida

1. IDENTITY. These are the By-Laws of EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a non-profit Florida corporation, provided for in Chapter 718, Florida Statutes, for the purpose of administering EAGLE'S NEST TOWNHOMES, a Condominium, to the extent the Declaration of Condominium of EAGLE'S NEST TOWNHOMES, a Condominium, when filed or thereafter amended effects same, located in Broward County, Florida.

1.1 Office. The office of the Association shall be located at 2582 S. E. 8th Street, Pompano Beach, Florida 33062 or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for Profit" and the year of incorporation.

2. Members.

2.1 Qualification. The Members of the Association shall consist of all of the record owners of apartment units.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to an apartment unit in the condominium and the delivery to the Association of a copy of such instrument; the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be hereby terminated.

2.3 Voting Rights. The owner of each unit shall be entitled to one vote as a member of the Association, and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as use in these By-Laws and other Condominium instruments in reference to voting by apartment owners, Association members, and the Board of Administration means more than fifty percent (50%).

2.4 Designation of Voting Representative. If an apartment unit is owned by one person, his right to vote shall be established by the record title to this apartment unit. If an apartment unit is owned by more than one person, the person entitled to cast the vote for the apartment unit shall be designated by a certificate signed by all of the record owners of the apartment unit and filed with the Secretary of the Association. If an apartment unit is owned by a corporation, the person entitled to cast the vote for the apartment unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate 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 a vote for a

unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, where the unit is owned by more than one individual or a corporation, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.5 Approval or Disapproval of Matters. Whenever the decision of any apartment unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

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

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association at 7:00 PM on the first day of March each year, or at such other time during the month of March as shall be designated by the Board of Administration for the purpose of electing Administrators and of transacting any other business authorized to be transacted by the members; provided however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The first meeting shall in no event be held later than one year from the date of the first conveyance of an apartment unit by the Developer.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Administration and must be called by such Administrators upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects from which the meeting is called shall be given each unit owner unless waived in writing. Said waiver of notice shall be retained as proof of such. Notice of meetings may be waived either before or after the meeting. Such notice shall be in writing and furnished to each member not less than fourteen (14) days no more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days but not more than sixty (60) days in advance of the date of the meeting. Unless a unit owner waives in writing the right to receive notice of the members' meetings by mail, the notice of the members' meetings shall be sent to each unit owner at his address. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of the meeting was mailed or hand delivered to each Unit Owner at the address last furnished to the Association.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of votes for the Association. The acts approved by a majority of these present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

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3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and, if provided, shall be valid only for the particular meeting designated therein and lawfully adjourned meeting thereof, but in no event longer than ninety (90) days from the date of the first meeting for which it was given and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournment thereof. Provided however, that no one person may be designated to hold the proxies of more than two (2) persons.

3.6 Adjourned Meetings. If any meetings of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; however, any continuation of said meeting shall only require a quorum consisting of one-third (1/3) of the persons entitled to cast a vote in the Association.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of committees.
- (f) Election of Administrators.
- (g) Unfinished business.
- (h) New Business.
- (i) Adjournment.

4. Board of Administration

4.1 Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Administrators, nor more than seven (7) Administrators; however, the Board shall consist of an odd number. Each Administrator shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By-Laws.

4.2 Election of Administrators

- (a) Members of the Board of Administration shall be elected by a majority vote of the owners present, or by proxy, at the annual meeting of the members of the Association, and entitled to vote.
- (b) Except as to vacancies provided by removal of Administrators by members, vacancies on the Board of Administration concurring between annual meetings of members shall be filled by the remaining Administrators.

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- (c) Any administrator may be removed by concurrence of a majority of the members of the Association at a special meeting of the members called for that purpose by at least ten percent (10%) of the unit owners giving notice of the meeting in the manner provided for herein for special meetings. The vacancy on the Board of Administration so created shall be filled by the members of the Association at the same meeting.
- (d) The Developer shall be vested with the power to designate the initial Board of Administration. The members of the initial Board of Administration need not be owners of apartments in the condominium. Unless the Developer has elected to transfer control of the Association to the owners at an earlier date, the Developer shall transfer control of the Association to the owners' Board as provided in the following formulae:
- (1) When unit owners own more 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 Administration of the Association.
 - (2) Unit owners other than the Developer shall be entitled to elect no less than a majority of the members of the Board of Administration of the Association, not later than the earlier of the following:
 - (i) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the units have been conveyed to unit purchasers; or
 - (ii) Three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the Association; or
 - (iii) When all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or
 - (iv) When some of the units have been conveyed to buyers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
 - (v) Three (3) years following the first conveyance of a unit to a unit owner other than the Developer.
 - (vi) Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers.

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(3) The Developer shall be entitled to elect not less than one (1) member of the Board of Administration of the Association so long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units in the Condominium operated by the Association. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call and give notice of not less than thirty (30) days, nor more than forty (40) days of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(e) Upon election of the first unit owner, other than the Developer, to the Board of Administration, the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the unit owner Administrator.

(f) Prior to, or not more than sixty (60) days after the time that the 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 and the Developer shall simultaneously deliver to the Association all property of the unit owners and the Association held by or controlled by the Developer including but not limited to the following items, if applicable:

(1) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; the certified copy of the Association's Articles of Incorporation; By-Laws; minute books and other corporate books and records of the Association, if any; and any house rules and regulations which may be promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of requirement that the Developer relinquish control of the Association.

(3) An accounting or accountings for Association funds, including an independent audit by a Certified Public Account in accordance with Chapter 718.30 (4) (c), Florida Statutes. The Developer shall be liable to the Association for all funds of the Association that are not properly expended and which were collected during the period of time that the Developer controlled the Board of Administration of the Association.

(4) Association funds or control thereof.

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- (5) All tangible personal property that is represented by the Developer to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.
- (6) A copy of the plans and specifications utilized in construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or his agent or of an architect or engineer authorized to practice in the State of 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 for the construction and installation of the mechanical components serving the improvements, provided however, that if the condominium property has been declared a condominium more than three (3) years after the completion of construction of the improvements, the provision of this paragraph shall not apply to any such improvements.
- (7) Insurance policies.
- (8) Copies of any certificates of occupancy which may have been issued for the condominium property.
- (9) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association.
- (10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.
- (11) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (12) Leases of the Common Elements, or in which the Association is lessor or lessee.
- (13) Employment contracts in which the Association is one of the contracting parties.
- (14) Service contracts in which the Association is one of the contracting parties.
- (15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. The term of each Administrator's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.4 Organization Meeting. The organizational meeting of a newly elected Board of Administration shall be held within ten (10) days of their election at such a place and time as shall be fixed by the Administrators at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Administrators. Notice of regular meetings shall be given to each Administrator, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. In addition, adequate notice of meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of said meeting. Notice of any meetings where assessments against unit owners will be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Special meetings of the Administrators may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Administrators. Not less than three (3) days 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.

4.7 Waiver of Notice. Any Administrator may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at Administrators' meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Administration, except where approval by a greater number of Administrators is required by the Declaration of Condominium or these By-Laws.

4.9 Adjourned Meetings. If at any meetings of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes. The joinder of an Administrator in the action of a meeting by signing and concurring in the minutes thereof shall constitute the approval of the joinder of the Administrator in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the approval of that Administrator, but in no way will be used to constitute a quorum.

4.11 Administrators' Meetings. Meetings of the Board of Administration shall be open to all unit owners, and notices of such meetings shall be posted conspicuously forty-eight (48) hours in advance of such meetings for the attention of unit owners, except in an emergency.

4.12 Presiding Officer. The presiding officer of Administrators' meetings shall be the President. In the absence of the President, the Administrators present shall designate one of their number to preside.

4.13 Administrators' Fees. Administrators' fees, if any, shall be determined by the members of the Association; provided Administrators designated by the Developer shall never under any circumstances be entitled to Administrators' fees.

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5. Powers and Duties of Board of Administration. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Administration, its agent, contractors or employees, subject only to approval by apartment unit owners when such is specifically required. Such powers and duties of the Administrators shall include but not be limited to the following, subject however, to the provisions of the Declaration of Condominium and these By-Laws:

5.1 Assess. To make and collect assessments against the members to defray the costs and expenses of the condominium.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium property.

5.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

5.6 Regulate. To make and amend reasonable rules and regulations respective of the use of the property in the condominium as provided in Paragraph 10.8 of the Declaration of Condominium.

5.7 Approve. To approve or disapprove of the transfer of mortgage and ownership of apartment units in the manner provided by the Declaration of Condominium.

5.8 Management Contract. To contract for the maintenance, management or operation of condominium property and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Administration or the membership of the Association. No such management contract shall be construed to be invalid by reason of the Association delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium act or Declaration of Condominium. Such contract for the maintenance, management or operation of condominium property shall be subject to cancellation at the time and on the conditions as follows:

If the unit owners other than the Developer have assumed control of the Association or if unit owners other than the Developer own not less than seventy-five percent (75%) of the units in the condominium, the cancellation shall be by concurrence of the owners of not less than seventy-five percent (75%) of the units other than the units owned by the Developer. If any such contract is cancelled under this provision and the unit owners other than the Developer have not assumed control of the Association, the Association shall make new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the units in the condominium other than the units owned by the Developer; provided that any such management contract must be terminable for cause upon thirty (30) days notice and run for a reasonable period of from one (1) to three (3) years and renewable by consent of the Association and the contractor. Any management contract negotiated by the Developer shall in no case exceed one (1) year duration.

5.9 Payment of Liens. To pay taxes, assessments and fines which are liens against any part of the Condominium other than individual apartment units unless the individual apartment unit is owned by the Association and the appurtenances thereto, and to assess the same against the apartment units subject to such liens.

5.10 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation the By-Laws and regulations for the use of the property in the Condominium.

5.11 Utilities. To pay the cost of all power, water and sewer and other utility services rendered to the Condominium and not billed directly to owner of individual apartment units.

5.12 Employment. To employ personnel for reasonable compensation to perform service required for proper administration of the purposes of the Association.

5.13 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each unit. The holder of each mortgage shall be designated as either an "Institutional First Mortgagee" or not, as the case may be. Each unit owner must notify the Association of any mortgage on his unit and the name and address of the mortgagee within five (5) days after entering into a mortgage of his unit. This record shall be open to inspection of for copying by all Institutional Mortgagees during normal business hours.

6. Officers

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be an Administrator, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Administration and who may be preemptively removed by vote of the Administration and who may be preemptively removed by vote of the Administrators at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Administration shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

6.3 Vice President. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Administrators.

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Administrators and the members. He shall attend to the giving and serving of all notices to the members and Administrators and other notices required by law. He shall keep the records of the Association, except those of the Treasures, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Administrators or the President. The Assistant Secretary shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 Compensation. The compensation, if any of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developer shall receive any compensation for his services as such.

6.7 Indemnification of Administrators and Officers. Every Administrator and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part or in which he may become involved by reason of his being or having been an Administrator or Officer of the Association, whether or not he is an Administrator or Officer at the time such expenses are incurred, except in such cases wherein the Administrator or officer is adjudged guilty of will misfeasance or malfeasance in the performance of those duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Administration approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Administrator or Officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

- (a) Current Expenses. Current Expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.
- (b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.
- (c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (d) Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.2 Budget. The Board of Administration shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses may provide funds for the foregoing reserves.

- (a) A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty days (30) prior to the meeting at which the budget will be considered, together with a notice of that meetings. The unit owners shall be given a written notice of the time and place at which such a meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which required assessment against unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners to the Board, a special meeting of the unit owners shall be held upon not less than ten (10) days' written notice to each unit owner, but within thirty (30) days of the delivery of such application of the Board of Administration or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Administration and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Administration shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Administration may in any event propose a budget to the unit owners at a meeting of members or by writing owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board of Administration be recalled under the terms of this Section. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Administration in respect to repair or replacement of the Condominium Property or in respect to anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded for such computation, assessment for betterments to the Condominium Property if the By-Laws so provide or allow the establishment of reserves or assessments for betterments to be imposed by the Board of Administration. Provided however, that so long as the Developer is on control of the Board of Administration, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal years' assessment without approval of a majority of the unit owners.

7.3 Financial Report. Within sixty (60) days following the end of a fiscal or calendar year or annually on such date as is otherwise provided in by the By-Laws of the Association, the Board of Administration of the Association 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 amounts of receipts amounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

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- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreational and other commonly used facilities;
- (e) Expenses for refuse collection utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (j) Administrative and salary expenses; and
- (k) General reserves, maintenance reserves and depreciation reserves.

7.4 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until change by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Administration. The unpaid assessments for the remaining portion of the calendar year for which the amended assessments shall be determined by the Board of Administration of the Association. A working capital fund shall be established for the initial months of the project operations equal to two months estimated common charges for each unit in Phase I.

7.5 Acceleration of Assessments Installments Upon Default. If an apartment unit owners shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessments upon notice to the unit owner, and the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment unit owner, or is such notice be by registered or certified mail, not less than twenty (20) days after the mailing, whichever shall first occur.

7.6 Depository. The depository of the Association will be such bank or banks in Broward County, Florida as shall be designated from time to time by the Administrators and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Administrators. Provided however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.7 Audit. An audit of the accounts of the Association, if required by proper action of either a majority of the voting members or of the Board of Administration, shall be made by annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

7.8 Fidelity Bonds. All association officers, directors, employees, agents, agents, contractors and contractor employees and agents, who handle or are responsible for association funds shall be bonded in an amount equal to at least one hundred fifty percent (150%) of the Association's estimated annual budget including reserves. Such bonds shall name the Association as obligee and premiums for same shall be paid by the Association.

8. Parking Spaces. At the time of the purchase of the member's unit, no member was specifically assigned a parking space. The Developer, however, retains the right to assign to assign on parking space per unit purchased and such additional spaces as it deems appropriate, which rights shall continue until Developer sells the last Condominium unit or delegates its rights hereunder to the Association. Thereafter, the Association shall have the right to assign and control all unassigned parking spaces so long as the Association does not interfere with, alter or change previously made Developer's assignments. Parking spaces may be transferred and swapped only among the various unit owners. Parking spaces, if assigned, must be assigned so that every unit shall at all times have one parking space which is assigned to it exclusively, the right to which is transferrable at the time of sale or transfer of the unit. Maintenance of the parking area is declared to be a common expense, and the expenses incident to the same shall be divided among all of the unit owners as are other common expenses. PARKING SPACES ARE FOR PASSENGER AUTOMOBILES ONLY, AND NO BOATS, TRUCKS, TRAILERS, MOTORHOMES, CAMPERS OR OTHER VEHICLES OR OBJECTS SHALL BE PLACED IN OR AROUND THE PARKING SPACES ASSIGNED.

8.1 Assignment of Parking Spaces. The assignment of parking spaces shall be made by describing the particular space by reference thereto in a document entitled "Assignment and Use of Parking Spaces" delivered at the same time as the Deed of Conveyance to the Unit. The Association shall maintain a book for the purpose of listing each assignee of each parking space and the transfer thereof (the "Book"). Upon assignment of such parking spaces, the Developer shall cause the Association to record its transfer in the Book. Upon conveyance of, or passing of, title to the unit to which the said assignment of spaces has been made, the owner of the unit making the conveyance of title shall execute notice of transfer to the Association who shall thereupon cause to be executed in the name of the Association a new document entitled "Assignment of Use of Parking Spaces" and record the transfer in the Book. The same procedure shall be followed in the event of a trade of spaces.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

10. Amendment of By-Laws. Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Administrators at any duly called meeting of the Board of Administration and thereafter submitted to the members at any duly convened meeting of the members and approved by seventy-five percent (75%) vote of the members present in person or by proxy, provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Administration acting upon the vote of a majority of the Administrators, or proposed in writing by at least ten percent (10%) of the members of the Association.

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No amendment shall discriminate against any unit owner nor any class or group of owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer and/or Institutional Mortgagee may be adopted or become effective without the prior written consent of the affected Developer and/or Institutional Mortgagee.

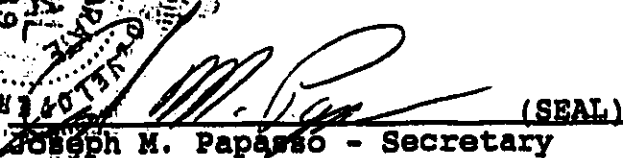
A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

11. Eminent Domain. The Association agrees to give timely notice to any institutional lender, as defined in the Declaration of Condominium, which holds a mortgage on any unit, or a portion thereof, in the event that any unit, or portion thereof, or the common elements, or a portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority.

12. Validity. If any portion of the By-Laws shall be adjudged invalid, such fact shall not effect the validity of any other By-Laws.

The foregoing was adopted as the By-Laws of EAGLE'S NEST TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a not for profit Florida Corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by unanimous vote of the members on the 5th day of APRIL, 1989.

 (SEAL)
Joseph C. Bricketto - President

 (SEAL)
Joseph M. Papasso - Secretary

BK17245PG0214

To the DECLARATION OF CONDOMINIUM

For EAGLE'S NEST TOWNHOMES

Unit Site Numbers	Undivided Share in the Common Elements (expressed as a percentage) PHASE 1 ONLY	Undivided Share in the Common Elements (expressed as a percentage) PHASE 1 & 2	Undivided Share in the Common Elements (expressed as a percentage) PHASE 1, 2 & 3

11644	4.52	2.80	2.00
11646	4.34	2.70	1.96
11648	4.34	2.70	1.96
11650	4.34	2.70	1.96
11652	4.34	2.70	1.96
11654	4.34	2.70	1.96
11636	4.34	2.70	1.96
11638	4.34	2.70	1.96
11640	4.34	2.70	1.96
11642	4.34	2.70	1.96
11622	4.34	2.70	1.96
11624	4.34	2.70	1.96
11626	4.34	2.70	1.96
11628	4.34	2.70	1.96
11630	4.34	2.70	1.96
11632	4.34	2.70	1.96
11656	4.34	2.70	1.96
11658	4.34	2.70	1.96
11660	4.34	2.70	1.96
11662	4.34	2.70	1.96
11664	4.34	2.70	1.96
11668	4.34	2.70	1.96
11670	4.34	2.70	1.96
11672		2.70	1.96
11674		2.70	1.96
11676		2.70	1.96
11678		2.70	1.96
11680		2.70	1.96
11682		2.70	1.96
11684		2.70	1.96
11686		2.70	1.96
11688		2.70	1.96
11690		2.70	1.96
11614		2.70	1.96
11616		2.70	1.96
11618		2.70	1.96
11620		2.70	1.96
11600			1.96
11602			1.96
11604			1.96
11606			1.96
11608			1.96
11610			1.96
11612			1.96
11692			1.96
11694			1.96
11696			1.96
11698			1.96
11700			1.96
11702			1.96
11704			1.96

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**EAGLE'S NEST TOWNHOMES CONDOMINIUM
ESTIMATE OF UNIT OWNER'S MONTHLY AND
ANNUAL COMMON EXPENSES FOR 1990**

PHASE I ONLY

<u>Unit Designation</u>	<u>Estimated Monthly Common Expense Assessment</u>	<u>Estimated Annual Common Expense Assessment</u>
11644	112.31	1,347.71
11646	112.31	1,347.71
11648	112.31	1,347.71
11650	112.31	1,347.71
11652	112.31	1,347.71
11654	112.31	1,347.71
11636	112.31	1,347.71
11638	112.31	1,347.71
11640	112.31	1,347.71
11643	112.31	1,347.71
11622	112.31	1,347.71
11624	112.31	1,347.71
11626	112.31	1,347.71
11628	112.31	1,347.71
11630	112.31	1,347.71
11632	112.31	1,347.71
11656	112.31	1,347.71
11658	112.31	1,347.71
11660	112.31	1,347.71
11662	112.31	1,347.71
11664	112.31	1,347.71
11668	112.31	1,347.71
11670	112.31	1,347.71

BK17245PG0216

**EAGLE'S NEST TOWNHOMES CONDOMINIUM
ESTIMATE OF UNIT OWNER'S MONTHLY AND
ANNUAL COMMON EXPENSES FOR 1990**

PHASE I & II ONLY

<u>Unit Designation</u>	<u>Estimated Monthly Common Expense Assessment</u>	<u>Estimated Annual Common Expense Assessment</u>
11644	111.31	1,335.72
11646	111.31	1,335.72
11648	111.31	1,335.72
11650	111.31	1,335.72
11652	111.31	1,335.72
11654	111.31	1,335.72
11636	111.31	1,335.72
11638	111.31	1,335.72
11640	111.31	1,335.72
11643	111.31	1,335.72
11622	111.31	1,335.72
11624	111.31	1,335.72
11626	111.31	1,335.72
11628	111.31	1,335.72
11630	111.31	1,335.72
11632	111.31	1,335.72
11656	111.31	1,335.72
11658	111.31	1,335.72
11660	111.31	1,335.72
11662	111.31	1,335.72
11664	111.31	1,335.72
11668	111.31	1,335.72
11670	111.31	1,335.72
11672	111.31	1,335.72
11674	111.31	1,335.72
11676	111.31	1,335.72
11678	111.31	1,335.72
11680	111.31	1,335.72
11682	111.31	1,335.72
11684	111.31	1,335.72
11686	111.31	1,335.72
11688	111.31	1,335.72
11690	111.31	1,335.72
11614	111.31	1,335.72
11616	111.31	1,335.72
11618	111.31	1,335.72
11620	111.31	1,335.72

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**EAGLE'S NEST TOWNHOMES CONDOMINIUM
ESTIMATE OF UNIT OWNER'S MONTHLY AND
ANNUAL COMMON EXPENSES FOR 1990**

PHASE I II & III

<u>Unit Designation</u>	<u>Estimated Monthly Common Expense Assessment</u>	<u>Estimated Annual Common Expense Assessment</u>
11644	106.22	1,274.67
11646	106.22	1,274.67
11648	106.22	1,274.67
11650	106.22	1,274.67
11652	106.22	1,274.67
11654	106.22	1,274.67
11636	106.22	1,274.67
11638	106.22	1,274.67
11640	106.22	1,274.67
11643	106.22	1,274.67
11622	106.22	1,274.67
11624	106.22	1,274.67
11626	106.22	1,274.67
11628	106.22	1,274.67
11630	106.22	1,274.67
11632	106.22	1,274.67
11656	106.22	1,274.67
11658	106.22	1,274.67
11660	106.22	1,274.67
11662	106.22	1,274.67
11664	106.22	1,274.67
11668	106.22	1,274.67
11670	106.22	1,274.67
11672	106.22	1,274.67
11674	106.22	1,274.67
11676	106.22	1,274.67
11678	106.22	1,274.67
11680	106.22	1,274.67
11682	106.22	1,274.67
11684	106.22	1,274.67
11686	106.22	1,274.67
11688	106.22	1,274.67
11690	106.22	1,274.67
11614	106.22	1,274.67
11616	106.22	1,274.67
11618	106.22	1,274.67
11620	106.22	1,274.67
11600	106.22	1,274.67
11602	106.22	1,274.67
11604	106.22	1,274.67
11606	106.22	1,274.67
11608	106.22	1,274.67
11610	106.22	1,274.67
11612	106.22	1,274.67
11692	106.22	1,274.67
11694	106.22	1,274.67
11696	106.22	1,274.67
11698	106.22	1,274.67
11700	106.22	1,274.67
11702	106.22	1,274.67
11704	106.22	1,274.67

BK17245PC0218

**EAGLE'S NEST TOWNHOMES CONDOMINIUM
ESTIMATE OF UNIT OWNER'S MONTHLY AND
ANNUAL COMMON EXPENSES FOR 1991**

PHASE I ONLY

<u>Unit Designation</u>	<u>Estimated Monthly Common Expense Assessment</u>	<u>Estimated Annual Common Expense Assessment</u>
11644	113.14	1,357.73
11646	113.14	1,357.73
11648	113.14	1,357.73
11650	113.14	1,357.73
11652	113.14	1,357.73
11654	113.14	1,357.73
11636	113.14	1,357.73
11638	113.14	1,357.73
11640	113.14	1,357.73
11643	113.14	1,357.73
11622	113.14	1,357.73
11624	113.14	1,357.73
11626	113.14	1,357.73
11628	113.14	1,357.73
11630	113.14	1,357.73
11632	113.14	1,357.73
11656	113.14	1,357.73
11658	113.14	1,357.73
11660	113.14	1,357.73
11662	113.14	1,357.73
11664	113.14	1,357.73
11668	113.14	1,357.73
11670	113.14	1,357.73

BK17245PC0219

**EAGLE'S NEST TOWNHOMES CONDOMINIUM
ESTIMATE OF UNIT OWNER'S MONTHLY AND
ANNUAL COMMON EXPENSES FOR 1991**

PHASE I & II ONLY

<u>Unit Designation</u>	<u>Estimated Monthly Common Expense Assessment</u>	<u>Estimated Annual Common Expense Assessment</u>
11644	112.14	1,345.72
11646	112.14	1,345.72
11648	112.14	1,345.72
11650	112.14	1,345.72
11652	112.14	1,345.72
11654	112.14	1,345.72
11636	112.14	1,345.72
11638	112.14	1,345.72
11640	112.14	1,345.72
11643	112.14	1,345.72
11622	112.14	1,345.72
11624	112.14	1,345.72
11626	112.14	1,345.72
11628	112.14	1,345.72
11630	112.14	1,345.72
11632	112.14	1,345.72
11656	112.14	1,345.72
11658	112.14	1,345.72
11660	112.14	1,345.72
11662	112.14	1,345.72
11664	112.14	1,345.72
11668	112.14	1,345.72
11670	112.14	1,345.72
11672	112.14	1,345.72
11674	112.14	1,345.72
11676	112.14	1,345.72
11678	112.14	1,345.72
11680	112.14	1,345.72
11682	112.14	1,345.72
11684	112.14	1,345.72
11686	112.14	1,345.72
11688	112.14	1,345.72
11690	112.14	1,345.72
11614	112.14	1,345.72
11616	112.14	1,345.72
11618	112.14	1,345.72
11620	112.14	1,345.72

BK17245P60220

**EAGLE'S NEST TOWNHOMES CONDOMINIUM
ESTIMATE OF UNIT OWNER'S MONTHLY AND
ANNUAL COMMON EXPENSES FOR 1991**

PHASE I II & III

<u>Unit Designation</u>	<u>Estimated Monthly Common Expense Assessment</u>	<u>Estimated Annual Common Expense Assessment</u>
11644	107.06	1,284.67
11646	107.06	1,284.67
11648	107.06	1,284.67
11650	107.06	1,284.67
11652	107.06	1,284.67
11654	107.06	1,284.67
11636	107.06	1,284.67
11638	107.06	1,284.67
11640	107.06	1,284.67
11643	107.06	1,284.67
11622	107.06	1,284.67
11624	107.06	1,284.67
11626	107.06	1,284.67
11628	107.06	1,284.67
11630	107.06	1,284.67
11632	107.06	1,284.67
11656	107.06	1,284.67
11658	107.06	1,284.67
11660	107.06	1,284.67
11662	107.06	1,284.67
11664	107.06	1,284.67
11668	107.06	1,284.67
11670	107.06	1,284.67
11672	107.06	1,284.67
11674	107.06	1,284.67
11676	107.06	1,284.67
11678	107.06	1,284.67
11680	107.06	1,284.67
11682	107.06	1,284.67
11684	107.06	1,284.67
11686	107.06	1,284.67
11688	107.06	1,284.67
11690	107.06	1,284.67
11614	107.06	1,284.67
11616	107.06	1,284.67
11618	107.06	1,284.67
11620	107.06	1,284.67
11600	107.06	1,284.67
11602	107.06	1,284.67
11604	107.06	1,284.67
11606	107.06	1,284.67
11608	107.06	1,284.67
11610	107.06	1,284.67
11612	107.06	1,284.67
11692	107.06	1,284.67
11694	107.06	1,284.67
11696	107.06	1,284.67
11698	107.06	1,284.67
11700	107.06	1,284.67
11702	107.06	1,284.67
11704	107.06	1,284.67

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RULES and REGULATIONS
for
EAGLE'S NEST TOWNHOMES

1. Walkways and entrances shall not be constructed or used for any purpose other than ingress to or egress from the units.
2. No article shall be hung or shaken from the doors or windows or placed upon the outside window sills of the units.
3. No bicycles or similar articles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways.
4. Now owner shall make or permit any noises that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners. Radios, televisions and instruments which may create noise should be turned down to a minimum volume between the hours of 10:00 PM and 8:00 AM.
5. Each owner shall keep such unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereto, any dirt or other substances.
6. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the unit except if it shall have been approved in writing by the Condominium Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Condominium Association.
7. No sign, notice or advertisement shall be inscribed or exposed on or at window or other part of the units, except such as shall have been approved in writing by the Condominium Association, nor shall anything be projected out of any window in the units without similar approval.
8. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose.
9. Waterclosets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose unit it shall have been caused.
10. No owner shall request or cause any employee of the Condominium Association to do any private business of the owner, except as shall have been approved in writing by the Condominium Association.
11. Owners of units shall keep and maintain any storage closet, bin or area which may be assigned to such owner in a neat and sanitary condition at all times.
12. No radio or television aerial or antenna shall be attached to or hung from the exterior of the units or the roofs thereon, and no transmitting equipment shall be operated from a unit.

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13. No vehicle belonging to an owner or to a member of the family or guest, tenant, or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted in the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the Condominium Property from more than twenty-four (24) hours, and no repair of vehicles shall be made within the Condominium Property. No truck or other commercial vehicle shall be parked in the parking area except as provided under paragraph 10.7 of the Declaration of Condominium.

14. All damage caused by the moving or carrying of any articles herein or any other cause by an owner, their lessees or guests shall be the financial responsibility of the unit owner.

15. No owner shall use or permit to be brought into the units any inflammable oil or fluids such as gasoline, kerosene, naphtha or benzine or other explosives or articles deemed hazardous to life, limb or property.

16. The owners shall not be allowed to put their names on any entry of the units or mail receptacles appurtenant thereto, except in the proper places and in such manner prescribed by the Condominium Association for such purpose.

17. The Condominium Association may retain a passkey to each unit. Except in case of emergency, entry will be made by pre-arrangement with the unit owner. Owners changing their locks are required to supply the Condominium Association with an additional key for emergency use.

18. No pet shall be harbored on or kept on the Condominium Property or within a unit other than domestic animals weighing less than thirty (30) pounds. Pets must be kept on a leash at all times, are expressly prohibited from the recreational area and must be walked on the city streets. Owners are responsible for all acts of their pets. No pet may be kept that would create a nuisance to any other owner and determination as to a nuisance shall be made by the Board of Administration. The Board's determination shall be conclusive and binding.

19. Owners shall be held responsible for the actions of their children and their guests.

20. Children shall be allowed to play only in those areas designated for play from time to time by the Condominium Association. Reasonable supervision is required when children are playing in common areas.

21. Food and beverage may not be prepared or consumed on the common areas, except in accordance with regulations which may be promulgated from time to time by the Condominium Association.

22. Facilities of the Condominium are solely for the use of the Condominium residents and their invited guests and the approved lessees of rental units. Swimming and the use of other recreational facilities, permitted hours, guests, rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Condominium Association and posted in the swimming pool area and recreational areas.

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23. These rules and Regulations and any consent or approval given thereafter may be modified, added to or repealed at any time by the Condominium Association.

24. Swimming Pool: Unit owners, their approved lessees and guests using the swimming pool and related area do so at their own risk:

- (a) Pool hours are from dawn to dusk.
- (b) All persons using the pool must be properly attired.
- (c) Bathing caps are to be worn by all persons having long hair.
- (d) Shower before entering the pool.
- (e) Floats or similar items (other than swimming aids) are not permitted in the pool.
- (f) Pets are not permitted in the pool area.
- (g) Children under fourteen (14) years of age using the pool and other related areas must be accompanied by a responsible adult.
- (h) Glass containers, etc., beverages or food are not to be brought to in the pool area, except with permission of the Board of Administrators.

BY ORDER OF THE BOARD OF ADMINISTRATION

EAGLE'S NEST TOWNHOME CONDOMINIUM ASSOCIATION, INC.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

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