

**WESTCHESTER POINT TOWNHOMES CONDOMINIUM DOCUMENTS**

**CORAL SPRINGS, FL**

**DEVELOPER: MORANDI ENGINEERING AND CONSTRUCTION, INC.  
7249 NW 88 AVE  
TAMARAC, FL 33321**

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Westchester Point Townhomes Condominium Association, Inc.  
Unit Address: \_\_\_\_\_ Royal Palm Blvd, Coral Springs, FL 33065

Place a check in the columns by each document received or for the plans and specifications, made available for inspection.

Document Received

- NA Prospectus Text
- Declaration of Condominium
- Articles of Incorporation
- By-Laws
- Estimated Operating Budget
- Form of Agreement for Sale
- Rules and Regulations
- NA Covenants and Restrictions
- NA Management and Maintenance Contracts for More Than One Year
- NA Renewable Management Contracts
- NA Lease of Recreational and Other Facilities to be Used Exclusively by Unit
- NA Owners of Subject Condominiums
- NA Form of Unit Lease if a Leasehold
- NA Declaration of Servitude
- NA Sales Brochures
- NA Phase Development
- NA Lease of Recreational and Other Facilities to be Used by unit owners with other condos (See 718.503(2)(h))
- NA Description of Management for Single Management of Multiple Condominiums (See 718.503(2)(k))
- NA Conversion Inspection Report
- NA Conversion Termite Inspection Report
- Description
- Plot Plan
- Floor Plan
- Survey of Land and Graphic Description of Improvements
- Executed Escrow Agreement
- Plans and Specifications(MADE AVAILABLE)

**THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF THE EXECUTION OF THIS CONTRACT BY BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO BUYER BY THE DEVELOPER UNDER F.S. 718.503. THIS CONTRACT ALSO IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL**



PURCHASE CONTRACT

BUYER \_\_\_\_\_

of \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_

SELLER MORANDI ENGINEERING AND CONSTRUCTION, INC., A FLORIDA CORPORATION, 7249 NW 88 AV., TAMARAC, FL 33321. Tel: (954) 726-4163; hereby agree that the SELLER shall sell and the BUYER shall buy the following described real property together with exiting improvements thereof. UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

**ORAL REPRESENTATIONS CANNOT BE RELIED ON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY F.S. 718.503, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.**

**ANY PAYMENT IN EXCESS OF 10% OF THE PURCHASE PRICE MADE UNDER THIS CONTRACT TO THE SELLER BEFORE CLOSING MAY BE USED FOR CONSTRUCTION PURPOSES BY THE SELLER.**

1. DESCRIPTION OF PROPERTY. Subject to the terms and conditions of this Contract and for the consideration set forth herein, BUYER hereby agrees to purchase and SELLER hereby agrees to sell and convey to BUYER all of that certain parcel of real property being situated in BROWARD County, State of Florida, known and designated as Unit No. \_\_\_\_\_ (the "Unit") of WESTCHESTER POINT TOWNHOMES, A CONDOMINIUM (the "Condominium"), together with all appurtenances thereto, as the same are contained and defined in the Declaration of Condominium for the Condominium, which either will be or has been recorded in the public records of BROWARD County, Florida.

As part of the consideration for this transaction, SELLER hereby agrees to equip and furnish the Unit with the following items (PLEASE SEE ADDENDUM "A") BUYER hereby agrees that the only equipment and furnishings to be placed in the Unit by SELLER are as stated above. The cost of any additional equipment and furnishings shall be borne solely by BUYER.

2. PURCHASE PRICE AND METHOD OF PAYMENT. BUYER agrees to pay the Total Purchase Price of \$ \_\_\_\_\_ to SELLER as follows:

Purchase Price:

- a. Purchase Price of Unit \$ \_\_\_\_\_
- b. PLUS: Extra/Options (if any) \$ \_\_\_\_\_

c. LESS: Credits (if any) \$ \_\_\_\_\_  
 TOTAL PURCHASE PRICE \$ \_\_\_\_\_

Method of Payment:

a. Initial Cash Deposit made as of the date of this Contract \$ \_\_\_\_\_  
 b. LESS: Additional deposit(s) due on or before: \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 c. Balance due at Closing (Subject to adjustments and prorations provided for herein) \$ \_\_\_\_\_  
 TOTAL PURCHASE PRICE \$ \_\_\_\_\_

If BUYER elects to obtain mortgage financing, BUYER shall assume all responsibility and expense for obtaining such financing. BUYER acknowledges and agrees that this Contract shall not be conditioned on BUYER qualifying for mortgage financing from any lender or on any lender funding at closing. Notwithstanding the foregoing, if BUYER elects to obtain mortgage financing, BUYER hereby agrees to make a loan application within 5 days from the effective date of this Contract. The failure of BUYER to make a loan application within the above time frame shall constitute a default hereunder and may be actionable by SELLER in accordance with the terms of this Contract, and such default may be cured only on the express written statement by SELLER indicating that the default is deemed to be cured. Loan approval by the lending institution must be issued within 60 days following BUYER's loan application, unless otherwise agreed to in writing by SELLER and BUYER. The failure of BUYER to secure loan approval within the 60-day time frame shall not be grounds for BUYER to avoid BUYER's obligations under this Contract.

3. CONSTRUCTION. SELLER hereby agrees to construct on and within the Unit one single-family dwelling (the "Dwelling") substantially in accordance with SELLER's plans and specifications, subject to the availability of labor and materials. The temporary or permanent certificate of occupancy from the applicable governmental authority shall be final with respect to completion and compliance. The estimated latest date of completion of construction of the Dwelling is MARCH 2003. SELLER agrees that it will use its best efforts to complete construction by said date. BUYER acknowledges and agrees that said completion date is not guaranteed and is not the essence of this Contract. Under no circumstances shall SELLER be liable for any damages or inconvenience caused to BUYER because of the failure to complete construction by said date, regardless of the

cause for the delay. Notwithstanding anything contained herein to the contrary, SELLER unconditionally agrees to complete the Unit within a period of two years from the date of this Contract. Such two-year period, however, may be extended due to acts of God, inability to obtain materials, or any other event constituting an impossibility of performance under Florida law. With respect to SELLER's two-year completion obligation, nothing contained herein shall restrict BUYER's right to seek specific performance or any other remedy if BUYER is entitled to such remedies by operation of law.

SELLER reserves the right to make minor architectural, structural, or design modifications or changes in the Dwelling or common elements as it deems necessary or desirable, and BUYER agrees to close notwithstanding such modifications and changes, as long as the modifications and changes do not alter the overall size or integrity of the Unit and any changes are such that the materials are at least of equal quality.

In the event the Dwelling purchased herein has been constructed on the Unit as of the date of this Contract, then BUYER acknowledges that BUYER has inspected the Dwelling and approves and accepts the Dwelling as it now exists.

In the event construction has not been completed, it is understood and agreed that the deposits made by BUYER up to a maximum of \$\_\_\_\_\_ shall be deposited in escrow with DAVID M. BAUMAN, ESQ., as Escrow Agent under F.S. 718.202(1) (the "Escrow Agent"), and an Escrow Agreement between SELLER and Escrow Agent. The mailing address of the Escrow Agent is 7119 Broward Blvd., PLANTATION, FL 33317. All notices and claims of BUYER with respect to the aforesaid escrow deposit shall be sent to the Escrow Agent at its address set forth above. On request, the Escrow Agent shall give BUYER a receipt for the deposit. Deposit(s) made by BUYER hereunder shall be held in an interest bearing account. If BUYER terminates this Contract without defaulting, SELLER shall refund all deposits and all accrued interest. If BUYER defaults, SELLER shall be entitled to retain all deposits and accrued interest. BUYER will be required to authorize disbursement of escrowed funds by the Escrow Agent to SELLER at closing. Once construction of the improvements included in the Condominium has commenced, Developer may withdraw all deposits in excess of 10% of the total of the Purchase Price from the escrow account and use these sums in the actual construction and development of the Condominium. However, no part of these funds may be used for salaries, commissions, expenses of salespersons, or advertising purposes. Deposits in excess of 10% of the total purchase price will not earn interest on BUYER's behalf.

4. TITLE OF BUYER. At closing, SELLER will transfer title to the Unit to BUYER by Warranty Deed, subject only to the following exceptions:

a. The provisions of the Declaration of Condominium and all exhibits thereto.

b. Taxes and assessments for the year of closing and subsequent years.

c. Restrictions, reservations, conditions, agreements, limitations, and easements of record before closing or imposed by governmental authorities having jurisdiction or control over the subject property; provided, however, none of the foregoing shall prevent the use of the property for residential condominium purposes.

d. Zoning or building code ordinances, regulations, rights, or interests vested in the United States or the state of Florida.

e. Matters of survey.

f. BUYER's mortgage, if any.

g. The provisions of the Declaration of Condominium recorded in the public records of BROWARD County, Florida.

h. Any other items that BUYER has approved through the title insurance commitment approval process and discussed below.

The foregoing shall be considered to be the "Permitted Exceptions."

Before closing, SELLER will deliver to BUYER a title insurance commitment issued by a title insurance company authorized to do business in the state of Florida, agreeing to issue to BUYER a policy of title insurance for the Unit. BUYER shall have five days from the date of receiving the title insurance commitment to examine the same and notify SELLER of any objections to matters of title other than the Permitted Exceptions and matters to be satisfied at closing. If BUYER does not object to any other matters shown on the title insurance commitment within the five-day period, the other matters also automatically shall be considered to be included within the Permitted Exceptions. SELLER shall have 90 days after receiving BUYER's written notice of any objections to title to correct any defects in title that would render title unmarketable, but SELLER

is not obligated to do so. If SELLER cannot or elects not to correct the title defects, BUYER shall have two options: (1) BUYER can accept title on the condition offered (with defects) and pay the full purchase price for the Unit and BUYER will not make any claims against SELLER because of the defects; or (2) BUYER can cancel this Contract and receive a full refund of BUYER's deposit(s) with all accrued interest actually earned thereon, in which event SELLER shall be relieved of all obligations under this Contract when SELLER refunds BUYER's deposit(s) and accrued interest.

5. CLOSING. SHALL TAKE PLACE NO LATER THAN 7 DAYS AFTER SUBSTANTIAL COMPLETION AS EVIDENCED BY THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF CORAL SPRINGS, FL. THE CLOSING SHALL BE CONDUCTED AT THE OFFICES OF Morandi Engineering and Construction, Inc.

If, after SELLER notifies BUYER of the time and place for closing, BUYER fails to close for any reason at that time and pay the balance of the full purchase price and all other amounts that are owed under this Contract, at SELLER's sole discretion, SELLER may either:

- a. treat BUYER's failure to close as a default, in which case SELLER shall have the rights set forth in paragraph 7 of this Contract; or

- b. agree to set another date for closing. If SELLER elects to set another date for closing, BUYER agrees that all prorations and adjustments contemplated by this Contract will be based on the date originally set for closing. BUYER also will be required to pay SELLER at closing interest at the maximum legal rate on the balance of the full purchase price due at closing from the date originally set for closing until the date the closing actually occurs.

6. WARRANTIES. The Unit shall be transferred subject only to the implied warranties of fitness and merchantability. No other warranties, express or implied, are made by SELLER and other warranties hereby specifically are disclaimed.

7. DEFAULT. If BUYER defaults in the performance of any of the obligations to be performed by BUYER, SELLER shall retain all sums paid hereunder, together with any accrued interest thereon as liquidated and agreed upon damages since the amount of actual damages is incapable of ascertainment. In order for BUYER to cure a default resulting from failure to close on the date set under Section 5 herein, BUYER shall pay to SELLER a charge of \$ \_\_\_\_\_ per day for each day of delay following said date of closing, unless otherwise agreed to in writing by SELLER. SELLER may not

sue BUYER for specific performance of this Contract. If SELLER fails to perform its obligations under this Contract, and SELLER's default continues for a period of 30 days after notice sent by BUYER to the Developer, BUYER may obtain an immediate refund of all deposits paid by BUYER, plus accrued interest earned thereon, if any, and sue to compel specific performance by SELLER of its obligations under this Contract, or sue for damages. If any litigation or legal action arises out of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

8. PRORATIONS. The following items shall be prorated between SELLER and BUYER as of the date of closing, unless possession is delivered to BUYER before the closing, in which event the prorations shall be as of the date of delivery of possession: (a) monthly Common Expense Assessment for the Unit for the remainder of the applicable payment period (be it monthly, quarterly, or annually), and (b) general real estate taxes for the year of closing.

9. WORKING CAPITAL CONTRIBUTION. At closing, BUYER shall pay to WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a working capital contribution equal to twice the monthly assessment for the Unit.

10. CLOSING COSTS. In addition to the working capital contribution referred to in paragraph 9 herein, BUYER shall pay for the following costs at closing:

a. All utility deposits required by any utility company for service to the Unit.

b. All costs and fees payable in connection with any mortgage that BUYER may obtain on the Unit.

c. BUYER's prorated share of the Assessment for the Unit for the remainder of the applicable payment period (be it monthly, quarterly, or annually).

d. Prorated real estate taxes for the year of closing.

e. Costs of recording the Warranty Deed.

f. Documentary stamp taxes to be affixed to the Warranty Deed.

g. Broward County school impact fees, currently, \$1945 per unit.

h. City of Coral Springs water and sewer capacity impact fees currently \$1230/unit.

i. Closing costs including costs of Buyer's title insurance at promulgated rates if supplied by SELLER, and recording costs in accordance with state and county standards, Two Hundred and Fifty (\$250) Dollars for preparation of instruments and any out of pocket expenses.

j. The cost of any owners or lenders, if necessary, title insurance policy as well as all endorsements thereto.

11. DOCUMENTS EXECUTED BY SELLER. SELLER will execute and deliver to BUYER a Warranty Deed and an Affidavit of No Liens with respect to the Unit conveyed.

12. OCCUPANCY AND DISBURSEMENT. Occupancy shall be delivered to BUYER at closing. The granting of any limited right of possession or access by SELLER to BUYER before closing shall not constitute a waiver by SELLER of any of BUYER's obligations under this Contract.

13. FUNDS. Funds to be paid at closing shall be by United States cash, certified check, or cashiers' check.

14. RECORDING. Neither this Contract nor any notice or memorandum hereof may be recorded in the Public Records of BREVARD County, Florida.

15. ASSIGNABILITY. This Contract is not assignable by BUYER without the prior written consent of SELLER and payment to SELLER of the sum of \$\_\_\_\_\_ as a transfer fee as reimbursement for expenses and time in considering the assignment request. No assignment shall be permitted unless the request for assignment is received by SELLER at least 30 days before the date of closing. SELLER shall not unreasonably withhold approval of a request to assign. SELLER shall have the right to assign its right under this Contract to a mortgage lender as additional security, and there shall be no restrictions on SELLER's ability to assign its obligations and rights under this Contract to any third party.

16. GOVERNING LAW; PARTIES BOUND. This Contract shall be construed in accordance with the laws of the state of Florida, and shall, except as otherwise expressly provided herein, bind and inure to the benefit of the heirs, personal representatives, successors, and assigns of BUYER and SELLER. As used in this Contract, the word "BUYER" shall mean all purchasers, jointly and severally, if there be more than one.

17. ENTIRE CONTRACT; MODIFICATION SURVIVAL. This Contract contains the entire understanding between BUYER and SELLER, and BUYER hereby warrants that BUYER has not relied on any verbal representations, advertising, portrayals, or promises other than as contained herein or in the Prospectus (Offering Circular). This Contract may not be modified, amended, or rescinded except by a written agreement signed by both BUYER and SELLER. The provisions and disclaimers in this Contract that are intended to have effect after closing will survive closing and delivery of the Warranty Deed.

18. NOTICES. Unless otherwise notified in writing, notices shall be deemed duly sent if mailed by certified mail, return receipt requested, to either SELLER's or BUYER's respective address as listed on the first page of this Contract.

19. THE UNIT IS NEW CONSTRUCTION WITH NO PRIOR OCCUPANCY.

20. RISK OF LOSS. SELLER shall bear the risk of loss before closing unless possession of the Unit is delivered to BUYER before closing, and in the latter event, the risk of loss shall be borne by BUYER as of the date of delivery of possession.

21. INSULATION RIDER. The exterior walls that enclose the Unit are constructed of CBS, have a thickness of 8 inches, and have an insulation R-value of 4.2 (FIFOIL). The walls located within the boundaries of the Unit are constructed of galvanized steel studs and dry-wall, have a thickness of 4-5/8 inches, the walls between units are constructed of CBS, have a thickness of 8 inches, and have an insulation R-value of R3 (CELLULOSE SPRAY, SOUND INSULATION). The ceiling of the Unit is constructed of dry-wall, has a thickness of 5/8 inches and has an insulation R-value of 19.

22. RADON GAS. F.S. 404.056(6) requires that the following notification be provided to purchasers of real property located in the state of Florida: "Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

23. BROKERS. BUYER represents that BUYER has not dealt with any real estate broker or agent other than \_\_\_\_\_ and BUYER agrees to indemnify and hold SELLER harmless from: (a) the claim of any real estate broker or sales agent other than the above named broker(s) and (b) the claims of any real estate broker, including

the above named broker(s), and in the event of BUYER's default hereunder, BUYER's indemnification obligations shall survive the closing of this transaction.

24. EFFECTIVE DATE. This Contract shall become effective on the date when the last one of BUYER and SELLER has signed this Contract.

25. TIME IS OF THE ESSENCE. Except as otherwise expressly provided herein, time is of the essence for all performance under this Contract.

26. SURVIVAL. The provisions and disclaimers in this Contract that are intended to have effect after closing will survive closing and delivery of the deed.

27. BUYER'S RIGHT TO CANCEL. THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF THE EXECUTION OF THIS CONTRACT BY BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO BUYER BY THE DEVELOPER UNDER F.S. 718.503. THIS CONTRACT ALSO IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM DEVELOPER OF ANY AMENDMENT THAT MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date(s) indicated below.

ANY PAYMENT IN EXCESS OF 10% OF THE PURCHASE PRICE MADE UNDER THIS CONTRACT TO THE DEVELOPER BEFORE CLOSING MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Witnesses as to BUYER(S):

BUYER(S):

\_\_\_\_\_

\_\_\_\_\_

Name:

Name: \_\_\_\_\_

Social Security No.:

Date of Execution:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

Witnesses as to SELLER:  
  
\_\_\_\_\_  
Name: \_\_\_\_\_

SELLER:  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ Morandi  
Title: \_\_\_\_\_ President  
Date of Execution: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Frequently Asked Questions And Answers

THE WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
May 31, 2002

Q: What are the voting rights in the Condominium Association?

A: There is one (1) vote for each Condominium Unit.

Q: What restrictions exist in the Condominium Documents on my right to use my unit?

A: There are restrictions regarding alteration and repair of a Unit, the keeping of pets in a Unit, the occupation of a Unit only by a single family and parking. The restrictions are set forth in Article 12 of the Declaration of Condominium and its Amendment(s).

Q. Will accessory structures be permitted in the rear yards?

A. No accessory structures such as but not limited to screens, spas, pools, concrete, wood or brick paver decks will be permitted in the rear yards per Article 7.4 of the Declaration of Condominiums and its Amendment(s). Owners will be allowed to use approved stepping stones up to the width of the dividing wall between units.

Q. What restrictions exist in the Condominium Documents on the leasing of my Unit?

A: All leases shall be deemed to include a clause requiring the tenant to comply with all of the terms and conditions of the Condominium Documents as delineated in Paragraph 13 of the same. No portion of a Unit may be leased separate from the entire Unit. Any lease entered unto must be approved by the Association.

Q: How much are my assessments to the Condominium Association for my unit type and when are they due.

A: Assessments are due monthly. The initial assessment for your Unit is currently \$117 per month. There is also a one time capital contribution of two months maintenance (currently \$234) due at closing. Assesment will increase to at least \$149 per month after the first year in order to include statutory reserves.

Q: Do I have to be a member in any other association? If so, what is the name of the other association and what are my voting rights in this association? Also, how much are my assessments?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability? If so, identify each case.

A: No

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.

DECLARATION OF CONDOMINIUM

OF

WESTCHESTER POINT TOWNHOMES CONDOMINIUM

CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA

MORANDI ENGINEERING AND CONSTRUCTION, INC., herein called "Developer," on behalf of itself and its successors, grantees, and assigns, hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM -- The fee simple title to the lands located in Broward County, Florida, and described in attached Exhibit "E" are submitted to the condominium form of ownership.

2. NAME -- PLAN OF DEVELOPMENT -- Developer has or will construct a total of 15 single family residential units and associated improvements designated "Westchester Point Townhomes Condominium."

3. NAME -- ASSOCIATION -- The name of the Condominium Association is "Westchester Point Townhomes Condominium Association, Inc." This Association is incorporated as a not for profit Florida corporation.

4. DEFINITIONS -- The terms used herein will have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows, unless the context otherwise requires:

4.1. ASSESSMENT -- The share of the funds required for the payment of common expenses that is assessed against a unit owner from time to time.

4.2. ASSOCIATION -- The corporation responsible for the operation of the Condominium.

4.3. ASSOCIATION PROPERTY -- All real or personal property owned or leased by the Association.

4.4. BOARD OF DIRECTORS or DIRECTORS or BOARD -- The board of directors responsible for the administration of the Association.

4.5. CHARGE or SPECIAL CHARGE -- The obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the unit owner pursuant to this declaration.

4.6. COMMON ELEMENTS -- The portions of the property submitted to condominium ownership and not included in the units, including:

4.6.1. Land

4.6.2. All parts of improvements that are not included within the units

4.6.3. Easements

4.6.4. Installations for the furnishing of services to more than one unit or to the common elements, such as chilled water air conditioning, electricity, water, and sewer.

4.7. COMMON EXPENSES -- All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be common expenses by this Declaration.

4.8. COMMON SURPLUS -- The excess of all receipts of the Association above the common expenses.

4.9. CONDOMINIUM DOCUMENTS -- This Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

4.10. CONDOMINIUM PARCEL -- A unit together with the undivided share in the common elements that is appurtenant to the unit.

4.11. CONDOMINIUM PROPERTY -- The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

4.12. DEVELOPER -- MORANDI ENGINEERING AND CONSTRUCTION, INC., the company that has established this Condominium, and the successors and assigns of the company's development rights.

4.13.EXHIBITS:

- A. Association Articles of Incorporation
- B. Condominium Plot Plan
- C. Association Bylaws
- D. Rules and Regulations
- E. Legal description of the Condominium property
- F. Percentages of ownership of the common elements

4.14.FAMILY -- One natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

4.15.GUEST -- Any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

4.16.INSTITUTIONAL FIRST MORTGAGEE -- The mortgagee or its assignee of an institutional first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the developer. The term also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed

or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.17.LEASE -- The grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.

4.18.LIMITED COMMON ELEMENTS -- Those portions of the common elements that are reserved for the use of a certain unit or units to the exclusion of the other units.

4.19.WESTCHESTER POINT TOWNHOMES -- The lands in Broward County, Florida, within the general boundary of N.W. 123rd Avenue on the east, Royal Palm Boulevard to the north, Sportsplex Drive (Coral Springs Aquatic Center) on the west, and Sunshine Drainage Canal "Z" on the south, and such other lands as may be added to or subtracted from such lands from time to time. Specific boundaries are specified in Exhibit E of this document.

4.22.OCCUPY -- The act of being physically present in a unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a unit.

4.23.OPERATION -- The administration and management of the Condominium property.

4.24.PERSON -- An individual, corporation, trust, or other legal entity capable of holding title to real property.

4.25.SINGULAR, PLURAL, GENDER -- Whenever the context permits, use of the plural includes the singular, use of the

singular includes the plural, and use of any gender includes all genders.

4.26.UNIT -- A part of the Condominium property that is subject to exclusive ownership as described in this declaration.

4.27.UNIT NUMBER -- The letter, number, or combination thereof that is designated on the Condominium Plot Plan and used as the identification of a unit.

4.28.UNIT OWNER -- The owner of record legal title to a condominium parcel.

4.29.VOTING INTEREST -- The voting rights distributed to the Association members pursuant to F.S.718.104(4)(i).

5. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES -- Each unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of the condominium documents and applicable laws.

5.1. BOUNDARIES -- Each unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

5.1.1. HORIZONTAL BOUNDARIES -- The upper and lower boundaries of the units will be:

5.1.1.1. UPPER BOUNDARY -- The planes of the underside of the roof sheathing of the unit, extended to meet the

perimeter boundaries.

5.1.1.2. LOWER BOUNDARY -- The planes of the upperside of the finished and undecorated surface of the floors of the unit, extended to meet the perimeter boundaries.

5.1.2. PERIMETER BOUNDARIES -- The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the unit's windows, doors, and other openings that abut the exterior of the building or common elements, including limited common elements.

5.2. EXCLUSIVE USE -- Each unit owner will have the exclusive use of such owner's unit.

5.3. OWNERSHIP -- The ownership of each unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a unit owner in the Condominium property which will include, but not be limited to:

5.3.1. COMMON ELEMENTS AND COMMON SURPLUS -- An undivided share of ownership of the common elements and common surplus.

5.3.2. LIMITED COMMON ELEMENTS -- Either the exclusive use or use in common with one or more other designated units of the limited common elements that may exist. Such elements include, open balconies, rear yard(s), carport(s), serving only one unit, and all items set forth in Paragraph 6. that are exterior to a unit and are expressly required to be maintained by the unit owner.

5.3.3. ASSOCIATION MEMBERSHIP -- Membership in the Association and voting rights.

5.4. EASEMENTS -- The following nonexclusive easements are created by and granted from the developer to each unit owner; to the Association; and their employees, agents, and hired contractors; to utility companies; to unit owners' families in residence, guests, and invitees; and to governmental and emergency services, as applicable.

5.4.1. EASEMENT FOR AIR SPACE -- An exclusive easement for use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

5.4.2. INGRESS AND EGRESS -- Easements over the common elements for ingress and egress to units and public ways.

5.4.3. MAINTENANCE, REPAIR, AND REPLACEMENT -- Easements through the units and common elements for maintenance, repair, and replacement.

5.4.4. UTILITIES -- Easements through the common elements and units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other units, the common elements, and other utility customers, both existing and future.

5.4.5. PUBLIC SERVICES -- Access to both the Condominium property and the units for lawfully performed emergency, regulatory, law enforcement, and other public services.

6. MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS -- The responsibility for protection, maintenance, repair, and replacement of the Condominium property, and restrictions on its alteration and improvement, shall be as follows:

6.1. ASSOCIATION MAINTENANCE -- The Association is responsible for the protection, maintenance, repair, and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

6.1.1. Electrical wiring up to and excluding the circuit-breaker panel in each unit.

6.1.2. Water pipes, up to the individual unit cut-off valve within the unit.

6.1.3. Cable television lines up to the wall outlets in the units.

6.1.4. Sewer lines, up to and excluding the individual cleanout located in front of each unit.

6.1.5. All installations, fixtures, and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

6.1.6. The exterior surface of the main entrance doors to the units.

6.1.7. All exterior building walls, including

painting, waterproofing, and caulking.

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

6.1.8. The association shall be responsible for maintenance of all common property and facilities, all exterior building surfaces of townhouse units, except as noted in Section 6.2. and all landscaping located outside of enclosed private yard or patio areas;

6.1.9. The association and its agents shall be granted the right to enter common and private areas and facilities for the purpose of necessary repairs or maintenance;

6.1.10. The association shall be empowered to make and collect assessments for the maintenance, repair and replacement of common areas and facilities specifically

including, but not limited to, water and sewer lines, exterior building surfaces and yard areas of individual townhouse sites;

6.1.11. The association shall be responsible for necessary maintenance, repair, and replacement of all common facilities specifically including, but not limited to, water and sewer lines, exterior building surfaces and yard areas, and shall ensure that all townhouses and common facilities are maintained to the standards enumerated elsewhere in the land development code. The association documents shall put the property owners and potential purchasers on notice that the City of Coral Springs has the right to enforce said maintenance and to assess the individual association members their pro rata share of the cost of such enforcement.

6.1.12. The association shall have a traffic enforcement agreement with the city and be responsible for enforcing parking requirements, towing illegally parked vehicles, maintaining emergency vehicle access to each townhouse unit, and marking or signing areas adjacent to fire hydrants or other fire connections to prohibit blocking access thereto.

6.2. UNIT OWNER MAINTENANCE -- Each unit owner is responsible, at the owner's expense, for all maintenance, repairs, and replacements of the owner's unit and certain limited common elements. The owner's responsibilities include, without limitation:

6.2.1. Maintenance, repair, and replacement of screens, windows, and window glass.

6.2.2. The main entrance door to the unit and

its interior surfaces.

6.2.3. All other doors within or affording access to the unit.

6.2.4. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or serving only the unit.

6.2.5. The circuit breaker panel and all electrical wiring going into the unit from the panel.

6.2.6. Appliances, water heaters, smoke alarms, and vent fans.

6.2.7. All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively, except as otherwise provided in Paragraph 6.4. below.

6.2.8. Carpeting and other floor coverings.

6.2.9. Door and window hardware and locks.

6.2.10. Shower pans.

6.2.11. The main water supply shut-off valve for the unit.

6.2.12. Other facilities or fixtures that are located or contained entirely within the unit and serve only that unit.

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

### 6.3. OTHER UNIT OWNER RESPONSIBILITIES

6.3.1. BALCONIES, REAR YARDS, AND CARPORTS --

Where a limited common element consists of a balcony, rear yard, or carport area, the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor, windows, doors, and ceiling said area, if any; and all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The unit owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. The maintenance, repair, replacement, and insurance of such approved carpeting, covering, or enclosure shall be the responsibility of the unit owner.

6.3.2. INTERIOR DECORATING -- Each unit owner is responsible for all decorating within the owner's unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

6.3.3. FLOORING The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and

terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a unit shall be installed so as to ensure proper drainage.

6.3.4. WINDOW COVERINGS -- The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

6.3.5. MODIFICATIONS AND ALTERATIONS OR NEGLECT -- If a unit owner makes any modifications, installations, or additions to the unit or the common elements or neglects to maintain, repair, and replace as required by this section 6, the unit owner, and the owner's successors in title, shall be financially responsible for:

6.3.5.1. Insurance, maintenance, repair, and replacement of the modifications, installations, or additions;

6.3.5.2. The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations, or additions; and

6.3.5.3. The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible.

6.3.6. USE OF LICENSED AND INSURED CONTRACTORS -- Whenever a unit owner contracts for maintenance, repair,

replacement, alteration, addition, or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.4. APPLIANCE MAINTENANCE CONTRACTS -- If there shall become available to the Association a program of contract maintenance for water heaters serving individual units, and/or air conditioning compressors and/or air handlers and related equipment and fixtures serving individual units, which the Association determines is to the benefit of the owners to consider, then on agreement by a majority of the voting interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or on agreement by a majority of the total voting interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the unit owner.

6.5. PEST CONTROL -- The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in

which event the owner thereof either must permit the Association's pest control company to enter the unit or must employ a licensed pest control company to enter the owner's unit on a regular basis to perform pest control services, and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the owner's assessments.

6.6. OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED --

No unit owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. If approved by the Board, two units owned by the same owner that are adjacent, either horizontally or vertically, may be connected by doorways or stairways through common element walls or floors. Such Board-approved work is declared not to constitute material alterations or substantial additions to the common elements.

7. COMMON ELEMENTS

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

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

7.3. MATERIAL ALTERATIONS AND ADDITIONS -- Except for changes made by an owner with Association approval as provided in Paragraph 6.7. above, or by the Board of Directors alone for the integrity of the Condominium property, material alteration of or substantial additions to the common elements or to Association property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the common elements or Association property to unit owners or other persons if, in the judgment of the Board, the use will benefit the members of the Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the common elements or Association

property. The Association may charge for the use.

7.4. ACCESSORY STRUCTURES - No accessory structures are permitted on the rear yard of any unit.

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

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

10. INSURANCE -- In order to adequately protect the unit owners, the Association, and all parts of the Condominium property and Association property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN -- The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the unit owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first

mortgages.

10.2.BASIC INSURANCE -- The Board of Directors will procure insurance covering the building and improvements as well as all insurable Association property, in an amount determined annually by the Board. Pursuant to F.S. 718.111(11)(b), the word "building" does not include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets located within a unit. Such insurance shall afford the following protection:

10.2.1. PROPERTY -- The policy must include extended coverage (including windstorm), and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.2.2. FLOOD -- The policy must include up to the replacement cost for each building and insurable improvements, as available.

10.2.3. LIABILITY -- The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

10.2.4. AUTOMOBILE -- The policy must include

automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.2.5. WORKERS' COMPENSATION -- The Association shall maintain workers' compensation insurance to meet the requirements of law.

10.2.6. FIDELITY BONDING -- The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.2.7. DIRECTORS AND OFFICERS LIABILITY INSURANCE -- The Association shall obtain and maintain adequate Directors and officers liability insurance using the broad form of policy coverage for all Directors and officers and, if available, for committee members of the Association.

10.2.8. OPTIONAL COVERAGE -- The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and unit owners.

10.3. DESCRIPTION OF COVERAGE -- A detailed summary of

the coverage included in the master policies shall be available for inspection by unit owners on request.

10.4.WAIVER OF SUBROGATION -- The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies which provide that the insurer waives its rights to subrogation as to any claim against unit owners, the Association, or their respective servants, agents, or guests.

10.5.SHARES OF INSURANCE PROCEEDS -- All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. COMMON ELEMENTS -- Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as owner's share in the common elements.

10.5.2. UNITS -- Proceeds on account of damage to units shall be held in as many undivided shares as there are damaged units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.

10.5.3. MORTGAGEES -- If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged

improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

10.6.DISTRIBUTION OF INSURANCE PROCEEDS -- Proceeds of insurance policies received by the Association shall be distributed for the benefit of the unit owners in the following manner:

10.6.1. COST OF RECONSTRUCTION OR REPAIR -- If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

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

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

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

follows:

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

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

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

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

The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

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

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

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

11.2.3.1.2. INSURANCE INSUFFICIENT -- If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless

at least 67% of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Paragraph 16.2. If 67% of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. DISPUTES -- If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding on all unit owners.

11.3.APPLICATION OF INSURANCE PROCEEDS -- It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and Association property and then to the units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the unit owners paying said assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

11.4.EQUITABLE RELIEF -- In the event of substantial damage to the Condominium property, and if the property is not

reconstructed or repaired within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

11.5.PLANS AND SPECIFICATIONS -- Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association and the Design Review Committee of the Association.

12. USE RESTRICTIONS -- The use of the property of the Condominium shall be in accordance with the rules and regulations attached hereto and incorporated herein as Exhibit "D" and the following provisions:

12.1.LAWFUL USE -- All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

12.2.RULES AND REGULATIONS -- The rules and regulations

attached hereto as Exhibit "D" and made a part hereof by reference concerning the use of the Condominium property including the units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the rules and regulations must be recorded in the public records.

12.3.USE AND OCCUPANCY OF THE UNITS is restricted to one family and their guests per unit only. Occupancy by guests in the absence of the unit owner is limited to two times per calendar year for maximum periods of 14 days. These use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or correspondence in and from owner's unit. Such uses are expressly declared customarily incident to the principal residential use. All guests must be registered with the Association on arrival and unregistered guests may be denied use of recreational facilities and amenities.

12.4.ACCESS TO UNITS -- The Association has an irrevocable right of access to the units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the common elements or to another unit or units. The owner of a

unit has a right of access to any adjoining unit as and if it is reasonably necessary in order to maintain, repair, or replace parts of the owner's unit. The right of access to a unit shall be exercised after reasonable notice to the unit owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the unit. The Association requires and shall retain a passkey to all units. No unit owner shall install or alter any lock that prevents access while the unit is unoccupied without providing the Association with a key.

12.5.PETS Pets shall be as allowed and regulated in the rules and regulations (Exhibit "D").

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

13. LEASE, CONVEYANCE, DISPOSITION -- The purpose and object of this paragraph is to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and

financing of the units by owners (subject to the exceptions provided in Paragraph 18.1) shall be subject to the following provisions:

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

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

ownership. If the Association disapproves the heir, the Association has the option of purchasing the unit or selecting an alternate purchaser. Refer to Section 13.2.2.

13.1.3. LEASES -- Approvals of leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Community Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is 30 days and no unit may be leased more than three times per calendar year, unless made more restrictive by the Board.

13.1.4. MULTIPLE OWNERS -- Consistent with Paragraph 13 above, de facto time sharing of units is not permitted and approval will not be given for the sale of a unit or

an interest in a unit to multiple persons (e.g., siblings or business associates), who may intend that they and their families would split occupancy of the unit into different time periods during the year.

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

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

13.2.2. ASSOCIATION'S OPTIONS -- The Association must, within 15 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason

or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Paragraph 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

13.2.3. CLOSING DATE -- The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

13.2.4. NOTICE OF DISAPPROVAL -- If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 13.2.2.), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

13.3. JUDICIAL SALES -- Judicial sales are exempt from this section.

13.4. UNAPPROVED TRANSACTIONS -- Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

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

14.1.REMEDIES -- Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any unit owner.

14.2.COSTS AND FEES -- In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

14.3.OWNER INQUIRIES -- When a unit owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Bureau of Condominiums. If advice has been requested from the Bureau of Condominiums, the Board shall provide a written substantive response to the inquirer within 10 days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within 60 days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any

subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in F.S. 718.1255(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to unit owner inquiries, including a limit of one unit owner inquiry in any 30-day period.

14.4.NO WAIVER OF RIGHTS -- The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. AMENDMENTS -- Amendments to any of the condominium documents shall be in accordance with the following:

15.1.REQUIREMENTS -- An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice-President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present) and the separate written joinder of mortgagees where required and shall include the recording date (identifying the

location of the Declaration as originally recorded) and which shall become effective when recorded in the public records.

15.2.CORRECTORY AMENDMENT -- Whenever it shall appear that there is a defect, error, or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

15.3.REGULAR AMENDMENTS -- Amendments may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association.

15.4.DEVELOPER AMENDMENTS -- Until relinquishment of Developer control of the Association (turnover) and except as otherwise provided by law in F.S. 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

15.5.MORTGAGEE APPROVAL -- Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request

for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Broward County, Florida. A change to any of the following shall be considered as material:

- Any change in the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus
- Reallocation of interests or use rights in the common elements
- Redefinition of any unit boundaries (except as above stated on 6.6).
- Convertibility of units into common elements or vice versa
- Expansion or contraction of the Condominium

15.6.DEVELOPER'S RIGHTS -- No amendment to this Declaration or any of the Condominium documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any units for sale

in the ordinary course of business.

15.7.WRITTEN AGREEMENTS -- Any approval of unit owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)4 and F.S. 617.0701.

16. TERMINATION -- Except for termination in connection with a merger of this Condominium with another, as provided for in Paragraph 15.4. above, the termination of the Condominium shall be carried out in accordance with the following:

16.1.BY AGREEMENT -- The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three fourths of the units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.

16.2.WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE -- If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

16.3.PROCESS OF TERMINATION -- Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Broward County, Florida.

16.3.1. The termination of the Condominium by

either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all unit owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former unit owners as tenants in common, in the same undivided shares as each owner previously owned in the common elements, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred to the equitable interest in the former Condominium property and Association property attributable to the unit encumbered by the lien, with the same priority.

16.4.WINDING UP OF ASSOCIATION AFFAIRS -- The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and

assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

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

required to inquire beyond such information and instructions.

16.6.PARTITION; SALE -- Following termination, the former Condominium property and Association property may be partitioned and sold on the application of any unit owner. If following a termination at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former Condominium and Association property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former unit owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

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

16.8.PROVISIONS SURVIVE TERMINATION -- The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy

assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

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

17.1. Assessment of the Developer as a unit owner for capital improvements for a time period not to exceed the first day of the fourth calendar month following the month in which the first closing occurs of a purchase contract for a unit in the condominium.

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

17.3. Payment of common expenses except those which exceed assessments against other unit owners in the condominium.

17.4. The Developer hereby guarantees that the common

expenses will not exceed \$200/month per unit and the Developer will pay any common expenses on any unsold units exceeding this amount for a time period not to exceed the first day of the fourth calendar month following the month in which the first closing occurs. This may be extended for an additional four months for a period not to exceed a total of 3 periods or one year.

#### 18. RIGHTS OF MORTGAGEES

18.1.PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS - A first mortgagee who acquires title to a unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such unit without the approval of the Association. This paragraph shall be deemed amended so as to remain in conformity with the provisions of F.S. 718.116 as it is amended from time to time.

18.2.RIGHTS TO INFORMATION -- On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee

specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

18.2.1. FINANCIAL STATEMENTS -- A copy of a financial statement of the Association for the immediately preceding fiscal year; and

18.2.2. INSURANCE CANCELLATION -- Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

18.2.3. DAMAGE TO CONDOMINIUM -- Written notice of any damage or destruction to the improvements located on the common elements or Association property that affects a material portion of the common elements or Association property or the unit securing its mortgage; and

18.2.4. EMINENT DOMAIN -- Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium property or the unit securing its mortgage; and

18.2.5. DELINQUENT ASSESSMENTS -- Written notice of failure by the owner of a unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay

any assessments when such failure or delinquency has continued for a period of 60 days or longer.

18.2.6. FAILURE TO NOTIFY -- The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

19. ENFORCEMENT OF ASSESSMENT LIENS -- Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association also may bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the unit owner during occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

19.1.CREATION AND ENFORCEMENT OF CHARGES -- The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs, and expenses to the Association that cannot be secured as

assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection.

20. ASSOCIATION AGREEMENTS -- The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners. The Association also is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

21. COMMON EXPENSES AND COMMON SURPLUS -- Each unit's share shall be that share of the whole set forth in Exhibit "F".

22. CONDEMNATION:

22.1. DEPOSIT OF AWARDS WITH ASSOCIATION -- The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so,

a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

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

22.3.DISBURSEMENT OF FUNDS -- If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

22.4.ASSOCIATION AS AGENT -- The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

22.5.UNITS REDUCED BUT TENANTABLE -- If the taking reduces the size of a unit and the remaining portion of the unit

can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.5.1. RESTORATION OF UNIT -- The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit;

22.5.2. DISTRIBUTION OF SURPLUS -- The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

22.6. UNIT MADE UNTENANTABLE -- If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.6.1. PAYMENT OF AWARD -- The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s);

22.6.2. ADDITION TO COMMON ELEMENTS -- If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in

condition for use by all unit owners in the manner approved by the Board of Directors;

22.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS

-- The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total remaining square footage of units calculated as provided in Exhibit "F" to this Declaration;

22.6.4. ARBITRATION -- If the fair market value

of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

22.7. TAKING OF COMMON ELEMENTS -- Awards for the taking

of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the

common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

22.8.AMENDMENT OF DECLARATION -- Changes in the units, in the common elements, and in the ownership of the common elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of unit owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

23. VOTING -- Each unit shall have one full indivisible vote in all matters.

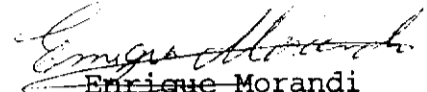
24. FUTURE DEVELOPMENT EASEMENTS -- Developer, for itself and its successors and assigns, reserves easements over the Condominium property as necessary to complete future development, if any, including construction access and utilities.

25. SEVERABILITY AND NONWAIVER -- If any provision of this Declaration or its exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into this 6<sup>th</sup> day of FEBRUARY 2002.

MORANDI ENGINEERING AND CONSTRUCTION, INC.,  
a Florida Corporation, Developer (CORPORATE SEAL)

BY: (Sign)

  
~~Enrique Morandi~~

President

WITNESSES: (Sign)

  
Diana Morandi

Vice-President

(Sign) 

(Print) Tamarac MacGinty

7249 NW 88 AVE

Tamarac, FL 33321

(Sign)

(Print)


ACKNOWLEDGMENT

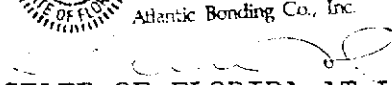
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of FEB, 2002, by ENRIQUE MORANDI, as President of MORANDI ENGINEERING AND CONSTRUCTION, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced a Florida driver's license as identification.

Sworn to before me on 2/16/02.

(Sign)

 Tinamarie MacGinley  
Commission # DD 072339  
Expires Nov. 15, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
STATE OF FLORIDA AT LARGE (SEAL)

Commission

My Commission Expires: Nov 15, 2005

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

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

ARTICLE I. NAME

The name of this corporation shall be WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "association," these articles of incorporation as the "articles," and the bylaws of the association as the "bylaws."

ARTICLE II. PRINCIPAL OFFICE

The street address of the initial principal office of the association is 7249 NW 88TH AVE TAMARAC, FL 33321.

ARTICLE III. TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE IV. PURPOSE

This association is organized for the purpose of providing an entity pursuant to the Condominium Act, the "Act", which is Chapter 718, Florida Statutes, for the operation of a condominium located in BROWARD County, Florida and described as:

Parcel "A," WESTCHESTER POINT, according to the Plat thereof, as recorded in Plat Book 170, Pages 115-116, of the Public Records of Broward County, Florida,

situated at 12302 through 12330 West Royal Palm Boulevard Coral Springs, Florida 33071, and known as WESTCHESTER POINT TOWNHOMES, a condominium ("the condominium"), to be created under the declaration of condominium ("the declaration").

The Association shall make no distribution of income to its members, directors or officers.

ARTICLE V. MANNER OF ELECTION

The qualification of members and directors and the manner of their admission and election shall be as regulated by the bylaws.

ARTICLE VI. CORPORATE POWERS

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

VI.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

VI.2 The Association shall have all of the powers and duties set forth in the Condominium Act except; as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

- a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. For the maintenance, repair, replacement and operation of the condominium property.
- d. For the purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners and its Directors, Officers and members as apartment owners.
- e. For the reconstruction of improvements after casualty and the further improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 51% of the votes of the entire membership of the Association before such shall become effective.
- g. To approve or disapprove the transfer and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles,

the Bylaws of the Association and the Regulations for the use of all property in the condominium.

i. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

j. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

l. To employ personnel to perform the services required for proper operation of the condominium.

*VI.3 The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosures of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien; or in case of non-approval of a buyer, at which sales the Association shall bid no more than the appraised value. This provision shall not be changed without unanimous approval of the members.*

VI.4 All funds and the titles of all properties acquired the Association and their proceeds shall be held in trust for members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

VI.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE VII. MEMBERS

VII.1 The members of the Association shall consist of all of the record owners of units in the condominium Association. A copy of the recorded instrument establishing the unit owner's fee simple interest shall be on file with the Association as proof of ownership for the purpose of exercising member rights.

VII.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, any properly recordable instrument which effects an assignment of a fee simple interest establishing a record interest to a unit in the condominium and the delivery to the Association of a copy of such instrument. The Assignee or Grantee designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated -

VII.3 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 of his apartment -

VII.4 The Owner of each unit shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the Bylaws of the Association. Where the Association records reflect that the fee simple interest in more than one unit is owned by the same person or corporation, such person or corporation owns the fee simple interest.

ARTICLE VIII. INITIAL REGISTERED AGENT AND STREET ADDRESS

The street address of the initial registered office of this association is 7249 NW 88TH AVE, TAMARAC, FL 33321 and the name of the initial registered agent of this association at that address is DIANA R. MORANDI.

ARTICLE IX. INITIAL DIRECTORS AND OFFICERS

The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

NAME, OFFICE HELD	ADDRESS
Enrique Morandi, President	7615 Banyan Way, Tamarac, FL 33321
Diana Morandi, Vice President	7615 Banyan Way, Tamarac, FL 33321
Monica Morandi, Sec./Treas.	7615 Banyan Way, Tamarac, FL 33321

ARTICLE X. INCORPORATOR(S)

The names and address(es) of the incorporator(s) to these articles are as follows:

NAME	ADDRESS
Enrique Morandi	7615 Banyan Way, Tamarac, FL 33321

ARTICLE XI. AMENDMENTS

Amendments to these Articles of Incorporation may not be made by less than a majority of the entire voting interest of the association.

ARTICLE XII. EFFECTIVE DATE

The effective date of these Articles of Incorporation shall be March 1, 2002.

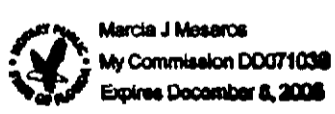
IN WITNESS WHEREOF the undersigned incorporator(s) has(have) executed these articles of incorporation on .....

*Enrique Morandi*  
 \_\_\_\_\_  
 ENRIQUE MORANDI, PRESIDENT  
 Incorporator

STATE OF FLORIDA  
COUNTY OF Broward

Before me, the undersigned authority, personally appeared ENRIQUE MORANDI, who is personally known to me/produced .....(document) as identification....., and who was sworn and says that the foregoing is true.

Sworn to before me on 17<sup>th</sup> (date) December 2001  
 NOTARY PUBLIC -- STATE OF FLORIDA  
 Print Name: MARCIA J. MESAROS  
 Commission No.: DD-011038  
 My Commission Expires: 12-08-2005  
 (Seal)




02 JAN -9 PM 1:17  
STATE  
TALLAHASSEE, FLORIDA

\*\*\*\*\*  
Having been named as registered agent to accept service of process for the  
above stated corporation at the place designated in this certificate, I am  
familiar with and accept appointment as registered agent and agree to act in  
this capacity.

  
Diana R. Morandi, Registered Agent

# State of Florida



Department of State

I certify from the records of this office that WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 9, 2002, effective March 1, 2002.

The document number of this corporation is N02000000135.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Ninth day of January, 2002



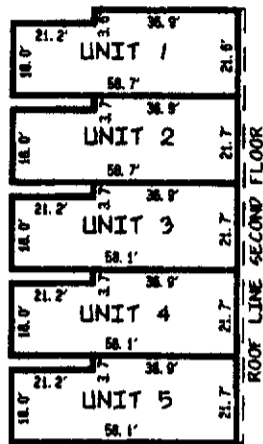
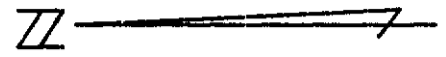
CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

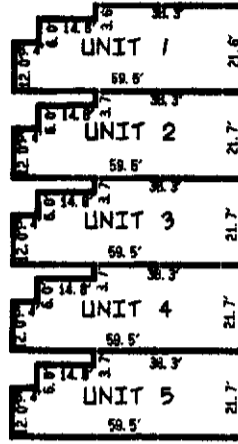


# WESTCHESTER POINT TOWNHOUSE CONDOMINIUM

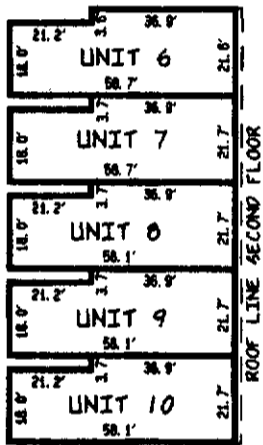
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EXHIBIT 'B'



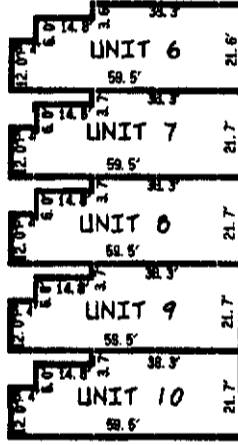
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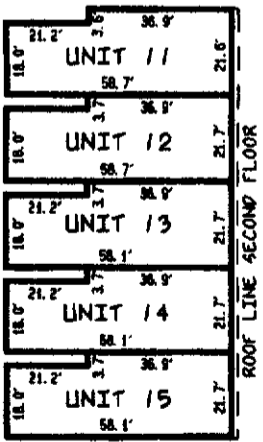
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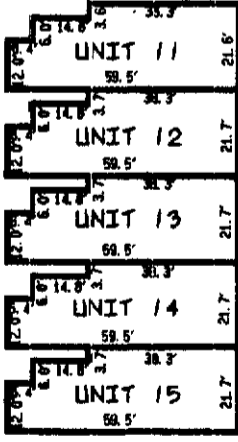
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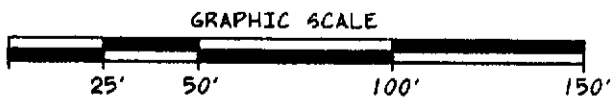
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FIRST FLOOR



SECOND FLOOR



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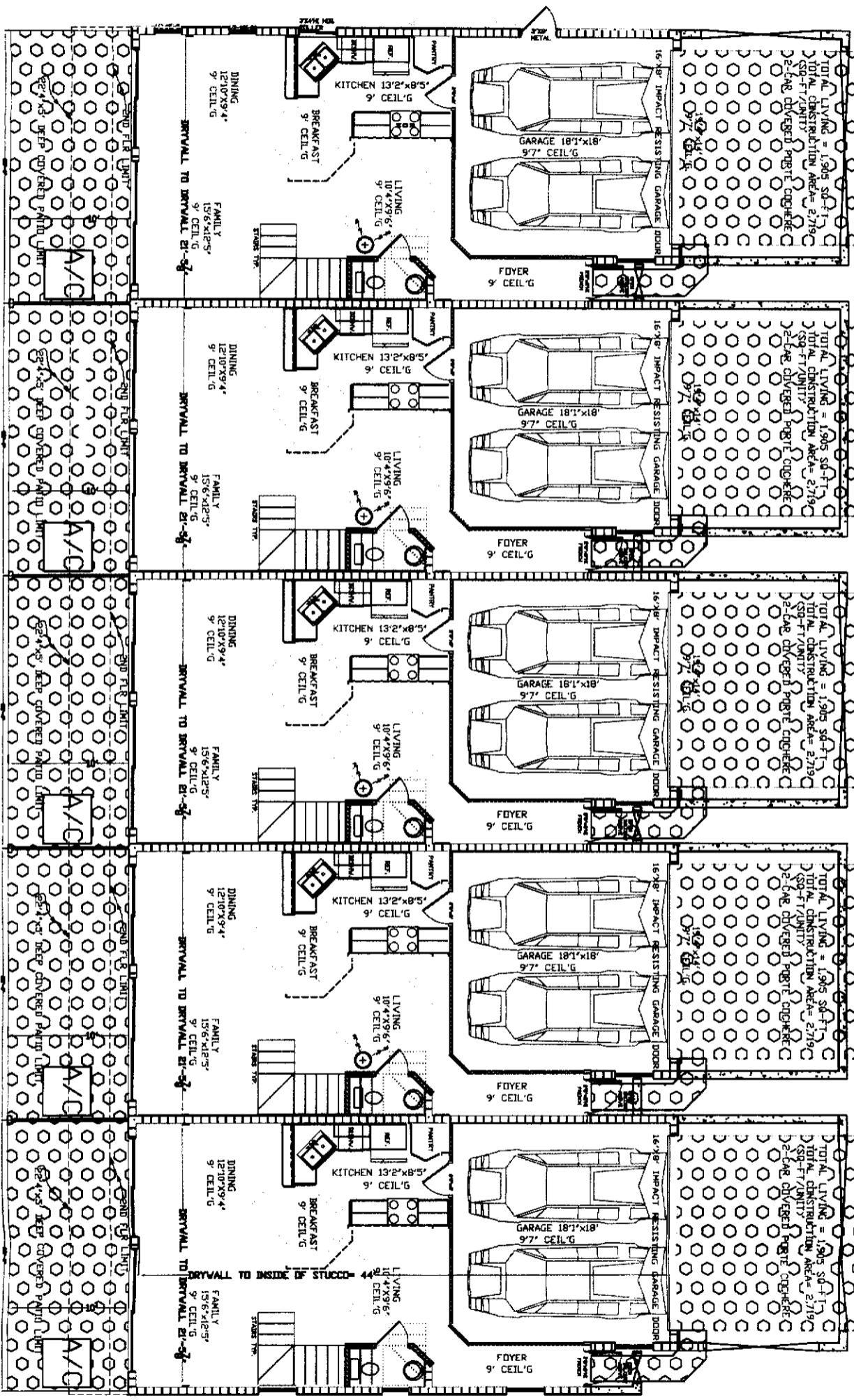


## HIGGINS-DENI & ASSOCIATES

1721 N. STATE ROAD 7, MARGATE, FLORIDA 33063 (954) 971-0540 FAX (954) 971-5980

LAND SURVEYS • SUBDIVISIONS • CONSTRUCTION SURVEYS

WESTCHESTER POINT TOWNHOMES CONDOMINIUM, TYP BUILDING FIRST FLOOR



○ DENOTES LIMITED COMMON ELEMENTS  
 ○ DENOTES EVERYTHING ELSE IS COMMON ELEMENTS.

APPROVED BY:  
*Engelbrecht & Howard*  
 ENRIQUE MORANDI, P.E. 36129  
 M.E.C. C.O.A. 4728, DATE: 3-18-02

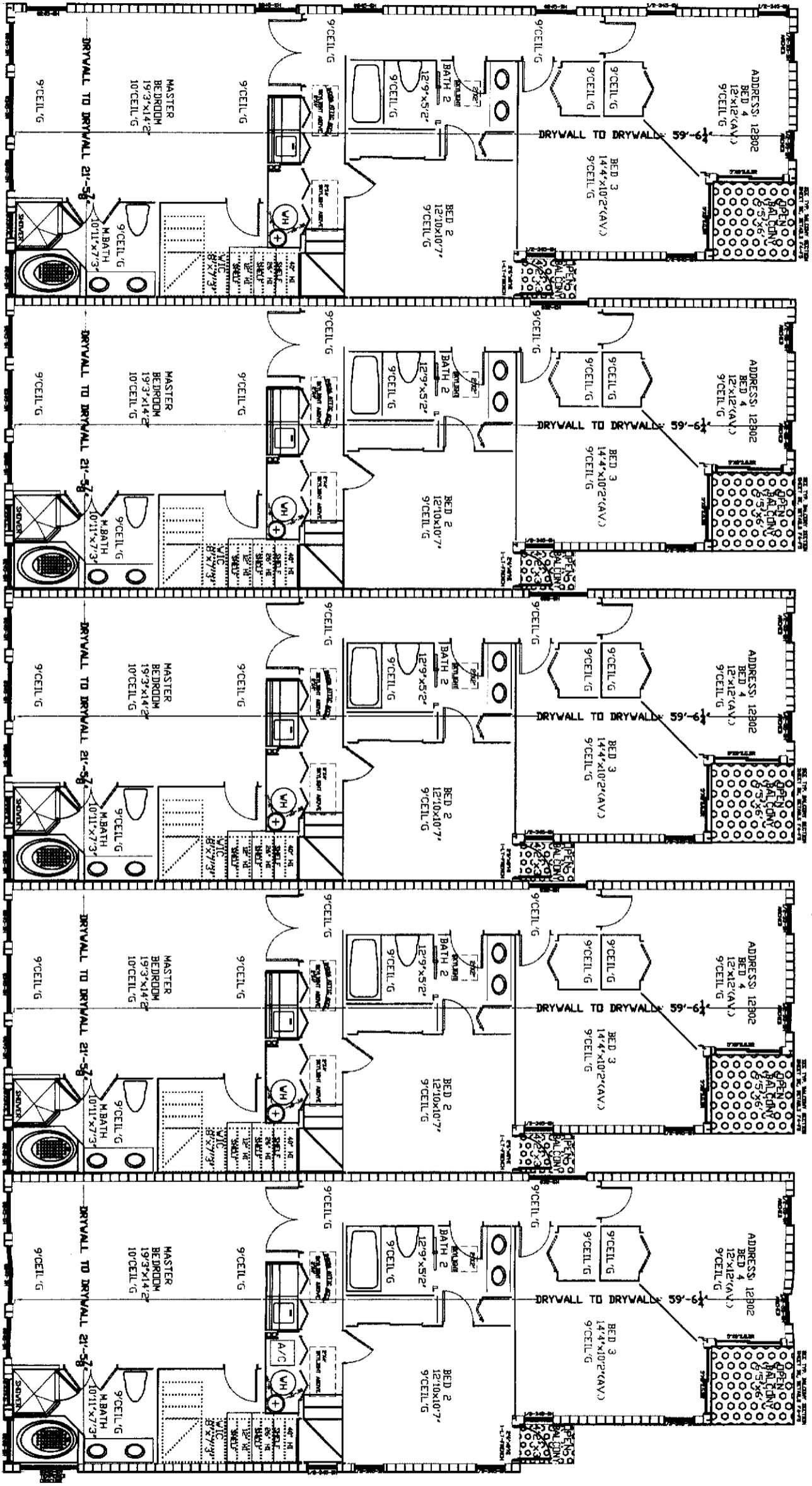
PARCEL 'A' WESTCHESTER POINT, AS REC'D  
 ON P.B. 170, PGS 115-116, BRV CTY RECORDS  
 12382-12330 ROYAL PALM BLVD, CRL SPRGS, FL 33065

**MORANDI**  
 ENGINEERING AND CONSTRUCTION, INC.  
 7249 NW 88 AV., TAMARAC, FL 33321  
 (954) 726-4163, FAX 726-4173

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 MORANDI ENGINEERING & CONSTRUCTION, INC.  
 ITS UNAUTHORIZED USE WITHOUT PRIOR  
 WRITTEN CONSENT SHALL MAKE AVAILABLE  
 ALL LEGAL REMEDIES

TO THE BEST OF MY KNOWLEDGE, THE PLANS AND  
 SPECIFICATIONS SUBMITTED HERewith COMPLY  
 WITH ALL EXISTING PROVISIONS OF THE  
 APPLICABLE BUILDING CODES AT THE TIME OF THE  
 PLANS PREPARATION. NO WARRANTY EITHER  
 EXPRESSED OR IMPLIED IS HEREBY GIVEN.

WESTCHESTER POINT TOWNHOMES CONDOMINIUM, TYP. BUILDING SECOND FLOOR



END OF 5' CANT'D DVH

END OF 5' CANT'D DVH

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END OF 5' CANT'D DVH

APPROVED BY: *Enrique Morandi*  
 ENRIQUE MORANDI, P.E. 36129,  
 M.E.C. CDA 4728, DATE: 9-18-02

PARCEL "A" WESTCHESTER POINT, AS REC'D  
 ON P.B. 170, PGS 115-116, BRY CTY RECORDS  
 12302-12330 ROTAL PALM BLVD, CRT SPRGS, FL 33065

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 EXPRESSED OR IMPLIED IS HEREBY GIVEN.

EXHIBIT "C"

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BYLAWS  
OF  
WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in .BROWARD County, Florida, and known as WESTCHESTER POINT TOWNHOMES CONDOMINIUM, a condominium ("the Condominium").

1.1 Principal Office. The principal office of the Association shall be at 7249 NW 88TH AVE, TAMARAC, FL 33321, or at 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 Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 10% of

the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings; F.S. 718.112(2)(k), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed or hand delivered to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting

interests to the Board, shall call a special meeting of the Unit Owners within 30 days, on not less than 10 days' written notice to each Unit Owner.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call an election for the members of the board of directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer

of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

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

- a. Call to order.
- b. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- c. Calling of the roll, certifying of proxies, determination of a quorum.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of Officers.
- g. Reports of committees.
- h. Appointment of inspectors of election.
- i. Determination of number of Directors.
- j. Election of Directors.
- k. Unfinished business.

- l. New business.
- m. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities lease.
- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

### III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

a. The Board of Directors shall be elected by written ballot or voting machine.

b. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless the unit owners by affirmative vote approve the use of proxies for that purpose.

c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than 30 days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus

created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice except notice to Unit Owners required by F.S. 718.112(2)(c). The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express

purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the

Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the common expenses required for the operation of the Condominium; (2) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (3) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (4) purchase, lease, or otherwise acquire Units in the Condominium in the name of the Association; (5) approve any actions or proposals required by the Act, the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business. The order of business at meetings of Directors shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Unfinished business.
- f. New business.

g. Adjournment.

3.23 Election of Directors by Unit Owners Other than Developer. Unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the Association, under the following schedule:

a. When Unit Owners other than the Developer own 15% or more of the units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one third of the members of the Board of Directors of the Association.

b. Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association on the earliest of the following events:

1. Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

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

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

5. Seven years after recordation of the Declaration of Condominium, or, in the case of an Association that may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or, in the case of an Association operating a phase condominium created under F.S. 718.403, seven years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% in condominiums with fewer than 500 units, or 2% in condominiums with more than 500 units, of the units in a Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer

may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, but no more than 90 days thereafter, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

#### IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

##### 4.1 Maintenance, Management, and Operation of Condominium Property.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair, and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

4.16 Furnish Annual Financial Reports to Members.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Condominium as provided in the Declaration.

4.21 Contract for Operation, Maintenance, and Management of the Condominium.

4.22 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.23 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.24 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.25 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, not to exceed \$50 for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants. See 7.9.

4.26 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

4.27 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements, such as social rooms and meetings rooms, for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.28 Repair or Reconstruct Improvements After Casualties.

## V. OFFICERS

5.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the

powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

## VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board

called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.

1. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to

the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Member Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessments against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owners within 30 days. The special meeting shall be called on not less than 10 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and adopt a budget, which adoption requires an affirmative vote of not less than a majority of all voting interests. If, at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses, and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests other than those held by the Developer.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.9 Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds. Each Officer and Director of the Association who controls or disburses its funds shall be bonded by a fidelity bond or insurance policy in the principal sum of not less than \$..... [The practitioner should note that the fidelity bond or insurance policy must cover the maximum amount of funds that will be in the association's or its management agent's custody at any one time. F.S. 718.111(11)(d).] The cost of bonding shall be at the expense of the Association.

## VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the

Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

a. the unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one year after the claim of lien is recorded in the public records of ..... County unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine under section 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- a. a statement of the date, time and place of the hearing;
- b. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted rules and regulations that have allegedly been violated; and

c. a short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved to the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Each day of violation shall be a separate violation. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

#### VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the state of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

a. Specification of the services, obligations, and responsibilities of the service provider.

- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.
- d. Specification of minimum number of personnel to provide the contracted services.
- e. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).
- b. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.
- c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- e. A copy of the current rules of the Association.
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
- h. All current insurance policies of the Association and Condominiums operated by the Association.
- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which

the Association or the Unit Owners have an obligation or responsibility.

j. Bills of sale or transfer for all property owned by the Association.

k. The accounting records required in 6.7.

l. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the proxy relates.

m. All rental records when the Association is acting as agent for the rental of Condominium Units.

n. A copy of the current Frequently Asked Questions and Answers Sheet in a form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.

o. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

The official records of the Association shall be maintained within the state of Florida and shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association shall provide the records within 5 working days after receipt of a written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Copies of the Declaration, Articles of Incorporation, Bylaws, rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in F.S. 718.504, shall be kept on the Condominium property and shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

#### X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit

to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

a. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.

b. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.

c. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under section 4.25 of these Bylaws.

10.2 Attorneys' Fees. In any action brought under the provisions of section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

#### XI. ARBITRATION OF INTERNAL DISPUTES

All issues or disputes that are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through the alternative dispute resolution procedures instead of civil litigation.

#### XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the

Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

XIV. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

XV. RULES AND REGULATIONS

15.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations governing the details of the use and operation of the Common Elements, Association property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

15.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

XVI. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

XVII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- a. The Act, as it existed on the date of recording the Declaration.
- b. The Declaration.
- c. The Articles.
- d. These Bylaws.
- e. The rules and regulations.

XVIII. INDEMNIFICATION

Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an Officer or Director of the Association, whether or not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be

indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

#### XIX. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS

Under F.S. 718.110(10), the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

#### XX. AMENDMENTS

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

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

20.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two thirds of the voting interests of the Association.

20.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent.

20.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a

deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

20.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER ..... FOR PRESENT TEXT."

XXI. CONSTRUCTION

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

The foregoing were adopted as the Bylaws of  
WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC.,  
on \_\_\_\_\_.

\_\_\_\_\_  
WESTCHESTER POINT TOWNHOMES  
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

20.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER ..... FOR PRESENT TEXT."

XXI. CONSTRUCTION

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

The foregoing were adopted as the Bylaws of WESTCHESTER POINT TOWNHOMES CONDOMINIUM ASSOCIATION, INC., on February 6, 2002.

WESTCHESTER POINT TOWNHOMES  
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

[Signature]  
Secretary

By: [Signature]  
President

WESTCHESTER POINT TOWNHOMES CONDOMINIUM  
EXHIBIT "D"  
RULES AND REGULATIONS

A. GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Commercial vehicles, trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited except inside the unit's garage. Bicycles and mopeds will be parked only inside unit's garage. Vehicle maintenance, except car washing in the designated area, is not permitted on the condominium common area. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on condominium property. The developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of units, as are commercial vehicles used by vendors of the association while engaged in work at the condominium.

2. No exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed without the written consent of the directors.

3. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the condominium or association property that is visible from the exterior of the building or from the common elements without the prior written consent of the directors. All curtains, shades, drapes, and blinds will be white or off-white in color or lined with material of these colors. Balcony tile and exterior floor covering colors must be approved by the board.

4. All common elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to unit owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the directors. Such areas will at all times be kept free of obstruction. Owners are financially responsible to the association for damage to the common elements caused by themselves, their tenants, guests, and family members.

5. Customary non-exotic (snakes are prohibited), quiet, and inoffensive household pets not being kept or raised for

commercial purposes will be permitted with the following conditions:

a. On common property, pets will be under handheld leash or carried at all times.

b. Messes made by pets must be removed by owners or handlers immediately. The directors will designate the portions of the property that will be used to accommodate the reasonable requirements of unit owners who keep pets.

c. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the condominium. In the event that a pet has, in the opinion of the board of directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet, and the pet must be removed from the condominium property within three days.

d. Guests and tenants are not permitted to have pets.

e. The board of directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

6. All non-owner persons occupying units will be registered with the manager or other designate of the association at or before the time of their occupancy of the unit. This includes renters and houseguests.

Units may not be rented for periods of less than 30 consecutive days nor more than three times a year. A copy of these rules and regulations must be given to the tenants and guests by the unit owner or the unit owner's agent. No unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a unit overnight than the number of bedrooms times two, plus two.

This regulation may not be amended in a way that would be detrimental to the sales of units by the developer as long as the developer holds units for sale in the ordinary course of business.

7. Loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the directors.

8. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be regulated to sound levels that will not disturb others. No loud vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

9. Use of barbecue grills will be allowed only in areas designated as safe and appropriate by the directors.

10. Illegal and immoral practices are prohibited.

11. Lawns, shrubbery, or other exterior plantings will not be altered, moved, or added to without permission of the association.

12. Laundry, bathing apparel, and beach and porch accessories will not be maintained outside of the units or limited common elements (balconies, and terraces), and such apparel and accessories will not be exposed to view.

13. No nuisance of any type or kind will be maintained on the condominium property.

14. Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner's unit or in the common elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

15. Moving vans and trucks used for this purpose will remain on condominium property only when actually in use.

16. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.

17. These rules and regulations will apply equally to owners, their families, guests, domestic help, and lessees.

18. The board of directors of the association may impose a \$100 fine for each violation of these rules and regulations or any violation of the condominium documents.

19. The condominium and management staff are not permitted to do private work for unit owners, their families, tenants, or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

20. Hurricane shutters have been provided and have been prefitted by the developer for all exterior windows and glass sliding doors appurtenant to condominium units. These shutters meet or exceed standards set forth in the South Florida Building Code (applicable to Broward County). Shutters will be stacked in the garage and should only be installed in emergency situations.

21. These rules and regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Reference should be made to the condominium and community association documents.

RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS

I. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the board.

2. Robert's Rules of Order (latest edition) will govern the conduct of the association meeting when not in conflict with the declaration of condominium, the articles of incorporation, or the bylaws.

3. After each motion is made and seconded by the board members, the meeting chairperson will permit unit owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the association.

4. Unit owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the chairperson determines that it is appropriate or is in the best interest of the association.

5. A unit owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.

6. While a unit owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.

7. A unit owner may speak only once for not more than three minutes, and only on the subject or motion on the floor.

8. The chairperson, by asking if there is any objection and hearing none, may permit a unit owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a board member only, and if there is an objection the question will be decided by board vote.

9. The chairperson will have the sole authority and responsibility to see to it that all unit owner participation is relevant to the subject or motion on the floor.

## II. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that unit owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment will be assembled and placed in a location that is acceptable to the board or the committee before the beginning of the meeting.

3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours' advance written notice will be given to the board by any unit owner desiring to use any audio/video equipment to record a meeting.

## III. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.

IV. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE HAND DELIVERED OR MAILED TO EACH UNIT OWNER.



EXHIBIT "E"

LEGAL DESCRIPTION:

PARCEL "A", WESTCHESTER POINT, PLAT BOOK 170, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA CONTAINING 1.543 ACRES, MORE OR LESS.

**EXHIBIT "F"**  
**Percentages of Ownership of the Common Elements**

A. Each unit shall have as an appurtenance an undivided share (1/15th, or 6 2/3%, equal shares) in the common elements as set forth in EXHIBIT "B" that is attached and made part of this declaration.

B. The common expenses shall be borne by the condominium residence owners and those residence owners shall share in the common surplus in the proportions set forth for the common elements in EXHIBIT "B". (1/15th, or 6 2/3%, equal shares)



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

VIA FACSIMILE 854-424-3309 and 854-726-4173 and U. S. Mail

May 17, 2002

Mr. David N. Bauman  
Attorney at Law  
7119 W. Broward Boulevard  
Plantation, FL 33317

RE: WESTCHESTER POINT TOWNHOMES CONDOMINIUM  
MARANDI ENGINEERING AND CONSTRUCTION, INC.  
PR1S026283

Dear Mr. Bauman:

Pursuant to rule 61B-17.005, Florida Administrative Code, the documents for the above referenced condominium have been examined and are now considered sufficient for filing purposes. After the declaration has been recorded, the developer may close on contracts for sale or lease.

This acceptance for filing only relates to the filing and disclosure requirements of Chapter 718, Florida Statutes, and does not constitute the Division's endorsement of the offering, development, or any representations made concerning this filing. This acceptance for filing does not relieve the developer of any duty or responsibility under the Florida Statutes, the rules promulgated by the Division thereunder, or any other applicable laws. If deficiencies in the documents are subsequently discovered, the developer understands the Division is not estopped from requiring the developer to correct them.

The Division neither agrees nor disagrees with any waiver of warranty language that may be contained in your documents. The Division does not typically involve itself with issues directly relating to warranties under section 718.203, Florida Statutes.

This filing acceptance will AUTOMATICALLY expire if the condominium or applicable phase has not been created within 24 months of the acceptance date. Refer to rule 61B-17.005(3)(b), F.A.C.

Note: Section 718.104(2), F.S., requires the developer to notify the Division within 120 calendar days of recording information and the correct mailing address for the association.

Sincerely,  
BUREAU OF STANDARDS & REGISTRATION

Patricia J. Hosford  
Real Estate Development Specialist

/pjh

Florida's Future...  
**Right Here.  
Right Now.**

Jeb Bush  
Governor

Kim Binkley-Seyer  
Secretary

Division of Florida Land  
Sales, Condominiums, and  
Mobile Homes

Standards and Registration  
Condominiums Section

MAILING  
1940 North Monroe Street  
Tallahassee, Florida  
32309-1033

PHYSICAL  
Fuller Warren Building  
201 W. Bloxham Street  
Tallahassee, Florida  
32301

VOICE  
850.487.9832

FAX  
850.921.5448

INTERNET  
[www.MyFlorida.com](http://www.MyFlorida.com)