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DECLARATION OF CONDOMINIUM

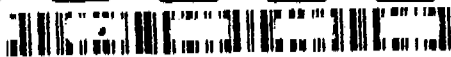
OF

THE COVE AT FRENCH VILLAS, A CONDOMINIUM

Prepared by and when recorded return to:

Karl J. Schumer, Esquire
Karl J. Schumer, P. A.
120 NE 179th Street
Miami, Florida 33162-1017
(305) 249-0687





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OF
THE COVE AT FRENCH VILLAS, A CONDOMINIUM**

- I. LEGAL DESCRIPTION
- I(a). LEGAL DESCRIPTION OF PHASE 1 AND PHASE 2
- II. PLOT PLAN, SURVEY, FLOOR PLANS AND GRAPHIC DESIGNS
- III. SHARE OF COMMON EXPENSES, COMMON ELEMENTS AND COMMON SURPLUS
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**DECLARATION OF CONDOMINIUM
OF
THE COVE AT FRENCH VILLAS, A CONDOMINIUM**

ARTICLE I

SUBMISSION STATEMENT

TCAFV INVESTMENTS, INC., a Florida corporation, and the developer of THE COVE AT FRENCH VILLAS, A CONDOMINIUM, (hereinafter collectively referred to as the "Declarant" or "Developer" in this instrument, including the Articles of Incorporation, By-Laws and Prospectus of The Cove at French Villas Condominium Association, Inc., a Florida not-for-profit corporation) the owner and holder of a fee simple title in and to the real property described in Article III, (entitled "Land"), hereby submits the same to condominium ownership pursuant to Chapter 718, Florida Statutes, "The Condominium Act", upon the terms, conditions, restrictions, reservations and limitations set forth below. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

ARTICLE II

NAME

The name by which this Condominium is to be known and identified as: THE COVE AT FRENCH VILLAS, A CONDOMINIUM.

ARTICLE III

LAND

The legal description of the real property ("Land") presently owned by the Developer is:

See Exhibit "I" attached hereto and incorporated herein by reference.

However, the Developer herein elects to develop the property in phases as described in Article XXVI hereof. Upon the filing of this Declaration only Phase 1 and Phase 2 property will be submitted to condominium. The legal descriptions of the Phase 1 and Phase 2 properties hereby submitted to condominium is:

See attached Exhibit "I(a)" for legal description of Phase 1 and Phase 2 property.

ARTICLE IV

INTRODUCTION TO UNITS

The Condominium property consists of the Land described in Article III hereof, and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed therein, which includes the Units, the common elements and the limited common elements.

The principal improvements on the real property ultimately intended to be submitted to Condominium ownership will consist of nineteen (19) buildings. The buildings shall be known as Building "A", Building "B", Building "C", Building "D", Building "E", Building "F", Building "G" and Building "H", Building "I", Building "J", Building "K", Building "L", Building "M", Building "N", Building "O", Building "P", Building "Q", Building "R" and Building "S", and shall contain a total of one hundred eighty eight (188) Units ("Units"). Each set of one building shall be built in one separate phase. All of the buildings are two story buildings, all as designated on the Condominium Plan. (Exhibit "II") The general size of the Units will range from approximately 970 square feet to approximately 1,170 square feet.

In each of the buildings, the Condominium Units, each of which are declared to be a Condominium Unit and subject to private ownership, are designated by the Building and Unit number in which they are located. Type A Units shall consist of two bedrooms and two bathrooms, as more fully set out in Exhibit "II". Type B Units shall consist of three bedrooms and two bathrooms, as more fully set forth in the attached Exhibit "II". There will be 112 Type A Units and 76 Type B Units. Type A Units contain approximately 970 square feet. Type B Units contain approximately 1,170 square feet.

In Phase 1, Building "A" there are 8 Units, more particularly described as: Units 101 to 108. Each building will contain both Type A Units and Type B Units. Building "A" will contain 4 Type A Units and 4 Type B Units. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 1 and a maximum of 8 Units in Phase 1. It is estimated that Phase 1 will be completed in April, 2001.

Phase 2, Building "B", if constructed, shall contain 8 Units. Building "B" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 2. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 2 and a maximum of 8 Units in Phase 2. It is estimated that Phase 2 will be completed in April, 2001.

Phase 3, Building "C", if constructed, shall contain 8 Units. Building "C" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 3. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 3 and a maximum of 8 Units in Phase 3. It is estimated that Phase 3 will be completed in May, 2001.

Phase 4, Building "D", if constructed, shall contain 8 Units. Building "D" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 4. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 4 and a maximum of 8 Units in Phase 4. It is estimated that Phase 4 will be completed in May, 2001.

Phase 5, Building "E", if constructed, shall contain 8 Units. Building "E" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 5. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 5 and a maximum of 8 Units in Phase 5. It is estimated that Phase 5 will be completed in June, 2001.

Phase 6, Building "F", if constructed, shall contain 8 Units. Building "F" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 6. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 6 and a maximum of 8 Units in Phase 6. It is estimated that Phase 6 will be completed in June, 2001.

Phase 7, Building "G", if constructed, shall contain 12 Units. Building "G" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 7. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 7 and a maximum of 12 Units in Phase 7. It is estimated that Phase 7 will be completed in July, 2001.

Phase 8, Building "H", if constructed, shall contain 8 Units. Building "H" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 8. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 8 and a maximum of 8 Units in Phase 8. It is estimated that Phase 8 will be completed in August, 2001.

Phase 9, Building "I", if constructed, shall contain 12 Units. Building "I" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 9. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 9 and a maximum of 12 Units in Phase 9. It is estimated that Phase 9 will be completed in September, 2001.

Phase 10, Building "J", if constructed, shall contain 12 Units. Building "J" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 10. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 10 and a maximum of 12 Units in Phase 10. It is estimated that Phase 10 will be completed in October, 2001.

Phase 11, Building "K", if constructed, shall contain 8 Units. Building "K" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 11. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 11 and a maximum of 8 Units in Phase 11. It is estimated that Phase 11 will be completed in November, 2001.

Phase 12, Building "L", if constructed, shall contain 8 Units. Building "L" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 12. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 12 and a maximum of 8 Units in Phase 12. It is estimated that Phase 12 will be completed in December, 2001.

Phase 13, Building "M", if constructed, shall contain 12 Units, Building "M" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 13. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 13 and a maximum of 12 Units in Phase 13. It is estimated that Phase 13 will be completed in March, 2002.

Phase 14, Building "N", if constructed, shall contain 12 Units. Building "N" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 14. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 14 and a maximum of 12 Units in Phase 14. It is estimated that Phase 14 will be completed in April, 2002.

Phase 15, Building "O", if constructed, shall contain 8 Units. Building "O" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 15. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 15 and a maximum of 8 Units in Phase 15. It is estimated that Phase 15 will be completed in May, 2002.

Phase 16, Building "P", if constructed, shall contain 12 Units. Building "P" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 16. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 16 and a maximum of 12 Units in Phase 16. It is estimated that Phase 16 will be completed in June, 2002.

Phase 17, Building "Q", if constructed, shall contain 12 Units. Building "Q" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 17. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 17 and a maximum of 12 Units in Phase 17. It is estimated that Phase 17 will be completed in July, 2002.

Phase 18, Building "R", if constructed, shall contain 12 Units. Building "R" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 18. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 18 and a maximum of 12 Units in Phase 18. It is estimated that Phase 18 will be completed in August, 2002.

Phase 19, Building "S", if constructed, shall contain 12 Units. Building "S" will contain 8 type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 19. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 19 and a maximum of 12 Units in Phase 19. It is estimated that Phase 19 will be completed in September, 2002.

The estimated dates of completion for each phase provided above are subject to change.

All areas, rooms and spaces which are not within the boundaries of a Condominium Unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

The rear patios areas abutting each first floor Unit are limited common elements appurtenant to the Units which they abut, the use of which is restricted to the Units to which they are appurtenant. Maintenance and upkeep of each rear patio shall be the exclusive responsibility of each Unit owner or owners to which that rear patio is appurtenant.

Each Unit shall have as its boundary lines the interior unpainted finished surfaces of the perimeter walls. All walls located within a Unit constitute part of the common elements up to the unpainted finished surfaces of those walls.

All Condominium Units and wires up to their initial outlets and all other utility lines and pipes up to their initial outlets within each Unit, regardless of location, constitute parts of the common elements. For the purpose of this Paragraph, the fuse or switch box within each Unit is designated as the initial outlet for electrical service; the

B. The Common Expenses shall be borne by the Condominium Unit owners and said Unit owners shall also share in the Common Surplus in the same proportions as set forth for the Common Elements in Exhibit "III".

C. No purported transfer of an interest in the Common Elements shall be valid unless the Condominium Unit to which that interest is allocated is also transferred. Interests in the Common Elements are not alienable from a particular Condominium Unit.

ARTICLE VII

CONDOMINIUM ASSOCIATION

A. **THE COVE AT FRENCH VILLAS CONDOMINIUM ASSOCIATION, INC.,** A Florida not-for-profit corporation, shall be responsible for the operation of the Association.

The Condominium Association shall have all powers, rights, and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. A copy of the Articles of Incorporation are attached hereto as Exhibit "IV". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and shall be filed with the Secretary of State or as otherwise required by Florida Statutes, Chapter 617, as amended from time to time.

Article X of this Declaration regarding amendments to the Declaration shall not pertain to amendments to the Articles of Incorporation, the recording of which in the Public Records shall not be required by law.

No amendments to this Declaration may change the configuration or size of the Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit; or change the proportion or percentage by which the owner of the parcel shares common expenses and owns the common surplus, unless the record owner of each Unit of the condominium thereof and the record lien holders of each Unit join in the execution of the amendment and further provided that all of the record owners of all other Units also approve the amendment(s).

Notwithstanding any provision to the contrary contained in this section, pursuant to Florida Statutes 718.110 any Declaration recorded after April 1, 1992, may not require the consent or join thereof some or all mortgagees of Units to or in the amendments to the Declaration, unless the requirement is limited to amendments materially affecting the rights or interest of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and unless the requirement provides that such consent may not be unreasonably withheld.

It shall be presumed that, except as to those matters described in subsections (4) and (8) of Florida Statutes 718.110, amendments to the Declaration do not materially affect the rights or interest of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by recordation of an affidavit in the county where the Declaration is recorded.

Except as to those matters contained in Florida Statutes 718.110(4) and (8) no Declaration recorded after April 1, 1992 shall require that amendments be approved by more than 80% of the total voting interests.

B. **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, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or by other Unit Owners or persons.

C. **Election of the Board.**

- (1) The Developer shall appoint the initial Board of Directors and all subsequent Boards until such time as is provided in paragraphs (2)(b) and (2)(c) below or until the Developer no longer elects to do so, whichever occurs first.
- (2) When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium, the Unit Owners other than the Developer shall be entitled to elect no less than and no more than one-third of the members of the Board of Directors. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board upon the first to occur of any of the following events:
 - a. three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
 - b. three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

- c. when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or
 - d. when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
 - e. seven (7) years after recording this Declaration in the Public Records of Broward County, Florida.
- (3) Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call (and give not less than sixty (60) days notice of) a meeting of the Unit Owners to elect those members of the Board of Directors. The meeting may be called and notice given by any Unit Owner if the Association fails to do so.
- (4) Prior to turnover of control of the Association, the Developer may apply for and obtain on behalf of the Association such permits as the Developer determines to be necessary in order to construct and operate the Condominium.

ARTICLE VIII

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association which are annexed as Exhibit "V" and incorporated herein as if fully set forth in this Declaration. The By-Laws may be amended in the manner and with the same vote as required for the amendments of this Declaration.

ARTICLE IX

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a Condominium Residence, whether they have title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound and hereby agrees that he shall accept membership in the Condominium Association described in Article VII and Article VIII above and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the Rules and Regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium Residence and may not be transferred separate and apart from a transfer of the ownership of the Residence. Membership shall automatically terminate upon sale or transfer of the Residence, whether voluntary or involuntary.

The owner of every Condominium Residence shall accept ownership of said residence subject to restrictions, declarations, easements, reservations, conditions and limitations now of record and as amended affecting the land and improvements constituting the Condominium Property. The owner of every Condominium Residence shall have a valid non-exclusive easement for their use of the common elements subject to these restrictions, and the Rules and Regulations established by the Condominium Association.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each Condominium Residence owner is entitled to one (1) vote in the operation of the Condominium Association for each Unit owned. After the Developer turns control of the Association over to the unit owners pursuant to Article VII(C)(2), the Developer shall still have these voting rights like any other unit owner. Voting rights (sometimes referred to as "voting interest"), qualifications of voters and membership in the Association are more fully stated, qualified and determined by the provisions of the Articles of Incorporation and the By-Laws of the Association (Exhibits "IV" and "V" respectively). Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws (such as "67% of the Unit owners" or "a majority of the members"), unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Condominium Unit owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require, a majority vote of the number of voting interest of Unit owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present.

ARTICLE X

AMENDMENT TO DECLARATION

A. Subject to the other provisions of the Declaration relative to amendments, this Declaration of Condominium may be amended in any of the alternative manners set forth below:

- (1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered, if a meeting is required for amendment.
- (2) Resolution. An amendment may be proposed by either a majority of the Board of Directors or by at least fifty (50%) percent of the members of the Association. A resolution adopting a proposed amendment must be adopted by a vote of not less than a majority of the Board of Directors and sixty-seven (67%) percent of the members of the Association. Directors and members not present at the meetings considering the amendment may vote their approval, in writing, delivered to the Secretary before such meeting.
- (3) Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of Units in the manner required for the execution of a deed, and such amendment(s) shall be effective when recorded in the Public Records of Broward County, Florida.
- (4) Proviso. Provided, however, no amendments may change the proportion or percentage by which the owner of a parcel shares the common expenses, owns the common surplus or owns the common elements, materially alter or modify the appurtenances to a Unit; and, no amendment shall change any Condominium Unit size or the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, nor other appurtenances of the parcel, unless the record owner(s) and all lien holders thereof shall join the execution of such amendments and unless at least a majority of the record owners of all other Units approve the amendment(s).

B. Amendments by Board of Directors for Limited Purposes. An amendment may be made by a majority of the entire Board of Directors in the case of amendments that are only for one or more of the following purposes:

- (1) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of Unit owners in either the common elements, common surplus or common expenses shall equal one hundred (100%) percent, the owners of the Units and the owners of institutional first mortgages on the Units for which modifications in the shares are being made also shall approve the amendment.
- (2) To change the boundaries between Units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners and institutional mortgagees of the Units concerned.
- (3) To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or institutional mortgagees.

C. Developer. Insofar as the following does not violate Section 718.403, Florida Statutes, and as long as the Developer shall hold fee simple title to any Unit in the normal course of its business, the Developer may amend this Declaration, including, but not limited to, those matters permitted by the Florida Condominium Act, or any amendment required by a government agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by a Unit, and such amendment shall be effective without the joinder of any record owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded institutional first mortgage as it affects a Condominium Unit, or change the size or dimensions of any Unit not owned by the Developer.

As long as Developer shall hold fee simple title to any Unit in the normal course of its business, no amendment affecting or altering Developer's rights under this Declaration may be made without Developer's written consent. Furthermore, Developer retains the right to add future phases as hereinafter described.

D(a) The provisions of Paragraph A above notwithstanding, any provision of this Declaration or the By-Laws of the Condominium Association which requires to be effective, operational or be enacted, a vote of the Unit owners greater than that required in Paragraph A above, but not exceeding an affirmative vote of 67%, shall be

amended or changed by any amendment to this Declaration or the By-Laws of the Association insofar as they pertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions.

(b) Furthermore, no amendment or change to this Declaration or to the By-Laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities for deeds and recorded with the amendment.

E. The provisions of Paragraph A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common expenses or interest in the termination shares in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses, or ownership of surplus or of the termination shares fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses, or ownership of the common surplus or termination shares shall have been distributed; or, if it shall appear that through a scrivener's error a Unit has not been designated an appropriate undivided share of the common elements, common expense, common surplus, or termination shares; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by law to establish this Condominium, the Condominium Association may correct the error and/or omission by filing an amendment to this Declaration approved by the Board of Directors or a majority of the Unit owners. If such an amendment, considered and approved pursuant to this Paragraph, modifies the shares of common surplus or termination shares appurtenant to one or more Units by increasing or decreasing the amount thereof per Unit by more than five (5%) of the percentage or fraction stated in the Declaration for them, then the owners of liens upon the Unit for which changes in the shares of common elements, common expense, common surplus or termination shared shall be deemed modified by reason of the modification of the shares appurtenant or attributable to another Unit.

F. The provisions of Paragraph A and B above to the contrary notwithstanding, no amendment, modification or change shall be made in any of the provisions of Article XX infra, entitled "Provisions for Casualty Insurance, Payments of Proceeds, Reconstruction, Insurance Trustee," of this Declaration of Condominium, without the approval in writing of mortgagees owning and holding a majority of institutional first mortgages encumbering Units in this Condominium and of the single mortgagee owning and holding the largest number of such institutional first mortgages.

G. In addition to the provisions of paragraph A and B above, amendments of a material nature must be agreed to by eligible mortgage holders who represent at least 51% of the votes of Unit estates that are subject to mortgages held by eligible holders. A change to the provisions governing the following would be subject to the provisions of this Article X of this Declaration be considered as material:

- (1) voting rights;
- (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (3) reductions in reserves for maintenance, repair, and replacement of common elements;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the general or limited common elements or rights to their use;
- (6) redefinition of any unit boundaries;
- (7) convertibility of units in common elements or visa versa;
- (8) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- (9) hazard or fidelity insurance requirements;
- (10) imposition of any restrictions on the leasing of units;
- (11) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (12) a decision by the owners' association of a project that consists of 50 or more units to establish self-management if professional management had been required previously by the project documents or by any eligible mortgage holders;

- (13) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the condominium documents;
- (14) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

H. The termination of the legal status of the project after "substantial damage to or destruction of all or a substantial portion of the Condominium Property" as defined herein must be agreed to by at least 67% of the unit owners and by eligible mortgage holders that represent at least 51% of the votes of the mortgaged Units.

I. The termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property must be agreed to by eligible mortgage holders that represent at least 67% of the votes of the mortgaged Units.

J. Agreement of an eligible mortgage holder shall be presumed when it fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified registered mail, with a "return receipt" requested.

ARTICLE XI

PURPOSE AND USE RESTRICTIONS

Condominium Residences shall be used and occupied by the respective owners thereof (including lawful tenants) as single family residences for themselves, their families and social guests and for no other purpose except where specific exceptions are made in this Declaration.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the Condominium Units, the use of the Condominium Property shall be restricted in accordance with the following provisions:

A. Restriction On Use of Unit: The residence shall be used as single-family dwellings only and the number of persons permanently residing in a Unit shall be limited to two (2) persons per bedroom as such bedroom was designated on the original plan of the developer.

B. Restriction On Use of Common Elements: The common elements, including the recreational facilities described herein, owned by the unit owners in the fractional interests set forth in Exhibit III, shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the residence owners, and subject to such regulation, rules and By-Laws as may, in the opinion of the Association, achieve the maximum beneficial use thereof. The recreational facilities shall not be subject to a lease with Developer or any other party. Access to the Condominium Property is provided from French Drive and pursuant to an access easement, for which unit owners will be obligated to share for the costs of its maintenance.

- (1) Nuisance: No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 11:00 P.M., and 8:00 A.M., so as not to disturb the other residents of the condominium.
- (2) Obstructions: The parking areas, all sidewalks, entrances, driveways, passages, patios and vestibules must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radios, satellites, televisions, or aerial antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereon, except for installations constructed thereon by the Developer and/or agents of the Developer.
- (3) Children: There are no restrictions upon children residing in the Units of the condominium, however, children are not to play in the public parking areas or the public walkways. Reasonable adult supervision must be executed when children are playing on the grounds for their safety and protection.
- (4) Destruction of Property: Neither Unit owners, nor their family members, lessees, tenants, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.
- (5) Signs: There shall be permitted "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium provided however that

exterior signs shall require Association approval except for signs displayed by the Developer.

- (6) Cleanliness: All garbage and recycling refuse from the Condominium shall be deposited with care in garbage containers and recycling bins intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.
- (7) Pets: No pets or animals, weighing in excess of fifty (50) pounds shall be harbored on the Condominium Property or within the confines of a Unit, without the prior written consent of the Association. Such consent may be given upon such conditions as the Board of Directors may direct and shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time. Pets must be hand carried or leashed at all times when not within the Unit of the pet's owner. No pet or animal shall be maintained or harbored within a Unit that would create a nuisance or danger to any other Unit owner. A determination by the Board of Directors, in its sole discretion, that a pet or animal maintained or harbored within a Unit creates a nuisance or is deemed to be an exotic pet or a dangerous pet, shall be binding and conclusive on all parties. All Unit owners with pets or animals shall be responsible for cleaning up any defecation from their pets, as well as solely responsible for any damages caused by said pets or animals.
- (8) Windows: Plants, pots, receptacles and other movable objects may not be kept, placed or maintained on ledges of windows. No objects shall be hung open or shaken from windows or doors. Unit owners shall not throw cigars, debris, trash, cigarettes or any other object from windows or doors.
- (9) Ingress and Egress: Garbage cans, laundry, dry cleaning supplies or other articles shall not be placed in the front of the Unit. No Unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.
- (10) Storage Areas: Nothing shall be placed in the utility storage areas or trash bins which could cause a fire hazard or be considered an environmental hazard.
- (11) Right of Access to Units: The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a Unit or Units.
- (12) Trash: All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.
- (13) Roof: Unit owners (other than the Developer and/or agents of the Developer, or the Association and/or its agents), their lessees, their family members and guests are not permitted on the roof for any purpose whatsoever.
- (14) Solicitation: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.
- (15) Motor Vehicles: No vehicle belonging to a Unit owner, lessee, or to a member of the family or guest, tenant or employee of a Unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, servants, agents, visitors, licensees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit owners. No motor vehicle which cannot operate on its own power or does not have a current tag, shall remain within the guest parking areas or other common elements for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property.
- (16) Rights of Action: The Association shall have a right of action against any unit owner who fails to comply with the provisions herein, the Articles of Incorporation, the By-laws, or Rules and Regulations and as amended. Any aggrieved unit owner shall have a similar right of action.

- (17) Hazardous Materials: Parts of the Condominium Property are located in a wellfield protection area and there shall be no dumping or depositing of garbage, waste, oil or any other hazardous substance.
- (18) Developer Rights: The Developer, during all times that it holds a unit or units for sale in the ordinary course of its business has the right to maintain signage and facilities on the common areas to market the unit or units and may further grant all necessary easements over the common elements it deems necessary in its sole and exclusive discretion. Once the Developer sells all of the units constructed, however, it retains no ownership, possession or use interest in the common elements.

Each parking space which is assigned to a particular Unit may be used only by the Unit owner or the lessee of such Unit, except when the Unit owner has given written permission for use (copy to Association) by another Unit owner, lessee or guest. No Unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in another space other than the space conveyed to the Unit owner of the particular Unit. All vehicles shall be parked within the painted lines and pulled up close to the bumper. Large commercial trucks and step-vans, excluding pick-up trucks or personal vans, are prohibited to be parked in front of a particular Unit.

Trucks, campers, recreational vehicles, trailers and boats may not be parked on the Condominium Property without the prior approval of the Association.

Condominium Property and especially the common elements and limited common elements may be regulated by the Condominium Association. Copies of all regulations shall be furnished to all Unit owners.

C. Flags: Any Unit owner may display one portable, removable United States Flag in a respectful way, regardless of any declarations, rules, or requirements dealing with flags or decorations.

D. Hurricane Shutters: Each board of the Association shall adopt hurricane shutter specifications for each building within each condominium operated by the Association which shall include color, style, and other factors deemed relevant by the board. All specifications adopted by the board shall comply with the applicable building code. Notwithstanding any provision to the contrary in the condominium documents, if approval is required by the documents, a board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the board. The board may, subject to the provisions of s.718.3026, and the approval of a majority of voting interests of the condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, Units, or association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the board may not install hurricane shutters. The board may operate shutters installed pursuant to this subsection without permission of the Unit owners only where such operation is necessary to preserve and protect the condominium property and association property. The installation, replacement, operation, repair, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements or association property within the meaning of this section.

E. Miscellaneous Provisions: No Unit owner shall permit nor suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Condominium Property.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor of any Condominium Unit or any part thereof.

ARTICLE XII

CONVEYANCES

In order to assure a community of congenial residents and occupants and to protect the value of the residences and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of residences shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

1. In the event of an attempted conveyance in contravention of the directions and restrictions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

2. A Unit owner, other than an institutional mortgagee who has received title to the Unit through foreclosure or deed in lieu of foreclosure, intending to make a bona fide sale or lease of his parcel or any interest therein, shall give to the Association a written notice of his intention to sell or to lease, together with the name and

address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the residence owner that he believes the proposal to be bona fide in all respects.

3. No sale, transfer, lease or conveyance of a Condominium Unit shall be valid without the prior written approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the documents of conveyances. No lease shall be approved or permitted for a term of less than six (6) months. Any lease must be in writing. No right of first refusal shall exist in favor of the Condominium Association.
4. Failure of the Association to act in fifteen (15) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.
5. The provisions of this Article XII shall apply to original and all successive sales, leases, transfer and assignments.
6. No sale, transfer or conveyance of a Condominium Unit shall forgive the previous unit owner from the obligation to pay outstanding assessments, nor forgive the new unit owner from the obligation to pay future assessments, or the right of the Association to impose a lien for unpaid assessments at any time.
7. If a residence owner shall lease his residence, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.
8. Every purchaser or lessee who acquires any interest in a Condominium Residence shall acquire the same subject to and comply with this Declaration, the provisions of the Articles of Incorporation, By-Laws of the Condominium Association, its Rules and Regulations, and the provisions of the Condominium Act.
9. Should any Condominium Residence at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee") upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said residence, including the fee ownership thereof, without complying with the provisions hereof, provided however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Condominium Residence of the share of the common elements and limited common or other appurtenances of said residence. The Mortgagee shall remain obligated for outstanding assessments as provided in the Florida Condominium Act. Furthermore, a deed in lieu of foreclosure may be given to the Mortgagee or any designated affiliate or subsidiary of the Mortgagee without the grantor or grantee in the deed being required to comply with the provisions of this Article. Once the Mortgagee has sold, transferred or conveyed his fee simple interest to any person whomsoever the provisions of this Article shall again be fully effective with regard to subsequent sales or conveyances of said residence. Should any designated affiliate or subsidiary of an institutional mortgagee acquire title to any Condominium Residence or residences through foreclosure, by deed in lieu of foreclosure, or by conveyance from the Mortgagee, then such designated affiliate or subsidiary shall not be required to comply with the provisions hereof with respect to the sale or lease of those residences in the ordinary course of business. The Mortgagee in conveying the property to such designated affiliate or subsidiary need not comply with the provisions hereof. A Mortgagee shall nevertheless advise the Condominium Association of the name and business address of the designated affiliate or subsidiary so acquiring title, which advise shall be deemed the "designation" in the case of the affiliate, but the failure of the Mortgagee to give such notice to the Association shall in no way impair title to any Condominium Residence acquired by such designated affiliate or subsidiary, or conveyed by such designated affiliate or subsidiary of the Mortgagee.
10. No amendment of this Article XII shall be effective to impair the validity or priority of any existing mortgage, or impair or reduce the rights and privileges of the mortgagee holding any existing mortgage, without the consent of such mortgagee. For purposes of this Paragraph, an "existing mortgage" is one which has been recorded among the Public Records prior to the recording of an amendment, whether or not advances to be secured by said mortgage have been made at the time of the recording of the amendment. Furthermore, an "existing mortgage" shall remain an existing mortgage for the purpose of this paragraph even though amended and modified in any manner permitted by law, except amendments which increase the debt secured to an amount greater than that permitted under the terms of the existing mortgage as recorded prior to the amendment to this Article XII.
11. A unit owner's unrestricted right of ingress and egress to his or her Unit will pass to each subsequent unit owner.

ARTICLE XIII**RIGHTS OF HEIRS AND DEVISEES OF DECEASED RESIDENCE OWNERS**

1. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the residence owner, the provisions of Article XII of this Declaration notwithstanding.

2. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph 1 above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have fifteen (15) days thereafter to advise said person or person in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advise within the said fifteen (15) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefore, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to affect the transfer of title, possession and occupancy of the parcel to such purchaser, which, purchaser may be the Association

3. Nothing in this Article XIII shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit owner at, or after, the time of his death.

ARTICLE XIV**ASSESSMENTS**

1. The Condominium Association, through its Board of Directors, shall have the power to make and collect maintenance, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

2. Common expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance, including flood insurance, on the Condominium real property and personal property, premiums for public liability insurance, fidelity and surety bond, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements to individual Units deemed necessary to protect the common elements and if properly chargeable to the individual condominium parcel concerned may nevertheless thereafter be charged to such individual parcel owner concerned), charges for utility and water used in common for the Condominium Association, cleaning and landscaping services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about them, enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e. reserve for replacements, operating reserve to cover deficiencies in collections). The expense of installation, replacement, operation, repair, and maintenance of hurricane shutters by the board pursuant to s.718.113(5) shall constitute a common expense as defined herein and shall be collected as provided in this section.

3. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient moneys from Unit owners to meet this estimate. Assessments for common expenses shall be borne by residence owners in the portions or shares set forth in Article VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board.

4. Should the Association through its Board of Directors at any time determine that the assessments made are insufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

5. All notices of assessments from the Association to the residence owners shall designate when they are due and payable. Assessments are scheduled to be paid the month after the month the Condominium Unit is

conveyed from the Developer to a unit purchaser. Assessments and installments thereof not paid when due shall bear interest from the due date at the maximum lawful rate.

6. In the event that assessments levied against any residence owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments may be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent residence owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

7. Pursuant to Florida Statute 718.116 (9)(a)(2), during the period from the date of recording of this Declaration until the earlier of (i) four (4) years thereafter or (ii) the date upon which control of the Association is transferred to Unit Owners other than the Developer (the "Guarantee Expiration Date"), provided, however, the Guarantee Expiration Date may be extended for one or more years at the Developer's option, the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units it is offering for sale, provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than the Developer shall not increase during such period over \$200.00 per month and provided further that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by regular Assessments at the guaranteed level. Further provided, that no funds other than regular periodic assessments for common expenses shall be used for payment of common expenses prior to the Guarantee Expiration Date.

ARTICLE XV

LIEN OF THE ASSOCIATION

The Association shall have a lien on each Condominium Residence and an individual cause of action against each residence owner for any unpaid assessment and interest thereon as provided in The Condominium Act as constituted on the date of the recording of this Declaration. In the event such lien is asserted or claimed, the delinquent Unit owner agrees to pay for the costs and reasonable attorney fees of the Association for the enforcement of such lien and said lien shall also secure the payment of such costs and attorney fees. Said enforcement shall include foreclosure as provided by law. Said lien shall be effective from and after its recording in accordance with the provision of The Condominium Act as constituted on the date of the recording of this Declaration, and shall otherwise be enforceable as provided in The Condominium Act as constituted on the date of recording of this Declaration.

ARTICLE XVI

MAINTENANCE AND REPAIRS

1. The owner of each Condominium Residence at his own expense shall see to and be responsible for the maintenance of his residence, limited common element, if entitled to use the limited common elements, and all equipment and fixtures therein, including but not limited to the patios, porches, grassy areas and parking area which is part of his Unit or a limited common element of his Unit, including air-conditioning equipment (including compressors for his equipment located within a residence) and plumbing fixtures, and must promptly correct any condition which would, if left uncorrected, cause any damage to another residence, and shall be responsible for any damage caused by his willful, careless or negligent failure to act. Furthermore, the owner of each residence shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the residence and its patios and porches. Such owner shall at his own expense maintain and replace, when necessary, all screening within his residence and within the perimeter walls of his residence, and its attached patios and porches whether part of the Unit or a limited common element, as well as, all window glass and plate glass in windows and plate glass in the perimeter walls of the residence and its attached limited common elements, if any. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various residence owners with respect to their limited common elements and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of limited common elements and all elements of the Units visible from the exterior of the Units. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the condominium, including the replacement and/or repair of screening, whether or not falling within a Unit or limited common element, as part of any overall program of maintenance and repair. Residence owner will be individually responsible for the maintenance of the electrical system and electrical distributions systems within their own residences from and including the fuse box applicable and servicing the residence inward; that is to say in respect of all distributor lines servicing only the residence and outlets within the residence. It shall be the responsibility of the Condominium Association to maintain and repair the electrical system and distribution lines up to the individual residence fuse boxes (circuit breaker boxes).

2. The Condominium Association shall have the responsibility for the landscaping maintenance of the common elements, to wit, the maintenance of living plants, grass, trees and the like. The Condominium Association shall further have the right to enter any Condominium Unit for purposes of maintenance and repair, and shall have the right to grant permits, licenses, and easements over the common elements for utilities, roads and the like. All of the foregoing notwithstanding, the Unit owner is responsible for cleanliness and daily upkeep of all areas constituting his Unit and the limited common elements appurtenant thereto, including but not limited to any porches and landing appurtenant to his Unit, whether or not appurtenant to other (but not all) Units, and shall likewise be responsible for the repair and the cost of repair and replacement to damaged or abused portions of the Condominium Property maintained by the Condominium Association caused intentionally or by negligence or abuse thereof by such Unit owner.

3. Except as provided in Paragraph 1 above and elsewhere in this Declaration, the Condominium Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Condominium Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate the same as elsewhere provided for in this Declaration or in the By-Laws of the Condominium Association.

4. Those areas reserved for the use of certain Unit owners or a certain Unit owner, to the exclusion of other Unit owners, are designated as "limited common elements (parking spaces, terraces, balconies, patios and adjacent backyards)" and are shown and located on the Surveys annexed hereto as Exhibit "II". Any expense for the maintenance, repair or replacement caused by the negligence or misuse by a Unit owner, his family, guests, servants and invitees, shall be the responsibility of the Unit owner, and the Association shall have the right to levy a fine against the owner of said Unit consistent with the Florida Condominium Act. Where the limited common elements consist of a terrace, balcony patio or adjacent backyard, the Unit owners who have the right to the exclusive use of said terrace, balcony patio or adjacent backyard, shall be responsible for the maintenance, care and preservation of the paint and surface of the interior walls and windows or screening thereon, where applicable, including floor and ceiling, within said exterior terrace, balcony, or patio, and the fixed and/or sliding glass doors in the entrance ways to said terrace, balcony, or patio, and the wiring, electrical outlet and fixtures thereon, if any, and the replacement of light bulbs, if any and maintenance of the lawn. Where there is a terrace, balcony or patio adjacent to each Condominium Unit within this Condominium and said terrace, balcony or patio adjoining and adjacent to each Unit it is a limited common element of said Unit and for said Unit's exclusive use.

ARTICLE XVII

ALTERATION OF RESIDENCES

A. No owner of a Condominium Residence shall make or cause to be made any structural modifications or alterations of his Residence, or in the water works, electrical, plumbing or air conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a residence owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No residence owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae, satellites, or air-conditioning Units which may protrude through the walls or roof of the building, install hanging plants or lights in balconies or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the residence, without the consent of the Association where its consent is required by its Declaration of Covenants and Restrictions. No residence owner nor any other person shall install upon the roof or exterior of the Building upon the Condominium Property, or upon the common elements or limited common elements of the condominium, any TV antennae, radio antennae, satellites, electric, electronic or electromechanical device, decorative item or affixed furnishing without the prior written consent of the Condominium Association.

B. Any alteration in Units owned by the Developer or a successor Developer, as hereinafter, defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph B may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

Unless stated elsewhere herein, no amendment may change the configuration or size of any Condominium Unit in any material fashion or materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit owner shares the common expenses and owns the common surplus unless all record owners of the Unit and record owners of liens join in the execution of the amendment and unless at least a majority of the record owners of all other Units approve the amendment(s).

ARTICLE XVIII**ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS**

The Condominium Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

A. A special meeting of all of the residence owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fifteen (15) days nor more than thirty (30) days notice.

B. A vote of sixty-seven percent (67%) of the total number of voting interests of all members in the Condominium Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

C. Unless otherwise provided in the Declaration as originally recorded, no amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenance to the Unit, or change the proportion or percentage by which the owner of the parcel shares the common expense and owns the common surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment and unless at least a majority of all the record owners of all other Units approve the amendment. The acquisition of property by the Association, and material alterations or substantial additions to such property or the common elements by the Association in accordance with S.718.111(7) or S.718.113 shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units. A Declaration recorded after April 1, 1992, may not require less than a majority of total voting interests for amendments under this subsection, unless required by an governmental entity.

Notwithstanding any provision to the contrary contained in this section, any Declaration recorded after April 1, 1992, may not require the consent or joinder of some or all mortgagees of Units to or in amendments to the Declaration, unless the requirement is limited to amendments materially affecting the rights or interest of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and unless the requirement provides that such consent may not be unreasonably withheld. It shall be presumed that, except as to those matter described in Florida Statute 718.110(4) and (8), amendments to the Declaration do not materially affect the rights or interest of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of county where the Declaration is recorded.

D. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each residence owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his residence, as such shares are set forth in Exhibit "III" to this Declaration.

E. The foregoing notwithstanding, in accordance with Florida Statutes Section 718.301(3), so long as the Developer holds any Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (1) assessment of the Developer as a Unit owner for capital improvements; (2) any action by the Association, that would be detrimental to the sale of Units by the Developer. Accordingly, no such improvements, alterations or additions may be made within the Condominium or upon the Condominium Property without approval in writing by the Developer so long as the Developer holds any Units for sale in the ordinary course of business, nor shall any such improvement, alteration or addition be made thereafter without the consent of the Condominium Association.

ARTICLE XIX**INSURANCE**

A. **LIABILITY INSURANCE.** The Association shall use its best efforts to obtain and maintain adequate liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the directors and officers, the Association's employees or insurance for the common elements and limited common elements of the Condominium which shall also include hazard, flood, and windstorm. In all events, all such coverages shall be consistent with Chapter 7 of Part VII of the FNMA Guidelines. The liability insurance required in this Article shall be in minimum coverage amounts of not less than \$1,000,000.00 per person per incident, \$1,000,00.00 in the aggregate to all person per incident and \$100,000.00 property damage. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance against each Unit owner in the same proportions as are allocated percentages of common expenses. Each individual shall provide insurance for accidents occurring in his own residence. In accordance with the provision of the Condominium Act, the liability of a residence owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the by laws. The owner of a residence shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that, and only if, the law mandates such personal liability.

A residence owner shall be liable for injuries or damages resulting from an accident in his own residence to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to the Condominium Association a program of insurance which will insure not only the Association's liability and the liability of residence owners with respect to the common elements and limited common elements, but also the liability of individual residence owner with respect to the interior of their residence, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the residence owner against all liabilities for damage to persons and property, whether occurring within or without a residence, and the premium therefor shall be a common expense, provided such acquisition does not violate the law. If it shall appear that Condominium Residence owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all residence owners, then the Association may require the individual residence owner selecting the excess coverage to pay the reasonable premium for such additional or excess coverage, and the Association with respect thereto shall be a collecting and remitting agent. In all events, all such coverages shall be consistent with Chapter 7 of Part VII of the FNMA Guidelines.

B. **FIDELITY BOND.** The Association shall obtain and maintain adequate fidelity bonding of all person(s) who control or disburse funds of the Association. As used in Florida Statutes, 718.111(11)(d), the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the president, secretary, and treasurer of the Association. Fidelity Bonds naming the Association as the obligee, in the principal sum of not less than the greater of the amount required by Florida Statutes, Section 718.111(11)(d) or the maximum funds that will be in the custody of the Association, or its management agency, at any time while the bond is in force shall be required by the Board of Directors for all officers and Directors of the Association, or any other person, who control or disburse funds of the Association. The premiums for such bonds shall be paid by the Association as a common expense. The bonds shall include a provision for no less than ten (10) days' written notice to the Association (or insurance trustee) prior to cancellation or substantial modification for any reason.

ARTICLE XX

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. **Insurance.** The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the common elements, and the condominium property required to be insured by the Association. The Association may also obtain and maintain liability insurance for directors and officers, insurance for employees, and flood insurance for common elements, Association property, and Units. An Association or group of Associations may self insure against claims against the Association, upon compliance with Florida Statute ss. 624.460-624.488. A copy of each policy of insurance in effect shall be made available for inspection by Unit owners at reasonable times.

Every hazard policy which is issued to protect a condominium building shall provide that the word "building" wherever used in the policy include, but not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, unless prior to October 1, 1986, the Association is required by the Declaration to provide coverage therefore, the word "building" does not include Unit floor coverings, wall coverings, or ceiling coverings, and, as to contracts entered into after July 1, 1992, does not include the following equipment if it is located within a Unit and the Unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built in cabinet. With respect to the coverage provided for by this paragraph, the Unit owners shall be considered additional insureds under the policy.

Every insurance policy issued to an individual Unit owner shall provide that the coverage by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

B. **Purchase of Insurance.** The Board of Directors of the Association shall keep the Association property and the Condominium Property insured. The property shall include all the building and other improvements erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all residences contained therein. The insurance shall insure the interest of the Association and all residence owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. The Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such

insurance is not reasonably available. The foregoing provisions of this paragraph notwithstanding, the amount of coverages shall not be less than, nor the amount of deductibles more than, the amounts established thereof by the single owner and holder of the largest number of institutional first mortgages encumbering residences in this Condominium. All insurance required under this paragraph shall be written with carriers acceptable to the single owner and holder of the largest number of institutional first mortgages encumbering residences in this Condominium.

C. **Insured and Loss Payable.** All casualty insurance policies purchased by the Condominium Association and any proceeds received thereunder shall be for the benefit of the Association and all Unit owners and their mortgagees as their interests may appear. All proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Condominium Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee granted trust powers under business in Broward County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the Units in the Condominium (the term "majority" meaning the owners and holders of a majority in number of first mortgages encumbering the Units in this Condominium). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The insurance Trustee shall be responsible only for moneys which come into possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust, which shall not be inconsistent with any of the provisions herein set forth.

D. **Payment of Premiums, Trustee's Expenses, Collection.** The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as part of the common expenses for which assessments are levied. Each Unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments for common expenses.

E. **Mandatory Repair.** Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, the Condominium Association and the Unit owners shall repair, replace and rebuild the damage caused by casualty loss, the cost of which shall be borne by the Unit owners in proportion to the shares of the common expenses as set forth in Exhibit "III" to this Declaration.

F. **Determination of Damage and Use of Proceeds.** Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of that Unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all residence owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Exhibit "III" to this Declaration and against the individual residence owners for that portion of the deficiency related to individual damaged residences; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine to portion of the deficiency relating to individual damaged residences, the Board of Directors shall levy the special assessment for the total deficiency against each of the residence owners according to the percentages set forth in Exhibit "III", except as otherwise provided herein.

If there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property, then unless the Unit owners elect not to rebuild and repair as provided in Paragraph G below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the Unit owners and their mortgagees as their interest may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be that of the Condominium Association.

G. **Total Destruction.** As used in this Declaration and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3rds) or more of all residences are or have been rendered untenable by casualty loss or damage; and/or,
2. If two-thirds (2/3rds) or more of all the residences are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate distinct Building within the Condominium, that three-fourths (3/4ths) or more of the residences in such distinct and separate Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall be reconstructed unless owners of two-thirds (2/3rds) of all the voting interest shall agree not to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. Termination of the Condominium Regime may be voted upon consistent with Article X.H. herein. Notwithstanding the preceding sentence, should such damage or casualty loss be less than that degree described in subparagraph 1 above, but with respect to one or more Buildings be at least that degree with respect to each of such buildings described in subparagraph 2 above, then each Building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed unless three-fourths (3/4ths) of the voting interest in such Building so damaged or destroyed shall agree not to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. Upon the happening of such events as aforesaid, should the Unit owners elect not to reconstruct as aforesaid, the Insurance Trustee is authorized to pay over proceeds of the said insurance to the residence owners and their mortgagees as their interests may appear in accordance with the provisions herein. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed, by two officers of the Association stating that the said ninety (90) day period has elapsed and the Association has received the necessary writings from two-thirds (2/3rds) of the voting interest or, in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has received the necessary writings from three-fourths (3/4ths) of the voting interest residing in the separate and distinct Building which has experienced the degree of damage mentioned in subparagraph 2 above.

H. **Rights of Mortgagees.** If any first mortgagee of any Condominium Unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient moneys in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees may designate the bank, savings and loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due. Any mortgagee of any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such process if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the residence owner as their interest may appear. The owner and holder of any first mortgage on a residence shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the residence or residences encumbered by its mortgage or mortgages, and such repairs, reconstruction or replacement shall be or undertaken without such approval, which approval shall not be unreasonably withheld.

I. **Attorney-In-Fact.** The Association is hereby irrevocably designated by each unit owner as attorney-in-fact to represent the unit owners in all proceedings, negotiations, settlements or agreements, relating to insurance, casualty loss or damage, and the adjustment of any losses, awards, or proceeds arising therefrom.

J. **Repair and Reconstruction.** The provisions above to the contrary notwithstanding, each separate and distinct Building shall for the purposes of reconstruction and repair in the event of casualty loss or damage be treated as if the same were the only Building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction of one such Building shall be first used for the reconstruction and repair of that Building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the Condominium Residence owners in that Building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary for such reconstruction or repair as contemplated by Paragraph F above. For the purpose of this paragraph, the relative share of common elements attributable to a residence owner shall be deemed to be that percentage which is the quotient of such Unit owner's share of the common elements as set forth in Exhibit "III" attached hereto, divided by the sum total of the shares in the common elements attributable to all the Condominium Residences in that Building as set forth in Exhibit "III". The relative proportion thus established with respect to all Condominium Units in a Building is hereinafter referred to as the "relative common elements per Building." In the event that proceeds from the charge or insurance proceeds collected as stated in Paragraph "F" creates a "Common Surplus," said Common Surplus shall be owned by the Unit owners in the same proportionate fractions as their interest in the common elements.

2. If under the provisions of Paragraph F above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion if any of the deficiency is related to common elements including limited common elements not exclusively within the particular Building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among the residence owners in proportion to their fractional share of the common elements.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and distinct Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the residence owners and their mortgagees as their interest may appear in proportion to the share of common elements attributable to each of said residences, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the residence owners and their mortgagees as their interests may appear in proportion to those residence owners' shares of the relative common elements calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that severe damage occurs to a separate and distinct Building to the degree of damage or destruction described in Paragraph G-2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph G-1 above, or the Unit owners shall have elected not to accept the options of Paragraph G above, then the Condominium Regime may elect termination with respect to that Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraisers, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Building, as follows:

The total of the common elements attributable to residences in the Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Building. There shall be subtracted from said portion of the fair value the loss or damage experiences by the Condominium attributable to the damage or destruction of the said Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the Condominium Residences in the said destroyed or damaged Building. The Condominium Association shall, within thirty (30) days of the request by any residence owner, whether or not the residence owned is the destroyed or damaged Building, or by such residence owner's mortgagee, providing only that the time for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as the whether or not the total Condominium Regime shall be terminated in accordance with Article XXIII. If the Condominium shall not elect to terminate in accordance with Article XXIII, then the Condominium Association shall purchase the Condominium Residences in the destroyed or damaged Building from the residence owners thereof for the total purchase price therefor hereinabove mentioned, each such residence owner receiving that portion of the said total purchase price as is proportionate to his residence's share of the relative common elements per buildings, that portion being the purchase price for his residence. The purchase price for each such residence shall be paid to each of said residence owner and his mortgagee as their interest may appear. Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Building so damaged or destroyed, shall be set aside and the balance paid over to the Condominium Residence owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that residence. The balance of the purchase price for each residence shall be paid over to said residence owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

b. The Condominium Association, upon the acquisition of the title to the residence and interests of the residence owners in the damaged or destroyed building, shall have the option of either:

i. Terminating the Condominium Regime with respect to the destroyed or damaged Building and making the site thereof a common element of the Condominium; or,

ii. Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3rds) of the voting interests, not including for this purpose the Condominium Association with respect to the residences owned by it, which interests shall not be voted.

K. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of the Condominium under this provision by removing from the Condominium property the destroyed and/or damaged Building as an improvement any by redistributing the shares in the common elements previously owned by the residence owners in the destroyed or damaged Building among the remaining residence owners in the proportions that their shares of the common elements as set forth in Exhibit "III" hereof bear to one another; such that upon completion of such redistribution one-hundred percent (100%) of the common elements will have been distributed among the remaining Condominium Residence owners and the Condominium Residences not contained in the damaged or destroyed Building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the residences in the damaged or destroyed Building among the remaining residences in the proportion that their shares of the common expenses and common surplus as set forth in Exhibit "III" to this Declaration of Condominium bear to one another, such that upon completion of such redistribution one-hundred percent (100%) of the common expenses and

common surplus will have been distributed among the remaining Condominium Residences not contained in the damaged or destroyed Building.

ARTICLE XXI

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of Condominium Units and the names of the mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the residence without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the Condominium Unit encumbered by the mortgage owned by that mortgagee.

B. A Unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the Unit owner. Additionally, a Unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. The liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

The liability of a first mortgage or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1). The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

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

The person acquiring title shall pay the amount owed by the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

C. The term "Institutional Mortgagee", as used in this Declaration shall mean the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a union pension fund authorized to do business in the State of Florida, a bank, a savings and loan Association, an insurance company, or an agency of the United States Government or the State of Florida, or the holder of any mortgage insured by any agency of the United States Government such as the Federal Housing Authority or the Veterans' Administration, or any other person, whether real or corporate, substantially in the business of lending money regularly and actively upon the security of mortgages upon real property in the State of Florida. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed a first mortgage an institutional first mortgage and the holder thereof shall be deemed a first mortgagee and an Institutional Mortgagee.

D. The Association shall give written notice to all Institutional Mortgagees its insurer or guarantor of any of the following matters:

1. Any condemnation proceeding involving common elements, limited common elements, or any portion of them, whether or not the condemnation proceeding shall also include the condemnation of one or more Units.

2. Any casualty damage or loss to the Condominium Property in which the amount involved is estimated to exceed \$10,000.00, notice shall not be required to be given to all Institutional Mortgagees in cases where the casualty loss is restricted to one or more Units; in such cases, the Institutional Mortgagees holding mortgages on those Units shall be entitled to the notice of such casualty loss respecting those Units.

3. Any action taken by a governmental authority pertaining to a violation of laws, rules or regulations applicable to the safe use of the Condominium Property and the improvements thereon, arising out of any alleged failure of structural integrity of any of the improvements or any actual or alleged substantial fire hazard or other safety hazards. For the purpose of this subparagraph, notices shall not be required to be given to mortgagees

in cases in which the Association is granted a period of time in which to correct the violation and the notice of violation does not prohibit use or occupancy of the Condominium Property or any part of it. Should a notice of violation deal solely with matters contained within one or more Units, but not with the common elements or limited common elements nor any part of them, then the Institutional Mortgagees holding mortgages on those Units are the only ones whom notice is required to be given.

4. Any 60 day delinquency in the payment of assessments or charges owed by the unit owner.
5. The lapse or cancellation, or material modification of any insurance policy maintained by the owner's association.
6. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The failure of the Association to give the notice herein required shall not impair the validity of any otherwise lawful and proper actions taken by the Association. Neither the giving of the notice, nor the appearance at any meeting of Units owners or of the Board of Directors of the Condominium Association, nor the participation by any mortgagee in any planning, negotiation or consultation, shall constitute the acquiescence, consent or agreement by that mortgagee or those mortgagees to the acts taken by the Association or by the membership of the Condominium Association. When required, such consents and approvals will only be deemed given when given in the manner required by other provisions of this Declaration, the By-Laws, or the requirements of law, whichever shall be the strictest requirement permitted in the case.

E. Notwithstanding any provisions in this Declaration to the contrary, all lien rights of the Association and of the Developer which are or may be promulgated by this Declaration of Condominium shall be and are hereby confirmed as inferior to that certain acquisition, development and construction loan in favor of SunTrust Bank, Miami, same having been executed by TCAFV Investments, Inc., a Florida Corporation, on May 5, 1999, and recorded on May 19, 1999, in Official Records Book 29469, at Page 349, of the Public Records of Broward County, Florida.

F. In the event that SunTrust Bank, Miami or its successors and/or assigns (hereinafter "SunTrust Bank"), as the lender for the acquisition, development and construction of this condominium project, becomes the successor fee simple titleholder of the subject real property whether undeveloped, partially developed or fully developed, by virtue of acceptance of a deed in lieu of foreclosure or a judicial foreclosure proceeding, said successor shall have the option of becoming the successor to all of the rights of the original Developer pursuant to the terms of this Declaration and as contained in the Florida Statutes. This provision shall not operate to impose any obligations of the original Developer upon SunTrust Bank unless the foregoing option is affirmatively exercised. SunTrust shall furthermore not be required to make any assessment payments on any real property or any Condominium Unit until such time as a permanent Certificate of Occupancy has been issued by the appropriate municipal authority for such Unit.

ARTICLE XXII

SEVERABILITY OF PROVISIONS

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or of the By-Laws of the Condominium Association or of any provisions of the Condominium Act shall in no way affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

ARTICLE XXIII

TERMINATION

The provisions for termination contained in Paragraph F of the Article XX of this Declaration are in addition to the provisions for voluntary termination provided by the Condominium Act as amended. In addition the Condominium may voluntarily be terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by nine-tenths (9/10) of the total voting interests of the Condominium Association and by all holder of first mortgages encumbering Units in the Condominium.

ARTICLE XXIV

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the Condominium Residences and the common elements and the limited common elements, or any portion thereof, shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement, shifting or other movement

of the building or improvements and repair upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property. Such encroachments shall be permitted to remain undisturbed and such easements shall exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments exist.

ARTICLE XXV

ALTERNATIVE DISPUTE RESOLUTION; VOLUNTARY MEDIATION; MANDATORY NON-BINDING ARBITRATION; LEGISLATIVE FINDINGS

Any Unit owner with a dispute, meaning any disagreement between two or more parties that involves the following:

- (a) The authority of the board of directors, under any law or Association document to:
 - 1. Require any owner to take any action, or not to take any action, involving that Unit owner's Unit or appurtenances thereto.
 - 2. Alter or add to a common element.
- (b) The failure of a governing body, when required by law or an Association document, to:
 - 1. Properly conduct elections.
 - 2. Give adequate notice of meetings or other actions.
 - 3. Properly conduct meetings.
 - 4. Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves title to any Unit or common element; the interpretation or enforcement of any warranty; or the levy of a fee assessment, or the collection of any assessment levied against a party.

- (c) Mandatory Non-binding Arbitration of Disputes:
 - 1. Prior to the institution of court litigation, the parties to a dispute shall petition the division for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations.
 - 2. At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence. Any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.
 - 3. The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded the costs of the arbitration, reasonable attorney's fees, or both in an amount determined in the discretion of the arbitrator.
 - 4. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses, for expert or other testimony or evidence incurred after the arbitration hearing if the judgement upon the trial de novo is not more favorable than the arbitration decision. If the judgement is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.
 - 5. Any party to an arbitration proceedings may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

ARTICLE XXVI

PHASE DEVELOPMENT

This Declaration of Condominium submits to the condominium form of ownership only the real property described in Exhibit "I" to this Declaration of Condominium and more fully described as The Cove at French Villas,

a Condominium. Phase 1 and Phase 2 are described in the survey and graphic descriptions attached to this Declaration and marked Exhibit "I(a)".

Notwithstanding any conditions in this Declaration to the contrary, Developer reserves the right at any time, within seven (7) years after the recordation of this Declaration, at its sole option, to develop and construct condominiums on the lands described as The Cove at French Villas, a Condominium, Phase 2, The Cove at French Villas, a Condominium, Phase 3, The Cove at French Villas, a Condominium, Phase 4, The Cove at French Villas, a Condominium Phase 5, The Cove at French Villas, a Condominium, Phase 6, The Cove at French Villas, a Condominium, Phase 7, The Cove at French Villas, a Condominium, Phase 8, The Cove at French Villas, a Condominium, Phase 9, The Cove at French Villas, a Condominium, Phase 10, The Cove at French Villas, a Condominium, Phase 11, The Cove at French Villas, a Condominium, Phase 12, The Cove at French Villas, a Condominium, Phase 13, The Cove at French Villas, a Condominium, Phase 14, The Cove at French Villas, a Condominium, Phase 15, The Cove at French Villas, a Condominium, Phase 16, The Cove at French Villas, a Condominium, Phase 17, The Cove at French Villas, a Condominium, Phase 18, and The Cove at French Villas, a Condominium, Phase 19, the legal descriptions for which and the survey and graphic descriptions of said phases are attached hereto and marked as a portion of Exhibit "I". Provided however no time-share estates may ever be created with respect to any Units in any phase at any time.

The development of The Cove at French Villas, a Condominium, Phases 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, or all, shall be accomplished by the recordation of an Amendment to this Declaration of Condominium pursuant to Florida Statute 718.403 which said Amendment shall designate the Phase or Phases being added to this Condominium, the legal description thereof, a survey and graphic description of the Phase or Phases being added, a revised undivided interest in the common elements and a statement incorporating into this Declaration the Phase or Phases being added.

The recordation of the above-described Amendment shall be accomplished without the consent thereto of the Unit owners other than the Developer of prior Phases.

Upon the recordation of said Amendment to this Declaration of Condominium adding an additional Phase or Phases, The Cove at French Villas Condominium Association, Inc., the Condominium Association, shall be deemed to be the Association to manage the additional Phase or Phases and its Articles of Incorporation, By-Laws and Rules and Regulations shall be deemed to be applicable to each Phase or Phases added to this Declaration of Condominium. The improvements intended for each additional phase will be consistent with the initial improvements in structure type and construction quality, and will be substantially completed prior to the phase's inclusion in the Condominium Association.

Each Phase shall consist of a two story CBS Building; In Phase 1, Building "A" there are 8 Units, more particularly described as: Units 101 to 108. Each building will contain both Type A Units and Type B Units. Building "A" will contain 4 Type A Units and 4 Type B Units. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 1 and a maximum of 8 Units in Phase 1. It is estimated that Phase 1 will be completed in April, 2001.

Phase 2, Building "B", if constructed, shall contain 8 Units. Building "B" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 2. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 2 and a maximum of 8 Units in Phase 2. It is estimated that Phase 2 will be completed in April, 2001.

Phase 3, Building "C", if constructed, shall contain 8 Units. Building "C" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 3. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 3 and a maximum of 8 Units in Phase 3. It is estimated that Phase 3 will be completed in May, 2001.

Phase 4, Building "D", if constructed, shall contain 8 Units. Building "D" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 4. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 4 and a maximum of 8 Units in Phase 4. It is estimated that Phase 4 will be completed in May, 2001.

Phase 5, Building "E", if constructed, shall contain 8 Units. Building "E" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 5. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 5 and a maximum of 8 Units in Phase 5. It is estimated that Phase 5 will be completed in June, 2001.

Phase 6, Building "F", if constructed, shall contain 8 Units. Building "F" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 6. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 6 and a maximum of 8 Units in Phase 6. It is estimated that Phase 6 will be completed in June, 2001.

Phase 7, Building "G", if constructed, shall contain 12 Units. Building "G" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 7. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 7 and a maximum of 12 Units in Phase 7. It is estimated that Phase 7 will be completed in July, 2001.

Phase 8, Building "H", if constructed, shall contain 8 Units. Building "H" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 8. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 8 and a maximum of 8 Units in Phase 8. It is estimated that Phase 8 will be completed in August, 2001.

Phase 9, Building "I", if constructed, shall contain 12 Units. Building "I" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 9. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 9 and a maximum of 12 Units in Phase 9. It is estimated that Phase 9 will be completed in September, 2001.

Phase 10, Building "J", if constructed, shall contain 12 Units. Building "J" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 10. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 10 and a maximum of 12 Units in Phase 10. It is estimated that Phase 10 will be completed in October, 2001.

Phase 11, Building "K", if constructed, shall contain 8 Units. Building "K" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 11. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 11 and a maximum of 8 Units in Phase 11. It is estimated that Phase 11 will be completed in November, 2001.

Phase 12, Building "L", if constructed, shall contain 8 Units. Building "L" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 12. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 12 and a maximum of 8 Units in Phase 12. It is estimated that Phase 12 will be completed in December, 2001.

Phase 13, Building "M", if constructed, shall contain 12 Units, Building "M" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 13. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 13 and a maximum of 12 Units in Phase 13. It is estimated that Phase 13 will be completed in March, 2002.

Phase 14, Building "N", if constructed, shall contain 12 Units. Building "N" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 14. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 14 and a maximum of 12 Units in Phase 14. It is estimated that Phase 14 will be completed in April, 2002.

Phase 15, Building "O", if constructed, shall contain 8 Units. Building "O" will contain 4 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 108. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 15. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 8 Units in Phase 15 and a maximum of 8 Units in Phase 15. It is estimated that Phase 15 will be completed in May, 2002.

Phase 16, Building "P", if constructed, shall contain 12 Units. Building "P" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 16. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 16 and a maximum of 12 Units in Phase 16. It is estimated that Phase 15 will be completed in June, 2002.

Phase 17, Building "Q", if constructed, shall contain 12 Units. Building "Q" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 17. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 17 and a maximum of 12 Units in Phase 17. It is estimated that Phase 17 will be completed in July, 2002.

Phase 18, Building "R", if constructed, shall contain 12 Units. Building "R" will contain 8 Type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 18. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 18 and a maximum of 12 Units in Phase 18. It is estimated that Phase 18 will be completed in August, 2002.

Phase 19, Building "S", if constructed, shall contain 12 Units. Building "S" will contain 8 type A Units and 4 Type B Units, more particularly described as: Units 101 to 112. See Exhibit "I" to this Declaration of Condominium for a detailed legal description of Phase 19. Type A Units are approximately 970 square feet and Type B Units are approximately 1,170 square feet. There will be a minimum of 12 Units in Phase 19 and a maximum of 12 Units in Phase 19. It is estimated that Phase 19 will be completed in September, 2002.

The estimated dates of completion for each phase provided above are subject to change.

Each Units undivided share of common elements as each phase is added to the condominium, which shall be used as the basis for allocating assessments and granting voting rights, is as follows :

BUILDING A

UNIT	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10
101	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
102	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
103	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
104	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
105	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
106	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
107	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
108	1/8	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92

UNIT	PHASE 10	PHASE 9	PHASE 8	PHASE 7	PHASE 6	PHASE 5	PHASE 4	PHASE 3	PHASE 2	PHASE 1
101	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
102	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
103	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
104	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
105	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
106	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
107	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
108	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	

BUILDING B

UNIT	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10
101	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
102	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
103	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92

104	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
105	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
106	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
107	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92
108	1/16	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92

UNIT	PHASE 11	PHASE 12	PHASE 13	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
102	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
103	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
104	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
105	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
106	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
107	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
108	1/100	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING C

UNIT	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9
101	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
102	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
103	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
104	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
105	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
106	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
107	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
108	1/24	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100

UNIT	PHASE 10	PHASE 11	PHASE 12	PHASE 13	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18
101	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
102	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
103	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
104	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
105	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
106	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
107	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
108	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188

BUILDING D

UNIT	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	PHASE 11
101	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/100
102	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/100
103	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/100

104	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
105	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
106	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
107	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100
108	1/32	1/40	1/48	1/60	1/68	1/80	1/92	1/100

UNIT	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8
101	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
102	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
103	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
104	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
105	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
106	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
107	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
108	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING E

UNIT	PHASE 8	PHASE 9	PHASE 10	PHASE 11	PHASE 12	PHASE 13	PHASE 14	PHASE 15
101	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108
102	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108
103	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108
104	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108
105	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108
106	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108
107	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108
108	1/40	1/48	1/60	1/68	1/80	1/92	1/100	1/108

UNIT	PHASE 16	PHASE 17	PHASE 18	PHASE 19	PHASE 20	PHASE 21	PHASE 22	PHASE 23
101	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
102	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
103	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
104	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
105	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
106	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
107	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188
108	1/120	1/132	1/140	1/152	1/164	1/176	1/188	1/188

BUILDING F

UNIT	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	PHASE 11	PHASE 12
101	1/48	1/60	1/68	1/80	1/92	1/100	1/108
102	1/48	1/60	1/68	1/80	1/92	1/100	1/108
103	1/48	1/60	1/68	1/80	1/92	1/100	1/108

104	1/48	1/60	1/68	1/80	1/92	1/100	1/108
105	1/48	1/60	1/68	1/80	1/92	1/100	1/108
106	1/48	1/60	1/68	1/80	1/92	1/100	1/108
107	1/48	1/60	1/68	1/80	1/92	1/100	1/108
108	1/48	1/60	1/68	1/80	1/92	1/100	1/108

UNIT	PHASE 13	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/120	1/132	1/140	1/152	1/164	1/176	1/188
102	1/120	1/132	1/140	1/152	1/164	1/176	1/188
103	1/120	1/132	1/140	1/152	1/164	1/176	1/188
104	1/120	1/132	1/140	1/152	1/164	1/176	1/188
105	1/120	1/132	1/140	1/152	1/164	1/176	1/188
106	1/120	1/132	1/140	1/152	1/164	1/176	1/188
107	1/120	1/132	1/140	1/152	1/164	1/176	1/188
108	1/120	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING G

UNIT	PHASE 7	PHASE 8	PHASE 9	PHASE 10	PHASE 11	PHASE 12	PHASE 13
101	1/60	1/68	1/80	1/92	1/100	1/108	1/120
102	1/60	1/68	1/80	1/92	1/100	1/108	1/120
103	1/60	1/68	1/80	1/92	1/100	1/108	1/120
104	1/60	1/68	1/80	1/92	1/100	1/108	1/120
105	1/60	1/68	1/80	1/92	1/100	1/108	1/120
106	1/60	1/68	1/80	1/92	1/100	1/108	1/120
107	1/60	1/68	1/80	1/92	1/100	1/108	1/120
108	1/60	1/68	1/80	1/92	1/100	1/108	1/120
109	1/60	1/68	1/80	1/92	1/100	1/108	1/120
110	1/60	1/68	1/80	1/92	1/100	1/108	1/120
111	1/60	1/68	1/80	1/92	1/100	1/108	1/120
112	1/60	1/68	1/80	1/92	1/100	1/108	1/120

UNIT	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/132	1/140	1/152	1/164	1/176	1/188
102	1/132	1/140	1/152	1/164	1/176	1/188
103	1/132	1/140	1/152	1/164	1/176	1/188
104	1/132	1/140	1/152	1/164	1/176	1/188
105	1/132	1/140	1/152	1/164	1/176	1/188
106	1/132	1/140	1/152	1/164	1/176	1/188
107	1/132	1/140	1/152	1/164	1/176	1/188
108	1/132	1/140	1/152	1/164	1/176	1/188
109	1/132	1/140	1/152	1/164	1/176	1/188
110	1/132	1/140	1/152	1/164	1/176	1/188
111	1/132	1/140	1/152	1/164	1/176	1/188
112	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING H

UNIT	PHASE 8	PHASE 9	PHASE 10	PHASE 11	PHASE 12	PHASE 13
101	1/68	1/80	1/92	1/100	1/108	1/120
102	1/68	1/80	1/92	1/100	1/108	1/120
103	1/68	1/80	1/92	1/100	1/108	1/120
104	1/68	1/80	1/92	1/100	1/108	1/120
105	1/68	1/80	1/92	1/100	1/108	1/120
106	1/68	1/80	1/92	1/100	1/108	1/120
107	1/68	1/80	1/92	1/100	1/108	1/120
108	1/68	1/80	1/92	1/100	1/108	1/120

UNIT	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/132	1/140	1/152	1/164	1/176	1/188
102	1/132	1/140	1/152	1/164	1/176	1/188
103	1/132	1/140	1/152	1/164	1/176	1/188
104	1/132	1/140	1/152	1/164	1/176	1/188
105	1/132	1/140	1/152	1/164	1/176	1/188
106	1/132	1/140	1/152	1/164	1/176	1/188
107	1/132	1/140	1/152	1/164	1/176	1/188
108	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING I

UNIT	PHASE 9	PHASE 10	PHASE 11	PHASE 12	PHASE 13	PHASE 14
101	1/80	1/92	1/100	1/108	1/120	1/132
102	1/80	1/92	1/100	1/108	1/120	1/132
103	1/80	1/92	1/100	1/108	1/120	1/132
104	1/80	1/92	1/100	1/108	1/120	1/132
105	1/80	1/92	1/100	1/108	1/120	1/132
106	1/80	1/92	1/100	1/108	1/120	1/132
107	1/80	1/92	1/100	1/108	1/120	1/132
108	1/80	1/92	1/100	1/108	1/120	1/132
109	1/80	1/92	1/100	1/108	1/120	1/132
110	1/80	1/92	1/100	1/108	1/120	1/132
111	1/80	1/92	1/100	1/108	1/120	1/132
112	1/80	1/92	1/100	1/108	1/120	1/132

UNIT	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/140	1/152	1/164	1/176	1/188
102	1/140	1/152	1/164	1/176	1/188
103	1/140	1/152	1/164	1/176	1/188
104	1/140	1/152	1/164	1/176	1/188

105	1/140	1/152	1/164	1/176	1/188
106	1/140	1/152	1/164	1/176	1/188
107	1/140	1/152	1/164	1/176	1/188
108	1/140	1/152	1/164	1/176	1/188
109	1/140	1/152	1/164	1/176	1/188
110	1/140	1/152	1/164	1/176	1/188
111	1/140	1/152	1/164	1/176	1/188
112	1/140	1/152	1/164	1/176	1/188

BUILDING J

UNIT	PHASE 10	PHASE 11	PHASE 12	PHASE 13	PHASE 14
101	1/92	1/100	1/108	1/120	1/132
102	1/92	1/100	1/108	1/120	1/132
103	1/92	1/100	1/108	1/120	1/132
104	1/92	1/100	1/108	1/120	1/132
105	1/92	1/100	1/108	1/120	1/132
106	1/92	1/100	1/108	1/120	1/132
107	1/92	1/100	1/108	1/120	1/132
108	1/92	1/100	1/108	1/120	1/132
109	1/92	1/100	1/108	1/120	1/132
110	1/92	1/100	1/108	1/120	1/132
111	1/92	1/100	1/108	1/120	1/132
112	1/92	1/100	1/108	1/120	1/132

UNIT	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/140	1/152	1/164	1/176	1/188
102	1/140	1/152	1/164	1/176	1/188
103	1/140	1/152	1/164	1/176	1/188
104	1/140	1/152	1/164	1/176	1/188
105	1/140	1/152	1/164	1/176	1/188
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108	1/140	1/152	1/164	1/176	1/188
109	1/140	1/152	1/164	1/176	1/188
110	1/140	1/152	1/164	1/176	1/188
111	1/140	1/152	1/164	1/176	1/188
112	1/140	1/152	1/164	1/176	1/188

BUILDING K

UNIT	PHASE 11	PHASE 12	PHASE 13	PHASE 14	PHASE 15
101	1/100	1/108	1/120	1/132	1/140
102	1/100	1/108	1/120	1/132	1/140
103	1/100	1/108	1/120	1/132	1/140
104	1/100	1/108	1/120	1/132	1/140
105	1/100	1/108	1/120	1/132	1/140
106	1/100	1/108	1/120	1/132	1/140
107	1/100	1/108	1/120	1/132	1/140
108	1/100	1/108	1/120	1/132	1/140

UNIT	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/152	1/164	1/176	1/188
102	1/152	1/164	1/176	1/188
103	1/152	1/164	1/176	1/188
104	1/152	1/164	1/176	1/188
105	1/152	1/164	1/176	1/188
106	1/152	1/164	1/176	1/188
107	1/152	1/164	1/176	1/188
108	1/152	1/164	1/176	1/188

BUILDING L

UNIT	PHASE 12	PHASE 13	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
102	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
103	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
104	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
105	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
106	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
107	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
108	1/108	1/120	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING M

UNIT	PHASE 12	PHASE 13	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
102	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
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104	1/120	1/132	1/140	1/152	1/164	1/176	1/188	
105	1/120	1/132	1/140	1/152	1/164	1/176	1/188	

106	1/120	1/132	1/140	1/152	1/164	1/176	1/188
107	1/120	1/132	1/140	1/152	1/164	1/176	1/188
108	1/120	1/132	1/140	1/152	1/164	1/176	1/188
109	1/120	1/132	1/140	1/152	1/164	1/176	1/188
110	1/120	1/132	1/140	1/152	1/164	1/176	1/188
111	1/120	1/132	1/140	1/152	1/164	1/176	1/188
112	1/120	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING N

UNIT	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/132	1/140	1/152	1/164	1/176	1/188
102	1/132	1/140	1/152	1/164	1/176	1/188
103	1/132	1/140	1/152	1/164	1/176	1/188
104	1/132	1/140	1/152	1/164	1/176	1/188
105	1/132	1/140	1/152	1/164	1/176	1/188
106	1/132	1/140	1/152	1/164	1/176	1/188
107	1/132	1/140	1/152	1/164	1/176	1/188
108	1/132	1/140	1/152	1/164	1/176	1/188
109	1/132	1/140	1/152	1/164	1/176	1/188
110	1/132	1/140	1/152	1/164	1/176	1/188
111	1/132	1/140	1/152	1/164	1/176	1/188
112	1/132	1/140	1/152	1/164	1/176	1/188

BUILDING O

UNIT	PHASE 16	PHASE 17	PHASE 18	PHASE 19
101	1/140	1/152	1/164	1/176
102	1/140	1/152	1/164	1/176
103	1/140	1/152	1/164	1/176
104	1/140	1/152	1/164	1/176
105	1/140	1/152	1/164	1/176
106	1/140	1/152	1/164	1/176
107	1/140	1/152	1/164	1/176
108	1/140	1/152	1/164	1/176

BUILDING P

UNIT	PHASE 17	PHASE 18	PHASE 19
101	1/152	1/164	1/176
102	1/152	1/164	1/176
103	1/152	1/164	1/176
104	1/152	1/164	1/176
105	1/152	1/164	1/176

106	1/152	1/164	1/176	1/188
107	1/152	1/164	1/176	1/188
108	1/152	1/164	1/176	1/188
109	1/152	1/164	1/176	1/188
110	1/152	1/164	1/176	1/188
111	1/152	1/164	1/176	1/188
112	1/152	1/164	1/176	1/188

BUILDING O

UNIT	PHASE 1	PHASE 2	PHASE 3
101	1/164	1/176	1/188
102	1/164	1/176	1/188
103	1/164	1/176	1/188
104	1/164	1/176	1/188
105	1/164	1/176	1/188
106	1/164	1/176	1/188
107	1/164	1/176	1/188
108	1/164	1/176	1/188
109	1/164	1/176	1/188
110	1/164	1/176	1/188
111	1/164	1/176	1/188
112	1/164	1/176	1/188

BUILDING R

UNIT	PHASE 1	PHASE 2
101	1/176	1/188
102	1/176	1/188
103	1/176	1/188
104	1/176	1/188
105	1/176	1/188
106	1/176	1/188
107	1/176	1/188
108	1/176	1/188
109	1/176	1/188
110	1/176	1/188
111	1/176	1/188
112	1/176	1/188

EXHIBIT "I(a)"

TO

DECLARATION OF CONDOMINIUM
THE COVE AT FRENCH VILLAS, A CONDOMINIUM

(Legal Description of Phase 1)

BUILDING A-2

A portion of Tract "A" of THE COVE AT FRENCH VILLAS, according to the Plat thereof, as recorded in Plat Book 165, at Page 8, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Tract A; thence run North 87°33'28" East along the North line of said Tract A for a distance of 265.81 feet to a point; thence run South 02°26'32" East for a distance of 300.50 feet to the Point of Beginning of the parcel of land hereinafter described, thence continue South 02°26'32" East for a distance of 49.67 feet to a point; thence run North 87°33'28" East for a distance of 103.34 feet to a point; thence run North 02°26'32" East for a distance of 49.67 feet to a point; thence run South 87°33'32" West for a distance of 103.34 feet to the Point of Beginning.

(Legal Description of Phase 2)

BUILDING A-3

A portion of Tract "A" of THE COVE AT FRENCH VILLAS, according to the Plat thereof, as recorded in Plat Book 165, at Page 8, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Tract A; thence run North 87°33'28" East along the North line of said Tract A for a distance of 384.16 feet to a point; thence run South 02°26'32" East for a distance of 300.50 feet to the Point of Beginning of the parcel of land hereinafter described, thence continue South 02°26'32" East for a distance of 49.67 feet to a point; thence run North 87°33'28" East for a distance of 103.34 feet to a point; thence run North 02°26'32" East for a distance of 49.67 feet to a point; thence run South 87°33'32" West for a distance of 103.34 feet to the Point of Beginning.

EXHIBIT "II"

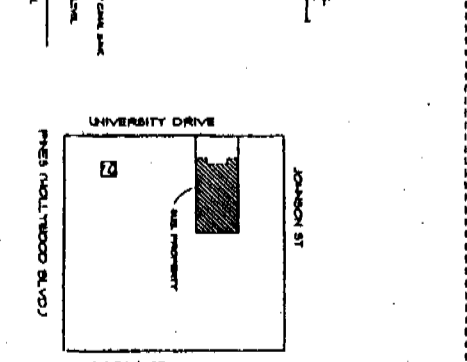
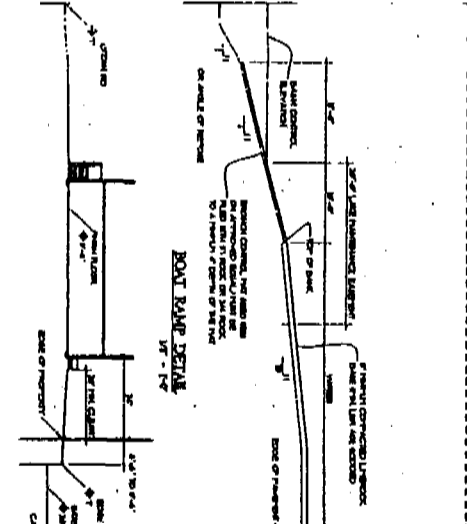
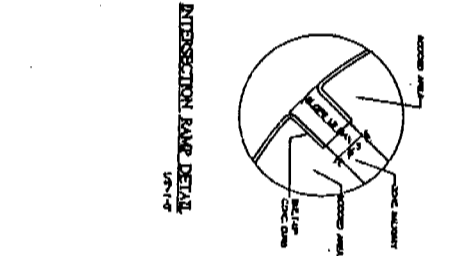
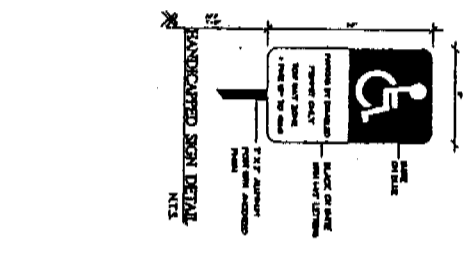
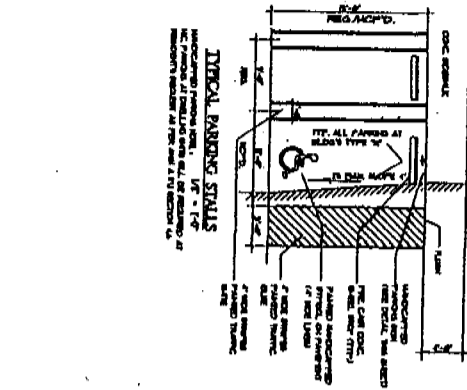
TO

DECLARATION OF CONDOMINIUM

THE COVE AT FRENCH VILLAS, A CONDOMINIUM

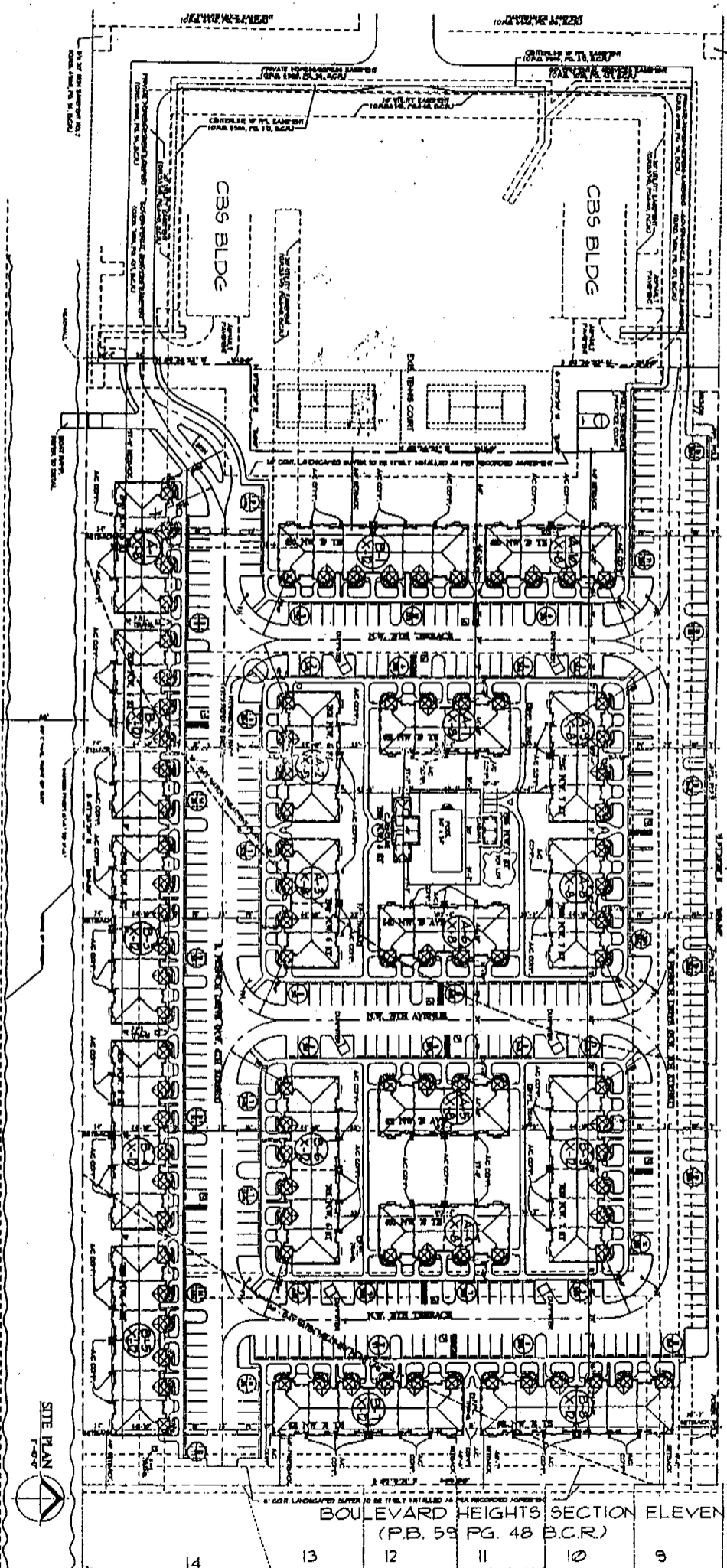
(Plot Plan, Survey, Floor Plans and Graphic Description)

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ZONING LEGEND

RESIDENTIAL SINGLE-FAMILY (R-1)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
RESIDENTIAL MEDIUM-DENSITY (R-2)	MINIMUM LOT AREA: 5,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 5 FT.
RESIDENTIAL HIGH-DENSITY (R-3)	MINIMUM LOT AREA: 2,500 SQ. FT.	MINIMUM FRONT YARD SETBACK: 3 FT.
COMMERCIAL GENERAL (C-1)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
COMMERCIAL MEDIUM-DENSITY (C-2)	MINIMUM LOT AREA: 5,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 5 FT.
COMMERCIAL HIGH-DENSITY (C-3)	MINIMUM LOT AREA: 2,500 SQ. FT.	MINIMUM FRONT YARD SETBACK: 3 FT.
INDUSTRIAL GENERAL (I-1)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
INDUSTRIAL MEDIUM-DENSITY (I-2)	MINIMUM LOT AREA: 5,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 5 FT.
INDUSTRIAL HIGH-DENSITY (I-3)	MINIMUM LOT AREA: 2,500 SQ. FT.	MINIMUM FRONT YARD SETBACK: 3 FT.
OFFICE (O)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
RETAIL (R)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
RESTAURANT (R)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
RECREATION (R)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
SERVICE (S)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.
UNIVERSITY (U)	MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YARD SETBACK: 10 FT.



PENROCK PINES WATER TREATMENT PLANT

PENROCK PINES-CITY PARK

BOULEVARD HEIGHTS SECTION ELEVEN
 (PB. 59 PG. 48 B.C.R.)
 BLOCK 9

THE COVE AT FRENCH VILLAS CONDOMINIUMS
 PENSACOLA, FLORIDA

BGA DESIGN GROUP

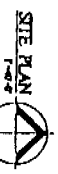
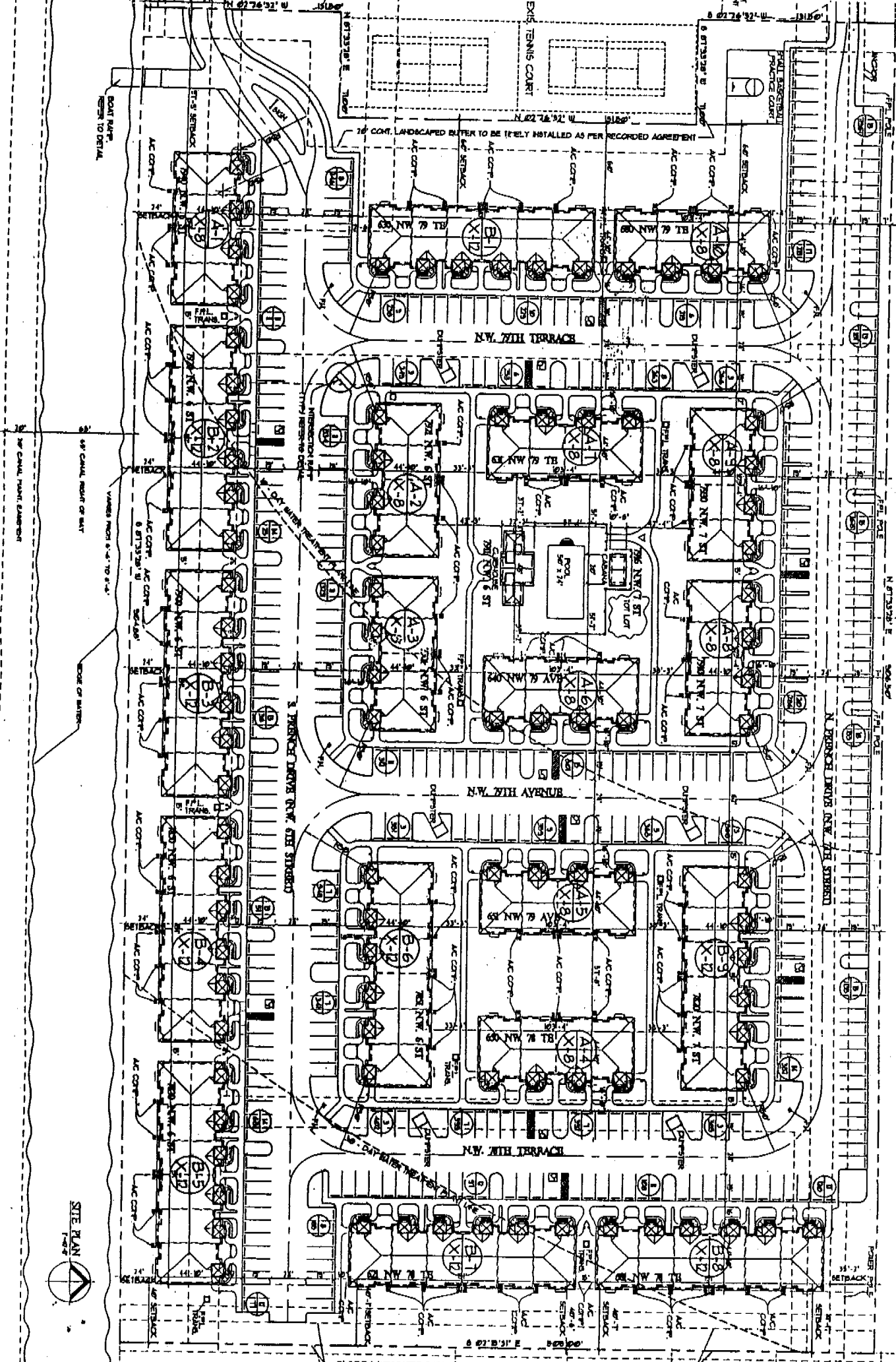
- ARCHITECTURE
- LAND PLANNING
- INTERIOR
- CONSTRUCTION MANAGEMENT



PEMBROKE PINES WATER TREATMENT PLANT

PEMBROKE PINES-CITY PARK

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THE COVE AT FRENCH VILLAS
CONDOMINIUMS
PEMBROKE PINES, FLORIDA

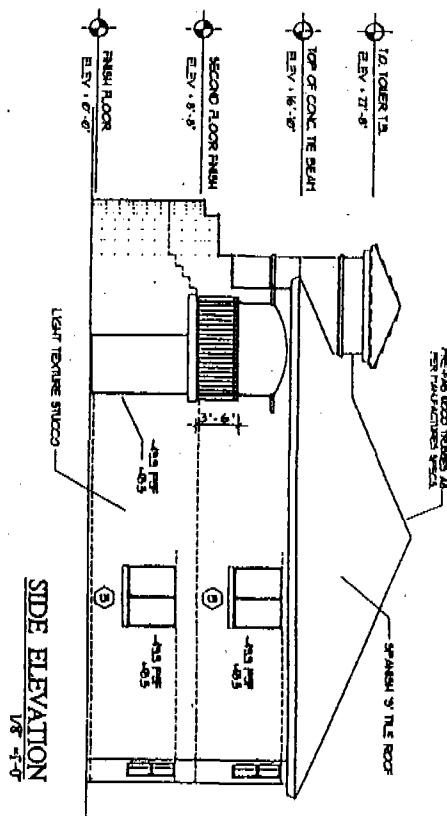
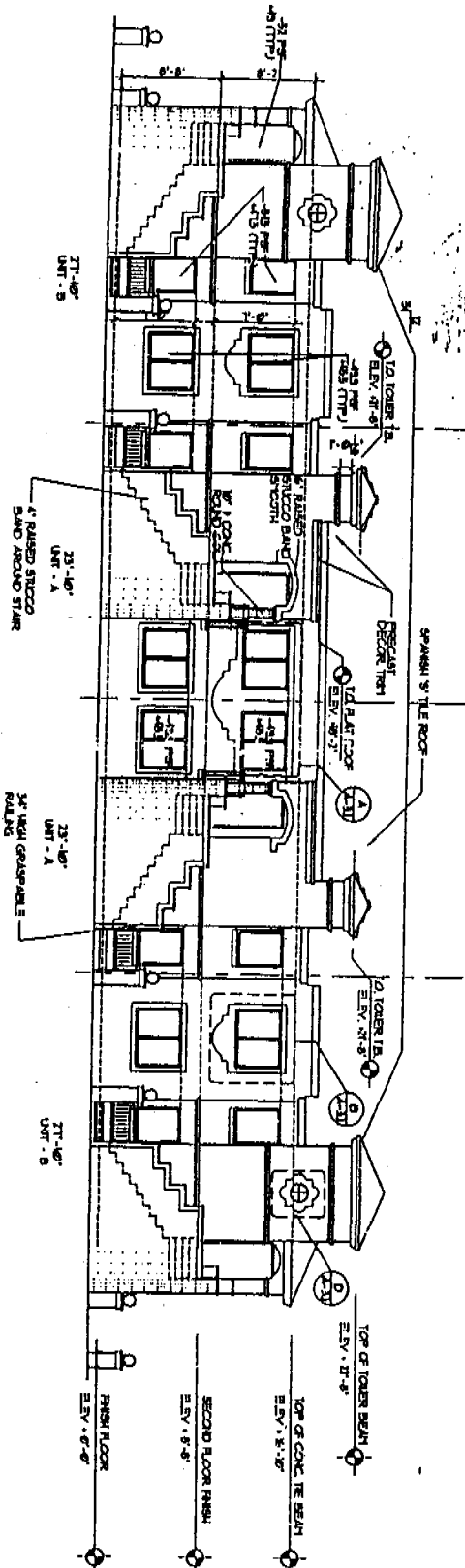
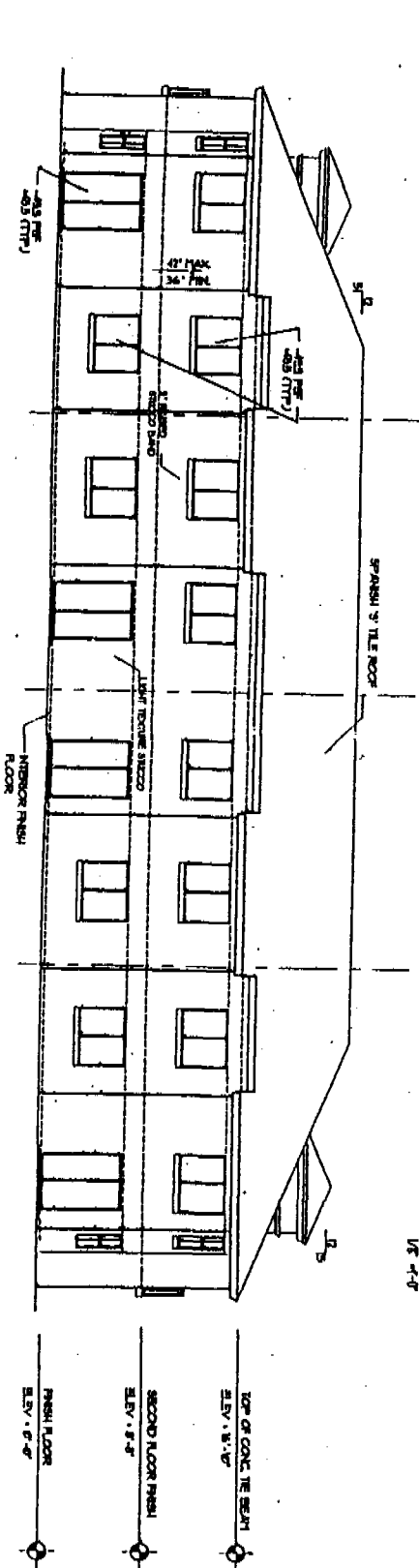
1	ARCHITECTURE
2	LAND PLANNING
3	INTERIORS
4	CONSTRUCTION MANAGEMENT

DESIGN GROUP
1111 N. W. 7th Avenue
Pembroke Pines, FL 33024
TEL: 305-438-1111
FAX: 305-438-1112



A-1

Small text disclaimer at the top of the page regarding the design and construction of the project.



DOOR ELEVATIONS

THE COVE AT FRENCH VILLAS CONDOMINIUMS

PEMBROKE PINES, FLORIDA

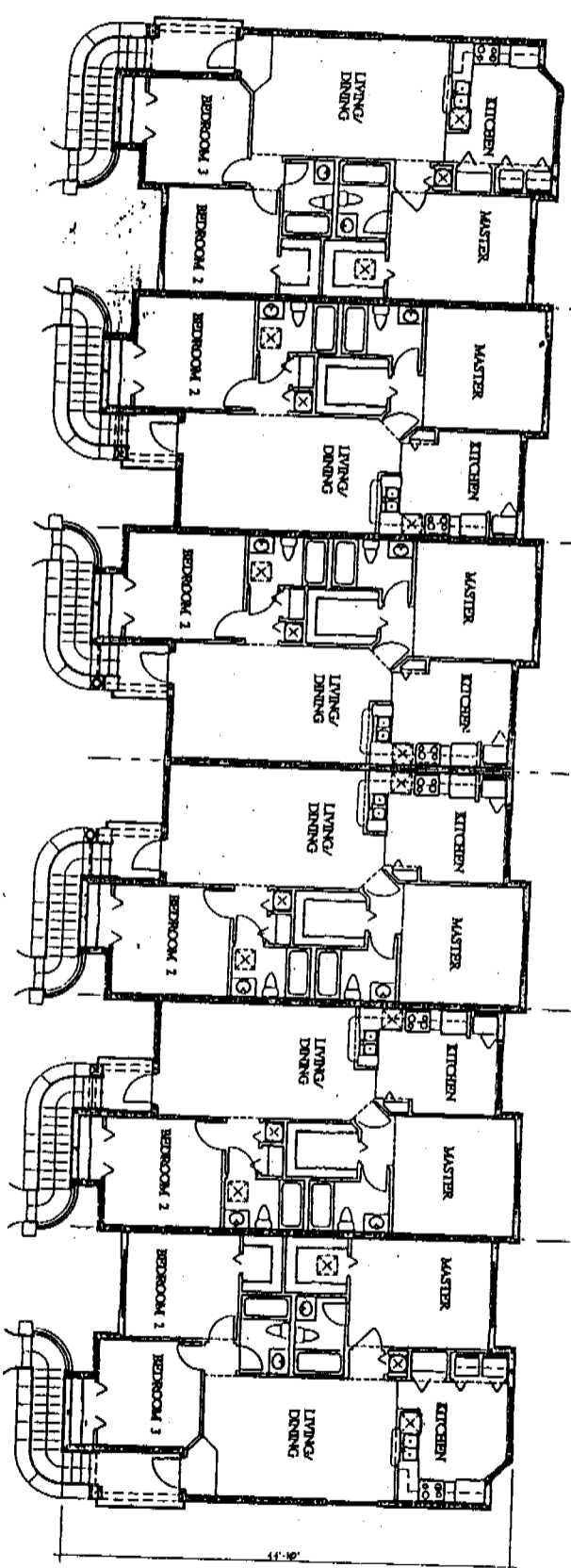
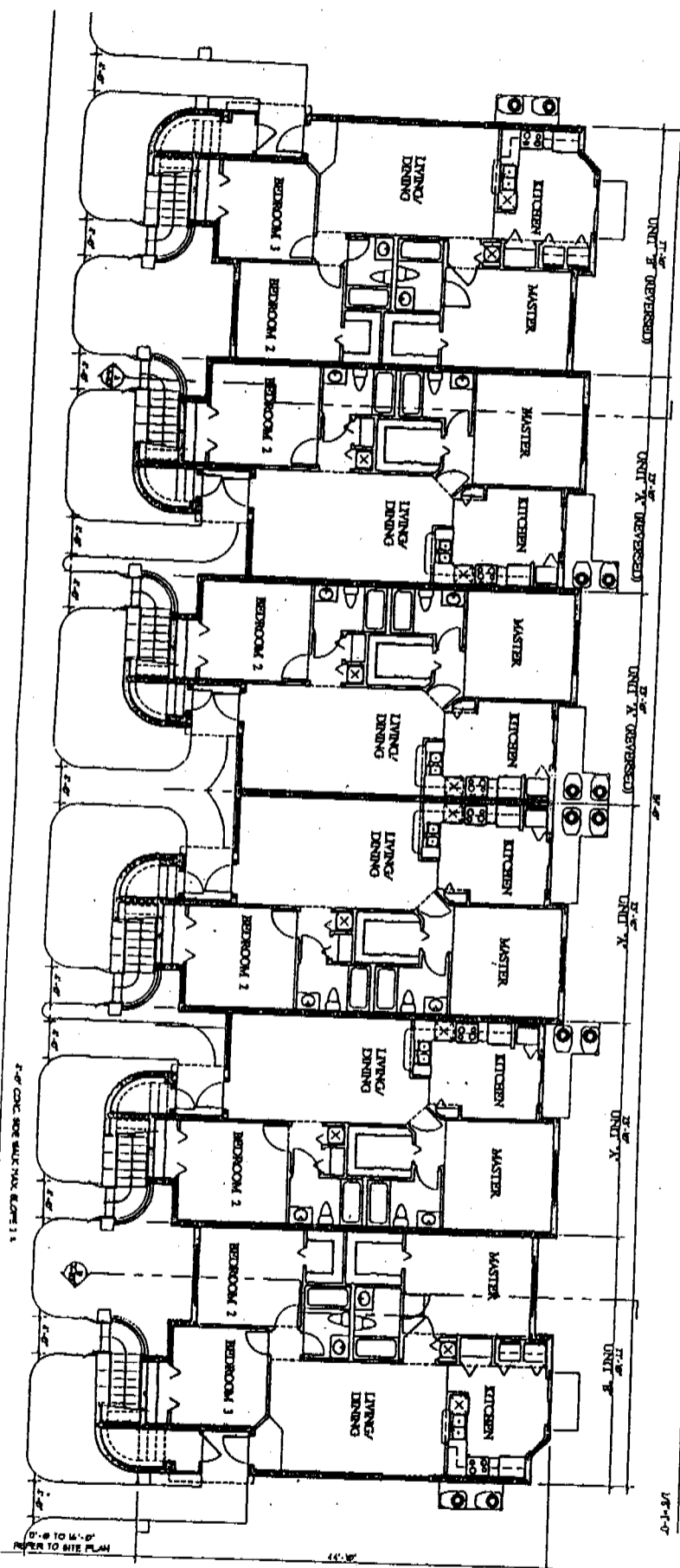
- ARCHITECTURE
- LANDSCAPE
- INTERIOR
- CONSTRUCTION MANAGEMENT

BGA DESIGN GROUP

ARCHITECTS AND PLANNERS
1000 W. PALM BLVD., SUITE 100
FALLS CHURCH, VA 22034



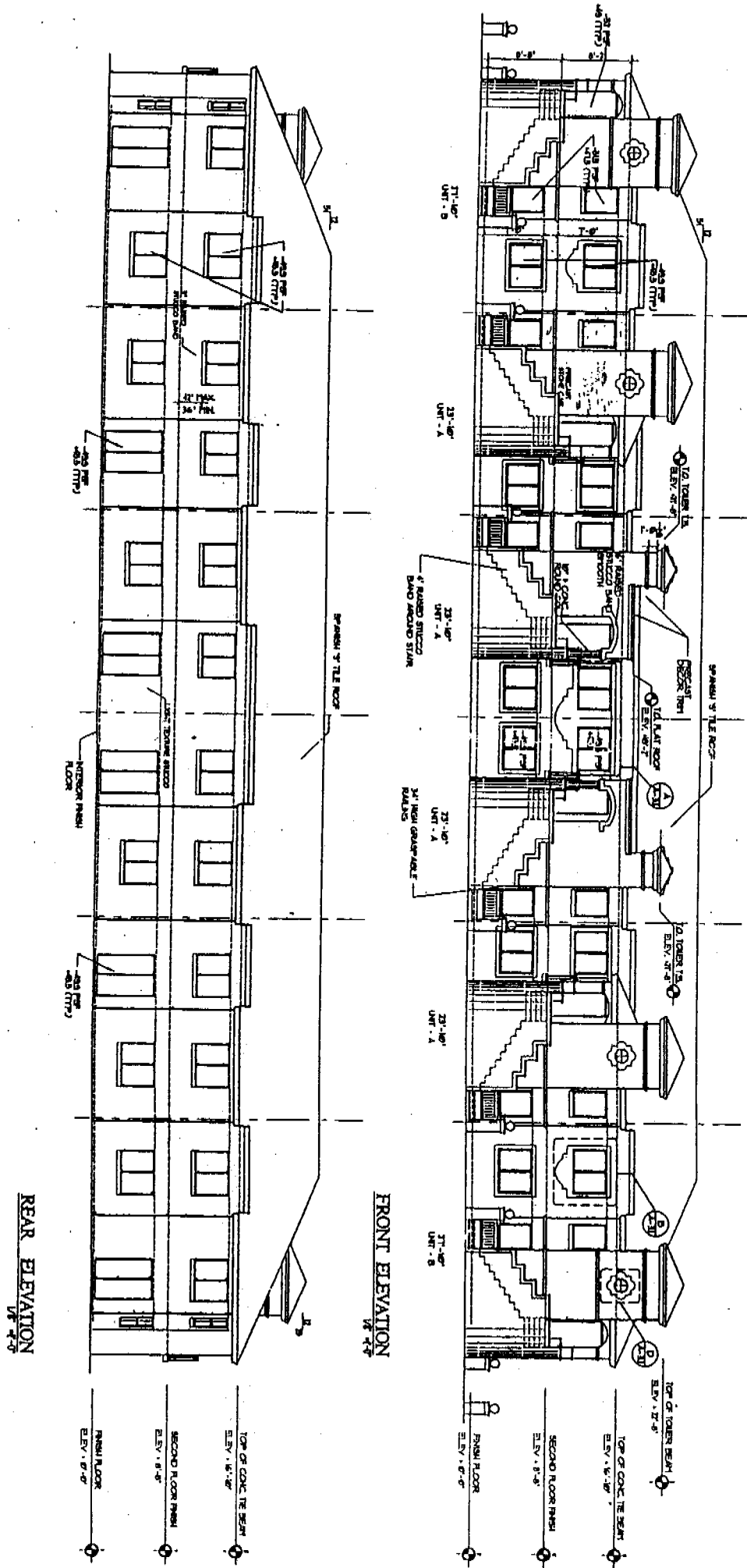
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SECOND FLOOR PLAN
15-11-17

<p>THE COVE AT FRENCH VILLAS CONDOMINIUMS PINEBLAKE PINNACLES, FLORIDA</p>		<ul style="list-style-type: none"> ■ ARCHITECTURE ■ LAND PLANNING ■ INTERIOR ■ CONSTRUCTION ADMINISTRATION 	<p>BGA DESIGN GROUP 1401 N. W. 13TH AVENUE, SUITE 100 MIAMI, FLORIDA 33136 PH: 305-486-1100 FAX: 305-486-1101 WWW.BGADG.COM</p>	
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BGA DESIGN GROUP, INC. in plans, design, arrangements and plans submitted or represented by the architect as actual by and on the property of BGA Design Group, Inc. and was created, revised and developed for use on, and in connection with the specified project. These plans, design, arrangements and plans are to be used only as the basis for construction and shall not be used for any other purpose without the written consent of BGA DESIGN GROUP, INC. These drawings are those of the architect and shall have precedence over all other drawings. Contractor shall verify and be responsible for all dimensions and conditions on the job. BGA DESIGN GROUP, INC. shall be automatically and exclusively liable for the accuracy and completion of these drawings. Field verify all conditions prior to laying out or fabricating mechanical work, being to the architect's attention any deviations from designed conditions and field conditions prior to starting material and setting work, and cooperate with architect to comply with conditions as per contract documents. Any amount to the architect's office and reviewed by architect prior to ordering materials, fabrication and delivery to the job site, unless otherwise provided for under the specific contract agreement between the architect and the client.



ELEVATIONS

THE COVE AT FRENCH VILLAS
CONDOMINIUMS

PINBAROCK PUNTA FLORIDA

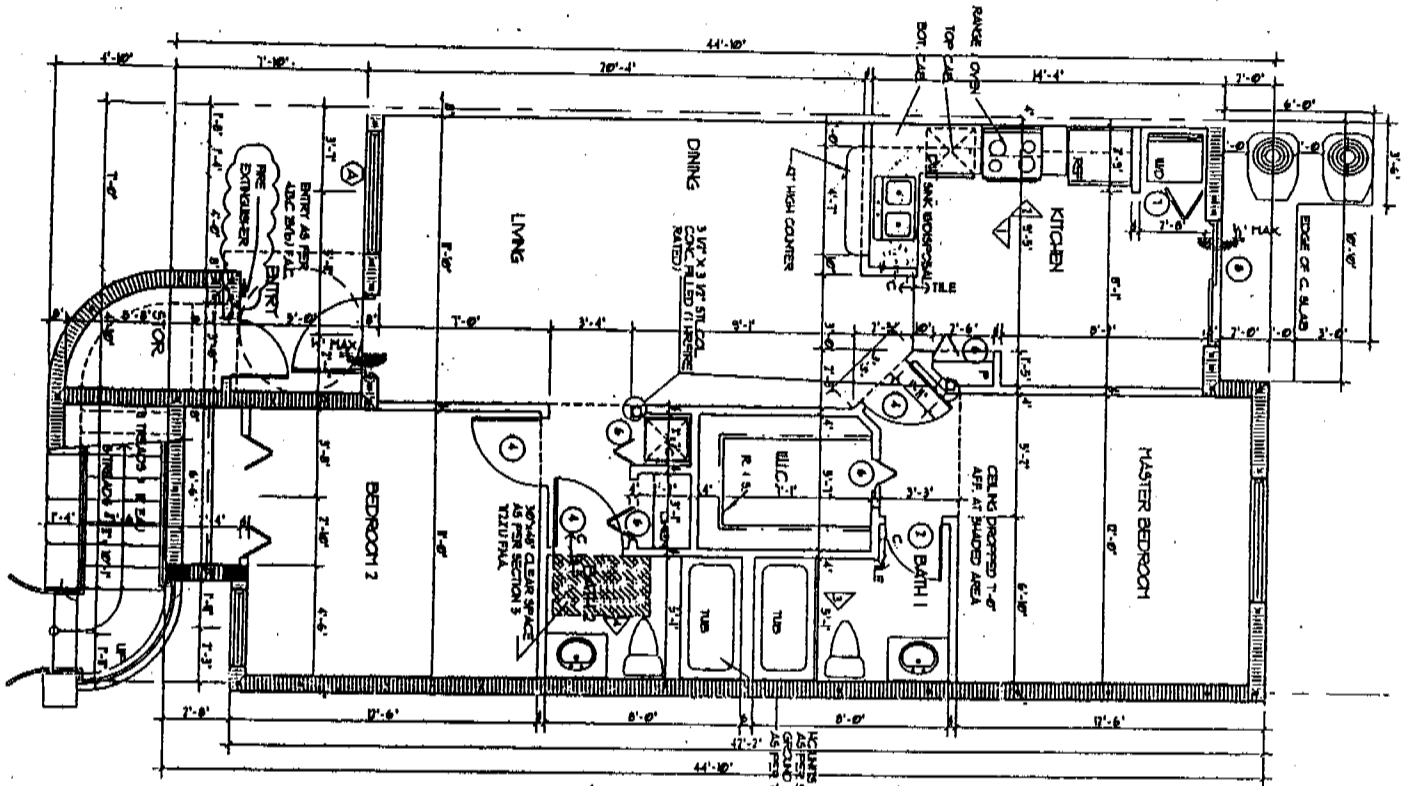
- ARCHITECTURE
- LAND PLANNING
- INTERIORS
- ENVIRONMENTAL

BGA DESIGN GROUP
1001 W. 15th Street, Suite 100
Punta Gorda, FL 33950
Phone: 888-368-3636 FAX: 888-368-3636

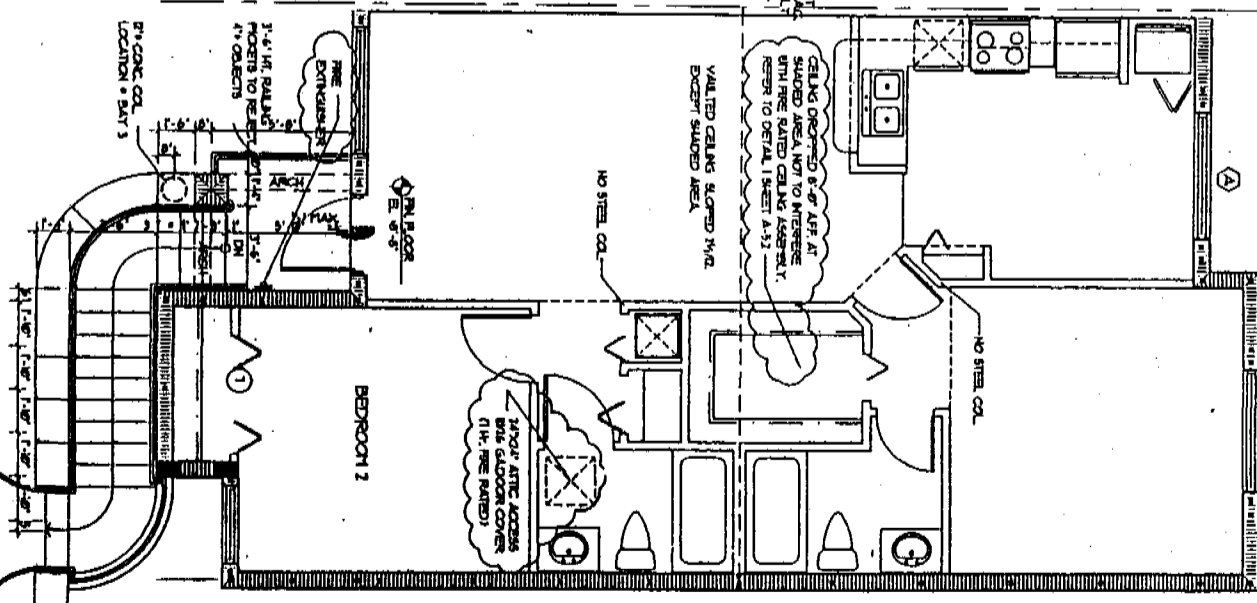


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GROUND FLOOR PLAN
1/8" = 1'-0"

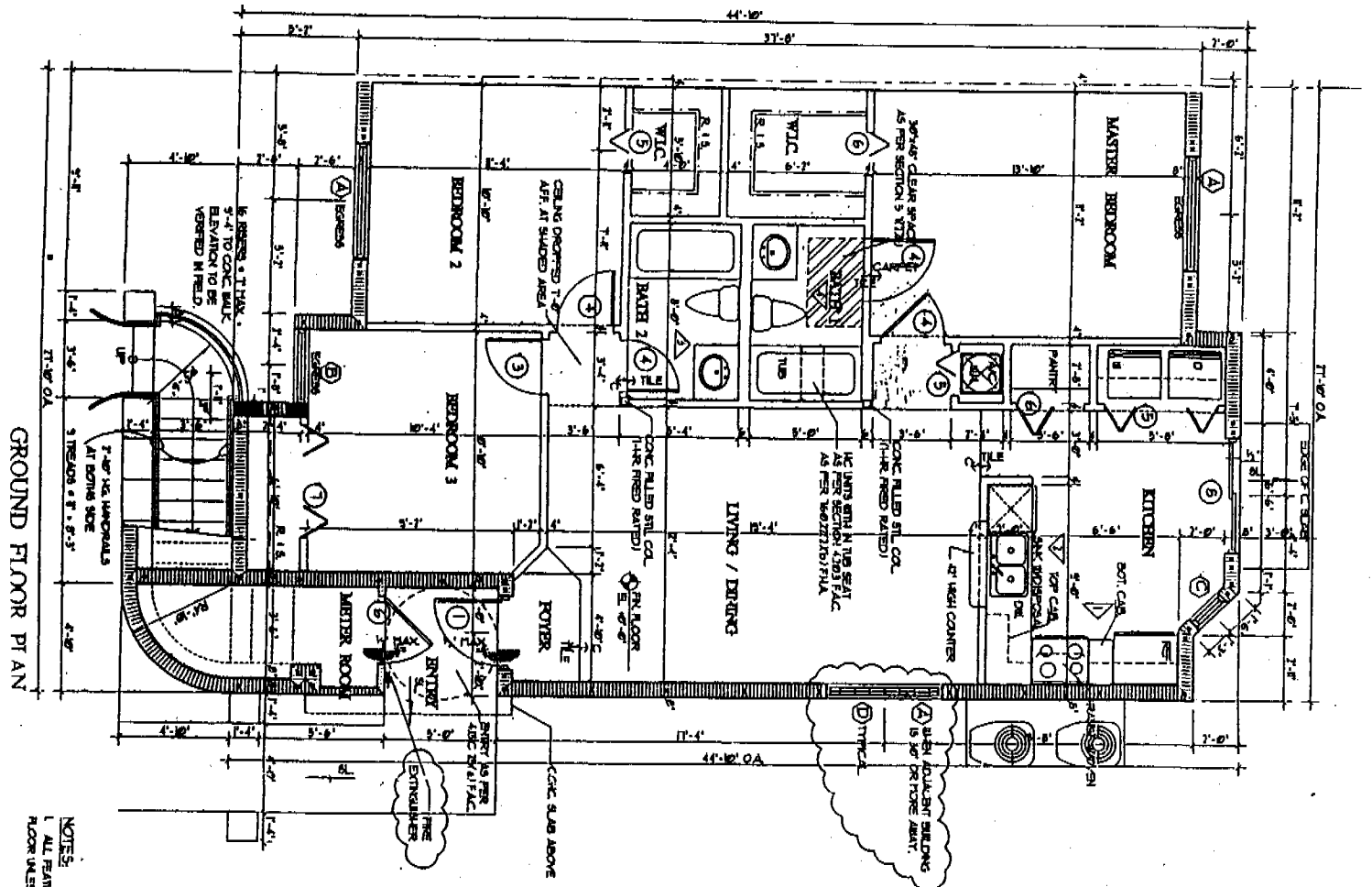


SECOND FLOOR PLAN
1/8" = 1'-0"

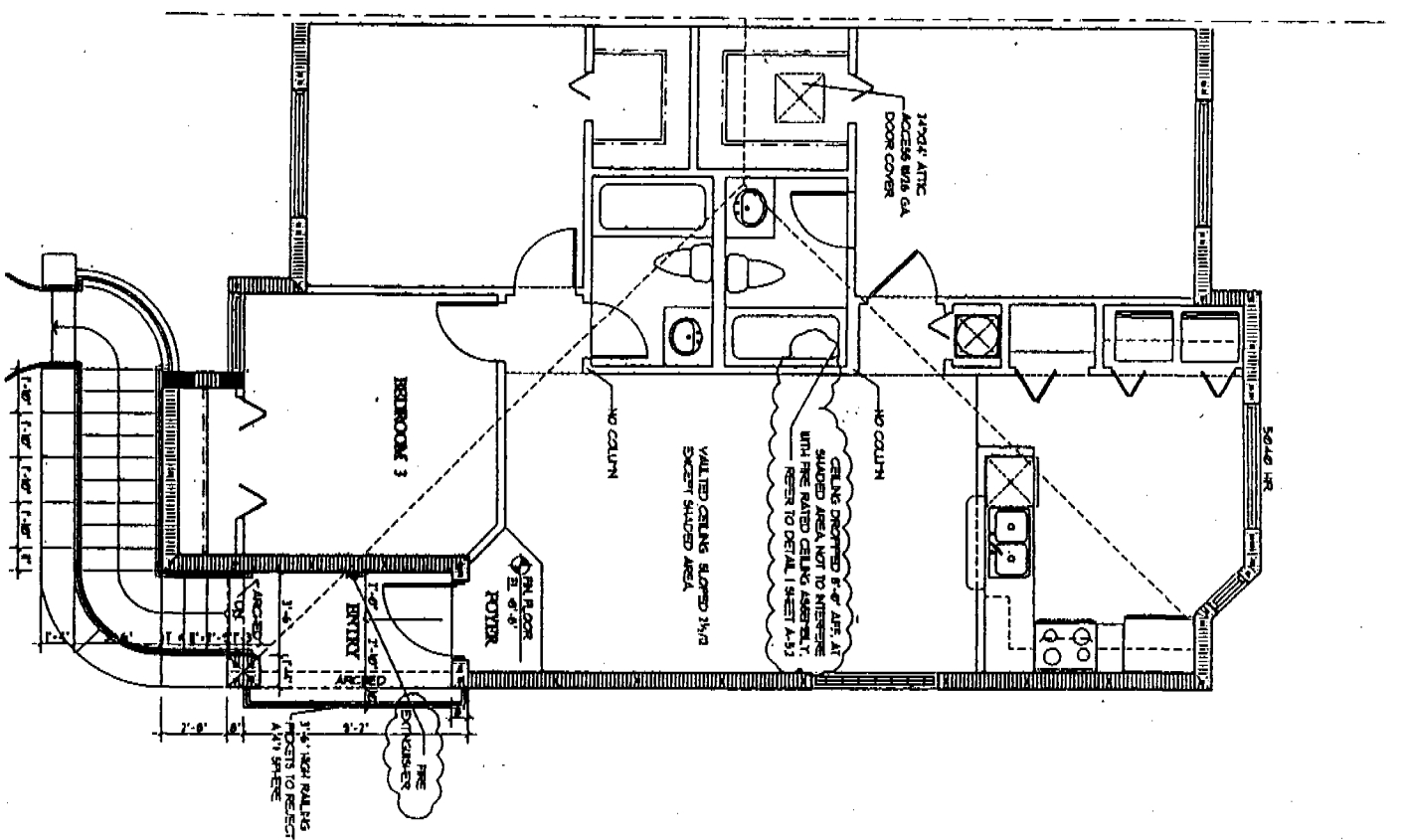


<p>THE COVE AT FRENCH VILLAS CONDOMINIUMS</p> <p>PIERREBORO PINES, FLORIDA</p>		<p>■ UNIT NUMBER</p> <p>■ UNIT FLOOR</p> <p>■ ENTRANCE</p> <p>■ CONSTRUCTION</p>	<p>BGA DESIGN GROUP</p> <p>1001 W. 17th Street, Suite 100 Miami, FL 33135 Tel: 305-555-1234</p>	
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NOT TO SCALE. BGA DESIGN GROUP, INC. All other design, engineering, and plan related or represented by this drawing as stated by and on the property of Section 1 Taylor Architects Inc. and was created, reviewed and developed by us on and in connection with the specific project. These notes, drawings, engineering, and plan are not to be used, modified, or reprinted without the written permission of BGA DESIGN GROUP, INC. or Taylor Architects Inc. as stated above. In these drawings, all dimensions are given in feet and inches. Consider all dimensions and be responsible for all dimensions and components on the plan. BGA DESIGN GROUP, INC. shall be notified immediately in writing of any errors, omissions, and conditions shown by these drawings. Field verify all conditions prior to laying out or fabricating components and, bring to the architect's attention any deviations from design positions and field conditions prior to starting work and coordinate with architect to verify with conditions of the architectural plan. All work shall be completed in accordance with the plan and specifications provided for under the specific contract agreement between the architect and the client.



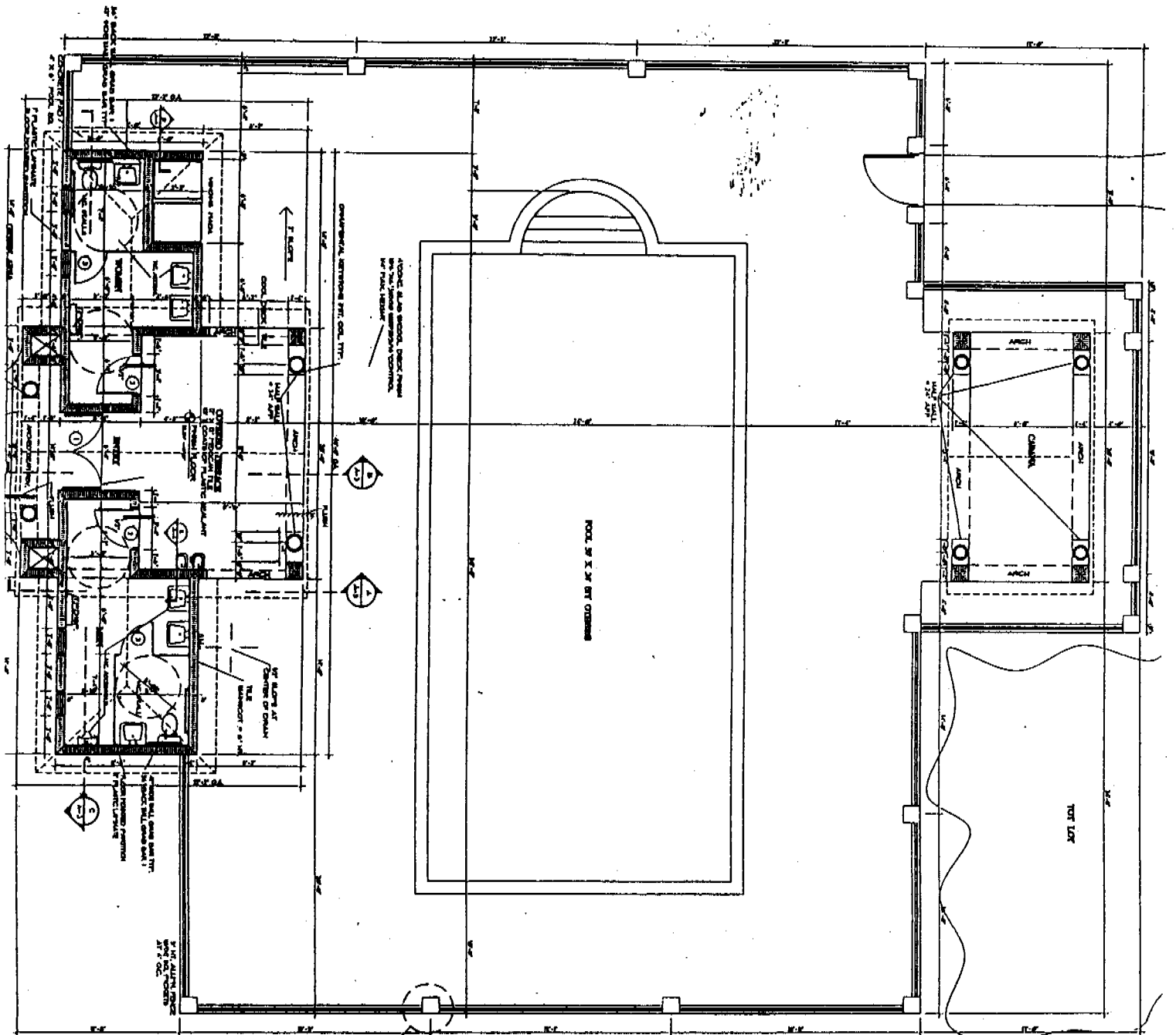
NOTES:
 1. ALL FEATURES AND DIMENSIONS IDENTICAL TO GROUND FLOOR UNLESS OTHERWISE NOTED.



L 10

<p>THE COVE AT FRENCH VILLAS CONDOMINIUMS</p> <p>POMEROY PARK, FLORIDA</p>	<ul style="list-style-type: none"> ■ ARCHITECT ■ LAND PLANNING ■ INTERIOR ■ CONTRACTOR MANAGEMENT 	<p>BGA DESIGN GROUP 1101 N. WINDY RIDGE DR. SUITE 200 AUSTIN, TEXAS 78746</p> <p>PH: 512-336-9898 FAX: 512-336-9899</p>	
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GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF THE STATE OF FLORIDA AND THE CITY OF PALM BEACH.
3. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
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8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

<p>THE COVE AT FRENCH VILLAS CLUBHOUSE</p> <p>FLORIDA BEACH, FLORIDA</p>	<p> <input type="checkbox"/> ARCHITECTURE <input type="checkbox"/> LAND PLANNING <input type="checkbox"/> INTERIORS <input type="checkbox"/> CONSULTING ENGINEER </p>	<p>BGA DESIGN GROUP</p> <p>1800 S. FEDERAL AVE., SUITE 100 FORT LAUDERDALE, FL 33304</p> <p>TELEPHONE: 954.371.1234 FAX: 954.371.1235 WWW.BGADGROUP.COM</p>
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EXHIBIT "III"

TO

DECLARATION OF CONDOMINIUM

THE COVE AT FRENCH VILLAS, A CONDOMINIUM

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

EXHIBIT "III"
THE COVE AT FRENCH VILLAS, A CONDOMINIUM

PHASE ONE

UNIT TYPE
Type A Unit - 4 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/8 fractional interest for each Unit

PHASE TWO

UNIT TYPE
Type A Unit - 4 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/16 fractional interest for each Unit

PHASE THREE

UNIT TYPE
Type A Unit - 4 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/24 fractional interest for each Unit

PHASE FOUR

UNIT TYPE
Type A Unit - 4 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/32 fractional interest for each Unit

PHASE FIVE

UNIT TYPE
Type A Unit - 4 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/40 fractional interest for each Unit

PHASE SIX

UNIT TYPE
Type A Unit - 4 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/48 fractional interest for each Unit

PHASE SEVEN

UNIT TYPE
Type A Unit - 8 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/60 fractional interest for each Unit

PHASE EIGHT

UNIT TYPE
Type A Unit - 4 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/68 fractional interest for each Unit

PHASE NINE

UNIT TYPE
Type A Unit - 8 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/80 fractional interest for each Unit

PHASE TEN

UNIT TYPE
Type A Unit - 8 Units
Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST
1/92 fractional interest for each Unit

PHASE ELEVENUNIT TYPE

Type A Unit - 4 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/100 fractional interest for each Unit

PHASE TWELVEUNIT TYPE

Type A Unit - 4 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/108 fractional interest for each Unit

PHASE THIRTEENUNIT TYPE

Type A Unit - 8 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/120 fractional interest for each Unit

PHASE FOURTEENUNIT TYPE

Type A Unit - 8 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/132 fractional interest for each Unit

PHASE FIFTEENUNIT TYPE

Type A Unit - 4 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/140 fractional interest for each Unit

PHASE SIXTEENUNIT TYPE

Type A Unit - 8 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/152 fractional interest for each Unit

PHASE SEVENTEENUNIT TYPE

Type A Unit - 8 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/164 fractional interest for each Unit

PHASE EIGHTEENUNIT TYPE

Type A Unit - 8 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/176 fractional interest for each Unit

PHASE NINETEENUNIT TYPE

Type A Unit - 8 Units
 Type B Unit - 4 Units

UNIT FRACTIONAL INTEREST

1/188 fractional interest for each Unit

EXHIBIT "IV"

TO

DECLARATION OF CONDOMINIUM

THE COVE AT FRENCH VILLAS, A CONDOMINIUM

(Articles of Incorporation of The Cove at French Villas Condominium Association, Inc.)

ARTICLES OF INCORPORATION

OF

THE COVE AT FRENCH VILLAS CONDOMINIUM ASSOCIATION, INC.
a corporation not-for-profit

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

ARTICLE I

Name and Definitions

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

ARTICLE II

Purpose

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

All the land described as The Cove At French Villas, according to the Plat thereof, as recorded in Plat Book 165, at Page 6, of the Public Records of Broward County, Florida.

and the Association shall operate and administer said Condominium and carry out the functions and duties of said Condominium as set forth in the Declaration of Condominium of The Cove at French Villas Condominium, when recorded in the Public Records of Broward County, Florida.

ARTICLE III

Powers

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

3.1 Enumeration. The Association shall have all of the powers and duties set forth in the Florida Condominium Act, these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time.

3.2 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

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

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

3.5 Specific Powers. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which is formed is to provide for maintenance, preservation and architectural control of the units and Common Elements within that certain tract of property described above in Article II, and to promote for the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles including, but not limited to, the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Broward County, Florida, and as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein.

(b) To fix, levy, collect and enforce payments, all charges or assessments pursuant to the terms of the Declaration by any lawful means; and to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property within the jurisdiction of this Association.

(c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) To borrow money, and with the assent of two-thirds (2/3rds) of all members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that such annexation shall be in accordance with the provisions of the Declaration and any such merger or consolidation shall have the assent of two-thirds (2/3rds) of all the members.

(f) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members agreeing to such dedication, sale or transfer.

(g) The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of the units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by: (a) recording in the Public Records of Broward County, Florida, a certificate of the Association stating the approval required by the Declaration, (b) recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the members, and (c) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4 No officer, director, or member shall be personally liable for any debt or other obligation of the Association, except as provided for in the Declaration of Condominium, the By-Laws, and the Articles of Incorporation.

4.5 Each member shall be restricted to one (1) vote, except in all elections for directors, each member shall have the right to vote, in person or by proxy, as set forth in the By-Laws.

4.6 A Membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the unit or lot. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot in the management of the affairs of the Association in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single lot or unit in the Condominium.

4.7 Subject to the provisions of Section 4.6 above, every person or entity who is a record owner of a fee or undivided fee interest in any unit within the Condominium shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership

of any unit which is subject to assessment by the Association. Such membership shall automatically terminate when such person is no longer the record owner of the condominium unit.

4.8 Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that is filed for the Condominium among the Public Records of Broward County, Florida.

ARTICLE V

Duration

The period for duration of this Association shall be perpetual.

ARTICLE VI

Directors

6.1 Number and Qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors must be members of the Association, except for the initial members of the board of directors.

6.2 Duties and Powers. All of the duties and powers of the Association existing under the Florida Condominium Act, Declaration of Condominium, 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 that is specifically required.

6.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

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

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

Kenneth Goldring	3740 NW 78 th Street Miami, Florida 33147
Pedro Garcia-Carrillo, Sr.	14425 Country Walk Drive Miami, Florida 33186
Michael A. Garcia-Carrillo	14425 Country Walk Drive Miami, Florida 33186

ARTICLE VII

Officers

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

Kenneth Goldring	President
Pedro Garcia-Carrillo, Sr.	Vice-President
Michael A. Garcia-Carrillo	Secretary

ARTICLE VIII

By-Laws

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

Prior to the time that the Declaration has been recorded, said first board of directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in Article II hereinabove has been approved for condominium ownership by the filing with the State Bureau of Condominiums, the By-Laws may be amended, altered, supplemented, or modified by the membership, at the annual meeting, or at a duly convened special meeting of the membership, attended by at least seventy-five percent (75%) of the entire membership.

ARTICLE IX

Amendments

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

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

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, the approvals must be either:

(a) Not less than seventy-five percent (75%) of the votes of the entire membership of the board of directors and not less than two-thirds (2/3rds) of the votes of the entire membership of the Association; or

(b) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Section 3.3 or 3.5 of Article III, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Broward County, Florida.

9.5 Amendments by Developer. Prior to the time that the Declaration has been recorded, the first board of directors shall have full power to amend, alter or rescind these Articles of Incorporation by a majority vote.

ARTICLE X

Registered Agent

The name of the initial registered agent and the street address of the initial registered office are: Karl J. Schumer, Esq., c/o Steven Silverman, P.A., 9400 South Dadeland Boulevard, Suite 600, Miami, Florida 33156.

ARTICLE XI

Dissolution

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

ARTICLE XII

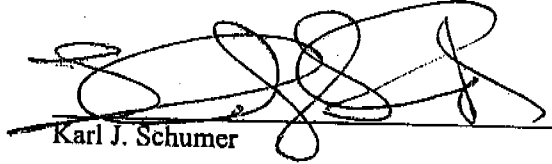
Subscribers

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

Karl J. Schumer

9400 S. Dadeland Blvd., Suite 600
Miami, Florida 33156

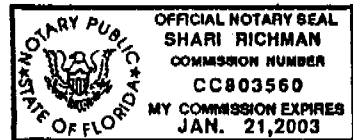
IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation
this 11 day of October, 2000.


Karl J. Schumer

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11 day of October, 2000, by Karl J. Schumer, who is personally known to me or has produced a Florida driver license or has produced _____ as identification.

Shari Richman
NOTARY PUBLIC, STATE OF FLORIDA
Name: SHARI RICHMAN
[NOTARIAL SEAL]



STATE OF FLORIDA
DEPARTMENT OF STATE

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

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

The Cove at French Villas Condominium Association, Inc., a corporation organized (or organizing) under the laws of the State of Florida with its principal office at 14425 Country Walk Drive, Miami, Florida 33186 has named Karl J. Schumer, Esq., c/o Steven Silverman, P.A., located at 9400 South Dadeland Boulevard, Suite 600, Miami, Florida 33156, as its agent to accept service of process within this State.

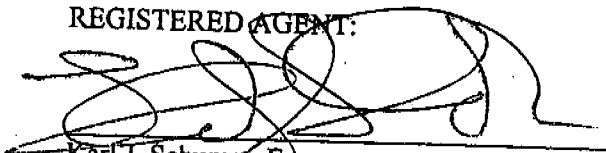
OFFICERS:

NAME	TITLE	SPECIFIC ADDRESS
Kenneth Goldring	(P)	3740 NW 78 th Street Miami, Florida 33147
Pedro Garcia-Carrillo, Sr.	(V)	14425 Country Walk Drive Miami, Florida 33186
Michael A. Garcia-Carrillo	(S) (T)	14425 Country Walk Drive Miami, Florida 33186

ACCEPTANCE:

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

REGISTERED AGENT:



Karl J. Schumer, Esq.

State of Florida



Department of State

I certify from the records of this office that THE COVE AT FRENCH VILLAS CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 12, 2000.

The document number of this corporation is N00000006776.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 300A00053781-101200-N00000006776-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of October, 2000

Authentication Code: 300A00053781-101200-N00000006776-1/1



CR28022 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

EXHIBIT "V"

TO

DECLARATION OF CONDOMINIUM

THE COVE AT FRENCH VILLAS, A CONDOMINIUM

(By-Laws of The Cove at French Villas Condominium Association, Inc.)

BY-LAWS
OF
THE COVE AT FRENCH VILLAS
CONDOMINIUM ASSOCIATION, INC.

A Florida Not for Profit Corporation

1. GENERAL:

1.1 **Name:** The name of the corporation is THE COVE AT FRENCH VILLAS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

1.2 **Principal Office:** The principal office of the Association shall be at 3740 NW 78th Street, Miami, Florida 33147. All books and records of the Association shall be kept at the principal office.

1.3 **Definitions:** Terms defined in the Declaration of Condominium for The Cove at French Villas, a Condominium, hereinafter referred to as the "Condominium", shall mean the same herein. In addition, "Division" shall mean the Department of Business and Professional Regulation.

2. DIRECTORS:

2.1 **Powers:** The property and business of the Association shall be managed by the Board of Directors ("Board"), which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Condominium to which these By-Laws are attached.

2.2 **Number and Term:** There shall be not less than three (3) nor more than seven (7) members of the Board as determined by the members at the annual or a special meeting. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the developer, a director shall be elected to serve for a term of one (1) year; such term may be shortened in accordance with the Articles of Incorporation, or lengthened until a successor has been elected and qualified. The first Board shall have three (3) members. Except for directors appointed by the developer, all members of the Board shall be "voting members" of the Association, as such term is defined in the Declaration. If the number of directors falls below three (3), a special members' meeting shall be called for the purpose of filling vacancies.

2.3 **Election of Directors:** If there are more nominees for membership on the Board than there are vacancies, then each voting member shall be entitled to cast the same number of votes as there are vacancies, and the nominees with the highest number of votes shall be elected.

2.4 **Vacancy and Replacement:** If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term of the vacated seat. The developer shall be empowered to remove or replace at any time any director originally selected by the developer. Other than directors appointed by the developer, no director shall continue to serve on the Board if, during the term of his office, his membership in the Association shall be terminated for any reason whatsoever.

2.5 **Removal:** Except for directors appointed by the developer, directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting members. A special meeting of the voting members to recall a director or directors may be called by ten percent (10%) of the voting members giving notice of the meeting as required in Article Six of these By-Laws, and the notice shall state the purpose of the meeting.

2.6 **Unit Owners' Right to Elect Directors:**

(a) The first Board designated in the Articles of Incorporation shall hold office and exercise all the power of the Board.

(b) When unit owners other than the developer own fifteen percent (15%) or more of the units in the Condominium, the unit owners other than the developer shall be entitled to elect not less than one third (1/3rd) of the members of the Board. Unit owners other than the developer shall be entitled to elect not less than a majority of the members of the Board upon the first to occur of the following events:

- (i) three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- (ii) three (3) months after ninety percent (90%) of the units that will be operated ultimately the Association have been conveyed to purchasers;

- (iii) when all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or
- (iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or
- (v) seven (7) years after recording the Declaration.

(c) Within seventy-five (75) days after the unit owners other than the developer are entitled to elect a member or members of the Board, the Association shall call (and give not less than sixty (60) days' notice of) a meeting of the unit owners to elect those members of the Board. The meeting may be called and notice given by any unit owner if the Association fails to do so.

(d) As long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the number of units in the Condominium, the developer shall be entitled to elect at least one (1) member of the Board.

(e) In no event shall proxies be used to elect directors.

2.7 Compensation: Neither directors nor officers of the Association shall receive compensation for their services as such.

2.8 Meetings:

(a) The first meeting of each new Board shall be held immediately upon adjournment of the meeting at which it was elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The regular annual meeting of the Board shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same.

(b) Special Board meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram to each director at least three (3) days' before the date of such meeting, but the directors may waive notice of the calling of the meeting.

(c) Meetings of the Board and any committee thereof at which a quorum are present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the Board in accordance with reasonable rules adopted by the Association or Division. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements. Adequate notice of all Board meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance, preceding the meeting, except in an emergency. Board meeting notices shall specifically include identification of agenda items. Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding the use of a unit or units are to be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day requirement shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted. Notice of any meeting where regular assessments against unit owners are to be considered shall specifically contain a statement that regular assessments will be considered and the nature of any consideration of such assessments.

(d) Two thirds (2/3rds) of the total number of directors shall constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the directors then present may adjourn the meeting to a time not earlier than forty-eight (48) hours from the time of the original meeting and shall post notice of such adjourned meeting in accordance with subsection (c) above.

2.9 Order of Business: The order of business at all meetings of the Board shall be as follows:

- (a) Roll call and quorum determination;
- (b) Reading of minutes of last meeting;

- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business; and
- (i) Adjournment.

2.10 Notice of Date of Election: Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association 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 or other eligible person 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, together with the written notice and agenda set forth in paragraph 2.8(c) hereof. The Association shall then 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 request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The voting shall be in accordance with rules established by the Division or Association concerning voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in §101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with Florida Statute §718.303. The regular election shall occur on the date of the annual meeting.

3. OFFICERS:

3.1 Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board. Any two (2) of said offices may be held by one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association.

3.2 Subordinate Officers: The Board may appoint such other officers and agents as they may deem necessary, all of whom shall hold office at the pleasure of the Board and shall have such authority and perform such duties as from time to time may be prescribed by the Board.

3.3 Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board. The Board may delegate powers of removal of subordinate officers and agents to any officer.

3.4 The President:

(a) The President shall preside at all meetings of the members and directors and shall see that all orders and resolutions of the Board are carried into effect;

(b) The President shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation;

(c) The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where the signing and execution thereof shall be delegated by the Board to another officer or agent; and

(d) The President must be a director of the Association.

3.5 The Vice-President:

The Vice-President shall be vested with all powers required to perform all duties of the President in the President's absence and with such other duties as may be prescribed by the Board.

3.6 The Secretary and Assistant Secretary:

(a) The Secretary shall keep the minutes of the meetings of the voting members and of the Board in one or more books provided for that purpose; the minute books shall be available for inspection by unit owners, or their authorized representatives, and directors at any reasonable time; and these minutes shall be retained for a period of not less than seven (7) years;

(b) The Secretary shall see that all notices are duly given in accordance with the provisions of the condominium documents or as required by law;

(c) The Secretary shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents whose execution under Association seal is duly authorized in accordance with these By-Laws;

(d) The Secretary shall keep a register of the post office address of each unit owner;

(e) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

(f) An Assistant Secretary may perform the duties of the Secretary when the Secretary is absent.

3.7 The Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.

(b) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

(c) The Treasurer may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of the Treasurer's office, and the restoration to the Association, in case of death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in the Treasurer's possession belonging to the Association.

3.8 Vacancies: If any of the offices of the President, Vice-President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the directors, by a majority vote, shall choose a successor who shall hold office for the unexpired vacated term.

3.9 Resignations: Any director or officer may resign his or her office at any time, by written resignation, to take effect from the time of its receipt by the Association, or as otherwise stated in the resignation.

4. POWERS AND DUTIES OF THE ASSOCIATION:

The Association shall have all powers granted to a condominium association by law, the Florida Condominium Act, the Articles of Incorporation and these By-Laws, if not inconsistent with the Florida Condominium Act, all of which shall be exercised by its Board.

5. MEMBERSHIP:

5.1 Definition: Voting membership in the Association shall be limited to owners of units in the Condominium as more particularly provided in paragraph 12.2 of the Declaration.

5.2 Transfer of Membership and Ownership: Membership in the Association shall be transferred only as an incident to the transfer of a condominium unit, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium.

5.3 Plural Ownership: Membership may be held in the names of more than one person, in which event, all of the owners of the unit shall be entitled collectively to one (1) vote which may not be

divided. The plural owners must file a certificate designating a voting member in accordance with Section 6.7 of these By-Laws.

5.4 Ownership by a Legal Entity: Membership may be held by a corporation, partnership, trust or other legal entity. Such entity must designate a voting member in accordance with Section 6.7 of these By-Laws.

6. MEETINGS OF MEMBERSHIP:

6.1 Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

6.2 Annual Meeting:

(a) The first annual meeting of the members shall be held within seven (7) days of the recording of the Declaration of Condominium in the Public Records of Broward County, Florida. Each subsequent regular annual meeting of the members shall be held on the 1st day of September of each year thereafter, at the hour of 7:00 p.m.. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which that is not a legal holiday. If the meeting is rescheduled, the officers elected at the last Board meeting will hold office until the annual meeting is held.

(b) At the annual meeting, the members, by a majority vote, shall transact such business as may properly come before the meeting.

(c) Written notice of the annual meeting, which notice shall incorporate an identification of agenda items, shall be given to each unit owner and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the annual meeting. The notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of unit owner meetings shall be posted.

6.3 Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such time.

6.4 Special Meetings:

(a) Special meetings of the members, for any purpose(s) that is proscribed by law, the Declaration of Condominium, or the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the written request of one third (1/3rd) of the voting members. Such request shall state the purpose(s) of the proposed meeting. Special meetings concerning the Association budget which exceeds 115% of the prior year's budget as set forth in Section 718.112(2)(e), Florida Statutes, and the recall of board members as set forth in Section 718.112(2)(j), Florida Statutes, may be called upon written application to the Board of ten (10%) percent of the voting interests of the members.

(b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof, shall be served upon or mailed to each voting member at the address as it appears on the books of the Association, at least five (5) days before such meeting. In connection with meetings concerning a budget which exceeds 115% of the prior year's budget, notice shall be given not less than ten (10) days prior to such meeting. In connection with meetings called concerning the recall of board members, notice shall be given in the same manner as required for a meeting of the unit owners.

(c) Business transacted at all special meetings shall be confined to the purpose(s) stated in the notice of the meeting.

(d) Unit owners may waive notice of special meetings and may take action by written agreement without meetings, if allowed by law, the Declaration of Condominium, and the Articles of Incorporation.

6.5 Quorum: A majority of the voting members of the Association, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by Statute, by the Declaration of Condominium, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have the power to adjourn the meeting to a time not earlier than forty-eight (48) hours

from the time of the original meeting and shall post notice of such adjourned meeting in accordance with the provisions of Sections 6.2 and 6.4 above.

6.6 Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question. Cumulative voting is prohibited.

6.7 Unit Votes: Each unit owner shall be entitled to one (1) vote for each unit owned. At any meeting of the members, every member entitled to vote may vote in person or by proxy in accordance with Section 6.8. If more than one (1) person or a corporation, partnership or other legal entity owns a unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said unit. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of said unit owner(s) at a meeting be considered in determining whether the quorum requirement has not been met.

6.8 Proxies: Proxies shall only be valid for such meeting or subsequent adjourned meetings thereof and may only be held by another unit owner. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. All proxies must be limited proxies conforming substantially to forms adopted by the Division in accordance with Florida Statutes § 718.112(2)(b)2. Limited proxies may be used for votes taken to waive or reduce reserves, to waive statutory financial statement requirements, to amend the Declaration, to amend the Articles or these By-Laws, and for any other matter which chapter 718 of the Florida Statutes requires or permits votes of unit owners. No proxy may be used for electing Board members. General proxies may be used for matters not listed above specifically for special proxies and for non-substantive changes to items for which a limited proxy is required or given.

6.9 Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with, if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall have consented in writing to such action being taken.

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

- (a) Election of Chairman
- (b) Roll Call and Quorum Determination
- (c) Proof of Notice of Meeting or Waiver of Notice
- (d) Reading of Minutes of Prior Meeting
- (e) Officers' Reports
- (f) Committee Reports
- (g) Elections of Directors
- (h) New Business
- (i) Adjournment

6.11 Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration of Condominium, Articles of Incorporation, these By-Laws or any provision of law.

6.12 Participation in Meetings: Unit owners shall have the right to participate in meetings of unit owners with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation.

6.13 Taping: Any unit owner may videotape or tape record a meeting of unit owners, subject to reasonable rules adopted by the Division.

7. NOTICES:

7.1 Definition: Except where expressly provided to the contrary, whenever under the provisions of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, notice is required to be given to any directors or member, it shall not be construed to mean personal notice; but such notice may be given in writing by certified mail return receipt requested, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association.

7.2 Service of Notice; Waiver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the time stated herein, shall be deemed the equivalent of such notice.

7.3 Association Address: The address for notice to the Association is NW 79th Terrace and NW 6th Street, Pembroke Pines, Florida.

8. FINANCES

8.1 Fiscal Year: The fiscal year of the Association shall be the calendar year, commencing January 1 of each year, provided, however, that the Board is authorized to change to a different fiscal year at such time as the Board deems advisable.

8.2 Checks: All checks or demands for money and notes of the Association shall be signed by either the President or Treasurer, or by such officer(s) or such other person(s) as the Board may from time to time designate.

8.3 Depositories: The funds of the Association shall be deposited in a bank or banks in Broward County, Florida, in an account for the Association under resolutions approved by the Board, and shall be withdrawn only over the signature of the President or the Treasurer or such other person(s) as the Board may authorize. The Board may require more than one signature on checks and bank drafts. The Association's funds shall be used only for Association purposes.

8.4 Inspection and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association, as well as current copies of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations shall be open to inspection during normal business hours and upon reasonable written request by members, their authorized representatives, and all mortgagees. Upon request, mortgagees, guarantors or insurers shall have the right to receive an audited financial statement of the Association within one hundred twenty (120) days following the end of the fiscal year.

8.5 Annual Statement: The Board shall present at each annual meeting a full and clear statement of the business and condition of the Association.

8.6 Insurance: The Association shall procure, maintain and keep in full force and effect all insurance required by and in accordance with the Declaration of Condominium.

8.7 Fidelity Bonds: Fidelity Bonds naming the Association as the obligee, in the principal sum of not less than the greater of the amount required by Florida Statutes, Section 718.111(11)(d) or the maximum funds that will be in the custody of the Association, or its management agency, at any time while the bond is in force shall be required by the Board for all officers and directors of the Association, or any other person, who control or disburse funds of the Association. The premiums for such bonds shall be paid by the Association as a common expense. The bonds shall include a provision for no less than ten (10) days' written notice to the Association (or insurance trustee) prior to cancellation or substantial modification for any reason.

8.8 Assessments:

(a) The Board shall have the power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. Common expenses include those expenses described in Paragraph 2.6 of the Declaration of Condominium and any other expenses designated as common expenses by the Board.

(b) Funds for the payment of common expenses shall be assessed and shall be a lien against the Condominium Parcels in the proportion of percentage of sharing common expenses as provided in the Declaration of Condominium.

(c) Regular assessments shall be paid by the members on a monthly basis unless the Board shall approve a different period for payment.

(d) Special assessments, when required by the Board, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board or its managing agent may make special assessments in emergencies and upon such conditions as the Board may authorize.

(e) When the Board has determined the amount of any assessment, the Secretary or Treasurer shall transmit a statement of such assessment to each unit owner. All assessments shall be made payable to and at the office of the Association and upon request the Secretary or Treasurer shall give a receipt for each payment made.

(f) If any assessments are in excess of or less than the sums required to meet the cash requirements of the Condominium, at any time the Board may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

(g) Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for such alterations, repairs, maintenance, improvements or decorating within the interior of any unit as these are the obligation of the unit owner and not the obligation of the Association.

(h) Assessments are due on the dates stated in the notice of assessment, and unpaid assessments shall bear interest at the highest rate allowed by the Florida law until paid.

(i) In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association through the Board, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each unit owner shall be individually responsible for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

(j) All sums collected by the Association from assessments shall be maintained separately in the Association's name and shall not be commingled. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration of Condominium.

(k) Any unit owner or mortgagee shall have the right to require from the Association a certificate showing the amount of unpaid assessments owed on the owned or encumbered unit. Any person other than the owner who relies upon such certificate shall be protected thereby.

8.9 Budget and Financial Report:

(a) The Board is empowered to propose and adopt the budget for the Condominium.

(b) Each proposed annual budget of common expenses adopted by the Board shall be detailed and shall show the amounts budgeted by accounts and expenses classifications, including, but not limited to, the following:

- (1) Administration of the Association.
- (2) Management fees.
- (3) Maintenance.
- (4) Rent for recreational and other commonly used facilities, if any.
- (5) Taxes upon Association property, if any.
- (6) Taxes upon leased areas, if any.
- (7) Insurance.
- (8) Security provisions.
- (9) Utilities.
- (10) Other expenses.
- (11) Operating capital.

(12) Reserves, if applicable.

(13) Fees payable to Division of Florida Land Sales and Condominiums.

(c) In addition to annual operating expenses, the budget shall include statutorily required reserve accounts for capital expenditures and deferred maintenance, regardless of the amount of deferred maintenance expenses or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00, unless a majority of a quorum present at a duly constituted meeting of members votes not to have these reserve accounts. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

(d) If the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in Florida Statutes §718.113(1), the budget or a schedule attached thereto shall show amounts budgeted therefor.

(e) Notice of the meeting and a copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board at which time the budget will be considered. Such meeting shall be open to the unit owners. If a budget is adopted by the Board which requires assessments against the unit owners in any fiscal year exceeding One Hundred Fifteen percent (115%) of such assessments from the preceding year, a special meeting of the unit owners shall be held, if requested in writing by at least ten percent (10%) of the unit owners, to consider and enact a revision of the budget. Such meeting shall be held not less than ten (10) days after written notice is given to each unit owner, but not more than thirty (30) days after such meeting has been requested in writing. The revision of the budget shall require an affirmative vote of not less than a majority of the voting members. Such budget shall not thereafter be reexamined by the unit owners in the manner set forth above.

(f) Regular assessments shall be made against unit owners not less frequently than monthly, in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(g) The provisions of Florida Statute 718.112 in effect at the date the Declaration of Condominium is recorded, with regard to limitations on budget increases, special membership meetings for budget reconsideration, and the right to consider and adopt a budget at the annual membership meeting as an alternative, are hereby adopted. For the purpose of subparagraph (e) of this paragraph, in determination of the percent of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterment to the condominium property shall be excluded from the computation.

(h) Notwithstanding anything in these By-Laws or the Declaration which authorizes expenditures, no single expenditure for the capital improvement of the common elements exceeding \$10,000.00, nor multiple expenditures totaling more than \$50,000 per annum shall be made without the approval of seventy-five (75%) percent of the membership, except for the repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the Condominium.

(i) Within sixty (60) days following the end of the fiscal year of the Association, the Board shall mail or furnish by personal delivery to each unit owner and to the Division of Florida Land Sales, Condominiums and Mobile Homes 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:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;

- (6) Expenses for grounds maintenance;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) Reserves for capital expenditures, deferred maintenance, and any other category for which the association maintains a reserve account or accounts.

9. **CORPORATE SEAL:** The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

10. **DEFAULT:**

10.1 **Enforcement of Lien:** In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and the provisions of law.

10.2 **Proceeds of Sale:** If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit.

10.3 **Violations:** In the event of violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, continuing for ten (10) days after notice from the Association to the unit owner to correct said breach or violation, the Association, on its own behalf or through its Board may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy, as it or they may deem appropriate. A mortgagee shall be entitled to written notice from the Association of any default by its mortgagor under the Condominium Documents which is not cured within thirty (30) days.

10.4 **Binding Effect:** Each unit owner, for himself or herself, his or her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of the units to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

11. **AMENDMENT OF BY-LAWS:**

These By-Laws may only be amended at a duly called meeting of the voting members, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be eighty percent (80%) of the voting members, in person or by proxy. It shall be necessary that this be an affirmative vote of not less than two-thirds (2/3rd) of the voting members in order to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee without the consent of said mortgagee.

No by-law shall be revised or amended by reference to its title or number only. Proposals to amend existing by-laws shall contain the full text of the by-law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens or slashes. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment is substantially the following language: "Substantial rewording of By-Laws. See By-Laws section for present text."

Non-material errors or omissions in the By-Laws amendment process shall not invalidate an otherwise properly promulgated amendment.

12. **ARBITRATION:**

All disputes, as such term is defined in Florida Statutes §718.1255 shall first be resolved by mandatory non-binding arbitration in accordance with that Statute.

13. **HURRICANE SHUTTERS:**

The Board shall adopt hurricane shutter specifications for the Condominium building. The specifications shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision to the contrary in the Condominium Documents, if approval is required, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

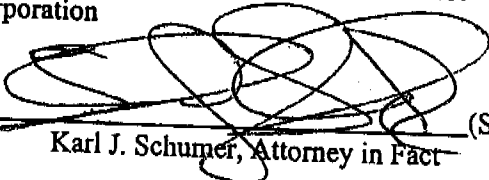
14. **CONSTRUCTION:**

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect. These By-Laws and the Articles of Incorporation shall be construed in the event of any ambiguity consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of THE COVE AT FRENCH VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Non-profit corporation at the first meeting of the Board held on the 11 day of October, 2000.

THE COVE AT FRENCH VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation

By:  (SEAL)
Karl J. Schumel, Attorney in Fact

CONSENT OF MORTGAGEE TO RECORDING
OF DECLARATION OF CONDOMINIUM

SUNTRUST BANK, MIAMI ("Mortgagee"), the owner and holder of that certain Mortgage dated May 5, 1999, executed by TCAFV INVESTMENTS, INC., a Florida corporation, ("Mortgagors"), in favor of the Mortgagee, and filed for record on May 19, 1999, and recorded in Official Records Book 29469, at Page 349, of the Public Records of Broward County, Florida.

WHEREAS, the Mortgage encumbers real property described in Exhibit "I", of the Declaration of Condominium of THE COVE AT FRENCH VILLAS, a condominium; and

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

NOW, THEREFORE, the Mortgagee consents to the recordation of the Declaration of Condominium for THE COVE AT FRENCH VILLAS, a condominium.

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

EXECUTED at Miami, Miami-Dade County, Florida this 11th day of October, 2000.

WITNESSES:

MORTGAGEE

SUNTRUST BANK, MIAMI

[Signature]
Robert E. Hamner
[Signature]
ANA BARRISA


By: [Signature]
Ruben Pedron, Vice President
Real Estate Financing

STATE OF FLORIDA }
 }ss:
COUNTY OF MIAMI-DADE }

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of October, 2000, by Ruben Pedron, as Vice President Real Estate Funding of SunTrust Bank, Miami, who is personally known to me or has produced a Florida Driver's License or _____ as identification and who did / did not take an oath.

[Signature]
NOTARY PUBLIC

My commission expires:

 Lizbeth Castellano
My Commission CC959426
Expires August 8, 2004