

DECLARATION OF CONDOMINIUM

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OF

HILLCREST COUNTRY CLUB APARTMENTS NO. 11, A CONDOMINIUM

HILLCREST COUNTRY CLUB APARTMENTS, INC., NO. 11, a Florida corporation not-for-profit (hereinafter called the "Declarant"), does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Declarant owns the fee title to that certain land located in Broward County, Florida, which is more particularly described in Exhibit "1" hereto (hereinafter called the "Land").

1.2 Submission Statement. The Declarant hereby submits the Land and all Improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as amended from time to time.

1.3 Name. The name by which this condominium is to be identified is HILLCREST COUNTRY CLUB APARTMENTS NO. 11, A CONDOMINIUM (hereinafter called the "Condominium").

2. Definitions. When used in this Declaration or in its exhibits (including any amendments thereto), the following terms shall have the meaning set forth in this Section, except in cases in which the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as amended from time to time.

2.2 "Articles" mean the Articles of Incorporation of the Association.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner, whether same is a Budgeted Assessment, as such term is hereinafter defined, or a Special Assessment, as such term is hereinafter defined.

2.4 "Association" or "Condominium Association" means Hillcrest Country Club No. 11 Condominium, Inc., a not for profit Florida corporation and the entity responsible for the operation of the Condominium.

2.5 "Budgeted Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a Unit Owner in accordance with the annual budget adopted by the Association.

2.6 "Building" means the structure or structures which are located in or on the Land (or on any of the property hereafter made part of the Condominium) and in which the Units are located, irrespective of the number of such structures.

2.7 "By-Laws" mean the By-Laws of the Association.

2.8 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units.

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- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
- (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.9 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues from the Common Elements, over the amount of Common Expenses.
- 2.10 "Condominium Parcel" means a Unit together with the undivided share of the Common Elements which is appurtenant to that Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.11 "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all Improvements on the Land, all easements and rights appurtenant thereto intended for use in connection with the Condominium, and all other property, real, personal and mixed, acquired by the Association.
- 2.12 "County" means the County of Broward, State of Florida.
- 2.13 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.14 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) which are located on the Condominium Property, including, but not limited to, the Building.
- 2.15 "Institutional First Mortgagee" means any of the following that holds a first mortgage on a Unit or Units: a bank, a savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension fund, an agency of the United States Government, a mortgage banker, a lender generally recognized as an institutional-type lender, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation.
- 2.16 "Limited Common Elements" mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements includes all Limited Common Elements unless the context prohibits or it is otherwise expressly provided.
- 2.17 "Special Assessment" means any assessment levied against a Unit Owner other than a Budgeted Assessment.
- 2.18 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.19 "Unit Owner", "Owner of a Unit" or "Owner" means the owner of a Condominium Parcel.

3. Description of Condominium.

3.1 Identification of Units. Constructed on the land is a Building containing 42 Units. Each Unit is identified by a numerical designation. The designation of each Unit is set forth on Exhibit "2" hereto. Exhibit "2" includes a survey of the Land, a graphic description of the Improvements located on or in the Land (including, but not limited to, the Building in which the Units are located) and a plot plan showing the Improvements. Exhibit "2" taken together with this Declaration, is sufficiently detailed to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances to it: (a) an undivided share in the Common Elements and Common Surplus; (b) the right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time; and (d) other appurtenances as may be provided in this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- (a) Upper and lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane(s) of the unfinished lower surface(s) of the structural ceiling including, in the case of any Unit in which the ceiling forms more than one plane, the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes; provided that in any two-story Unit in which the lower story extends beyond the upper story, the upper boundary shall include that portion of the ceiling of the lower story for which there is no corresponding ceiling on the upper story directly above such lower story ceiling.
- (ii) Lower Boundaries. The horizontal plane(s) of the unfinished upper surface(s) of the floor of the Unit including, in the case of any Unit in which the floor forms more than one horizontal plane, the plane(s) that join the horizontal planes; provided that in any two-story Unit in which the upper story extends beyond the lower story, the lower boundary shall include that portion of the floor of the upper story for which there is no corresponding floor on the bottom story directly below the floor of such upper story.
- (iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the upper floor, ceiling of the lower floor, stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections

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with each other and with the upper and lower boundaries.

- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the Unit's boundaries shall be extended so that the interior unfinished surfaces of such apertures (including all frameworks thereof) and the exterior surfaces of such apertures that are made of glass or other transparent material or screening (including all framing and casings therefor) are within the boundaries of the Unit.
- (d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth on Exhibits "2" hereto shall control in determining the boundaries of a Unit.

3.3 Limited Common Elements. The Limited Common Elements shall consist of the areas, spaces, structures and fixtures described in Subsections 3.3(a) and 3.3(b). Whenever these paragraphs refer to a Limited Common Element being appurtenant to a Unit, the intent is that the Limited Common Element is reserved for the exclusive use of the Owner of that Unit and the occupants of the Unit to the extent the occupants are entitled to use the Unit; provided, however, such use shall be subject to all of the restrictions thereon set forth in this Declaration and applicable rules and regulations pursuant to Section 16 hereof. Any transfer of a Unit shall operate to transfer the right of exclusive use of the Limited Common Elements appurtenant to that Unit, unless otherwise provided specifically to the contrary herein.

- (a) Balconies and Terraces. Any balcony (including any enclosed corridor or breezeway) or terrace (including any railing or parapet partially surrounding it, any screening or other enclosure enclosing it and any lighting or other fixture that is part of or contained within it) that adjoins a Unit which has direct and exclusive access to it shall be a Limited Common Element appurtenant to that Unit.
- (b) Spaces Created by Joining Units. If any part of a wall separating two Units is removed as permitted in Section 9.2, the space created by the removal shall be a Limited Common Element appurtenant to those Units.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

- (a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for drainage of the Condominium and for utility, cable TV and other services furnished the Condominium. No Unit Owner may do anything within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of drainage facilities or such utility, cable TV or other services or the use of these easements. The Board

of Directors of the Association or its designee shall have a right of access to each Unit to inspect the Unit, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice. Such notice shall be personally delivered to Owner or an occupant of the Unit, mailed to Owner, posted to the Unit or any other manner reasonably believed by the Association to provide notice to Owner of the intended entry to the Unit. Further, in order to facilitate the exercise of such right of access, each Unit Owner shall provide the Association with a key which will provide access to Owner's Unit, and Owner shall not at any time alter the lock to the Unit without simultaneously providing the Association with a new key which will provide access to the Unit.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across all sidewalks, accessways, streets (if any), hallways, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, if any. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(e) Additional Easements. The Association, on behalf of all Unit Owners (each of whom hereby appoints the Association, irrevocably as their attorney-in-fact for this purpose), shall have the right to grant access easements and electric, gas, phone, cable TV, drainage, irrigation, lawn and shrubbery

maintenance and other utility or service easements on, in or over any portion of the Condominium Property, and to relocate any such existing access or utility or service easements (subject to applicable restrictions) on, in or over any portion of the Condominium Property, in any such case as the Association deems necessary or desirable for the proper operation and maintenance of all or any portion of the Improvements, for the general health or welfare of the Unit Owners, for carrying out any provisions of this Declaration, or otherwise, provided that the easements thus granted or relocated will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes.

4. Restraint Upon Separation and Partition of Common Elements:

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights:

5.1 Percentage Ownership and Shares. The undivided fractional interest in the Common Elements and Common Surplus, and the share of the Common Expenses appurtenant to each Unit is set forth in Exhibit "3" hereto.

5.2 Membership and Voting Rights. Each Unit Owner shall be a member of the Association. Each Unit Owner shall, by virtue of owning a particular Unit, be entitled to one (1) vote regardless of the manner in which title or ownership is vested subject to and in accordance with the provisions and restrictions set forth in the By-Laws. As used herein and in the Articles and By-Laws, reference to a majority or some greater percentage of Unit Owners, Owners or members, or some similar reference to voting rights of Unit Owners, Owners or members, shall be understood to mean a majority or such greater percentage of the voting interests of the Association and not of the Unit Owners, Owners or members themselves, unless specifically herein or by law required otherwise.

6. Amendments. Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty (20) members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the secretary

at least twenty-four (24) hours prior to the meeting. Except as elsewhere may be provided, approval of an amendment must be by the affirmative vote of Unit Owners holding in excess of 75% percent of the voting interests of the Association.

6.2 Execution and Recording. Every amendment shall be evidenced by a certificate of the Association which includes recording data identifying the Declaration and is executed in the form required for the execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of the County.

6.3 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) of the Unit(s) so affected, and all record owners of mortgages or other liens thereon, join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted mortgagees of Units without the consent of those mortgagees in each instance. The provisions of this Section 6.3 may not be amended in any manner.

7. Maintenance and Repairs.

7.1 Units. All maintenance of any Unit, whether ordinary or extraordinary, including, without limitation, maintenance of screens, windows (both sides), the interior side of the entrance door and all other doors within or affording access to a Unit, that portion of the electrical system (including wiring), plumbing system (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor and/or wall coverings lying within the boundaries of the Unit, all interior surfaces and, in general, the entire interior of the Unit, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent expressly provided to the contrary in Section 7.3 or elsewhere herein, all maintenance, repairs and replacements in or to the Common Elements, all maintenance of the exterior side of doors to Units and all caulking required to keep windows weathertight shall be performed by the Association. Further, the Association may provide extermination services for the interior of all Units, not less frequently than once per month. The cost and expense of these matters shall be charged to all Unit Owners as a Common Expense, except to the extent it arises from or is necessitated by the negligence or misuse of specific Unit Owners in the opinion of the Board (in which case such cost and expense shall be paid solely by such Unit Owners) and except to the extent the proceeds of insurance are made available therefor.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units,

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are Limited Common Elements or are Common Elements other than Limited Common Elements:

(a) Balconies and Terraces. Each Unit Owner shall, at his sole cost and expense, maintain (a) the surface of the floor of any balcony or terrace that is appurtenant to his Unit as a Limited Common Element, (b) all other interior surfaces of such balcony or terrace, (c) the screening and shutters of such balcony or terrace, and (d) any wiring, electrical outlets, fixtures and light bulbs located on or in such balcony or terrace.

(b) Spaces Created by Joining Units. Any space or area described in Subsection 9.2 shall be maintained as though it were part of the Units abutting it.

7.4 Special Rules Regarding Repair and Replacement. The Association shall be responsible for repairing and replacing any portion of the structure the Unit Owner would normally be responsible for maintaining if and to the extent that repairing or replacing the portion the Association is responsible for maintaining naturally entails repairing or replacing the portion the Unit Owner would otherwise be responsible for maintaining.

7.5 Definition of Maintenance. When used in this Section 7, unless the context requires otherwise, the term "maintenance" and its correlatives shall be read to mean keeping the item to be maintained in a clean and orderly condition and painting, repairing and replacing it when reasonably necessary. Further, any "painting" by the Association of Common Elements shall be deemed ordinary maintenance thereof irrespective of colors utilized and not an alteration, material or otherwise, of the Common Elements.

8. Additions Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing the Association in excess of \$5,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by Unit Owners holding in excess of 66 2/3% of the voting interests of the Association represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$5,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

9. Additions, Alterations or Improvements.

9.1 (a) Generally. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or any Limited Common Element, without the prior written consent of the Board of Directors; and, without the prior written consent of the Board, no Unit Owner shall make any addition, alteration or improvement to his Unit that would or might (in the Board of Directors' judgment); (a) interfere with any other Unit Owner's use and enjoyment of his Condominium Parcel, (b) impair the Building's structural soundness, (c) affect the Common Elements, (d) change the Building's exterior

appearance or (e) violate any applicable law or ordinance. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request. Such proposed additions, alterations and improvements by the Unit Owners must be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, consistency, construction details, lien protection or otherwise. Once approved by the Board, such approval may not be revoked thereafter. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. If the Unit Owner fails to construct the addition, alteration or improvement in the manner approved, the Unit Owner shall be obligated to make all corrections necessary and, if such Unit Owner fails to do so, the Association, upon notice to the Unit Owner, may make such corrections and impose on such Unit Owner a Special Assessment in the amount of the cost of such correction and a reasonable administrative charge therefor. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board. The Board may impose administrative charges for considering any such proposal.

Anything to the contrary herein notwithstanding, changes to the interior of Units not visible from the exterior thereof may be made by any Owner, provided such changes would not fall within the prohibitions set forth above, and provided further that a full set of plans and specifications and a certification from a licensed structural engineer stating that such changes would not be prohibited by the foregoing limitations are first delivered to the Board.

- 9.2 Combining Units. A Unit Owner who owns two Units separated by a common party wall may, at his own expense, combine the two Units to form one dwelling by removing all or a part of that wall, as if such combination were a change to be effected pursuant to Section 9.1. Anything to the contrary herein notwithstanding, the Board of Directors' approval shall not be required unless the proposed alteration would be in any material way (a) interfere with any other Unit Owner's use and enjoyment of his Condominium Parcel, (b) impair the Building's structural soundness, (c) impair utility services to any unit, (d) change the Building's exterior appearance, or (e) violate any applicable law or ordinance. A Unit Owner who thus combines two or more Units may at any time restore the original party wall in its original location and shall be required to do so before conveying one of the Units without the other or before conveying the Units to different parties. No amendment to this Declaration shall be required for any such changes.

10. Operation of the Condominium by the Association; Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles and By-Laws (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein deemed necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.
- (c) The duty to maintain accounting records according to accounting practices normally used by similar associations, which records shall be open to inspection by Unit Owners and their authorized representatives at reasonable times.
- (d) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the voting interests of the Association represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or voting interests of the Association as may be specified in the By-Laws with respect to certain borrowing.
- (f) Subsequent to the recording of this Declaration, the Association, when authorized by 66 2/3% of the voting interests of the Association represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities intended to provide for the use or benefit of the Unit Owners. The expenses of ownership (including

the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

- (g) The power to adopt and amend rules and regulations covering the details of the operation and use of the Units and all other Condominium Property.
- (h) The power to employ personnel (part-time or full-time).
- (i) All of the powers which a corporation not for profit in the State of Florida may exercise.

10.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage caused by any latent condition of the Condominium Property other than for the cost of maintenance and repair.

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

10.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration or by law.

10.4 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or By-Laws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or under the Articles or By-Laws, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of its refusal, except as provided herein to the contrary.

11. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves (as required by the Act) for the operation, maintenance, repair and replacement of the Common Elements, costs of

carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations of the Association. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

12. Collection of Assessments.

12.1 Liability for Assessments. Regardless of how he acquired title to his Unit, every Unit Owner (including a purchaser at a judicial sale) shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

12.2 Default in Payment of Assessments for Common Expenses. In the event that any assessment (or installment thereof) is not paid within five (5) days of the due date, the Association may elect to charge a late fee not to exceed \$25.00 or such other maximum amount as may be allowed by law. This fee is deemed to be a reasonable estimate of additional administrative charges incurred by the Association in processing a delinquent account. Any payment received by the Association shall be applied first to any administrative late fee accrued, then to any costs and reasonable attorneys fees incurred in collection, and then to the delinquent assessment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel (including interest thereon) and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after the time a claim of lien is recorded in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the amount due and the due date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law and shall secure all unpaid Assessments, interest, costs and attorney's fees due as of the effective date thereof and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure thereon. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

12.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, and other sums permitted hereunder are paid before the

entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner or as otherwise provided by the Act. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection shall be satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

12.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the rent.

12.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee shall obtain title to a Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

12.6 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Unit.

13. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

13.1 Purchase, Custody and Payment.

(a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be issued by an insurance company which is authorized to do business in Florida and which, in the case of hazard insurance, has either a financial rating in Best's Financial Insurance Reports of Class VI or better or a financial rating therein of Class V and a general policyholder's rating of at least "A". In the event such ratings are changed or discontinued, the Board of Directors of the Association shall adopt such new requirements as will most closely provide the quality of coverage afforded under the foregoing requirements. Such policies may cover property in addition to the Condominium Property.

(b) Named Insured. A named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without

naming them. The Unit Owners and their mortgagees shall be additional insureds.

- (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
- (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.
- (e) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

13.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. The Building (excluding all fixtures, furniture, furnishings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
- (i) Loss or Damage by Fire and Other hazards covered by a standard extended coverage endorsement; and
- (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$300,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover

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liabilities of the Unit Owners as a group to any Unit Owner, and vice versa if such is reasonably available.

- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance, if the Association so elects.
- (e) Fidelity Insurance covering all directors, officers and employees of the Association and managing agents who handle Association funds, the aggregate coverage of which shall be in whatever amount (not to exceed one-hundred fifty percent (150%) of the Association's annual estimated operating expenses and reserves for the period covered) the Board of Directors considers appropriate.

(f) Such Other Insurance as the Board of Directors of the Association may determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) the clause that reserves to the insurer the right to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit Owners.

13.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be placed pursuant to this Section.

13.4 Premiums. Premiums (or allocable shares thereof) upon insurance policies purchased by this Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more units or their appurtenances or of the Common Elements by a particular Unit Owner or Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

13.5 Insurance Trustee; Share of Proceeds. All insurance policies shall be, with respect to the Condominium Property, for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses with respect to the Condominium Property shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank, or trust company in Florida with trust powers, with its principal place of business

in the State of Florida. The Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee (if appointed) shall be to receive all such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (B) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insurance Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any, is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

13.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged

property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 13.5 above, and distributed pro rata first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

13.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

13.9 Benefit of Mortgagees. Those provisions in this Section 13 entitled "Insurance" which are for the benefit of mortgagees of Units may be enforced by such mortgagees.

13.10 Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails to or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee or incurred by the Association's Board of Directors if acting without an insurance trustee are Common Expenses.

14. Reconstruction or Repair After Fire or Other Casualty.

14.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty [unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners holding 80% or more of the voting interests of the Association elect not to proceed with repairs or restoration and such election is approved in writing by the Institutional First Mortgagees owning at least 70% of the first mortgages on Units], the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments under

procedures it adopts. If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners holding 80% of the voting interests of the Association duly and promptly resolve not to proceed with the repair or restoration thereof and such election is approved in writing by the Institutional First Mortgagees owning at least 70% of the first mortgages on Units, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such funds all mortgages and liens on his Unit in the order of priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the Improvements, as modified, if necessary, to reflect the Improvements as actually constructed; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property which is to be altered is the Building or the Optional Property, by the Unit Owners holding not less than 80% of the voting interests of the Association as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be materially altered.

14.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair and same shall be effected promptly and in accordance with guidelines established by the Board (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the

responsibility to reconstruct and repair the damaged Optional Property, provided that respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

14.4 Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property (whether or not insured by the Association), in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

14.6 Construction Funds. The funds for payment of the costs of reconstruction and repair, which shall consist of proceeds of insurance held by the Insurance Trustee (if appointed) and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) **Association.** If the total Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association are more than \$50,000.00, then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee (if appointed). In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) **Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) **Association - lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an

insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$50,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. Any such distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds thus distributed to Owners must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgages jointly as elsewhere herein contemplated.

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

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee (if appointed), or to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor to determine whether a disbursement

is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees or the amounts to be paid. The Insurance Trustee (if appointed) may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

14.7 Benefit of Mortgagees. Those provisions in this Section 14 which are for the benefit of mortgagees of Units may be enforced by any of them.

15. Condemnation.

15.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 15 specifically provided.

15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium.

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, 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 such mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), 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 made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the appraised value of such Unit immediately prior to the taking as determined by the applicable trier of fact or as agreed upon between the parties. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses

and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

- (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof (the "Percentage Balance"); and
- (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a

mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

15.7 Amendment to Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of a majority of all Directors of the Association.

16. Ownership, Occupancy and Use Restrictions. In order to promote the health, happiness and peace of mind of the majority of the Unit Owners, to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the ownership, occupancy and use of the Condominium Property shall be restricted in accordance with the following provisions:

16.1 Sale or Conveyance of Ownership.

(a) No sale, transfer or conveyance of a Unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Notice of the proposed sale, transfer or conveyance shall be made in the manner required under Section 17 hereof. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser and made a part of the recorded documents.

(b) Failure of the Association to act within thirty (30) days from receipt of such notice shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver an approval in recordable form; unless the Association shall have exercised its right of first refusal provided in Section 17 hereof.

(c) Every purchaser who acquires any interest in a Unit shall acquire the same subject to the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium Property, as same may be amended from time to time.

(d) The provisions of this Section 16.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee or to any one or more of the above, (b) the Association, (c) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or d) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 16.1.

(e) Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner

shall be bound by, and his Unit subject to the provisions of this Section 16.1 and, if the title to the Unit of such owner shall become vested in any person other than a person or persons designated in Paragraph "(d)" above, then within ninety (90) days of such person or persons' taking title to the Unit, he shall advise the Association in writing of his intention of residing in the Unit and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his ownership of the Unit is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval and evidence thereof shall be given on demand as provided above. If the Association does not approve the ownership of the Unit by said person or persons and so notifies them, said person or persons shall have a period of six (6) months from the date of such notification to dispose of the Unit in accordance with the provisions of this Declaration.

(f) Nothing in this Section 16.1 shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit Owner at the time of his death, nor the assessments attributable to the Unit becoming due after the owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

(g) Nothing herein shall prevent the sale and transfer of a Unit by the owner thereof in the manner otherwise provided in this Declaration.

(h) In addition to the requirements of this Section 16.1, the Association shall have the right with respect to any sale of a Unit to exercise its right of first refusal.

16.2 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise expressly provided in this Declarations. A Unit owned by an individual, trust or other fiduciary may only be occupied by the following persons and such persons' families (i) the individual Unit Owner, (ii) the fiduciary or beneficiary of such fiduciary, or (iii) permitted occupants under an approved lease of the Unit (as described below), as the case may be. A Unit subject to an approved lease may only be occupied by the following persons and such persons' families and guests: (i) an individual lessee, (ii) a fiduciary or beneficiary of a fiduciary lessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers, sisters and children and grandchildren. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed three (3) persons for a one (1) bedroom Unit and five (5) persons for a two (2) bedroom Unit. Occupancy by visiting guests shall be limited to a twenty-nine (29) day period unless the Unit Owner shall be present during such occupancy. After the twenty-nine (29) day continuous occupancy by such guest, the occupancy shall be deemed a lease and must comply with the provisions for leasing contained herein. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above in order to meet special situations and to avoid undue hardships or practical difficulties.

16.3 Children. Inasmuch as Hillcrest Country Club Apartments No. ___ is designed and intended as a community of

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older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under sixteen (16) years of age; except that children below the age of sixteen (16) may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in any calendar period. No permanent occupancy of any unit shall be permitted by an individual between the ages of sixteen (16) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of sixteen (16) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and regulations of the Association as may be promulgated by the Board.

- 16.4 Pets. No animal with the exception of small fish or a small bird, may be kept in the Unit or any other part of the Condominium Property. Any Unit Owner currently maintaining a pet in violation of this provision shall be permitted to keep such pet until its demise. Any Unit Owner not currently owning a pet shall not be permitted to acquire one. All pets kept pursuant to this section must be registered with the Board of Directors.
- 16.5 Alterations. Without limiting the generality of Section 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Limited Common Elements or Common Elements (including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery or air conditioning units or in any manner changing the appearance of any portion of the Building) without obtaining the prior written consent of the Association in the manner specified in Section 9.1 hereof.
- 16.6 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.7 Nuisances. No nuisances as defined by the Association shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.
- 16.8 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover,

relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

- 16.9 Leases. No Unit or portion thereof may be rented and no Unit may be subleased; except, however, the Board of Directors may in order to meet special situations and to avoid undue hardship or practical difficulties grant its approval to a lease meeting the requirements hereinafter set forth. Any lease authorized hereby shall be for a term of not more than six (6) months, and shall be on a form approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefor. All leases shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. No tenant may entertain an overnight guest.
- 16.10 Exterior Improvements; Landscaping. Without limiting the generality of Section 9.1 or 16.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his unit, without the prior written consent of the Association.
- 16.11 Guest Parking. Those parking spaces, if any, designated as guest parking spaces and/or handicap parking spaces are restricted in use to the guests of Unit Owners only and not Unit Owners (Unit Owners being limited to use of those parking spaces assigned to their Unit as provided herein).
- 16.12 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.
- 16.13 Rules and Regulations. The Board of Directors may adopt and promulgate Rules and Regulations concerning the use and occupancy of the Units and the Condominium Property and otherwise involving or concerning the Condominium, all of which Rules will be enforceable against and binding upon all Unit Owners and occupants. Initial Rules and Regulations of the Condominium have been adopted and are attached as Schedule "A" to the By-Laws, and may be amended from time to time by the

Board of Directors of the Association in accordance with the By-Laws.

- 16.14 Approval Fee. In connection with the application for approval of the Condominium Association as to any sale, transfer, conveyance, lease or mortgage of a Unit, the Association shall be entitled to charge a fee up to the maximum amount permitted under the Act.
- 16.15 Parking. Each Unit Owner who provides evidence of ownership of an automobile to the Board of Directors shall be entitled to the exclusive use of one parking space. Unit Owners must use their assigned space only. Spaces must be used for private automobiles only and no other type of vehicle is permitted. The Board of Directors in its sole discretion may assign and reassign parking spaces and is empowered to tow vehicles improperly parked.
- 16.16 Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.
17. Selling and Mortgaging of Units. No Unit Owner may sell or mortgage his Unit except by complying with the following provisions:
- 17.1 Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase his Unit (such offer to purchase a Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept shall give notice by certified mail, return receipt requested, or by hand delivery (if receipted by an officer of the Association) to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require and shall include a copy of the document containing the Outside Offer. Approval shall not be given unless the transfer fee has been paid. The giving of such notice to the Board of Directors shall constitute an offer by such Unit Owner to sell his Unit to the Association or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee

may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty (30) day period, by certified mail, to purchase such Unit upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

In the event the Association shall timely elect to purchase such Unit, or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Association, in accordance with the terms of the Outside Offer, within the later of (i) forty-five (45) days after the giving of notice by the Association of its election to accept such offer or (ii) the closing date specified in the Outside Offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Association may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be.

In the event the Association or its designee shall fail to accept such offer, within thirty (30) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer within sixty (60) days after the expiration of said thirty (30) day period in which the Association might have accepted such offer. In the event the Offeree Unit Owner shall not, within such sixty (60) day period, accept, in writing, the Outside Offer or if the Offeree Unit Owner shall accept the Outside Offer within such sixty (60) day period but such sale shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such Unit, the Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this Section 17.1.

Any deed to an Outside Offeror shall provide (or shall be deemed to provide) that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

Any purposed sale of a Unit in violation of this Section 17.1 shall be voidable at any time, at the election of the Association, and if the Board of Directors shall so elect, the Unit's Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to avoid the conveyance, in the name of the offending Unit Owner. The offending Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

17.2 Consent of Unit Owners to Purchase of Units by the Association. The Association shall not exercise any option hereinabove set forth to purchase any Unit without the prior approval of 66 2/3% of the Board of Directors of the Association.

17.3 Release by the Association of the Right of First Refusal. The right of first refusal contained in Section 17.1 may be released or waived by the Association only in

the manner provided in Section 17.5. In the event the Association shall release or waive its right of first refusal as to any Unit, such Unit may be sold or conveyed free of the provisions of said Section 17.1.

17.4 Certificate of Termination of Right of First Refusal.

A certificate in recordable form signed by an executive officer of the Association stating that the provisions of Section 17.1 have been satisfied by a Unit Owner, or stating that the right of first refusal contained therein has been duly released or waived by the Association and that, as a result thereof, the rights of the Association thereunder have terminated (as to that sale only), shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such Section have, in fact, terminated or been waived.

17.5 Financing of Purchase of Units by the Association.

The purchase of any Unit by the Association shall be made on behalf of all Unit Owners if approved in the manner set forth in Section 17.2 hereof. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Unit Owner (other than the Offeree Unit Owner), in proportion to his share of the Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

17.6 Exceptions.

The provisions of Section 17.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult child, parents, parents-in-law, adult siblings or a trustee where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee or to any one or more of the above, (B) the Association, (c) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (d) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 17.

17.7 Mortgage of Units.

A Unit Owner may not mortgage his unit, nor any interest therein, without the prior approval of the Association, except as to an Institutional First Mortgagee. All mortgages other than first mortgages shall be subordinate to lien rights of the Association for assessments. The approval of the Association hereunder may be upon such conditions as may be deemed reasonable by the Board of Directors of the Association. Such approval, if granted, shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the Unit Owner and made a part of the recorded documents. If a Unit Owner sells his Unit and takes back a purchase money mortgage, the approval of the Association shall not be required. Failure of the Association to act within thirty (30) days from receipt of the request for such approval, shall be deemed to constitute approval, in which event the

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Association must on demand prepare and deliver approval in recordable form.

18. **Compliance and Default.** Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees or invitees, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association in respect of such negligence.

18.2 **Compliance.** In the event a Unit Owner or occupant of a Unit fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such Assessment and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

18.3 **Fines.** In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or the owner's guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as allowed by law.

The Board of Directors shall appoint the Manager or a Covenant Enforcement Committee who or which shall be charged with determining where there is probable cause that any of the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-Laws or the Rules and Regulations of the Association, are being or have been violated. In the event that the Covenants Enforcement Committee or the Manager determine an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice of not less than fourteen (14) days to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, or the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The owner shall be afforded at least fourteen (14) days notice prior to the scheduling of any hearing. The notice shall also specify, and it

is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed fifty (\$50.00) dollars (or such other maximum amount as may be allowed by law from time to time) for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. The right to terminate further enforcement shall apply only to the first violation.

(1) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges, including any witnesses that the alleged violator, the unit owner, or the Association may produce. Any party at the hearing may be represented by counsel.

(2) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence it may levy a fine for each violation in the amount provided herein.

(3) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or no the violator is an owner of the unit, and shall be collectible in the same manner as allowed by law. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit, payment in the amount of any fine or fines levied against that unit.

(4) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents, including but not limited to legal action for damages or injunctive relief.

18.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

19. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners holding at least 80% of the voting interests of the Association and is approved in writing by the Institutional Mortgagees holding at least 70% of the mortgages on Units. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for petition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to

their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

20. Additional Rights of Institutional First Mortgagees. In addition to all their other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association, to:

20.1 inspect the Association's books and records during normal business hours;

20.2 receive an unaudited financial statement of the Association within ninety (90) days after each of its fiscal years closes;

20.3 receive from the Association written notice of any meeting of the Association's membership and to attend any such meeting;

20.4 receive from the Association written notice of any default under this Declaration or the By-Laws by an Owner of a Unit encumbered by a mortgage to the Institutional First Mortgagee, if the default remains uncured for more than thirty (30) days;

20.5 receive timely written notice of casualty damage to or condemnation of any part of the Common Elements or any Unit on which it has a first mortgage or of any proposed termination of the Condominium;

20.6 obtain an endorsement to each insurance policy covering the Condominium Property that requires that the Institutional First Mortgagee be given any notice of cancellation provided for in the policy; and

21. Covenants Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Condominium Property and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of and subsequent owner(s) of the Condominium Property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws, and applicable rules and regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification by such Unit Owner, tenant or occupant of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, (and, with respect to non-Unit Owners, the non-assessment related provisions hereof and thereof), as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein and therein.

22. Additional Provisions.

22.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other addresses, as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

22.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

22.3 Mortgagees. The Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

22.4 Exhibits. There are hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

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

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

22.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining

portions thereof which shall remain in full force and effect.

22.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

22.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

22.10 Conflicts. In the event of a conflict, the Declaration shall take precedence over the Articles of Incorporation, By-Laws, and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

22.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed according to law on this 1st day of MARCH, 1993.

Signed, Sealed and Delivered in the presence of:

Lynn Simpson Woods
Lynn Simpson Woods - Witness
Cristina Stewart
Cristina Stewart - Witness

HILLCREST COUNTRY CLUB APARTMENTS, INC., NO. 11, a Florida corporation

By: Mariette Zambarano
Mariette Zambarano, President
(Corporate Seal)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1st day of MARCH, 1993, by Mariette Zambarano, President of Hillcrest Country Club Apartments, Inc., No. 11, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a Florida driver's license as identification and did take an oath.

Cristina Stewart
Cristina Stewart - Notary Public

My commission expires:

This instrument was prepared by:
Lynn Simpson Woods, Esquire
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312



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JOINDER

HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC., a not-for-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 1st day of MARCH, 1993.

Signed, sealed and delivered in the presence of:

HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC., a Florida not-for-profit corporation

[Signature]
[Signature]

By Mariette Zambarano
Mariette Zambarano,
President
(Corporate Seal)

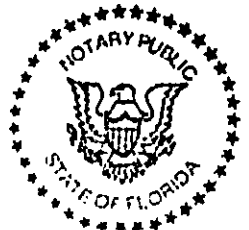
STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me personally appeared Mariette Zambarano, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC., a Florida not-for-profit corporation, and acknowledged to and before me that he executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation. She is personally known to me or has produced a Florida driver's license as identification and did (did not) take an oath.

WITNESS my hand and official seal, this 1st day of MARCH, 1993.

[Signature]
Notary Public, State of Florida
at Large

My Commission Expires:



"OFFICIAL NOTARY SEAL"
CHRISTINA STEWART
MY COMM. EXP. 10-1-94

BK20471PG0823

EXHIBIT "1"

HILLCREST COUNTRY CLUB
APARTMENTS NO. II,
A CONDOMINIUM

THIS IS NOT AN
DESCRIPTION

That part of Lots 1, 2 and 3, Block 3, "HILLWOOD SECTION ONE", as recorded in Plat Book 60, page 29, Public Records of Broward County, Florida and being more particularly described as follows:

Commencing at the N.W. corner of said Lot No. 2; thence run S.89°25'56"E. along the North line of said Lot No. 2, 94.00 feet to the Point of Beginning; thence continue S.89°25'56"E. 60.00 feet; thence S.0°34'04"W. 120.00 feet; thence S.89°25'56"E. 57.00 feet; thence S.0°34'04"W. 42.00 feet; thence S.89°25'56"E. 44.00 feet; thence S.0°34'04"W. 138.00 feet to the South line of said Block 3; thence N.89°25'56"W. along said South line of Block 3, for a distance of 295.00 feet; thence N.0°34'04"E. 138.00 feet; thence S.89°25'56"E. 44.00 feet; thence N.0°34'04"E. 42.00 feet; thence S.89°25'56"E. 90.00 feet; thence N.0°34'04"E. 120.00 feet to the Point of Beginning; Said lands situate, lying and being in Broward County, Florida.

EXHIBIT "2"

CERTIFICATE OF SURVEYOR
FOR
HILLCREST COUNTRY CLUB
APARTMENTS NO. 11
A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

THIS IS NOT AN

OFFICIAL COPY

Before me, the undersigned authority duly authorized to administer and take acknowledgements, personally appeared STEPHEN H. GIBBS, by me well known and known to me to be the person hereinafter described, who, being by me first duly cautioned and sworn, deposed and says on oath as follows, to wit:

1. That he is a duly registered and duly licensed land surveyor authorized to practice under the laws of the State of Florida.
2. Affiant hereby certifies that the construction of the improvements is substantially complete so that the material, i.e. this Exhibit 2, together with the provisions of the Declaration of Condominium describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.
3. That all planned improvements, including, but not limited to, landscaping, utility services and access to the Unit, and common element facilities serving the building in which the units are located have been substantially complete.
4. That the elevations shown on each floor plan are based on National Geodetic Vertical Datum of 1929 adjustments.

FURTHER AFFIANT SAITH NAUGHT

Stephen H. Gibbs

STEPHEN H. GIBBS
Registered Land Surveyor No. 4054
State of Florida

Sworn to and subscribed before me
this 15 day of March, 1993.

Jeanine McQuinn

Notary Public - State of Florida
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 4, 1995
BONDED THRU GENERAL INS. UND.

#OC 088454

BK20471PG0825

HILLCREST COUNTRY CLUB
APARTMENTS NO. 11,
A CONDOMINIUM

DESCRIPTION

That part of Lots 1, 2 and 3, Block 3, "HILLWOOD SECTION ONE", as recorded in Plat Book 60, page 29, Public Records of Broward County, Florida and being more particularly described as follows:

Commencing at the N.W. corner of said Lot No. 2; thence run S. 89°25'56"E. along the North line of said Lot No. 2, 94.00 feet to the Point of Beginning; thence continue S. 89°25'56"E. 60.00 feet; thence S. 0°34'04"W. 120.00 feet; thence S. 89°25'56"E. 57.00 feet; thence S. 0°34'04"W. 42.00 feet; thence S. 89°25'56"E. 44.00 feet; thence S. 0°34'04"W. 138.00 feet to the South line of said Block 3; thence N. 89°25'56"W. along said South line of Block 3, for a distance of 295.00 feet; thence N. 0°34'04"E. 138.00 feet; thence S. 89°25'56"E. 44.00 feet; thence N. 0°34'04"E. 42.00 feet; thence S. 89°25'56"E. 90.00 feet; thence N. 0°34'04"E. 120.00 feet to the Point of Beginning; Said lands situate, lying and being in Broward County, Florida.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

I, STEPHEN H. GIBBS, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no visible above ground encroachments except as shown. I further certify that the survey represented hereon meets the minimum technical standards of the Florida Board of Land Surveyors pursuant to section 472.027, Florida Statutes, to the best of my knowledge and belief.

Dated at Hollywood, Broward County,
Florida, this 12th day of JAN A.D. 1993.

(CHAPTER 21 HH-6)

Stephen H. Gibbs
STEPHEN H. GIBBS
Registered Land Surveyor No. 4084
State of Florida

BK20471PG0826

HILLCREST COUNTRY CLUB
APARTMENTS NO. 11,
A CONDOMINIUM

S. 48TH AVE.

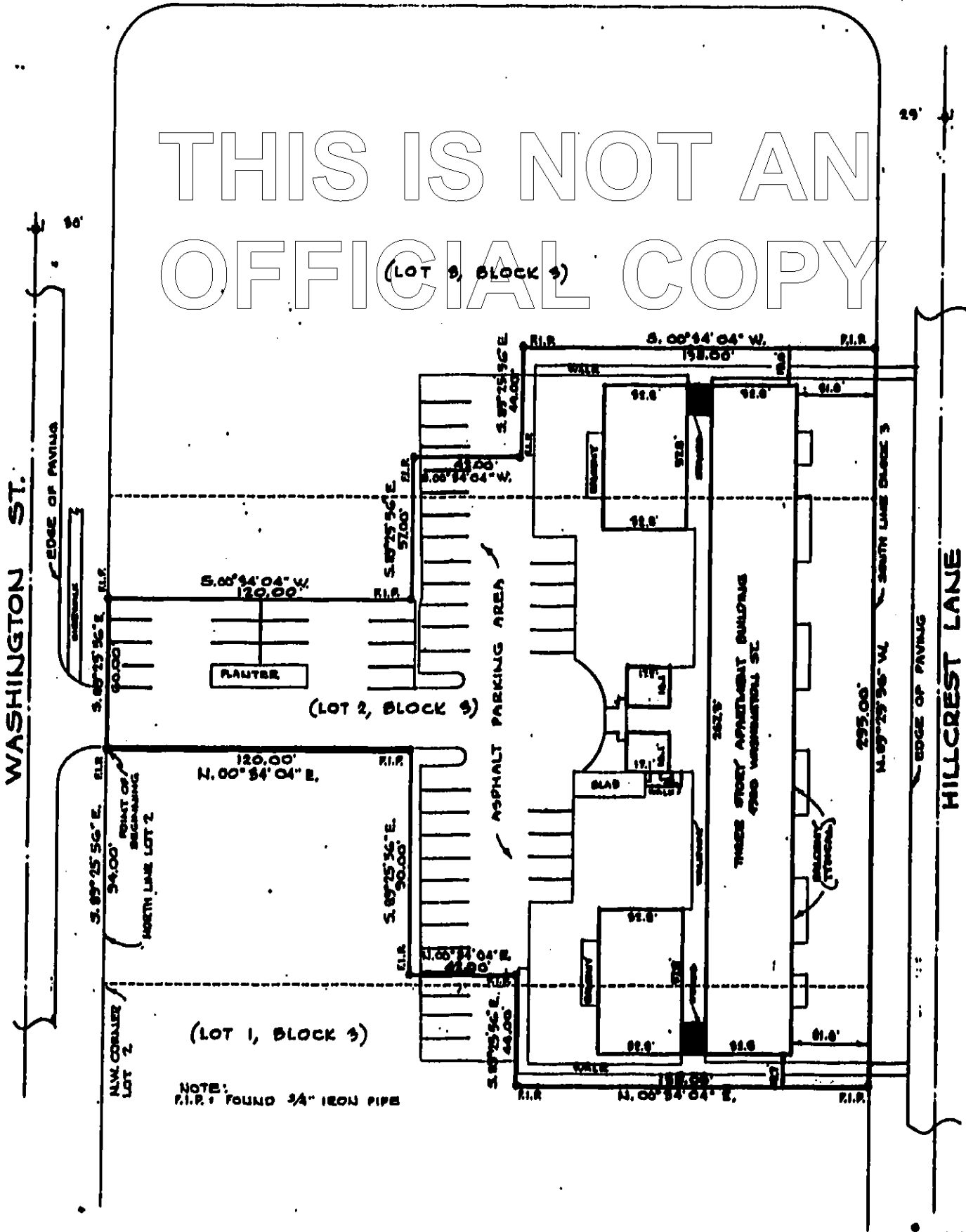


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(LOT 3, BLOCK 3)

WASHINGTON ST.

HILLCREST LANE

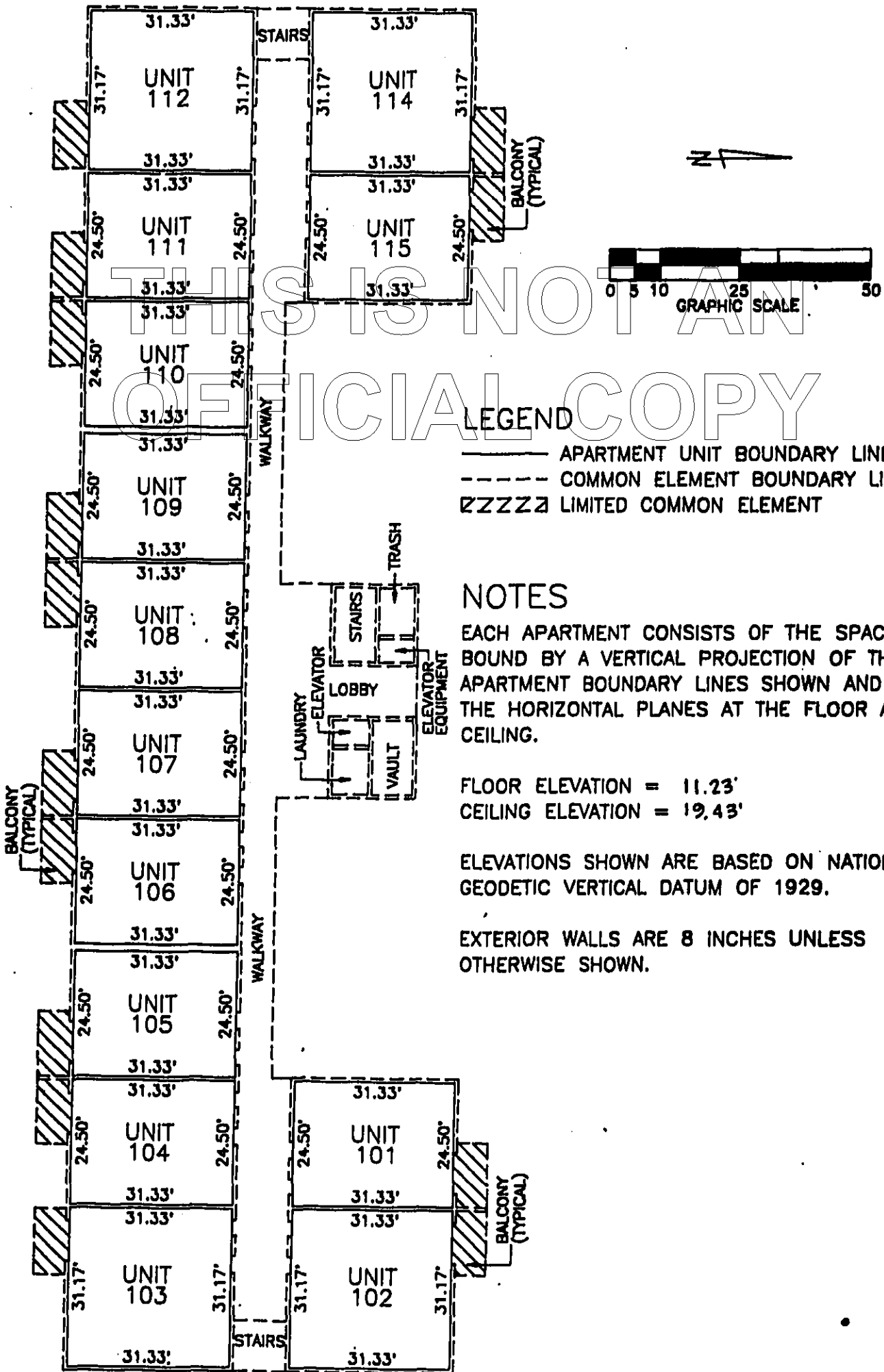


NOTE:
F.I.P. FOUND 24" IRON PIPE

BK 20471 PG 0827

956-0-6

HILLCREST COUNTRY CLUB
APARTMENTS NO. II,
A CONDOMINIUM



LEGEND

- APARTMENT UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- ZZZZ LIMITED COMMON ELEMENT

NOTES

EACH APARTMENT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING.

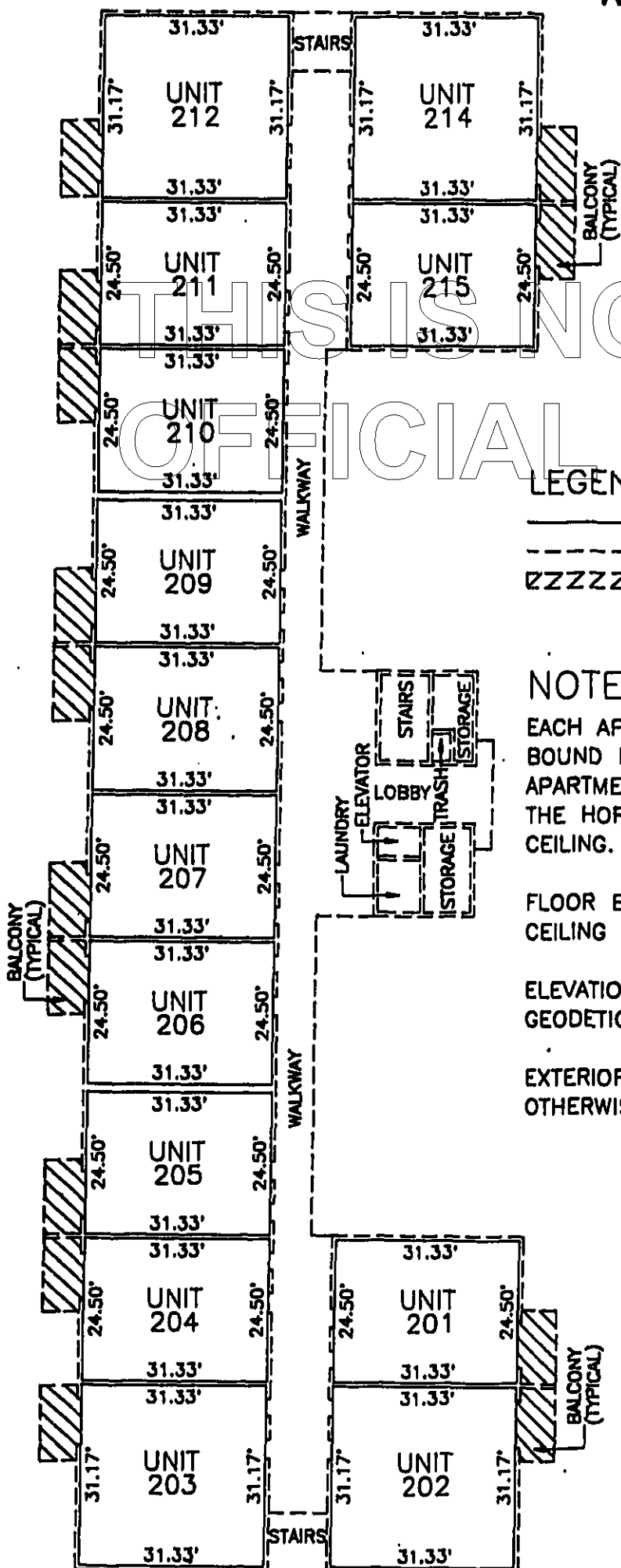
FLOOR ELEVATION = 11.23'
CEILING ELEVATION = 19.43'

ELEVATIONS SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.

EXTERIOR WALLS ARE 8 INCHES UNLESS OTHERWISE SHOWN.

BK20471P60828

HILLCREST COUNTRY CLUB
APARTMENTS NO. II,
A CONDOMINIUM



LEGEND

- APARTMENT UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE
- ZZZZZ LIMITED COMMON ELEMENT

NOTES

EACH APARTMENT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING.

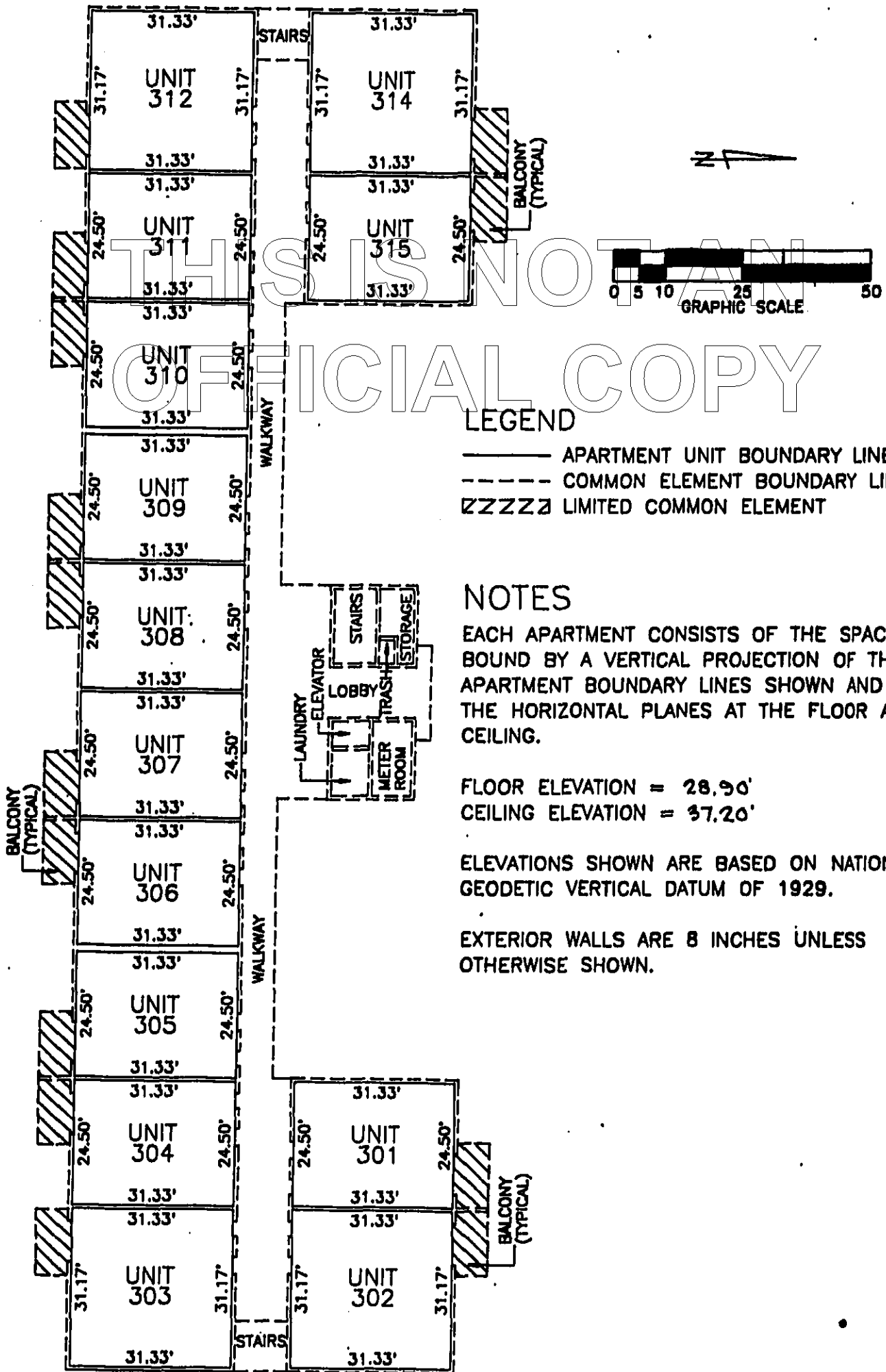
FLOOR ELEVATION = 26.05'
CEILING ELEVATION = 28.30'

ELEVATIONS SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.

EXTERIOR WALLS ARE 8 INCHES UNLESS OTHERWISE SHOWN.

BK20471PG0829

HILLCREST COUNTRY CLUB
APARTMENTS NO. II,
A CONDOMINIUM



LEGEND

- APARTMENT UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ZZZZ LIMITED COMMON ELEMENT

NOTES

EACH APARTMENT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE APARTMENT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING.

FLOOR ELEVATION = 28.90'
CEILING ELEVATION = 37.20'

ELEVATIONS SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.

EXTERIOR WALLS ARE 8 INCHES UNLESS OTHERWISE SHOWN.

EXHIBIT "3"

PERCENTAGE OF UNIT OWNERS
SHARE OF COMMON EXPENSES

<u>UNIT #</u>	<u>SHARE OF COMMON EXPENSES AND COMMON SURPLUS</u>
101	2.2
102	2.81
103	2.81
104	2.21
105	2.21
106	2.21
107	2.21
108	2.21
109	2.21
110	2.21
111	2.21
112	2.81
114	2.81
115	2.2
201	2.21
202	2.81
203	2.81
204	2.21
205	2.21
206	2.21
207	2.21
208	2.21
209	2.21
210	2.21
211	2.21
212	2.21
214	2.81
215	2.81
301	2.21
302	2.21
303	2.81
304	2.81
305	2.21
306	2.21
307	2.21
308	2.21
309	2.21
310	2.21
311	2.21
312	2.21
314	2.81
315	2.81
	2.21
TOTAL NUMBER OF UNITS - 42	100%

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OFFICIAL COPY

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EXHIBIT "4"

State of Florida



Department of State

THIS IS NOT AN

I certify the attached is a true and correct copy of the Articles of Incorporation of HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC., a Florida corporation, filed on March 1, 1993, as shown by the records of this office.

The document number of this corporation is N93000001034.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of March, 1993



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

BK20471P60832

ARTICLES OF INCORPORATION FOR
HILLCREST COUNTRY CLUB NO. 11
CONDOMINIUM, INC.

FILED
1993 MAR -1 PM 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscribers by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopted the following Articles of Incorporation:

ARTICLE 1

NAME AND ADDRESS

The name of the corporation shall be HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws". The corporation's principal office and mailing address is 4900 Washington Street, Hollywood, Florida 33021.

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") as it exists on the date hereof for the operation of that certain condominium located in Broward County, Florida, and known as HILLCREST COUNTRY CLUB APARTMENTS NO. 11, A CONDOMINIUM (the "Condominium").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium (the "Declaration") creating the Condominium and to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.
- 4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent such limitations are not inconsistent with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of the Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.
- (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 Condominium Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE 5

MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their

successors and assigns.

- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, each Unit shall be entitled to one vote, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. No fractional votes shall be permitted.
- 5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6
TERM OF EXISTENCE

ARTICLE 7
SUBSCRIBERS

The Association shall have perpetual existence.

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

Mariette Zambarano	4900 Washington Street Hollywood, FL 33021
Fay Aarons	4900 Washington Street Hollywood, FL 33021

ARTICLE 8

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u>	Mariette Zambarano 4900 Washington Street Hollywood, Florida 33021
<u>Vice President:</u>	William Winters 4900 Washington Street Hollywood, Florida 33021
<u>Secretary:</u>	Fay Aarons 4900 Washington Street Hollywood, Florida 33021
<u>Treasurer:</u>	Rose Sherwood 4900 Washington Street Hollywood, Florida 33021

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ARTICLE 9

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>EXPIRATION OF TERM</u>
Mariette Zambarano	4900 Washington St. Hollywood, FL 33021	12/93
William Winters	4900 Washington St. Hollywood, FL 33021	12/93
Fay Aarons	4900 Washington St. Hollywood, FL 33021	12/93
Rose Sherwood	4900 Washington St. Hollywood, FL 33021	12/93
Stanley Antosh	4900 Washington St. Hollywood, FL 33021	12/93
Guy Leclerc	4900 Washington St. Hollywood, FL 33021	12/93
George Manos	4900 Washington St. Hollywood, FL 33021	12/93
Mary Stahl	4900 Washington St. Hollywood, FL 33021	12/93

ARTICLE 10

INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys, fees and appellate attorneys, fees), judgments, fines and amounts paid in settlement actually and reasonably

incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

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

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12

AMENDMENTS

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

12.1 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.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by members holding not less than ten (10%) percent of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be by members holding in excess of 66-2/3% of the voting interests of the Association represented at a meeting at which a quorum has been obtained.

12.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws. No amendment to this Section 12.3 shall be effective.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida.

ARTICLE 13

INITIAL REGISTERED OFFICE; ADDRESS
AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 3111 Stirling Road, Fort Lauderdale, Florida 33312, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Becker & Poliakoff, P.A.

IN WITNESS WHEREOF, the subscribers have affixed their signatures the days and years set forth below.

Mariette Zambarano
Mariette Zambarano

Fay Aarons
Fay Aarons

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

25th The foregoing instrument was acknowledged before me this day of FEBRUARY, 1993 by Mariette Zambarano.

Cristina Stewart
NOTARY PUBLIC

My Commission Expires:



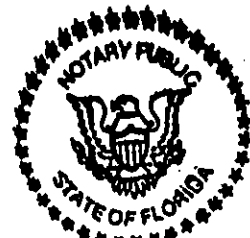
OFFICIAL NOTARY SEAL
CRISTINA STEWART
MY COMM. EXP. 10-1-94

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

25th The foregoing instrument was acknowledged before me this day of FEBRUARY, 1993 by Fay Aarons.

Cristina Stewart
NOTARY PUBLIC

My Commission Expires:



OFFICIAL NOTARY SEAL
CRISTINA STEWART
MY COMM. EXP. 10-1-94

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BK20471PG0839

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is
submitted:

First -- that desiring to organize under the laws of the
State of Florida, the corporation named in the said articles has
named Becker & Poliakoff, P.A., located at 3111 Stirling Road,
Fort Lauderdale, Florida 33312, as its statutory registered agent.

Having been named the statutory agent of said corporation at
the place designated in this certificate, the undersigned hereby
accepts the same and agrees to act in this capacity, and agrees
to comply with the provisions of Florida law relative to keeping
the registered office open.

BECKER & POLLAKOFF, P.A.

By: 

REGISTERED AGENT

Gary A. Poliakoff, President

DATED this 25th day of February,
1993.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1993 MAR - 1 PM 3:10

FILED

BK20471PG0840

EXHIBIT "5"

BY-LAWS OF

**HILLCREST COUNTRY CLUB NO. 11
CONDOMINIUM, INC.**

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

1. **Identity.** These are the By-Laws of HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Broward County, Florida, and known as HILLCREST COUNTRY CLUB APARTMENTS NO. 11, A CONDOMINIUM (the "Condominium").

1.1 **Principal Office.** The principal office of the Association shall be at 4900 Washington Street, Hollywood, Florida 33021, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

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

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

2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium (the "Declaration") creating the Condominium and to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

3. **Members.**

3.1 **Annual Meeting.** The annual members' meeting shall be held in the third week in the month of January (or such other date as may be fixed by the Board of Directors) at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board, the first annual meeting shall be held on the first Monday in the month of December in the year following the year in which the Declaration is recorded.

3.2 **Special Meetings.** Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from members of the Association holding a majority of the voting interests of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of members stating the time and place and the

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purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting and mailing of the notice shall be given by an affidavit of an officer and shall be retained in the Official Records of the Association.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative'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.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast not less than a majority of the voting interests of members of the Association. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board of Directors, provided that at least 20% of the total voting interests must cast ballots for such election.

3.5 Voting.

- (a) **Number of Votes.** In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned as determined in the manner set forth in the Articles and Declaration. The vote of a Unit shall not be divisible.
- (b) **Required Vote.** The acts approved by members holding not less than a majority of the voting interests of members of the Association who are present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners [or Owners]" and "majority of the members" shall mean members holding not less than a majority of the voting interests of such members and not a majority of such members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained, except as otherwise required by applicable law or specifically provided to the contrary in the Declaration, the Articles or these By-Laws. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the voting interests of members and not of such members themselves, except as otherwise required by applicable law or specifically provided to the contrary in the Declaration, the Articles or these By-Laws.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner, nor one of the joint owners. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur either one may cast the Unit vote.

3.6 Proxies. Votes may be cast in person, or by limited proxy. All proxies shall be limited proxies, may be made by any person entitled to vote, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof, or in the event of absentee balloting, the time specified in the ballot, which in no event shall be less than ten (10) days from the date of mailing or delivery of the ballot to the voters. Unit Owners may waive notice of specific meetings and may take action by written agreement without meetings, provided that the written agreement of any member is submitted to the Association on or before the date specified in the notice requesting said agreement. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no

event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Elections of directors shall be decided by a plurality of those ballots cast. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice of such adjourned meeting being required. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

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- (a) Call to order;
 - (b) Appointment of a chairman of the meeting (who need not be a member or a director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of inspectors of election;
 - (h) Determination of number of Directors;
 - (i) Election of Directors;
 - (j) Unfinished business;
 - (k) New business;
 - (l) Adjournment.

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

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such

members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization, notice thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of Directors consisting of no less than three (3) and no more than nine (9) directors which number shall be determined by the Board of Directors prior to notice of the Annual Meeting. The members of the first Board shall consist of those directors named in the Articles. Directors must be Unit Owners.

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

(a) Election of Directors shall be held at each annual members' meeting.

(b) Not less than sixty (60) days before a scheduled election (regular elections coincide with the annual meeting), the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery, including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. The Board shall hold a meeting within five (5) days after the deadline, at which meeting, any Unit Owner may nominate himself or may nominate another Unit Owner if he has permission in writing to nominate the other person. Not less than thirty (30) days before the election meeting, the Association shall mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon the request of a candidate, the Association shall include, with the mailing of the ballot, an information sheet no larger than 8 1/2 x 11 inches furnished by the candidate, with the cost of mailing and copying to be borne by the Association.

(c) The election shall be by written ballot (unless dispensed with by the appropriate constituency of members holding not less than a majority of the applicable voting interests of the Association represented at the meeting). Each member shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. The term of each Director shall be for one (1) year.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(b) Any Directors elected may be removed in the manner provided by law. The conveyance of all Units owned by a Director or by the unit owner of which

the Director is a designee shall constitute the written resignation of such Director.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the members at which his term expires and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third; (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of (or specific) Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting,

any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

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

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in Paragraph (g) and (p) of Section 5 below.

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

4.15 Attendance at Board Meetings. All meetings of the Board shall be open to all members and Institutional Mortgagees, and notice of such meetings shall be posted conspicuously on the Condominium Property of each Condominium operated by the Association at least 48 hours in advance of such meeting, except in the event of an emergency. The members shall be entitled to participate in any meeting of the Board in accordance with procedures established by the Board and with reference to all designated agenda items. In the event a member not serving as a director or invited by the directors to participate in a meeting conducts himself

in a manner detrimental to the carrying on of such meeting, then any director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a member, unless said person was specifically invited by the directors to participate in such meeting. A director may appear at a Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and members present as in an open meeting. Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments for Common Expenses from Unit Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property.
- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs

to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

- (m) Enforcing obligations of the Unit Owners, allocating income and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (n) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of members in good standing holding not less than two-thirds (2/3rds) of the voting interests represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect such Unit Owner's Unit.
- (p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection or Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) Exercising (i) all powers specifically set forth in the Declaration, the Articles, These By-Laws, and in the Florida Condominium Act, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (r) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law.
- (s) To continue membership and participation in the Presidents' Council of Hillcrest Country Club Apartments, Inc.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a

Treasurer and a Secretary (Secretary need not be a Director), all of whom shall be elected by, the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers must be Unit Owners.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

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

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or

officer or by the unit owner of which such Director or officer is a designee shall constitute the written resignation of such Director or officer.

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

9.1 Budget.

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

The Budget shall include the estimated funds required to defray the current expenses and may provide for funds for the foregoing reserves. The budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00, or any other amount required pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, and any other accounts for which reserves may be required pursuant to Section 718.112(2)(f)(2), Florida Statutes, as same may be amended or renumbered from time to time. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Board may adjust replacement reserve Assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The members may, by a vote of the majority of the members present at a duly called meeting of the Association, determine for a fiscal year to provide no reserves or reserves less adequate than required herein.

Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the

voting interests present at a duly called meeting of the particular Condominium to whose account the reserve belongs, or in the case of reserve accounts for items common to all Condominiums administered by the Association, by a vote of the majority of the voting interests present at a duly called meeting of the entire membership of the Association.

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

(i) Notice of Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

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(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of Owners holding not less than ten percent (10%) of the voting interests of the Association, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners holding not in excess of 50% of the voting interests of the Association.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations of any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property and all special Assessments against specific Unit Owner(s).

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the Purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, it shall become the budget for such year (subject to later amendment as contemplated herein).

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible, at least 10 days preceding the year for which the Assessments are made. Such assessments shall be due in equal monthly installments, payable in advance on the first day of each month of the year for which the

Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are months of the fiscal year left as of the date of such amended Assessment, each such monthly installment to be paid on the first day of the next ensuing month. If only a partial month remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution. In lieu of amending the budget and annual assessments, the Board of Directors may elect to adopt a special assessment in the amount of the deficiency in the manner provided herein.

9.3 Assessments for Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time.

9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Assessment.

9.5 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be co-mingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

9.6 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board of Directors or its agent may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

9.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but in

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a sum no less than required by law. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

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

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

9.10 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

9.11 Application of Payments and Commingling of Funds. All funds shall be maintained separately in the Association's name. In addition, reserve funds shall be maintained separately from operating funds in separate accounts in a financial institution as defined in Florida Statutes, Section 655.005. No manager or business entity required to be licensed or registered under Florida Statutes,

Section 468.432, and no agent, employee, officer, or director of a Condominium Association shall commingle any Association funds with his funds or with the funds of any other Condominium Association or community association as same is defined in Florida Statutes, Section 468.431.

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

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

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

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall comply with the provisions of Section 718.112(2)(d), Florida Statutes.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by members holding not less than ten (10%) percent of the voting interests of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by members holding in excess of 66-2/3% of the voting interests of the Association represented at a meeting at which a quorum has been attained.

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

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are rules and regulations concerning use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that Owners of not less than a majority of the voting interests of the Association represented at a meeting at which a quorum is present may overrule the Board with respect to any such

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modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof.

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

15. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of HILLCREST COUNTRY CLUB NO. 11 CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, on the 15th day of MARCH, 1993.

Approved:

Mariette Zambarano
Mariette Zambarano, President

Fay Adams
Fay Adams, Secretary

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SCHEDULE A

HILLCREST COUNTRY CLUB NO. 11
CONDOMINIUM, INC.

HOUSE RULES

PURPOSE

These guideline House Rules have been compiled and approved by your Board of Directors for the convenience of the Owners, house guests, visitors, employees, and independent contractors. It is the responsibility of each Owner to become thoroughly familiar with all of these rules and regulations. Strict observance will create and maintain an atmosphere of dignity and harmony and will thus avoid embarrassment for yourself, your neighbors, and your Board of Directors. Further, these Rules and Regulations may be changed from time to time by the Board of Directors without prior written notice being given to Owners as the Board may, in its absolute discretion, determine necessary and appropriate for the management and control of the building when a copy thereof has been furnished to the Owner, and the Owner shall obey all such rules and see that they are faithfully observed by the family, guests, employees, and subtenants of the Owner, it being understood that such rules shall apply to and be binding upon all the residents of the building whether Unit Owners or not.

I. GENERAL

1. Each owner is expected to maintain his unit in an appropriate state of preservation and cleanliness.
2. Individual Radio and TV aeriials or antennae are not permitted on the exterior walls or roofs of the building.
3. All attachments to the exterior walls and windows of the building require the approval of the Board of Directors.
4. No work may be started inside a unit involving structural changes or basic changes in electrical wiring or plumbing without permission of the Board of Directors.
5. Due to open-window living and the fact that walls are not soundproof, reasonable consideration for neighbors is expected.
6. Service personnel and other persons desiring entry must be admitted to a unit by the owner only, or by a person designated by the owner.
7. Each owner is required to leave a duplicate key to his unit in the office of the Association as required by State law for protection and preservation of the premises. This key may be used only for the purpose intended and is not to leave the hands of a Board member, when in use.
8. If an owner of an upper unit wishes to install any floor covering other than carpet, i.e., tile, parquet, etc., he must use insulation approved by the Board of Directors.
9. No grilling or cooking of any kind is permitted on balconies, terraces, walkways or lawn areas.
10. Bicycles, shopping carts, perambulators or similar vehicles are not permitted in elevators, on the upper floors of the building, on any catwalks, stairwells, in the storage room, laundry rooms or the pool area, except when in transit to the storage or unit balcony areas.

11. Signs, notices, ads, etc., may not be posted without board consent.

12. There is to be no interference with any plants, shrubs or trees growing on the premises.

13. No pets are allowed on the premises at any time.

14. Owners are not to sweep or throw, or permit anyone to sweep or throw, from units or patios, any dirt, dust, cigarettes, cigars, ashes, water, paper or other substances.

15. Any damage to the elevators, stairways or other parts of the building caused by the moving of articles to or from a unit is to be paid for by the owner of the property being moved.

16. The sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls must not be obstructed in any manner by the occupants or used for any purpose other than ingress and egress to and from the premises.

17. Parking areas are under control of Board of Directors.

II. OCCUPANCY.

1. The Board of Directors must be notified, in writing, or the anticipated visit of parents or children of the owner in the absence of the owner at least seven (7) days prior to the visit.

2. The owner is responsible for the behavior of his family, tenants, guests and of any of his employees, and for ascertaining that they are familiar with house rules and other regulations.

3. No unit is to be used for commercial transactions or business enterprises. No person to person soliciting without the express written approval of the Board.

4. Employees of resident owners are not permitted to have overnight guests in the unit of their employer at any time. Daytime employees are not eligible to use any of the facilities of the Association.

5. An owner contemplating a lengthy (3 days or more) absence from the unit should notify the Board of Directors in writing.

III. BUILDING RULES

1. Do not put boxes, or cartons, or old rugs into garbage chutes.

2. Clean up your accidental spills (soda, milk, etc.).

3. Only garbage in plastic bags in chutes.

4. Commercial wastes (old carpeting, tiles, refrigerators) should be removed by contractor.

5. Do not use elevators wearing a dripping bathing suit.

6. Your neighbors are entitled to a quiet environment. Tone down loud noises such as TV, radios in your unit, and conversations in public places, such as parking area, catwalks, and lobbies.

7. Proper attire should be worn in and around the building.

8. It is an obligation of the owner to provide access to the unit on the second Tuesday of each month to allow a licensed, professional, exterminator, employed by the building, to spray or

place vermin baits to do away with rodents' infestations, etc. If the owner cannot be available at that time, then said owner should make arrangements providing a caretaker, or in an emergency, authorizing the Board of Directors to use the key or keys, provided to the Board for this purpose, as per Florida law.

9. All assessment payments shall be subject to a \$15.00 late charge if not paid within ten (10) days of the date when due.

IV. LAUNDRIES

1. Coin washing machines and coin dryers are furnished for the use of all Owners and are to be used in strict accordance with the schedules and regulations posted in the laundry rooms.

2. Your neighbors are entitled to use of machines also. If you have no more than two loads, do it. Give your neighbors a chance to do theirs.

3. Do not overload machines, or clean old mats in them.

4. No drying or airing of clothes in any place other than the designated laundry facilities or such other areas as may be specifically designated by the Board.

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State of Florida



Department of State

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I certify from the records of this office that HILLCREST COUNTRY CLUB APTS. INC., NO. 11 is a corporation organized under the laws of the State of Florida, filed on March 2, 1967.

The document number of this corporation is 712339.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1992, that its most recent annual report was filed on May 1, 1992, 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 Capital, this the
Twenty-fifth day of February, 1993



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SEARCHED IN THE OFFICE OF THE
CLERK OF THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

Jim Smith
Secretary of State

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