

DECLARATION OF CONDOMINIUM  
Establishing  
WESTLAND PLAZA GARDENS CONDOMINIUM

RAFAEL S. LORIE and MARILYN L. LORIE, his wife, having their principal place of business in Dade County, Florida, do hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling, ownership and condominium for WESTLAND PLAZA GARDENS CONDOMINIUM, being the property and improvements hereinafter described.

1. ESTABLISHMENT OF CONDOMINIUM

RAFAEL S. LORIE and MARILYN L. LORIE, his wife, hereinafter called "DEVELOPER" are the owners of the fee simple title to that certain property situate in the County of Dade and State of Florida, and which property is more particularly described as follows, to-wit:

Lot 2, in Block 2, of WESTLAND PLAZA,  
according to the Plat thereof, as  
recorded in Plat Book 89 at Page 66,  
of the Public Records of Dade County,  
Florida.

and on which property there has been constructed an apartment housing project containing 38 dwelling units and other appurtenant improvements. DEVELOPER does hereby submit the above described property and improvements to condominium ownership and hereby declares the same to be a condominium to be known and identified as "WESTLAND PLAZA GARDENS CONDOMINIUM". Hereafter in this Declaration of Condominium, WESTLAND PLAZA GARDENS CONDOMINIUM shall be referred to as "CONDOMINIUM".

## II. SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "A", consisting of 3 pages, is a survey of the land and graphic description and plot plans of the improvements constituting the CONDOMINIUM, identifying the PRIVATE DWELLINGS and COMMON PROPERTY, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each PRIVATE DWELLING is identified by specific numerical designation on said Exhibit "A" and no PRIVATE DWELLING bears the same designation as any other PRIVATE DWELLING.

## III. PRIVATE DWELLINGS AND COMMON PROPERTY

The CONDOMINIUM consists of PRIVATE DWELLINGS and COMMON PROPERTY, as said terms are hereinafter defined.

PRIVATE DWELLINGS, as the term is used herein, shall mean and comprise the 38 separate numerically identified Dwelling Units which are designated in Exhibit "A" to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to PRIVATE DWELLINGS and COMMON PROPERTY, and including connecting balconies to inside edge of perimeter walls thereof, and including interior and exterior surfaces of doors giving ingress and egress to the individual Dwelling Units, interior and exterior surfaces of all windows located in the Dwelling Units and interior and exterior surfaces of all screens and screening affixed to the Dwelling Units.

COMMON PROPERTY, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the PRIVATE DWELLINGS, as same are hereinabove defined, and shall include easements through PRIVATE DWELLINGS for conduits, pipes, ducts, plumbing wiring and other facilities for the furnishing of utility service to PRIVATE DWELLINGS and COMMON PROPERTY and easements of support in every portion of a PRIVATE DWELLING which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such PRIVATE DWELLINGS.

## IV. OWNERSHIP OF PRIVATE DWELLINGS AND APPURTENANT INTEREST IN COMMON PROPERTY.

Each PRIVATE DWELLING shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or

owners of each said PRIVATE DWELLING shall own as an appurtenance to the ownership of each said PRIVATE DWELLING an undivided interest in the COMMON PROPERTY, the undivided interest appurtenant to each said PRIVATE DWELLING being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON PROPERTY assigned to each PRIVATE DWELLING shall not be changed except with the unanimous consent of all of the owners of all of the PRIVATE DWELLINGS.

V. RESTRICTION AGAINST FURTHER SUBDIVIDING OF PRIVATE DWELLINGS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No PRIVATE DWELLING may be divided or subdivided into a smaller Dwelling Unit or smaller Units than as shown on Exhibit "A" hereto, nor shall any PRIVATE DWELLING or portion thereof, be added to or incorporated into any other PRIVATE DWELLING. The undivided interest in the COMMON PROPERTY declared to be an appurtenance to each PRIVATE DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said PRIVATE DWELLING, and the undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING shall be deemed conveyed, devised, encumbered or otherwise included with the PRIVATE DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such PRIVATE DWELLING. Any conveyance, mortgage or other instrument which purports to effect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon a PRIVATE DWELLING, shall be null, void and of no effect insofar as the same purports to affect any interest in a PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY, unless same purports to convey, devise, encumber or otherwise trade or deal with the entire PRIVATE DWELLING. Any instrument conveying, devising, encumbering, or otherwise dealing with any PRIVATE DWELLING, which described said PRIVATE DWELLING by the PRIVATE DWELLING Unit numerical designation thereto in Exhibit "a" without limitation or exception, shall be deemed and construed to affect the entire PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY. Nothing herein contained shall be construed as limiting or preventing ownership of any PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI. THE CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The PRIVATE DWELLINGS and COMMON PROPERTY shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said PRIVATE DWELLINGS and COMMON PROPERTY and setting forth the obligations and responsibilities incident to ownership of each PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY, and said PRIVATE DWELLINGS and COMMON PROPERTY are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements of the CONDOMINIUM.

VII. PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

The COMMON PROPERTY shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of PRIVATE DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of PRIVATE DWELLINGS.

Notwithstanding anything above provided in this Article, the ASSOCIATION hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any PRIVATE DWELLINGS may be entitled to use COMMON PROPERTY.

VIII. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any PRIVATE DWELLING shall encroach upon any COMMON PROPERTY for any reason not caused by the purposeful or negligent act of the PRIVATE DWELLING owner or owners, or agents of such owner or owners, then an easement appurtenant to such PRIVATE DWELLING shall exist for the continuance of such encroachment unto the COMMON PROPERTY for so long as such encroachment shall naturally exist; and in the event that any portion of the COMMON PROPERTY shall encroach upon any PRIVATE DWELLING then an easement shall exist for the continuance of such encroachment of the COMMON PROPERTY into any PRIVATE DWELLING for so long as such encroachment shall naturally exist.

IX. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

Recognizing that the proper use of a PRIVATE DWELLING by any owner or owners is dependant upon the use and enjoyment of the COMMON PROPERTY in common with the owners of all other PRIVATE DWELLINGS, and that it is in the interest of all owners of PRIVATE DWELLINGS that the ownership of the COMMON PROPERTY be retained in common by the owners of PRIVATE DWELLINGS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON PROPERTY appurtenant to each PRIVATE DWELLING shall remain undivided and no owner of any PRIVATE DWELLING shall bring any action for the partition or division.

X. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON PROPERTY APPURTENANT TO EACH PRIVATE DWELLING

The undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING is the percentage of undivided interest which is set forth and assigned to each PRIVATE DWELLING in that certain schedule which is annexed hereto and expressly made a part hereof as EXHIBIT "B".

XI. EASEMENT FOR AIR SPACE

The owner of each PRIVATE DWELLING shall have an exclusive easement for the use of the air space occupied by said PRIVATE DWELLING as it exists at any particular time and as said PRIVATE DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII. ADMINISTRATION OF THE CONDOMINIUM BY CONDOMINIUM, INC.

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of PRIVATE DWELLINGS, a non-profit Florida Corporation, known and designated as WESTLAND PLAZA GARDENS CONDOMINIUM, INC., herein called the "ASSOCIATION", has been organized and said Corporation shall administer the operation and management of the

CONDOMINIUM, and undertake and perform all the acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and By-Laws. A true copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "C" and "D", respectively. The owner or owners of each PRIVATE DWELLING shall automatically become members of said Corporation upon his, their or its acquisition of an Ownership interest in title to any PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such PRIVATE DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any PRIVATE DWELLING shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in said ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the PRIVATE DWELLINGS and COMMON PROPERTY as the Board of Directors of said Corporation may deem to be in the best interest of the Corporation.

XIII. RESIDENTIAL USE RESTRICTIONS APPLICABLE TO PRIVATE DWELLINGS

Each PRIVATE DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any PRIVATE DWELLINGS shall permit use of the same for transient, hotel or commercial purposes.

XIV. USE OF COMMON PROPERTY SUBJECT TO RULES OF ASSOCIATION

The use of COMMON PROPERTY by the owner or owners of all PRIVATE DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the ASSOCIATION.

XV. THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES. RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made any PRIVATE DWELLING or of the COMMON PROPERTY, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any PRIVATE DWELLING shall permit or suffer anything to be done or kept in his PRIVATE DWELLING, or on the COMMON PROPERTY, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other Owner of a PRIVATE DWELLING, or which interferes with the peaceful possession and proper use of any other PRIVATE DWELLING or the COMMON PROPERTY.

XVI. RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any PRIVATE DWELLING, regardless of whether the owner is present at the time of such emergency, the Board of Directors of ASSOCIATION or any other person authorized by it, or the building Superintendent or Managing Agent, shall have the right to enter such PRIVATE DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each PRIVATE DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such PRIVATE DWELLINGS.

XVII. RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any PRIVATE DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON PROPERTY, the owner of each PRIVATE DWELLING shall permit other owners or their representatives, or the duly constituted and authorized Agent of ASSOCIATION, to enter such PRIVATE DWELLING for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII. LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY PRIVATE DWELLINGS.

No owner of a PRIVATE DWELLING shall permit there to be made any structural modifications or alterations in such PRIVATE DWELLING without first obtaining written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION shall determine, in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner endanger the CONDOMINIUM in part or in its entirety. If the modification or alteration desired by the owner of any PRIVATE DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON PROPERTY located thereon. No owner shall cause any improvements or changes to be made on the exterior of the CONDOMINIUM, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of such PRIVATE DWELLING without the written consent of ASSOCIATION being first had and obtained.

XIX. RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON PROPERTY which do not prejudice the rights of the owner of any PRIVATE DWELLING in the use and enjoyment of his PRIVATE DWELLING, unless such owner's written consent has been obtained; provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of PRIVATE DWELLINGS. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a PRIVATE DWELLING OR PRIVATE DWELLINGS, requesting same, then the cost of such alterations or improve-

ments shall be assessed against and collected solely from the owner or owners of the PRIVATE DWELLING or PRIVATE DWELLINGS exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION.

XXI. MAINTENANCE AND REPAIR BY OWNERS OF PRIVATE DWELLINGS

Every owner must perform promptly all maintenance and repair work within his PRIVATE DWELLING which, if omitted, would affect the CONDOMINIUM in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. \* The owners of each PRIVATE DWELLING shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his PRIVATE DWELLING and which may now or hereafter be situated in his PRIVATE DWELLING. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceilings, and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his PRIVATE DWELLING. Whenever the maintenance, repair and replacement of any items for which the owner of a PRIVATE DWELLING is obligated to maintain, replace, or repair at his own expense is occasioned by a loss or damage which may be covered by an insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, shall be used for the purpose of making such maintenance, repair, or replacement, except that the owner of such PRIVATE DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The floor and interior walls of the balcony attached to the PRIVATE DWELLINGS shall be maintained by the owners thereof at their own expense. Although windows, sliding glass doors, plate glass installations and screening of screen enclosures as the case may be, are part of the COMMON PROPERTY, ordinary maintenance on windows, sliding glass doors, plate glass and screening of screen enclosures, shall be performed by each PRIVATE DWELLING owner at his own cost and expense. Repair or replacement of window, sliding glass door, screening of screen enclosures or destruction thereto, caused by other than the owner, guest or invitee, of the PRIVATE DWELLING sustaining such damage shall be done at the cost and expense of the ASSOCIATION.

XXII. MAINTENANCE AND REPAIR OF COMMON PROPERTY BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON PROPERTY, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring, and other facilities located in the COMMON PROPERTY for the furnishing of utility services to the PRIVATE DWELLINGS and said COMMON PROPERTY and should any incidental damage be caused to any PRIVATE DWELLING by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON PROPERTY, the said ASSOCIATION shall at its expense, repair such incidental damage.

XXIII. PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OR PRIVATE DWELLING AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each PRIVATE DWELLING may, at his own expense obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's PRIVATE DWELLING or upon the COMMON PROPERTY. All such insurance obtained by the owner of each PRIVATE DWELLING shall, wherever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of PRIVATE DWELLINGS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION and such other insurance coverage shall, if practicable be obtained from the insurance company from which ASSOCIATION obtains coverage against the same risk, liability, or peril, if ASSOCIATION has such coverage. Risk of loss of or damage to any furniture, furnishings, personal effects, and other personal property (other than such furniture furnishings and personal property constituting a portion of the COMMON PROPERTY) belonging to or carried on the person of the owner of each PRIVATE DWELLING or which may be stored in any PRIVATE DWELLING or in to or upon COMMON PROPERTY, shall be borne by the owner of each such PRIVATE DWELLING. All furniture, furnishings, and personal property constituting a portion of the COMMON PROPERTY and held for the joint use and benefit of all owners of all PRIVATE DWELLINGS shall have no personal liability for damages caused by the ASSOCIATION or in connection with the use of the COMMON PROPERTY. The owner of a PRIVATE DWELLING shall be liable for injuries or damages resulting from an accident in his own PRIVATE DWELLING, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XXIII. INSURANCE

The insurance other than title insurance which shall be carried upon the CONDOMINIUM property and the property of the PRIVATE DWELLING owners shall be governed by the following provisions.

A. All insurance policies upon the CONDOMINIUM property shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION and the PRIVATE DWELLING owners and their mortgagees, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. PRIVATE DWELLING owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage:

(1) Casualty: All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by PRIVATE DWELLING owners, shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation cost as determined annually by the insurance company. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

(2) Public Liability: Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the ASSOCIATION, including, but not limited to hired automobiles and non-owned automobile coverages and with gross-liability endorsements to cover liabilities of the PRIVATE DWELLING owners as a group to a PRIVATE DWELLING owner.

(3) Workmen's Compensation: Workmen's compensation to meet the requirements of law.

C. Premiums upon insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION and charged to the general expense account as a common expense.

D. All insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION and the PRIVATE DWELLING owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses shall be paid to the ASSOCIATION or to a bank or trust company designated by the ASSOCIATION. Proceeds on account of damage to common property shall be held as the property of the PRIVATE DWELLING owners in accordance with the percentages of ownership of said common property as set forth herein.

E. In the event a loss occurs to any improvement within any of the PRIVATE DWELLINGS alone, without any loss occurring to any of the improvements within the common property, payment under the insurance policies shall be made to the PRIVATE DWELLING owners owning such units and their mortgagees if there be mortgages on said PRIVATE DWELLINGS, as their interests may appear, and it shall be the duty of those PRIVATE DWELLING owners to effect the necessary repairs to the improvements within their respective PRIVATE DWELLINGS.

F. In the event that loss occurs to improvements within PRIVATE DWELLINGS and the contiguous common property, or to improvements within the common property alone, payment under the insurance policies shall be made jointly to the ASSOCIATION and to the holders of mortgages on the PRIVATE DWELLINGS, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the ASSOCIATION and the ASSOCIATION will promptly contract for the necessary repairs to the improvements within the common property and within the damaged PRIVATE DWELLINGS. In the event the insurance proceeds should be sufficient to repair all of the damage within the PRIVATE DWELLINGS, but insufficient to repair all the improvements within the common property, the proceeds shall be applied first to completely repair the damage within the PRIVATE DWELLINGS and the balance of the funds shall be apportioned to repair improvements within the common property, and the PRIVATE DWELLING owners shall be subject to a special assessment and shall contribute to the ASSOCIATION the remaining funds necessary to repair and restore the improvements within the common property.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in sub-paragraph 17-F (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any PRIVATE DWELLING which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the ASSOCIATION, as escrow agent) shall disburse the funds as follows:

a. In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall divide the insurance proceeds into the percentage allotable to each PRIVATE DWELLING and shall promptly pay such share jointly to the owners and their mortgagees as their interests appear as shown on the most recent endorsements to said fire and extended coverage insurance policy.

b. In the event the insurance proceeds are sufficient to rebuild and reconstruct all of the damaged improvements within the common property and within the PRIVATE DWELLINGS, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the ASSOCIATION shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the ASSOCIATION and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

c. In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common property and within the PRIVATE DWELLINGS a membership meeting shall be held to determine whether or not to abandon the CONDOMINIUM project or to levy a uniform special assessment against each PRIVATE DWELLING and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common property and the PRIVATE DWELLINGS. In the event the majority of the voting members vote in favor of the special assessment, the ASSOCIATION shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and vote for abandonment of the CONDOMINIUM project, the insurance proceeds shall be disbursed in accordance with the above paragraph, and the CONDOMINIUM project may be terminated only as provided in Article XXVIII hereof.

G. If the majority of the voting members vote against levying the special assessment referred to above and vote to abandon the CONDOMINIUM project, same shall be abandoned subject to the provisions of Article XXVIII hereof. As evidence in the members' resolution to abandon, the president and secretary of the ASSOCIATION shall effect and place in the Public Records of Dade County an affidavit stating that such resolution was properly passed, to which a copy of the consent of the PRIVATE DWELLING owners and holders of all liens shall be affixed.

H. Under all circumstances the ASSOCIATION hereby has the authority to act as the agent of all owners for the purpose of comprising or settling insurance claims for damage to improvements within units or common property.

XXIV. RIGHT OF FIRST REFUSAL TO ASSOCIATION TO LEASE OR PURCHASE PRIVATE DWELLINGS.

In the event of a sale of any PRIVATE DWELLING by anyone other than the seller herein, the ASSOCIATION has the option to purchase same for the same terms and conditions as offered by said PRIVATE DWELLING owner to a third party purchaser. Any attempt to resell a PRIVATE DWELLING without a prior offer to sell to the ASSOCIATION shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser. Should the PRIVATE DWELLING owner wish to sell the interest conveyed to him he shall hereafter, before making or accepting any offer to sell, deliver to the Board of Directors of the ASSOCIATION written notice of his intention to sell, which notice shall contain the terms which he wishes to accept and the name and address of any third party purchaser. The ASSOCIATION shall, in writing, within seven (7) days after receiving such notice of owner's intention to sell to a third party purchaser agree to purchase the PRIVATE DWELLING in question in accordance with the listed terms and conditions or in the event the ASSOCIATION fails to agree to purchase in accordance therewith, the PRIVATE DWELLING owner shall have the right to sell to the intended third party purchaser in accordance with the stipulated terms and conditions. No PRIVATE DWELLING owner shall have any right to sell his CONDOMINIUM interest or any part thereof, except as is expressly provided herein. Excepted from the terms and conditions of this paragraph shall be the purchasers at a foreclosure sale under and by virtue of a final decree of foreclosure foreclosing an institutional mortgage encumbering the PRIVATE DWELLING or PRIVATE DWELLINGS or purchasers from the institutional mortgage itself, if it is the purchaser at a sale, or it receives a voluntary conveyance of title. Excepted from the terms and conditions of this paragraph shall also be those persons who come into possession or ownership of said PRIVATE DWELLING by virtue of the death or legal incapacitation of the then owner of the PRIVATE DWELLING and certificate of beneficial interest issued in connection therewith.

XXV. ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the PRIVATE DWELLINGS, and in the event of the sale or transfer of any PRIVATE DWELLING to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such PRIVATE DWELLING, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any PRIVATE DWELLING. Further, the owner of each PRIVATE DWELLING shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any PRIVATE DWELLING, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any PRIVATE DWELLING may, if they so desire, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any PRIVATE DWELLING, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

XXVI. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all PRIVATE DWELLINGS. To properly administer the operation and management of the Project, ASSOCIATION will incur, for the mutual benefit of

all of the owners of PRIVATE DWELLINGS, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all PRIVATE DWELLINGS and said PRIVATE DWELLINGS. In furtherance of said grant of authority to ASSOCIATION to make, levy, and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all PRIVATE DWELLINGS, to wit:

A) All assessments levied against the owners of PRIVATE DWELLINGS and said PRIVATE DWELLINGS shall be uniform and, unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a PRIVATE DWELLING and his PRIVATE DWELLING shall bear the same ratio to the total assessment made against all owners of PRIVATE DWELLINGS and their PRIVATE DWELLINGS as the undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING bears to the total undivided interest in COMMON PROPERTY appurtenant to all PRIVATE DWELLINGS. Should ASSOCIATION be the owner of any PRIVATE DWELLING or PRIVATE DWELLINGS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such PRIVATE DWELLING or PRIVATE DWELLINGS, reduced by the amount of income which may be derived from the leasing of such PRIVATE DWELLING or PRIVATE DWELLINGS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all PRIVATE DWELLINGS which are not owned by ASSOCIATION, based upon their proportionate interests in COMMON PROPERTY exclusive of the interests therein appurtenant to any PRIVATE DWELLING or PRIVATE DWELLINGS owned by ASSOCIATION

B) The assessment levied against the owner of each PRIVATE DWELLING and his PRIVATE DWELLING shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as maybe determined by the Board of Directors of ASSOCIATION.

C) All moneys collected by ASSOCIATION shall be treated as the separate property of said ASSOCIATION and such moneys may be applied by ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said ASSOCIATION, and as moneys for any assessment are paid unto ASSOCIATION by any owner of a PRIVATE DWELLING, the same may be co-mingled with moneys paid to said ASSOCIATION by the other owners of PRIVATE DWELLINGS. Although all funds and common surplus, including other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON PROPERTY, shall be held for the benefit of the members of ASSOCIATION, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his PRIVATE DWELLING. When the owner of a PRIVATE DWELLING shall cease to be a member of ASSOCIATION by reason of his divestment of ownership of such PRIVATE DWELLING, by whatever means, ASSOCIATION shall not be required to account to such owner for any share of the fund or assets of ASSOCIATION, or which may have been paid to ASSOCIATION by

such owner, as all moneys which any owner has paid to ASSOCIATION shall be and constitute an asset of said corporation which may be used in the operation and management of the CONDOMINIUM.

// D) The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest at the rate of 8% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION.

// E) The owner or owners of each PRIVATE DWELLING shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for the payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of a PRIVATE DWELLING in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any PRIVATE DWELLING shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

F) No owner of a PRIVATE DWELLING may exempt himself from liability for any assessment levied against such owner and his PRIVATE DWELLING by waiver of the use or enjoyment of any of the COMMON PROPERTY, or by abandonment of the PRIVATE DWELLING or in any other way.

G) Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of PRIVATE DWELLINGS, and that the payment of such common expense represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each PRIVATE DWELLING, ASSOCIATION is hereby granted a lien upon such PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY, which lien shall secure and does secure the moneys due for all assessments now or hereafter levied against the owner of each PRIVATE DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY. The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and in any suit for the foreclosure of said lien, ASSOCIATION shall be entitled to rental from the owner of any PRIVATE DWELLING from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said PRIVATE DWELLING, without notice to the owner of such PRIVATE DWELLING. The rental required to be paid shall be equal to the rental charged on comparable type of Dwelling Units in Dade County, Florida. The lien granted to ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, lien or encumbrances which may be required to be advanced by ASSOCIATION in order to preserve and protect its lien, and ASSOCIATION shall further be entitled to interest at the rate of 8% per

annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any PRIVATE DWELLING, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien rights granted to ASSOCIATION and shall acquire such interest in any PRIVATE DWELLING expressly subject to such lien rights.

H) The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording the Public Records of Dade County, Florida, a claim of lien stating the description of the PRIVATE DWELLING encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

In the event that any person, firm or corporation shall acquire title to any PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY by virtue of any foreclosure or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a PRIVATE DWELLING by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all PRIVATE DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

I) Whenever any PRIVATE DWELLING may be leased, sold, or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, ASSOCIATION, upon written request of the owner of such PRIVATE DWELLING shall furnish to the proposed lessee, purchaser, or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such PRIVATE DWELLING. Such statement shall be executed by any Officer of the Corporation, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and ASSOCIATION shall be bound by such statement.

In the event that a PRIVATE DWELLING is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said PRIVATE DWELLING and such PRIVATE DWELLING due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by ASSOCIATION), then the rent, proceeds for such purchase, or mortgage proceeds, shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any PRIVATE DWELLING who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a PRIVATE DWELLING the Grantee shall be jointly and severally liable with Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of Grantee to recover from Grantor the amounts paid by Grantee therefor, provided, however, if the Grantee in such voluntary conveyance is the holder of the first mortgage on said PRIVATE DWELLING and further if said conveyance is in lieu of foreclosure by said mortgage holder. Then, in that event the Grantee shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title.

Institution of suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XXVII. COMMON SURPLUS

"COMMON SURPLUS", meaning all funds and other assets of the ASSOCIATION (including excess of receipts of ASSOCIATION, including but not limited to assessments, rents, profits, and revenues from whatever source whatsoever, over amount of the common expense), shall be owned by the owners of all PRIVATE DWELLINGS in the same proportion that the undivided interest in COMMON PROPERTY appurtenant to each owner's PRIVATE DWELLING bears to the total of all undivided interest in COMMON PROPERTY appurtenant to all PRIVATE DWELLINGS: provided however, that said common surplus shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said common surplus. Except for distribution of any insurance indemnity herein provided, or terminations of the CONDOMINIUM, any distribution of common surplus which may be made from time to time shall be made to the then owners of PRIVATE DWELLINGS in accordance with their percentage interest in common surplus as declared herein.

XXVIII. TERMINATION

Notwithstanding anything to the contrary contained in Article XXIII hereof, in the event of fire or other casualty or disaster which shall totally demolish the CONDOMINIUM as to require more than two-thirds of the building and improvements, as determined by the Board of Directors of ASSOCIATION, to be reconstructed, then this Declaration of Condominium and the Plan of Condominium Ownership established herein shall terminate unless all of the owners of all PRIVATE DWELLINGS agree that the CONDOMINIUM shall be reconstructed or unless any policy or policies of casualty insurance which may cover the damage or destruction of said building require the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all PRIVATE DWELLINGS agree to reconstruct said building, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the Plan of Condominium Ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the Project which may then prevent the reconstruction of the CONDOMINIUM, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to the ASSOCIATION, for itself and for the benefit of the owners of all PRIVATE DWELLINGS, under any insurance policy or policies then existing. Reference to two-thirds of the total value of all of the building and improvements shall be taken to mean two-thirds of the total value of all of the building and improvements as of the day prior to the event or events causing such damage or destruction as determined by the Board of Directors of ASSOCIATION

If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of Resolution of the Board of Directors of ASSOCIATION to said effect, and notice of the cancellation and termination hereof, shall be executed by the President and Secretary of ASSOCIATION in recordable form and such instrument shall be recorded in the Public Records of Dade County, Florida. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of PRIVATE DWELLINGS shall be and become tenants in common as to ownership of the real property herein described, and any then remaining improvements thereon the undivided interest in such real property and remaining improvements held by the owner or owners of each PRIVATE DWELLING to be the same as the undivided interest in COMMON PROPERTY which was formerly appurtenant to such PRIVATE DWELLING, and the lien of any mortgage or other encumbrance upon each PRIVATE DWELLING shall attach in the same order of priority, to the percentage of undivided interest of the owner of the PRIVATE DWELLING in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein the owner or owners of all PRIVATE DWELLINGS still habitable shall, within sixty (60) days from date of recording of said Certificate of Resolution deliver possession of their respective PRIVATE DWELLINGS to ASSOCIATION. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the PRIVATE DWELLINGS and their mortgagees, as their respective interest may appear, such distribution to be made to the owner or owners of each PRIVATE DWELLING in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. The assets of ASSOCIATION, upon termination of the Plan of Condominium Ownership created hereby shall then be distributed to all of the owner or owners of each PRIVATE DWELLING and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of a final insurance indemnity.

Except in the event of this Declaration of Condominium and the Plan of Condominium Ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all PRIVATE DWELLINGS and all of the parties holding mortgages, liens or other encumbrances against any of said PRIVATE DWELLINGS, in which event, the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens, or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforesaid parties, and such instrument or instruments shall be recorded in the Public Records of Dade County, Florida.

XXIX. AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of ASSOCIATION owning a majority of the PRIVATE DWELLINGS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of ASSOCIATION, or other Officer of

ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than (30) thirty days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by a affirmative vote of the members owning not less than 30 PRIVATE DWELLINGS in the CONDOMINIUM in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Dade County, Florida within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said Amendment or Amendments in the form which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all PRIVATE DWELLINGS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION prior to such meeting or at such meeting. ✓

Notwithstanding anything herein contained to the contrary, it is declared as follows:

- a) No alteration in the percentage of ownership in COMMON PROPERTY appurtenant to each PRIVATE DWELLING, or alteration for the basis of sharing common expenses and other apportionment of assessments which may be levied by ASSOCIATION in accordance with provisions hereof, or alteration of basis of ownership of COMMON SURPLUS, shall be made without written consent of all of the owners of all PRIVATE DWELLINGS and their respective mortgagees, being first had and obtained.
- b) No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Institutional Lender or Institutional Lenders shall be made without written consent of all Institutional Lenders then holding mortgages on PRIVATE DWELLINGS in the CONDOMINIUM being first had and obtained.
- c) No alteration, amendment or modification of the rights and privileges granted and reserved here under in favor of DEVELOPER shall be made without the written consent of said DEVELOPER being first had and obtained.

#### XXX. REMEDIES IN EVENT OF DEFAULT

The owner or owners of each PRIVATE DWELLING shall be governed by and shall comply with the provisions of this Declaration of Condominium

and the Articles of Incorporation and By-Laws of ASSOCIATION, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any PRIVATE DWELLINGS shall entitle ASSOCIATION or the owner or owners of other PRIVATE DWELLINGS to the following relief:

A) Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of ASSOCIATION, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by ASSOCIATION or, if appropriate, by an aggrieved owner of a PRIVATE DWELLING.

B) The owner or owners of each PRIVATE DWELLING shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a PRIVATE DWELLING or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C) In the event of litigation or other legal proceeding between the ASSOCIATION and the owner of any PRIVATE DWELLING, whether by reason of an alleged default, breach of the Declaration of Condominium or other condominium instruments, or other causes arising out of the relationship between the said owner and the ASSOCIATION, and irregardless of whether the ASSOCIATION appears in the said action as a Plaintiff or Defendant, the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceedings, and reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any PRIVATE DWELLING be entitled to attorney's fees as against the ASSOCIATION

D) No amendment to the Declaration of Condominium shall be made so long as the DEVELOPER shall be the owner of one (1) or more PRIVATE DWELLINGS without the written consent of said DEVELOPER first being had and obtained.

E) All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of a PRIVATE DWELLING pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such additional and other rights, remedies or privileges as may be available to such party at law or in equity.

F) The failure of the DEVELOPER to enforce any right, privilege covenant or condition which may be granted to the DEVELOPER by this Declaration of Condominium or other above mentioned document shall not constitute waiver of the right of DEVELOPER to thereafter enforce such right, provision, covenant or condition in the future.

XVII. DEVELOPERS RIGHT TO SELL OR LEASE AND RIGHT TO REPRESENTATION ON BOARD OF DIRECTORS.

So long as DEVELOPER shall own any PRIVATE DWELLING, th said

DEVELOPER shall have the absolute right to lease or sell any such PRIVATE DWELLING to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of any PRIVATE DWELLING by DEVELOPER, the right of first refusal and any right of redemption herein granted to ASSOCIATION shall not be operative or effective. Further, so long as the DEVELOPER is the owner of one or more PRIVATE DWELLINGS in the CONDOMINIUM, the said DEVELOPER shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION. Whenever DEVELOPER shall be entitled to designate and select persons to serve on any Board of Directors of ASSOCIATION, the manner in which such persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION, and DEVELOPER shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such persons to act and serve in the place of any Directors or Director so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by DEVELOPER need not be a resident in the CONDOMINIUM. However, the said DEVELOPER shall be responsible for the payment of any assessments which may be levied by ASSOCIATION against any PRIVATE DWELLING or PRIVATE DWELLINGS owned by the said DEVELOPER, and for complying with the remaining terms and provisions hereof in the same manner as any owner of a PRIVATE DWELLING in the CONDOMINIUM.

Any representative of DEVELOPER serving on the Board of Directors of ASSOCIATION, shall not be required to disqualify himself upon any vote upon any management contract or other contract or lease between DEVELOPER or any individual partnership or corporation having an identity of interest with DEVELOPER and ASSOCIATION where the said DEVELOPER or said individual partnership or other corporation having an identity of interest with said DEVELOPER may have a pecuniary or other interest. Similarly, DEVELOPER, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any management contract, or other agreement, lease or matter between DEVELOPER or any individual partnership or corporation having an identity of interest with said DEVELOPER and the ASSOCIATION where the said DEVELOPER, or individual, partnership or corporation having an identity with said DEVELOPER may have a pecuniary or other interest. The rights and privileges reserved in this Declaration of Condominium, and in Exhibits hereto, in favor of DEVELOPER are assignable by the DEVELOPER to any party who may be hereafter designated by DEVELOPER to have and exercise such rights in its behalf.

#### XXKIII. RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

"Institutional Lender" or Institutional Lenders", as the terms are used herein, shall mean and refer to banks, savings and loan associations, insurance companies, or FHA approved mortgage lenders. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any PRIVATE DWELLING or PRIVATE DWELLINGS, or shall be the owner of any PRIVATE DWELLING or PRIVATE DWELLINGS, such Institutional Lender or Institutional Lenders shall have the following rights; to wit:

A) To approve the company or companies with whom casualty insurance is placed and the amount of such casualty insurance to be carried from time to time by the ASSOCIATION.

B) To approve the Insurance Trustee designated by the ASSOCIATION.

C) To be furnished with at least one copy of the Annual Financial Statement and Report of ASSOCIATION, prepared by Certified Public Accountant designated by the ASSOCIATION including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.

D) To be given notice by the ASSOCIATION of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of ASSOCIATION, which notice shall state the nature of the Amendment being proposed.

E) To be given notice of default by any member owning any PRIVATE DWELLING encumbered by a mortgage held by any Institutional Lender or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Institutional Lender or Institutional Lenders, or to the place which it or they may designate in writing to the ASSOCIATION.

F) To cause ASSOCIATION to create and maintain an Escrow Account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the ASSOCIATION is required to keep in existence, it being understood that the ASSOCIATION shall deposit in an Escrow Depository satisfactory to such Institutional Lender or Institutional Lenders a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said Escrow Account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor. The insurance Trustee designated by ASSOCIATION shall be the Escrow Depository for purposes hereof or Board of Directors of ASSOCIATION may designate any Institutional Lender interested in the CONDOMINIUM to act in such capacity.

Whenever any Institutional Lender or Institutional Lenders desire the provisions of this Article XXXIII to be applicable unto it, it shall serve written notice of such fact upon the ASSOCIATION by Registered Mail or Certified Mail addressed to the ASSOCIATION and sent to its address stated herein identifying the PRIVATE DWELLING or PRIVATE DWELLINGS upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any PRIVATE DWELLINGS owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the ASSOCIATION to such Institutional Lender or Institutional Lenders.

In the event that CHASE FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, shall hold any mortgage upon a PRIVATE DWELLING or PRIVATE DWELLINGS, then said CHASE FEDERAL SAVINGS AND LOAN ASSOCIATION, shall exercise the rights reserved unto Institutional Lenders. At such time as CHASE FEDERAL SAVINGS AND LOAN ASSOCIATION does not hold a mortgage on any PRIVATE DWELLINGS, then, if two (2) or more Institutional Lenders hold any mortgage or mortgages upon any PRIVATE DWELLING or PRIVATE DWELLINGS, and/or shall be the owner of any PRIVATE DWELLING or PRIVATE DWELLINGS, the exercise of the rights above described or manner of exercising said rights, shall vest in the Institutional Lender whose principal office is located in closest proximity to the CONDOMINIUM, and the decision of such Institutional Lender shall be controlling. ASSOCIATION shall apprise any Institutional Lender or Institutional Lenders of the name of the said Institutional Lender which maintains





UNDIVIDED INTEREST IN THE COMMON PROPERTY  
OF WESTLAND PLAZA GARDENS CONDOMINIUM

The following is the schedule of percentage of undivided interest in common property and of percentage of undivided interest in common surplus appurtenant to each Private Dwelling:

<u>PRIVATE DWELLING NO.</u>	<u>PERCENTAGE OF UN-DIVIDED INTEREST</u>
1	.020
2	.020
3	.029
4	.029
5	.029
6	.029
7	.029
8	.029
9	.022
10	.022
11	.022
12	.022
13	.022
14	.022
15	.029
16	.029
17	.029
18	.029
19	.029
20	.029
21	.029
22	.029
23	.029
24	.029
25	.029
26	.029
27	.029
28	.022
29	.022
30	.022
31	.022
32	.022
33	.029
34	.029
35	.029
36	.029
37	.029
38	.029

*Leg. State of N.S.*

SCHEDULE OF EXHIBITS

TO

DECLARATION OF CONDOMINIUM

- EXHIBIT A Survey of the land and graphic description of plot plan of the improvements.
- EXHIBIT B Percentage of undivided interest assigned to each private dwelling.
- EXHIBIT C Articles of Incorporation of Westland Plaza Gardens Condominium, Inc., a non-profit corporation organized under the laws of the State of Florida.
- EXHIBIT D By-Laws of Westland Plaza Gardens Condominium, Inc.