This instrument prepared by
William Gundlach
1040 Bayview Drive
Fort Lauderdale, Fla.

DECLARATION FOR CREATION OF A CONDOMINIUM

70- 49643

I. STATEMENT OF INTENT.

WILLIAM GUNDLACH, Trustee, (hereinafter referred to as the "Developer", as owner of the property described in Attachment "A" to this Declaration, intends to construct on said property a multi-family dwelling containing, among other things, a maximum of SIXTY-FIVE condominium units, common elements and other facilities more fully hereinafter identified, and it is intended by this Declaration to subdivide the said property into a maximum of SIXTY-FIVE separate parcels of real property, which in accordance with provisions herein contained, shall be subject to the benefits and conditions of a Condominium.

II. SUBMISSION STATEMENT.

The Developer, therefore, for himself, his heirs and assigns, declares that said property described in Attachment "A" from and after the date of recording of this Declaration, in the Office of the Clerk of the Circuit Court in and for Broward County, Florida, shall be subject to each and every of the terms and conditions of this Declaration until such time as the same is terminated as by this Declaration provided or is dissolved by operation of law.

III. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

(a) Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(b) Association means the entity responsible for the operation of the condominium.

(c) By-Laws means the by-laws of the condominium association for the government of the condominium, as they may exist from time to time.

(d) Common elements shall mean all portions of the condominium property not included in the units.

(e) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(f) Unit means a part of the condominium property which is to be subject to private ownership. The words"apartment" and "unit" may be used interchangeably herein as the context requires.

(g) Institutional lender shall mean any National or State chartered Bank, Savings and Loan Association or an Insurance company doing business in Broward County, Florida.

IV. NAME AND ADDRESS:

The name by which this condominium is to be identified is BAYSHORE EMBASSY CONDOMINIUM, and its address is 550 Bayshore Drive, Fort Lauderdale, Florida.

V. LAND DESCRIPTION.

The legal description of the land included in this condominium is described in Attachment "A" to this Declaration which by reference forms a part hereof.

VI. IDENTIFICATION OF CONDOMINIUM UNITS.

The condominium building shall contain five (5) floors. The first floor shall contain the following condominium units: three (3) one bedroom condominium units, one (1) two bedroom condominium unit, and one (1) large recreation area designated as "Condominium X". These units shall bear the designations of 101, 102, 103, 104 and Condominium Unit X.

The second floor shall contain six (6) one bedroom condominium units and nine (9) two bedroom condominium units which bear the following number designations of 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, and 217.

The third floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, and 317.

The fourth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417.

The fifth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 514, 515, 517.

46

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VII SURVEY AND PLOT PLAN.

Attached to this Declaration of Condominium as Attachment "B" is a survey of the land and a description of the improvements in which the units are located, sufficient that each unit and the common elements, improvements and appurtenances can be determined by location, dimensions and size.

VIII. COMMON ELEMENT EXPENSES: COMMON SURPLUS: VOTING RIGHTS: MAINTENANCE.

A. COMMON ELEMENT EXPENSES: COMMON SURPLUS.

There shall be sixty-four (64) condominium apartment units in which owners shall reside, which units shall be of six (6) basic types: the one bedroom "Type A" unit, and the two bedroom units designated as "Type B", "Type C", "Type D", "Type E" and "Type F". There are twenty-seven (27) one bedroom "Type A" condominium units; thirteen (13) two bedroom "Type B" condominium units; four (4) two bedroom "Type C" condominium units, four (4) two bedroom "Type D" condominium units; eight (8) two bedroom "Type E" condominium units; and eight (8) two bedroom "Type F" condominium units in the Bayshore Embassy Condominium. The "Type A" units shall jointly bear 34.236% of the common expenses; the "Type B" units shall jointly bear 22.009% of the common expenses; the "Type C" units shall jointly bear 6.520% of the common expenses; the "Type D" units shall jointly bear 6.948% of the common expenses, the "Type E" units shall jointly bear 15.648% of the common expenses; and the "Type F" units shall jointly bear 14.640%. The unit designated as "Condominium X" which shall be owned by the Developer or his assigns and will be leased to the Condominium Association will not be responsible for any part of the common expenses and will, accordingly, not bear any percentage of the expenses thereof. The cost of maintenance, upkeep, taxes assessed to it and all other expenses incidental or in any way related to Condominium Unit X shall be borne by the other members of the Association and charged against them as a common expense in accordance with this Declaration. Any two apartments, if vertically or horizontally, contiguous, may be joined together to make one large apartment. Such joinder will not in any way alter, for condominium purposes, the number of units in the condominium, nor the common expense, the rights in the common elements and common surplus, or any other rights allocable to each individual apartment unit, and such will be construed merely as one owner owning two separate apartments with all rights, duties and obligations applicable and appertaining to each apartment. All such condominium units as are joined together may likewise be separated, but such joinder and separation shall be subject to By-Law requirements of the Condominium Association and such reasonable regulations as may be imposed by the Association.

All condominium apartment units shall bear the common expenses and shall share in the common surplus as follows:

1. One bedroom "Type A" apartments, designated as Apartments 101, 102 103; 203, 205, 207, 211, 212, and 215; 303, 305, 307, 311, 312, and 315; 403, 405, 407, 411, 412 and 415; 503, 505, 507, 511, 512 and 515 shall each bear 1.268% of the common expenses and shall have a 1.268% interest in the common surplus.

2. Two bedroom "Type B" apartments designated as 104, 201, 214, 217; 301, 314, 317; 401, 414, 417; 501, 514 and 517 shall each bear 1.693% of the common expenses and shall have a 1.693% interest in the common surplus.

3. Two bedroom "Type C" apartments designated as 202, 302, 402, and 502, shall each bear 1.630% of the common expenses and shall have a 1.630% interest in the common surplus.

4. Two bedroom "Type D" apartments, designated as 209, 309, 409 and 509 shall each bear 1.737% of the common expenses and shall have a 1.737% interest in the common surplus.

5. Two bedroom "Type E" apartments designated as 206, 208; 306, 308; 406, 408; 506 and 508 shall each bear 1.956% of the common expenses and shall have a 1.956% interest in the common surplus.

6. Two Bedroom "Type F" apartments designated as 204, 210, 304, 310; 404, 410; 504 and 510, shall each bear 1.830% of the common expenses and shall have a 1.830% interest in the common surplus.

7. As hereinabove set forth, Condominium "X" shall bear no portion of the common surplus and shall have no interest in the common surplus but shall share equally in the use of the common elements with all other condominium units.

OFF. REC. 4189 PAGE 505

B. VOTING RIGHTS

Subject to the provisions and restrictions as set forth in the By-Laws of the Association, each condominium unit is entitled to one vote regardless of its size or how title is held. Cumulative vote shall not be permitted. Members of the Board of Governors shall be elected by plurality vote.

C. MAINTENANCE: COMMON ELEMENT MAINTENANCE AND INDIVIDUAL MAINTENANCE:

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the apartment which contribute to the support of the building, (excluding, however, interior wall, ceiling and floor surfaces), and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, exterior boundary walls of apartments and load-bearing columns, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartment (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures) and all incidental damage caused to be done by the Association in conjunction therewith.

2. The responsibility of the condominium unit owner shall be as follows: to maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association; to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building; nor to paint or otherwise decorate or change any portion of the building not within the walls of the apartment, unless the written consent of the Association is obtained; to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association, and not to make any alterations in the portion of the apartment or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Governors of the Association, nor shall any apartment owner impair any easement without first obtaining the written consent of the Association and of the apartment owner or owners for whose benefit such easement exists. Although the compressor for the air conditioner for each apartment unit is located on the roof of the building and not within the confines of the individual apartment, nevertheless it shall be the responsibility of each unit owner to care for, maintain, repair and replace such compressor and other air conditioning equipment as needed and as an individual, and not a common expense.

IX. METHOD OF AMENDING DECLARATION OF CONDOMINIUM.

This Declaration may be amended at any regular or special meeting of the unit owners of this condominium called in accordance with an affirmative vote of seventy-five per cent (75%) of all the unit owners of the condominium. The amendment shall be evidenced by certificate executed with the formalities of a deed in proper form for recording and shall include the recording date identifying the Declaration. After the amendment has been passed and approved by the Association, the same shall be recorded in the Public Records of Broward County, Florida, according to law. No amendment shall change any condominium unit's proportionate share of the common elements, the common expenses, or of the common surplus or the voting rights as herein granted to each unit, unless all owners of all condominium units shall, by unanimous, one hundred per cent (100%) vote, approve and join in the execution of such amendment, nor shall any amendment restrict, alter, impair, or change any rights of an institutional or other first mortgagee to acquire, lease or sell a unit, and any such attempt shall be void. Likewise, the Declaration may not be amended by any vote so as to change or impede in any way the right of the Developer to appoint a majority of the members of the Board of Governors of the Association until sixty (60) units in the condominium have been sold, nor interfere with, alter or abrogate the right of the Developer to lease for such periods and to such person or persons as it shall desire and to make the first sale of each apartment, all without Association approval. No alterations, amendments, revisions or other changes shall be made in Article XVII "Insurance", without the specific concurrence and approval in writing of all institutional lenders who may have mortgages on any of the condominium units. The Developer reserves the right, acting alone, to amend the Declaration at any time prior to the recorded conveyance of any apartment by Warranty Deed to any purchaser.

OFF 4189 PAGE 506

X. OPERATION OF CONDOMINIUM ASSOCIATION.

This condominium shall be operated by a non-profit corporation named "BAYSHORE EMBASSY CONDOMINIUM, INC." which corporation is herein sometimes called "The Association". The owners of each condominium unit shall automatically become members of Bayshore Embassy Condominium, Inc. upon recording of a Warranty Deed to a condominium unit. Likewise, membership shall automatically terminate upon cessation of such ownership. No rights shall vest in any person who is in the process of purchasing a condominium

unit, either in the unit to be purchased, in the land, in the Association, or in the condominium itself until title to the purchased unit is recorded. There shall be no other membership. The following miscellaneous rights and powers shall apply:

(1) The Association, which is incorporated, shall act through its officers and Board of Governors and shall have the capability of contracting, bringing suit and being sued. Service of process upon the Association shall be in the manner prescribed by law for non-profit corporations. Service of process upon the Association shall not constitute service of process upon any unit owner.

(2) No unit owner, except as an officer or a member of the Board of Governors of the Association, shall have any authority to act for the Association.

(3) The powers and duties of the Association shall include those set forth in this Declaration, those in the Charter creating the Association, and those set forth in its By-Laws. The general membership shall elect the members of the Board of Governors and the Board of Governors shall elect the officers of the Association.

(4) The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

(5) The Association shall have the right to adopt, establish, proclaim and enforce such rules and regulations for the use of the condominium units and the common elements and any other property jointly leased by all members of the Association. The Association shall have the power to enforce the provisions of this Declaration of Condominium for and in behalf of its members and its By-Laws.

(6) The Association shall have the right to alter and improve the common areas and to assess each unit owner their proportional share thereof.

(7) The Association shall have a lien against any unit for the unpaid portion of properly levied assessments, and shall be entitled to enforce said lien in the same manner as though said lien were a mortgage.

XI. ASSESSMENTS: LIEN AND PRIORITY: INTEREST: COLLECTION.

(1) The Association shall have the power to make and collect assessments and shall maintain accounting records with respect thereto according to good accounting practices which shall be open to inspection by unit owners at reasonable times. Such record shall include:

(a) A record of all receipts and expenditures.

(b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due.

(2) Common expenses shall include all expenses connected with the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expense which shall be incurred by the Association which shall ratably or equally benefit all unit owners.

(3) A Unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from grantor the amounts paid by the grantee therefor.

(4) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit against which the assessment is made.

(5) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate provided in the Declaration, not to exceed the maximum rate allowed by law, and if no rate is provided, then at ten per cent (10%) per annum.

(6) The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, and against the unit owner of such condominium parcel. Such owner shall, in addition, be liable for all costs and reasonable attorney's fees incurred by the Association in the collection of such assessment or enforcement of such lien and the lien shall secure the same. The lien shall be effective from and after the time of its recording in the public records of Broward County, and shall state the description of the condominium parcel, the name of the record owner, the amount due, including a reasonable attorney's fee, and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims shall include only assessments which are due and payable when the claim of lien is recorded.

OFF. REC. 4180 PAGE 507

Such claims of lien shall be signed and verified by an officer or agent of the Association and completed in a manner which shall entitle them to be recorded. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

(7) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid in the condominium parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgement for unpaid assessments may be maintained without waiving the lien securing the same.

(8) Where a mortgagee, a lien claimant, a pledgee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure brought on such pledge, mortgage or other lien, or by deed in lieu of foreclosure thereof, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel and chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners including such acquirer, his successors and assigns. No assessments for capital improvements shall be made against or shall attach to any unit owned by an institutional lender, which unit was acquired by such lender as a direct result of a foreclosure of a mortgage owned by the lender or by deed in lieu of foreclosure.

XII. LIMITATION ON LIABILITY OF UNIT OWNER.

(1) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and the By-Laws.

(2) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occuring within his house.

(3) Property taxes, special assessments and other taxes and levies which are levied by municipalities, counties and other taxing authorities on the condominium units shall be assessed against the individual condominium unit and not upon the condominium as a whole. Property taxes and special assessment levied upon the common areas or upon any property collectively rented by the condominium owners shall be allocated and assessed against each condominium unit in the percentage which each shares in the common expenses and surplus. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon such condominium parcel so assessed and upon no other portion of the condominium parcel.

(4) All provisions of this Declaration relating to a condominium parcel which has been sold for taxes or special assessments shall survive and be enforceable after the issuance of a tax deed or master's deed upon the foreclosure of an assessment, certificate of lien, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee or the owner of the title immediately prior to the delivery of the tax deed or master's deed. The restrictions, terms and conditions of this Declaration shall run with the land and hereafter be binding upon all who own or hold hereunder.

XIII. COMPLIANCE AND DEFAULT, NON-ASSESSMENT.

Each unit owner shall be governed by and shall comply with this Declaration, the By-Laws, the Rules and Regulations as promulgated by the Board of Governors from time to time, and the laws of the State of Florida as they may exist from time to time. Failure to do so shall entitle the Association or unit owner to sue for such sums as it may be damaged or to sue for injunctive relief or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner. Such relief shall not be exclusive of other remedies provided by Law. Should the Association prevail in a court of competent jurisdiction against a unit owner for failure to comply with the duties imposed by this Article, such unit owner shall pay all the court costs connected therewith, together with a reasonable attorney's fee as determined by the court.

OFF. REC. 4189 PAGE 508

XIV. THE CONDOMINIUM PARCEL.

Each condominium parcel shall consist of the condominium unit plus an inseparable and undivided share of the common elements as identified in Attachment "B" to this Declaration. Each condominium unit shall constitute a separate parcel of real property. Each condominium unit, for purposes of this Declaration, shall be deemed to be independent of all other condominium units, but shall be subject to the laws of the State of Florida, this Declaration and the By-Laws and other regulations as applicable. Nothing herein shall in any way or under any circumstance, be construed to authorize, permit or allow a partition of any part of the common elements by any unit owner. The lower and upper limits of each apartment unit are one inch below the upper surface of the concrete floor slab and one inch above the lower surface of the ceiling, respectively. The vertical plane formed one inch inside each boundary wall of the apartment unit shall constitute the side and outer limits of the apartment, excepting only that where there is a balcony extending from any apartment, the outside boundary shall be extended to include such balcony. Should such an ower of a condominium acquire by purchase an adjoining unit, said owner may be permitted, with the specific written approval of the Board of Governors, reasonable ingress and egress between the units by removal of all or part of the separating wall and such wall shall thereafter be considered an inside wall and not a boundary wall. Likewise, should an owner acquire two condominium units, one above and one below the other, with the specific written approval of the Board of Governors of the Association, the apartments may be joined by one set of stairs and/or one elevator. Such shall not interfere with the structural stability of the building. All expenses connected therewith shall be borne by the owner desiring the alteration. There shall be no common expense in connection therewith. The inside area of the interior walls of each apartment unit are burdened with an easement for the benefit of the other unit owners for purposes of pipes, utilities, wires, cables and other similar items. Removal or rearrangement of such interior walls shall be made only with the written consent of the Board of Governors. Such easement may be waived by the Board of Governors for and in behalf of the condominium unit owner.

No unit shall be subdivided or broken down into smaller parts than now exist and any attempt to do so shall be null and void and any conveyance without force and effect. Nor can there be a pledge, mortgage encumbrance or any other transaction affecting the unit, or any part thereof less than the whole which will be effective and enforceable. Such attempt will be null and void.

The following easement shall be from each condominium unit owner to the others and to the Association:

(1) Structural Support. Every portion of the unit contributes to the support of the other parts thereof, and, accordingly, each unit is burdened with an easement for structural support for the benefit of each other condominium unit and for the common elements.

(2) Maintenance, etc. Maintenance, repair and replacement easements are granted through each unit, which includes easements for all facilities for furnishing of utility service within the building to units or to the common elements. Easements are reserved over all balconies whenever reasonably required for emergency ingress. No apartment shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easement rights.

(3) Encroachment. Should any unit encroach upon another or upon the common elements and such be not the result of a deliberate action on the part of the unit owner, or should a common element encroach upon a condominium unit and the same be unintentional, then in either case an easement shall exist from one to the other so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one owner upon whose property such encroachment exists.

XV. GENERAL CONDITIONS, COVENANTS AND RESTRICTIONS.

(1) The owner of each unit of Bayshore Embassy Condominium shall occupy and use such condominium units as private dwellings for himself and the members of his family and social guests and for no other purpose including business purposes. If title to the condominium unit be taken in the name of a corporation, the officer approved for occupancy shall, for the purpose of this Declaration, be assumed to be the owner. Domestic servants, houseboys, companions, nurses, health aides, or other

OFF. REC. 4189 PAGE 509

persons in the employ of an owner are permitted to occupy the condominium unit with the owner, or to occupy employer's separate but adjacent condominium unit, when such occupancy in the condominium building is essential to their employment. However, such occupancy by employees will be only during the time that the owner is in fact in actual physical residence in the condominium and at no other time. Such employees of owner may not use the common areas except for ingress and egress to and from the owner's apartment and may not use any of the recreational or other facilities of the condominium. All occupancy rights of employees shall cease upon the employer not being in actual physical residence in the condominium and upon termination of employment. This clause shall be construed to prevent one condominium unit owner from being, and acting in any capacity, as a domestic employee of another condominium owner. Employment shall be conclusively presumed when the employee receives any remuneration for services rendered, regardless of the form of consideration. No children under the age of eight (8) shall be permitted to reside in any of the units or rooms thereof of this condominium, except that such children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any one hundred and twenty (120) day period in any condominium unit. Reasonable rules covering the behavior of children shall be made and enforced by the Board of Governors, Should any minor living on the premises consistently violate such rules, this shall be considered a nuisance and proper legal remedy may be taken under paragraph XIII above, or any other section of this Declaration or the laws of the State of Florida. One dog weighing no more than fifteen (15) pounds when full grown, or one domestic cat or a maximum of two small birds may be kept by the owner of each condominium apartment. A unit owner shall not keep any other pet or animal in his apartment without the written consent of the Board of Governors. Decision and action by the Board of Governors in granting or withholding written consent in any case shall not constitute a precedent as to other owners. Dogs must be kept under leash at all times when taken outside of the unit and shall be "walked" away from the building and grounds. Dogs, cats, or other pets shall be carried in arms in the corridors and the elevator, and shall be allowed in the service elevator only. If a pet becomes a nuisance to a majority of the unit owners living on either side of, across the hall from, above and below the owner of such pet, then upon written application from such majority to the Board of Governors, the Board of Governors shall order the permanent removal of the pet from the building. The unit owner will not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property or obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. No clothes lines or similar devices shall be allowed on any portion of the condominium property, including the common elements. No balcony shall be enclosed or altered in any way, nor any change of any kind made on the exterior of the condominium by a unit owner, including by way of illustration, awnings, air conditioning units, TV or radio antennas, wiring, paint or otherwise. Exterior glass in the color as provided by the Developer shall be maintained by all owners. All windows shall have draw drapes to cover them. Draw drapes facing the outside shall be white or silver backed. There shall be no venetian blinds, plantation shutters, or other window devices used in the window either alone or in conjunction with drapes. Roll shades may be used, but when used must be white on the side exposed to outside viewing. No unit owner shall alter or modify any structural parts of the unit without the specific written approval of the Board of Governors. Approval may be granted for alterations by the Board of Governors of non-load bearing interior partitions of units upon a certification of safety by a competent registered engineer. All costs included or connected with such approval and alteration shall be borne by the unit owner seeking the change. No signs shall be displayed in or upon any portion of the condominium property by any person or corporation without the written consent of the Board of Governors, provided, however, that until a first sale of all condominium units be made, the Developer may erect reasonable signs on the common elements to aid in sales promotion of unsold units and for directional purposes.

(2) There shall be no improper, immoral or unlawful use made of the premises, nor shall there be any violation of any zoning ordinances or other governmental regulations applying to the condominium units or the condominium.

(3) Liens, Suits, Mortgages, Foreclosures.

Each unit owner will notify the Board of Governors of all encumbrances against his unit, including any mortgages, liens or suits filed or threatened against his unit. In the event of a foreclosure of any mortgage, lien or other encumbrances on a condominium unit, or in the event of a threatened sale of the condominium unit as a result of any unlawful levy, the Association, acting through the Board of Governors, shall have the right, at any time after the Order of Foreclosure is entered by a Court of competent jurisdiction or after actual levy by the Sheriff, but prior to the public sale thereof, to redeem the condominium unit for and in behalf of the unit owner for the amount decreed by the Court to be owing, including costs and attorney's fees, and the condominium unit owner shall simultaneously convey by appropriate Warranty Deed his interest therein to the Association upon payment by the Association of such sum to the Court. The condominium unit owner shall by such transfer waive any and all rights in and to any monies which the condominium Association shall obtain upon the resale of said unit over and above the Court purchase price, if such be the case. If the Association does not exercise its right prior to public sale to pay off the indebtedness against the property and receive a Warranty Deed, such right shall expire. Nothing herein shall be construed as limiting the Association from bidding and purchasing at the public sale, however, even after the expiration of its rights above set forth.

(4) Leasing or Sale of Unit; Right of First Refusal.

Condominium unit owners may lease their apartments only in accordance with this paragraph. No condominium unit shall be leased for a period less than sixty (60) consecutive days nor more than three hundred sixty-five (365) consecutive days. In all instances, the condominium unit owner, as lessor, shall submit to the Board of Governors such reasonable information as the Board of Governors shall require about the Lessee prior to the time that a lease is signed on the condominium unit. If the Condominium Association shall for any reason, disapprove and reject the proposed Lessee where approval is required, the unit owner shall not lease to such person or persons, but shall have the right to submit another bona fide Lessee for approval to the Condominium Association in the same manner. Should the Condominium Association again disapprove the proposed Lessee, the unit owner shall have the right to submit a third Lessee for approval together with the proposed lease. If the Condominium Association shall disapprove the third proposed bona fide Lessee, the Condominium Assocation must exercise the right to rent the condominium unit from the unit owner, upon the same terms and conditions as set forth in the lease presented with the third proposed Lessee, or else, failing to enter such lease within ten (10) days from submission of such third proposed Lessee, together with the proposed lease and reasonable information submitted therewith, the third proposed Lessee shall be automatically approved. If the Condominium Association leases the unit from the unit owner, it shall have the right to assign the rental right or to sub-lease to any party whom it may approve, and the unit owner shall honor such assignment, or sub-lease in the same manner as though the unit owner had assigned or sub-leased. Lessee shall, by written agreement executed simultaneously with any lease, agree to abide by all the rules and regulations of the Association. A violation of any rule by Lessee is tantamount to a violation by Lessor. The Association reserves the right to terminate any lease as owner's agent for such violation as may occur. Nothing herein shall be construed to prevent a Lessor from leasing his condominium unit to a Lessee for a period of time in excess of one (1) year, but before a Lessee shall occupy a leased condominium unit for an extended term beyond one year, the Board of Governors shall re-approve said Lessee's application for occupancy.

Each unit owner grants to the Assocation the right of first refusal to purchase the condominium unit on the terms and conditions as hereinafter set forth, excepting only in case of an inter-family transfer within the first degree of affinity. Each time and so often as a unit owner shall desire to sell and shall receive a bona fide offer

OFF. REC. 4189 PAGE 511

for the same, the unit owner shall first give the Association notice in writing of such offer to purchase, the notice to set forth in detail the terms and conditions of the offer, and shall include a certified copy of the written offer from the bona fide prospective Lessee or purchaser, together with the name, address, age, occupation and size of family to be living in the unit of the prospective Lessee or purchaser. An offer of purchase shall not be considered bona fide unless accompanied by a deposit of at least ten per cent (10%) of the purchase price. The notice shall be delivered to the senior officer of the Association present in the condominium, by registered mail, return receipt.

If the Association desires to exercise its option to purchase upon the same terms and conditions as set forth in the offer of purchase, it shall notify the unit owner of such by registered mail, posted within ten (10) days after receipt of the Association's registered notice as afore provided. Thereafter, the Association shall complete the transaction to purchase in accordance with the terms and conditions of the bona fide offer. The Association has the right to assign the purchase right to any party whom it may have approved and the unit owner shall honor such assignment in the same manner as though the Association were exercising the purchase right.

Any attempt or action taken by a unit owner to avoid or to attempt non-compliance with the terms and conditions of this Declaration shall be construed as voidable at the election of the Association, and the Association shall, within ninety (90) days after a Lessee or purchaser shall have obtained a lease or deed in an improper manner, bring an action at the expense of the unit owner to cancel the same. In absence of action taken within said ninety (90) days, such will be construed to be a waiver of the right to object and thereafter the Lessee or purchaser shall be entitled to full occupancy and other rights associated with his title status.

If the Association shall take no action to exercise its right to first refusal, then the unit owner shall be entitled to complete, with automatic approval of the Board of Governors, its lease or sale in accordance with the bona fide offer as originally presented to the Association. This procedure shall be repeated so often and so long as the unit owners shall lease or sell.

Notwithstanding the above, the right to approve Lessees and the right of first refusal to purchase or lease does not apply:

(a) At a foreclosure sale of an institutional mortgage, or to a voluntary conveyance by a mortgagor to an institutional mortgagee to avoid a foreclosure. Nor does it apply to a lease or sale made by a mortgagee who has acquired title through foreclosure to a bona fide purchaser or lessee for value after the first offering of the same to the Condominium for purchase or lease upon the same terms and conditions as available to the bona fide purchaser or lessee, or:

(b) To the Developer of the condominium, as it is understood that the Developer shall have the unrestricted right to lease any condominium unit or units to any one until the first sale of said unit is made, and to make the first sale of each condominium unit, unrestricted, without notifying any one, getting the approval of any one, or giving the Association or its assigns any first right of refusal.

(c) To a Lessor who leases any property to the Association under which lease, directly or indirectly, the unit owner has pledged his apartment as security for his portion of the rental due, should there be a foreclosure on the condominium apartment to enforce the pledge.

(5) Developer's rights on Board of Governors.

The Developer has reserved the right, until (a) the Certificate of Occupancy has been issued by the proper governmental issuing authority, and (b) sixty (60) units have had a first sale and there are at least twenty (20) persons living in the condominium units, and (c) the building has been continuously occupied for at least six (6) months, to appoint all of the members of the Board of Governors of the Association. Such persons need not be unit owners in the condominium. The Developer shall have the right to change it appointees from time to time as it shall choose. After such time the Board of Governors shall all be unit owners.

OFF. REC. 4189 PAGE 512

XVI. LEASE OF CERTAIN LAND AREAS.

The Condominium Association, as agent, in behalf of all condominium unit owners, has acquired a leasehold interest in and to the land situate, lying and being in Broward County, Florida described in Attachment "C" appended to this Declaration and by reference made a part hereof. Each unit owner, as a condition of ownership of the condominium unit shall upon acquiring his unit, execute for the Association an agreement acknowledging the agency of the Association for such unit owner and agreeing to be bound under the terms and conditions of the lease, to pay his or her designated portion of the lease rental and/or other monetary obligations connected with the lease, and to otherwise comply therewith, and shall execute and deliver a pledge of his or her unit to the Lessor and owner of the above described property as security for his or her full and complete performance thereunder. Lessor will subordinate Lessor's rights in and to Lessee's apartment, as pledged, only to the operation and effect of an institutional mortgage executed by Lessee providing the mortgage does not exceed sixty per cent (60%) of the original purchase price of the apartment unit or its appraised value at the time of the mortgage, whichever is less. Nothing herein shall be construed to cause any unit owner to become liable for any other unit owner's obligation under the lease. Rental payments, although they may be collected simultaneously with the common expenses, shall not be construed as common expenses. For tax purposes only, the value of the fee in the leased land described in Attachment "C" shall be assessed by the Broward County Tax Assessor directly to the owners of the condominium units in the same percentage that each unit shall bear the common element expenses as set forth in Article VIII of this Declaration. The Tax Assessor is directed to add to the tax statement of each condominium unit such additional tax as here determined and to bill the combined total to the unit owner in one tax statement. This procedure shall not be construed to create in any unit owner an interest of any kind whatsoever in the leased land other than that as established under the lease, but shall be deemed to be for convenience only.

XVII. INSURANCE.

Insurance on condominium units and common elements and on any properties leased by the Association for and in behalf of the unit owners of the condominium shall be carried and maintained by the Association for and in behalf of the condominium unit owners, the Association, the Lessor of any property leased to the Association, and, where applicable, the mortgagee. The Association shall carry casualty insurance on all units and on all common elements, and on leased property, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils plus, where available, water damage, vandalism and malicious mischief. Also, the Association shall carry public liability and property damage insurance covering all condominium units, common elements and on leased property. Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended by the Board of Governors or the insurance carrier. The cost of the insurance shall be a common expense.

All policies of casualty insurance covering the condominium units, the common elements and leased property shall have a loss payable clause drawn in favor of an Insurance Trustee and any proceeds of any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association and the unit owners, the Lessor, where applicable, and the unit owner's mortgagees if any. The Association is the acknowledged agent for all unit owners for the purpose of negotiating and settling all claims against the insurance company, and, accordingly, is authorized to execute in behalf of the unit owners in favor of any insurer releases after settlement. The Association shall select as a Trustee any national Banking institution in Broward County, Florida, having assets in excess of Twenty Million Dollars ($20,000,000.00). Any lending institution which shall place original mortgages on more than twenty (20) condominium units in the Bayshore Embassy shall have the right to approve the Insurance Trustee and thereafter, so long as any of the mortgages continue, the Insurance Trustee shall not be changed without such lending institution's consent. The Association shall select insurance companies carrying only the highest rating and having local representatives in Broward County, Florida.

The sole duty of the Trustee is to receive the proceeds of the

casualty insurance and to hold them for the benefit of the Association, the unit owners, the unit owner's mortgagees, if any, the Lessor, where applicable, or other beneficiaries with an insurable interest, and to disburse as hereinafter set forth. The Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence as to the money in its possession. The Trustee shall receive just compensation for its services and such is hereby designated a common expense to be divided ratably, in their various percentages, among the unit owners.

Upon a loss being sustained by the condominium under any coverage, the Association shall first furnish the Trustee with a list of all unit owners, and their mortgagees, if any, and with the name of any other person having a beneficial interest in the policy, and with the percentage interest of participation in the common elements of each unit owner. Such list shall be current and shall be certified as correct by the President of the Association. Thereafter the Association shall obtain three competent appraisals by contractors authorized to do business in Broward County, Florida, as to the cost of repair. The Association shall then negotiate and settle the insurance claims with the insurance company and have the insurance proceeds paid to the Trustee.

No mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of any mortgage or mortgages, unless it be the excess of insurance payments over the replacement cost of the damaged unit, and then only after the unit is fully repaired.

In the event of loss or damage to a condominium unit where the proceeds are paid to the Insurance Trustee for such loss or damage, the Association shall enter a written contract with a reputable contractor authorized to do business in Broward County, Florida for repair of the damaged unit. The contract for repair shall be with the approval and consent of the unit owner. The damaged unit shall be returned to the same condition it was in prior to sustaining the damage, all of which shall be in accordance with the plans and specifications of Richard C. Reilly, Architect, Fort Lauderdale, Florida Commission No. 268-52 as modified by written approval of the Association. The Association shall certify to the Trustee the amount of money required to rebuild the unit and if there is a lack of money in the Trustee's hands to pay for such repairs, the difference shall be supplied by the Association and such difference shall be borne by and assessed to all of the condominium unit owners as a common expense. If the insurance proceeds are sufficient for such repairs or are in excess of the amount needed, the Association shall have the unit repaired and any overage shall be paid to the Association. The Insurance Trustee, prior to and during re-construction, shall disburse monies from his trust only for repairs and only upon the written requisition of the Association. All monies shall be paid by the Trustee for repairs directly to the contractor, who shall furnish to Trustee releases of liens for all monies paid. Contractor shall furnish a performance and payment bond on all repairs costing in excess of Five Thousand Dollars ($5,000.00). Trustee, after receipt of a release of lien, shall not be liable for the proper application of the insurance funds.

In the event of a loss or damage to the common elements whether real or personal, and the damage is covered by casualty insurance, the proceeds thereof shall be paid to the Insurance Trustee to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of repair, or replacement, or reconstruction of the common elements and the condominium units which are damaged, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Association for the use and benefit of all unit owners. If it should appear, however, that the insurance proceeds covering the loss are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, then the Board of Governors shall allocate the repairs of the common elements first from the insurance proceeds and thereafter make and collect an assessment from all owners as a common expense, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement and reconstruction of the common elements and the condominium units which may be damaged.

In all cases, the Association shall furnish to the Insurance Trustee a written contract for repair of the condominium units damaged and/or the common elements. Each condominium unit and common elements shall be repaired and replaced, from time to time, in accordance with the original plans and specifications, or as such plans have been modified by written consent of the Association from time to time. The Insurance Trustee shall disburse the money from the trust upon written request by the Board of Governors of the Association, and only upon receiving simultaneously with a disbursal, a release of lien covering each payment made. The contractor shall join with the Board of Governors of the Association in making payment requisition from the Insurance Trustee. The Insurance Trustee shall not be liable for the application of the monies paid pursuant to such requisition after release of lien is obtained therefor.

In the event that a loss should be sustained on leased property and the same is covered by casualty insurance, the proceeds shall be paid to the Insurance Trustee and the repairs, reconstruction and replacement thereof shall be conducted in the same manner as though there was a loss to a common element. Any assessment necessary to increase the insurance proceeds to a sum sufficient to provide an adequate repair shall be apportioned among the several condominium unit owners, in accordance with their common expense ratio and percentage.

In the event of a loss or damage to personal property belonging to the Association, and the proceeds are paid to the Association, the Association shall replace such damaged property unless it shall determine it to be in the interest of the condominium not to make a replacement, at which time the Association shall distribute such insurance proceeds proratedly among all of the condominium unit owners or their mortgagee or mortgagees, as their interests may appear, in accordance with their participation in the common expense.

XVIII. TERMINATION.

(1) All of the unit owners acting jointly, may terminate this condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective until the holders of all mortgages, pledges, or other encumbrance affecting any of the condominium parcels, join therein and consent and agree thereto in writing by such duly recorded instrument, and that agreement be reached by all such owners and holders of mortgages, liens, pledges or other encumbrances as to the transfer of their claim to the unit against which the lien, mortgage, pledge or encumbrance exists.

(2) Upon the termination of the condominium, the condominium property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall be the same percentage which each such owner bears in the common expenses. Such termination shall not, however, lessen, reduce or affect the liability for rental or the pledge of each condominium unit as security for lease performance.

(3) Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Governors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

(4) The members of the Board of Governors acting collectively as agent for all apartment owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

(5) The termination of a condominium shall not bar the creation of another condominium affecting the same property.

OFF. REC. 4189 PAGE 515

It is the intent of the Developer to create a condominium pursuant to Chapter 711, Florida Statutes, 1967 and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the condominium herein created by this Declaration shall fail in any respect to comply with Chapter 711, Florida Statutes, 1967, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Bylaws attached hereto, the plat certificate and floor survey and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

XX. COVENANTS RUNNING WITH THE LAND.

All provisions of the condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

IN WITNESS WHEREOF we have executed this Declaration this 14th day of April 1970.

Witness:

Hazel M. Golden

William Gundlach

William Gundlach, Trustee and Individually

Betty J. Stephanz

Juanita M Gundlach

Juanita M. Gundlach

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, Trustee and individually, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the persons who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 14th day of April 1970.

Hazel M. Golden

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE, 22, 1973
BONDED THRU FRED W. DIESTELHORST

NOTARY PUBLIC

OFF. REC. 4189 PAGE 516

ATTACHMENT A - Page 1 of 2 Pages

A PART OF THE DECLARATION OF CONDOMINIUM OF

BAYSHORE EMBASSY CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM LAND AREA

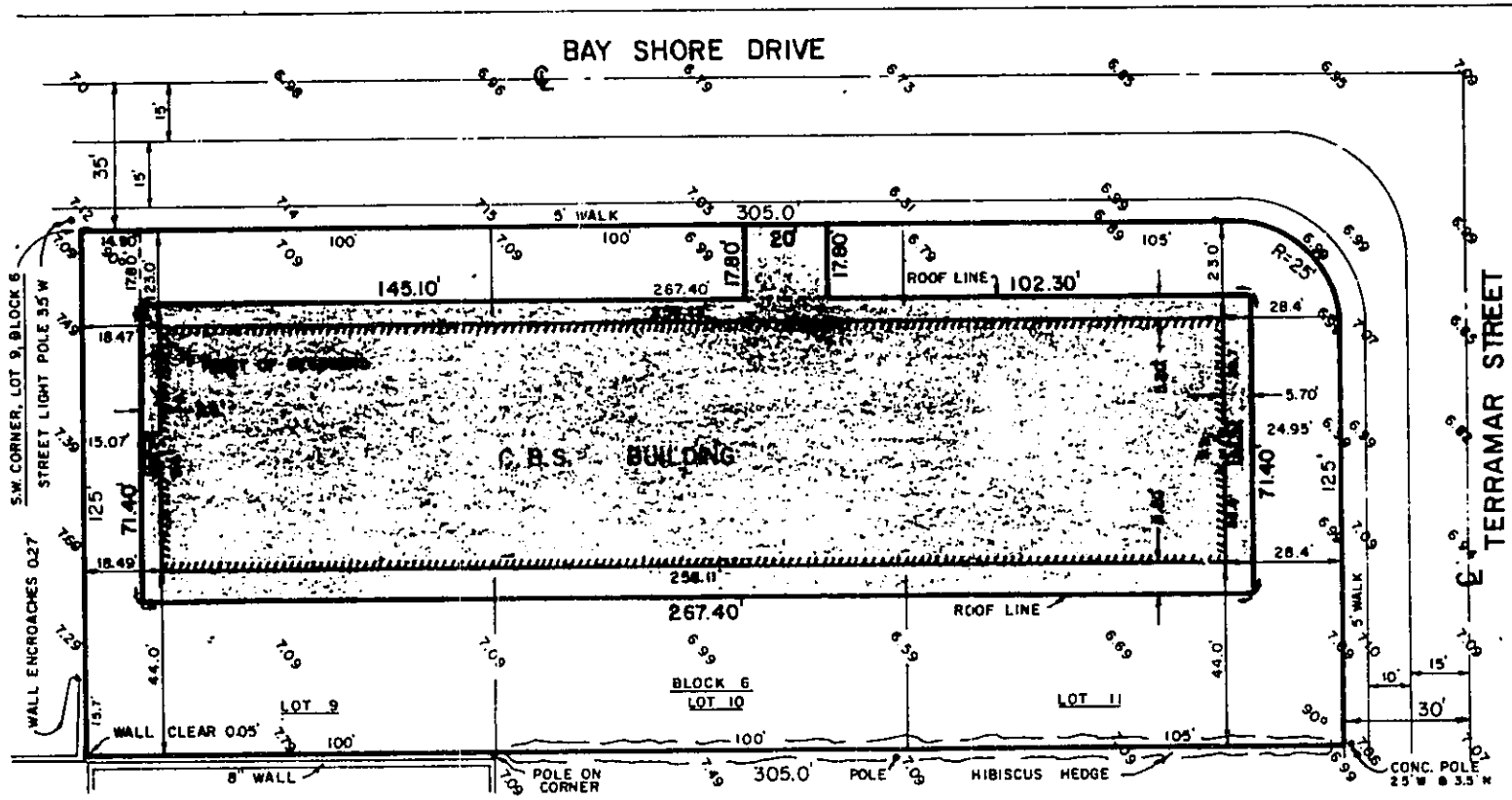
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

SEE 4189 PAGE 517

ATTACHMENT A, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



CERTIFICATE:

I hereby certify that the shadowed area on this survey accurately shows the location of the Bayshore Embassy Condominium and the ingress and egress thereto. The legal description of the condominium land appears hereon.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By: J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

CONDOMINIUM LAND AREA

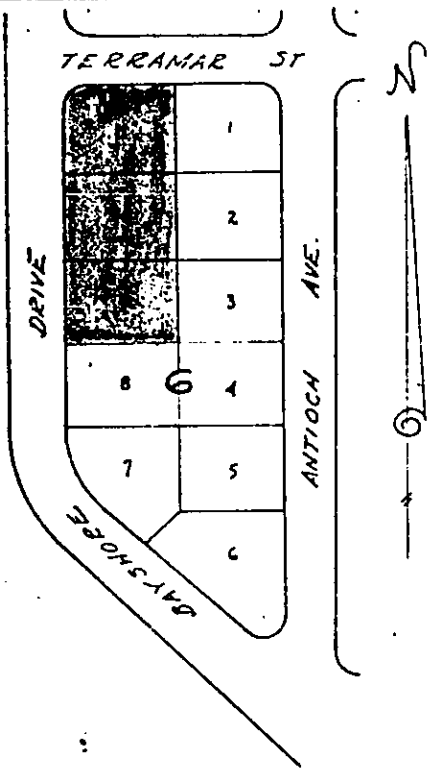
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10, thence Southerly along the said West line of Lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

OFF. REC. 4189 PAGE 518

KODAK SAFETY-A FILM A+



o Indicates Marker
Scale 1" = 40'

Note: Elevations based on assumed datum.

CERTIFICATE OF SURVEY

Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida.

FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

We hereby certify that we have this day completed a survey of the above described premises; that markers have been set as indicated and that this drawing is a true and correct delineation thereof.

Dated at Fort Lauderdale, Florida, this 6th day of June, 1957.

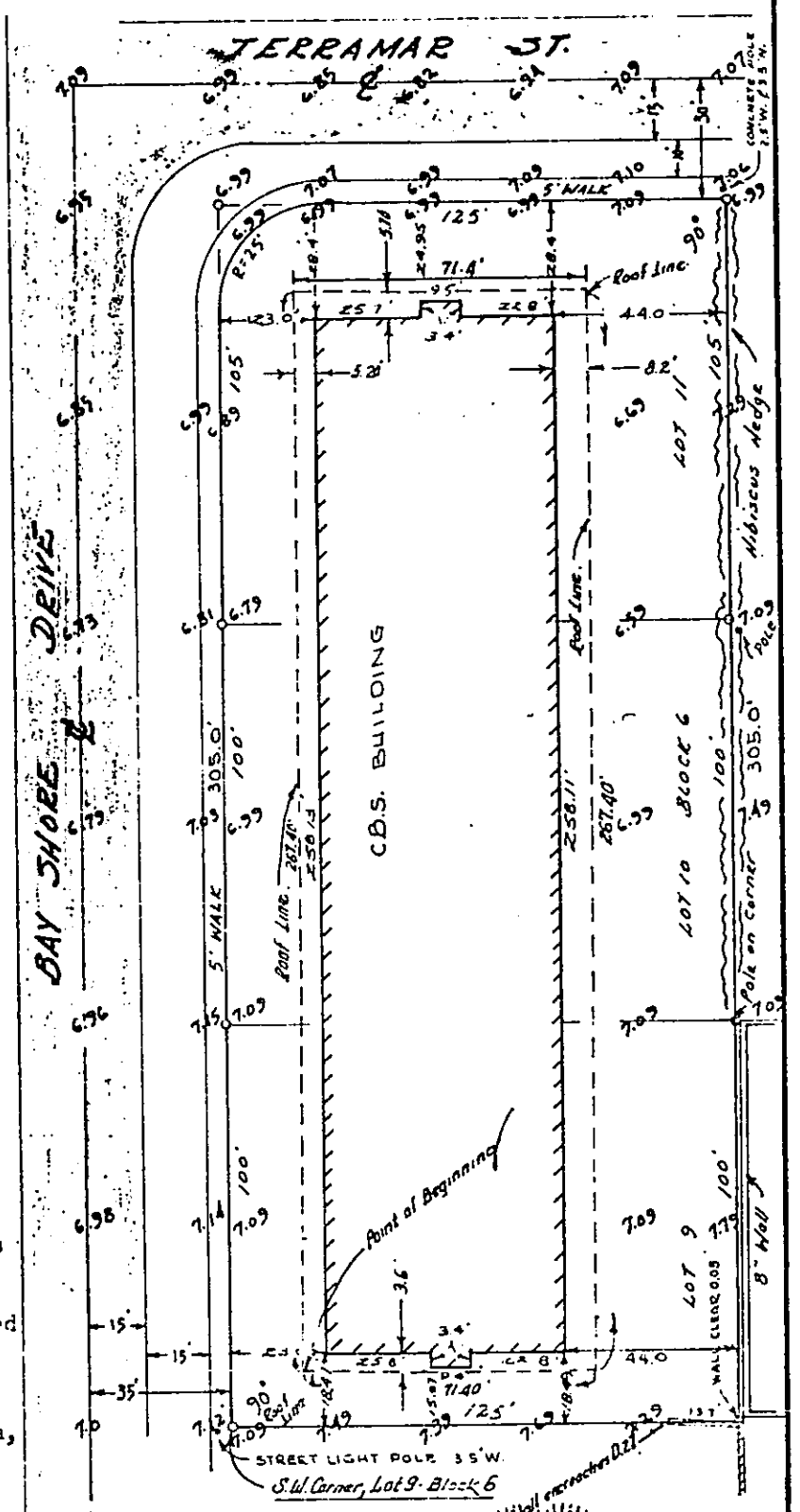
Re-Surveyed this 10th day of December, 1968, elevations not rechecked.

Building location made this 15th day of July, 1969.
Final building location made this 24th day of February, 1970.

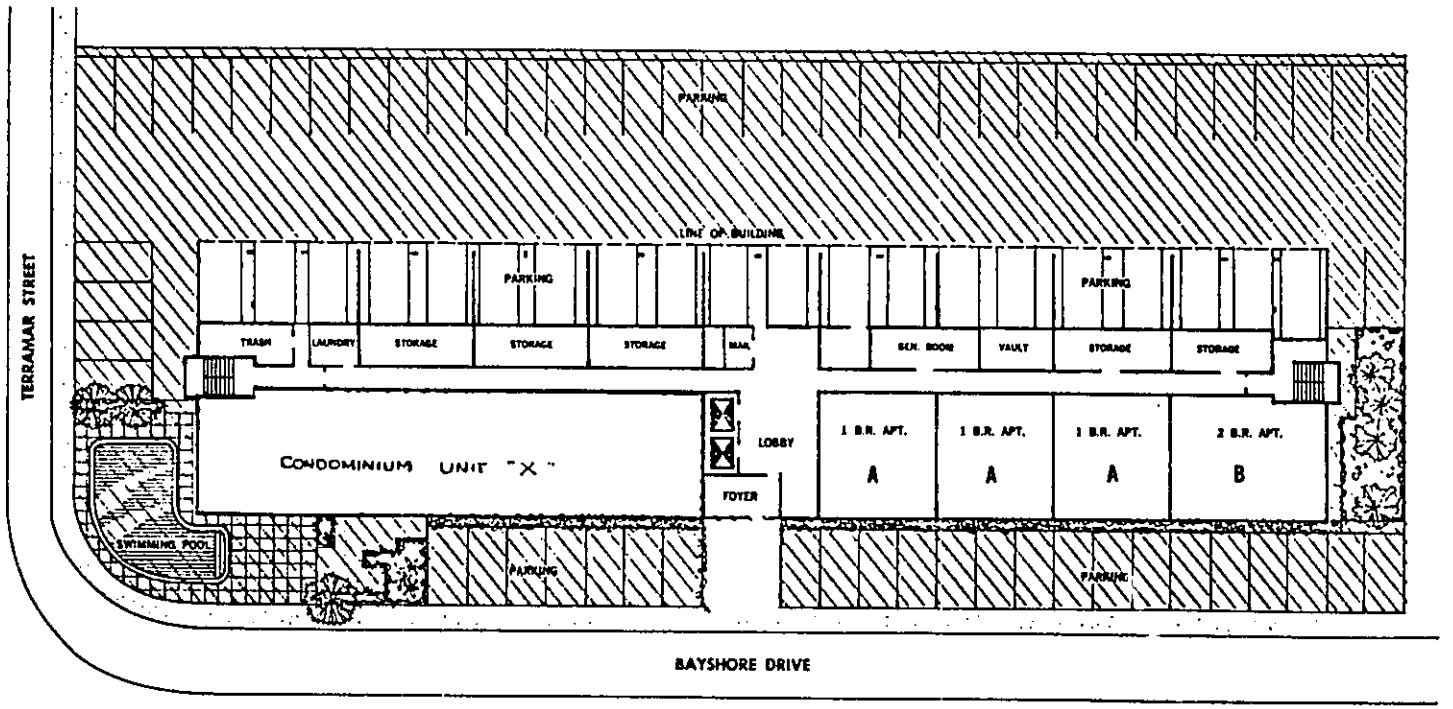
McLaughlin Engineering Co.

By: James M. McLaughlin
Registered Land Surveyor No. 2021
State of Florida

SURVEY AND SITE PLAN



OFF. REC. 4189 PAGE 519



GROUND FLOOR, GENERAL

CERTIFICATE:

I hereby certify that Ground Floor plan shows Condominium Unit "X" with reference to the foyer, the lobby, the elevator, the storage lockers, the apartments and other facilities on such floor.

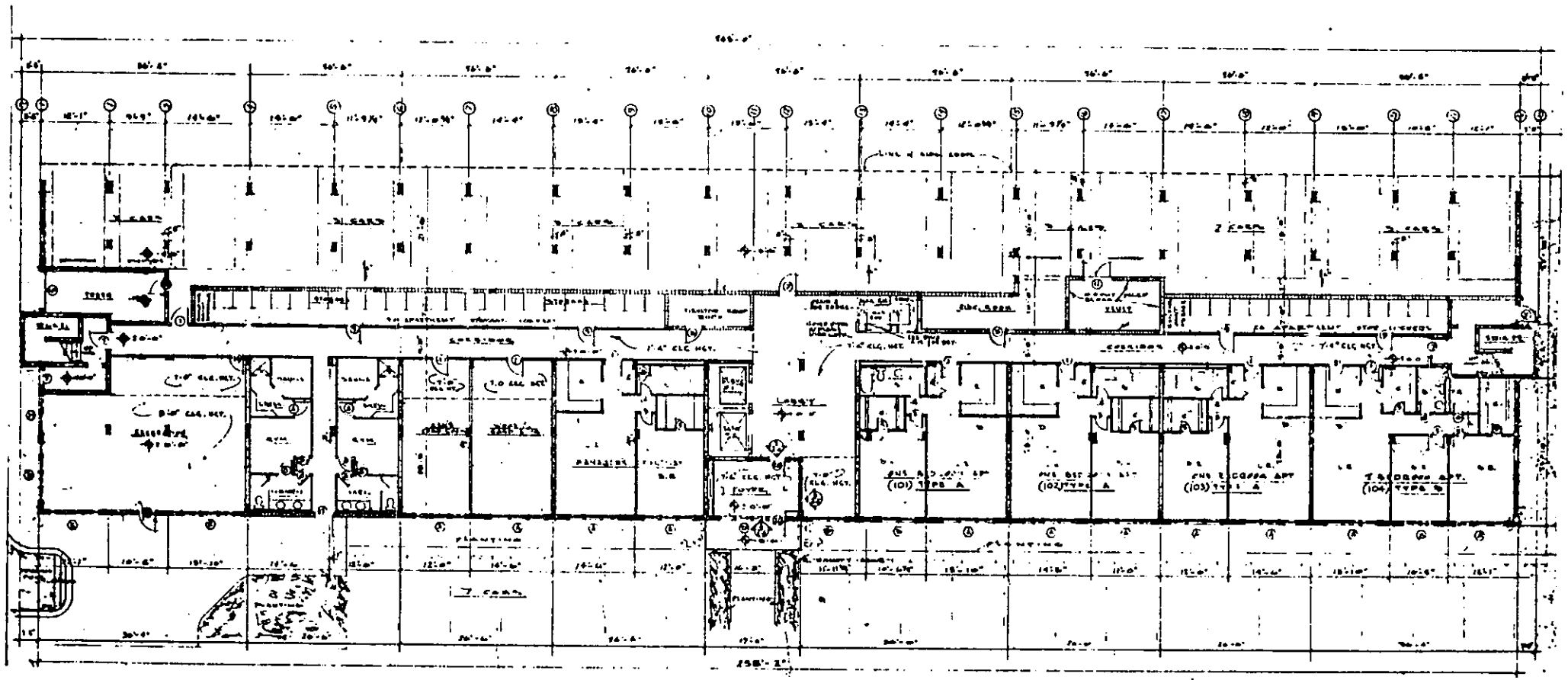
Dated: 4-13-79

Richard C. Reilly (SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

OFF. REC. 4189 PAGE 520

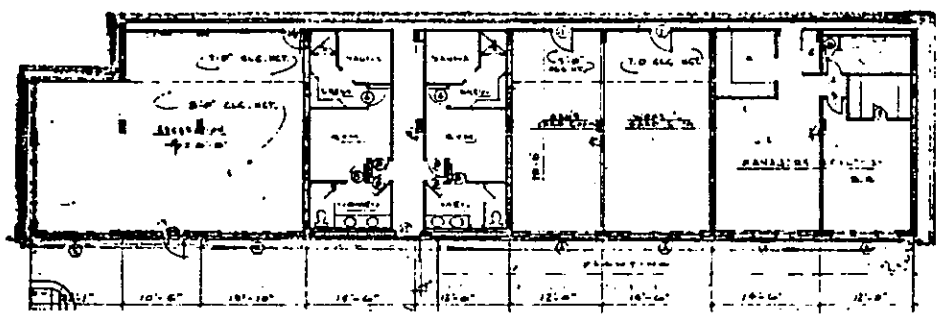


DETAILED GROUND FLOOR

REF 4189 PAGE 521

ATTACHMENT B, Page 4 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

CONDOMINIUM UNIT "X"



CERTIFICATE:

I hereby certify that the above represents Condominium Unit "X" as to size, shape and dimension.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

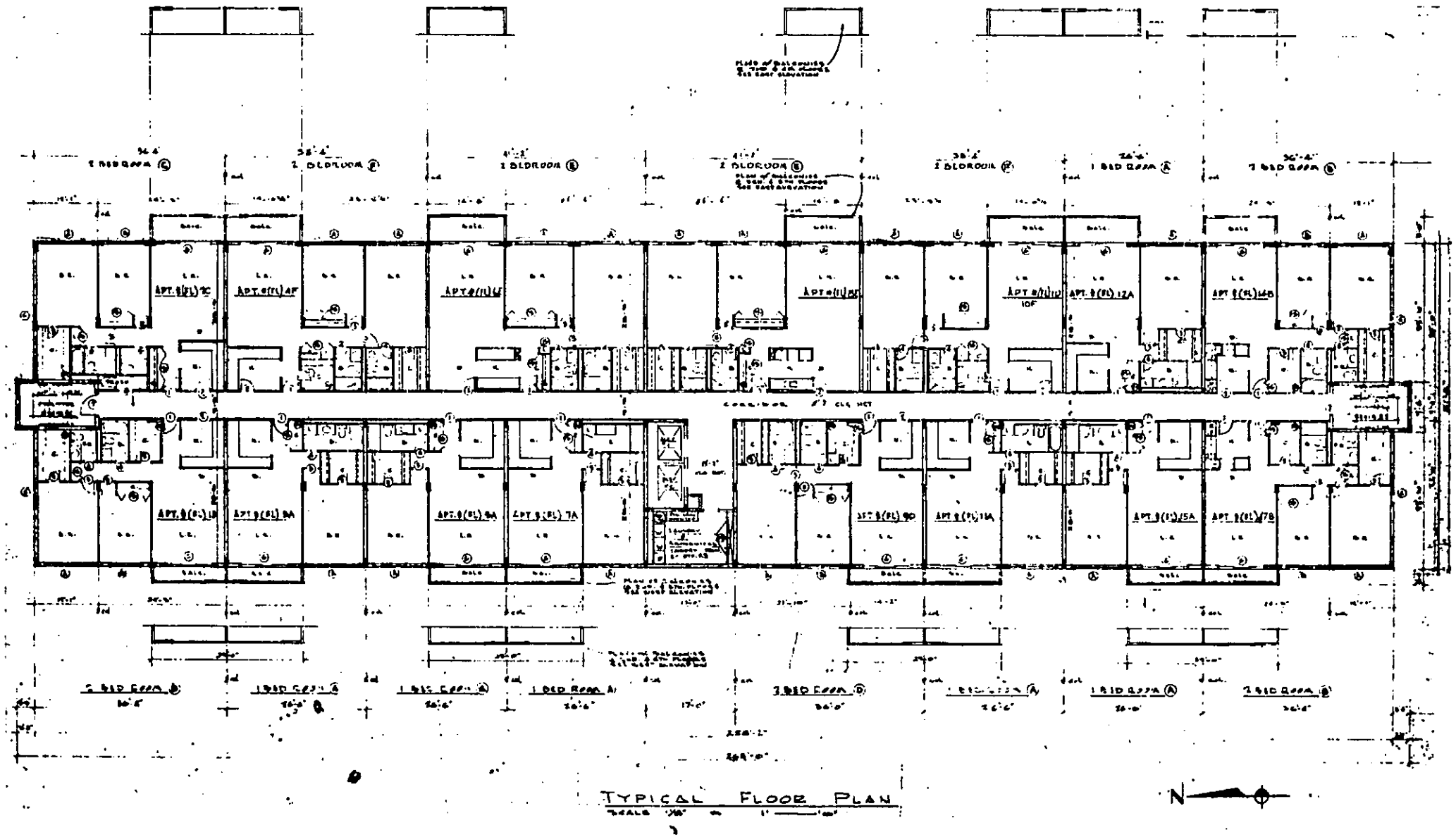
Certificate of Registration No. 2289

State of Florida

OR 4159 PAGE 522

ATTACHMENT B, Page 5 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN



TYPICAL FLOOR PLAN

N

OFF REC 4189 PAGE 528

ATTACHMENT B, Page 6 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN

NOTES:

This floor plan is typical of all floors beginning with the second floor. All apartment types A, B, C, D, E and F are shown with dimensions and facility locations. Each floor contains end stairwells, two elevator openings, laundry facilities and fifteen (15) condominium living units. Apartments on all typical floors have three numerals and are numbered in sequence as follows: Beginning with the northwest apartment and moving south on the west side of the building the apartments' last two numerals run 01, 03, 05, 07, 09, 11, 15 and 17, with the first numeral being the floor number, as for example the 3rd floor apartments are numbered as follows: 301, 303, 305, 307, etc. Beginning on the northeast corner of the building and moving south on the eastern side of the building, the last two digits of the apartments are even numbered. the northeast corner apartment is numbered 02, and the southeast corner is numbered 14, with 04, 06, 08, 10, and 12 in between in order. Thus typical floor four is numbered 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417. There are no apartments with 13 or 16 as the last two (2) digits.

CERTIFICATE:

This typical floor plan of the Bayshore Embassy accurately reflects and sets forth the size and dimension of each apartment and the location of all apartments and their number designation with reference to each other.

Dated: 4-13-70

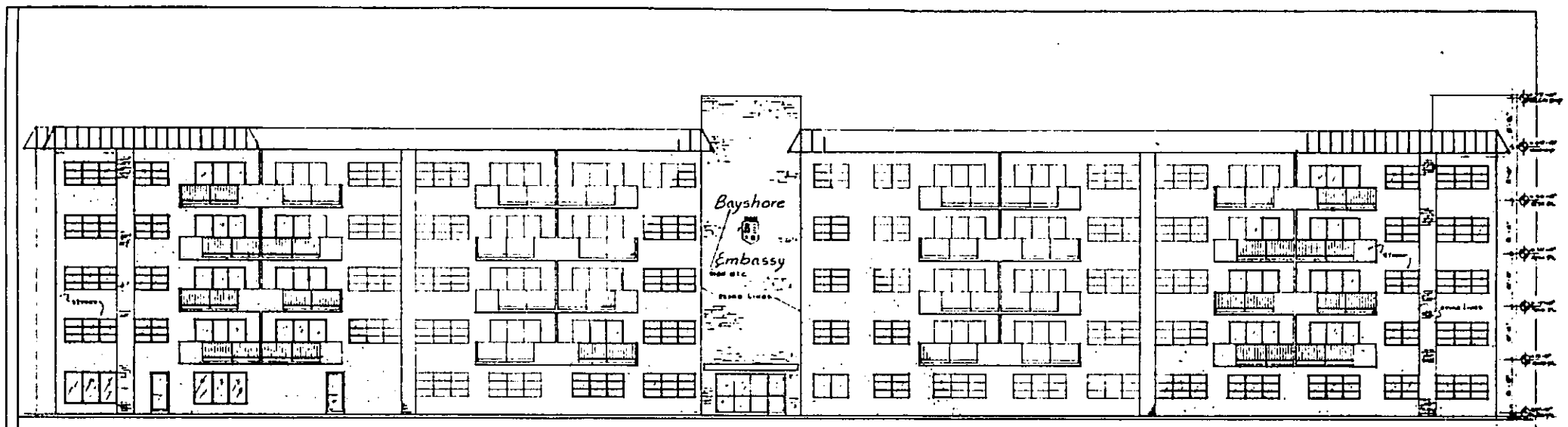
(SEAL)

Richard C. Reilly, Architect

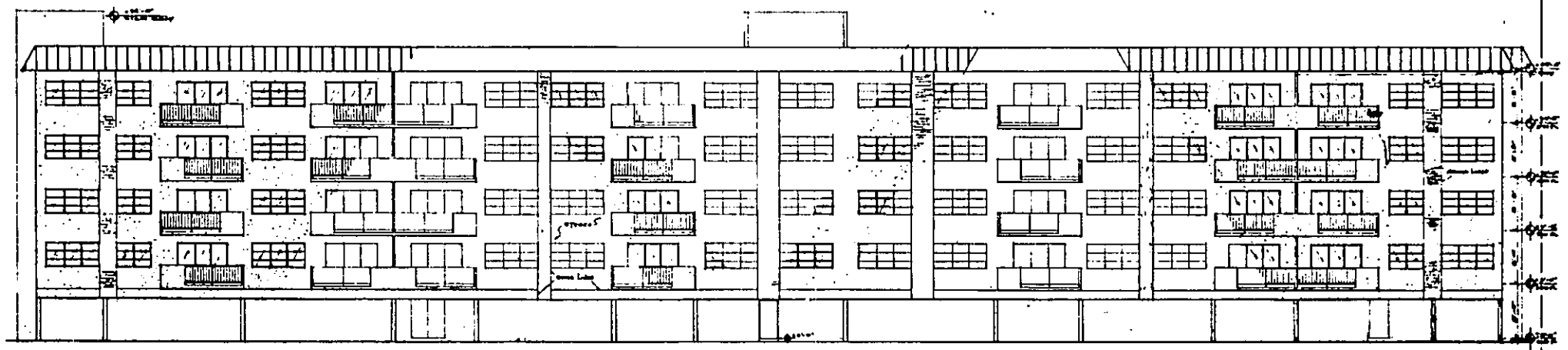
Certificate of Registration No. 2289

State of Florida

OFF 4189 PAGE 524



WEST END ELEVATION



EAST END ELEVATION

OFF. REC. 4189 PAGE 525

ATTACHMENT B, Page 8 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

EAST END ELEVATION

WEST END ELEVATION

NOTE:

All Elevations are measured from ± 0' - 0" for architectural drawings, the same being, nevertheless 6.50 feet above mean sea level. Ground floor level is shown as 0' - 0"; first floor level is 8' - 8"; second floor level is 17' - 4"; third floor level is 26' - 0"; fourth floor level is 34' - 8"; fifth floor level is 42' - 4"; stair roof level is 52' - 0".

CERTIFICATE:

The East and West End Elevations accurately reflect the exterior view and floor elevations of the condominium building.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

SEE 4189 PAGE 526

ATTACHMENT C, Page 1 of 2 Pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

LAND LEASE DESCRIPTION

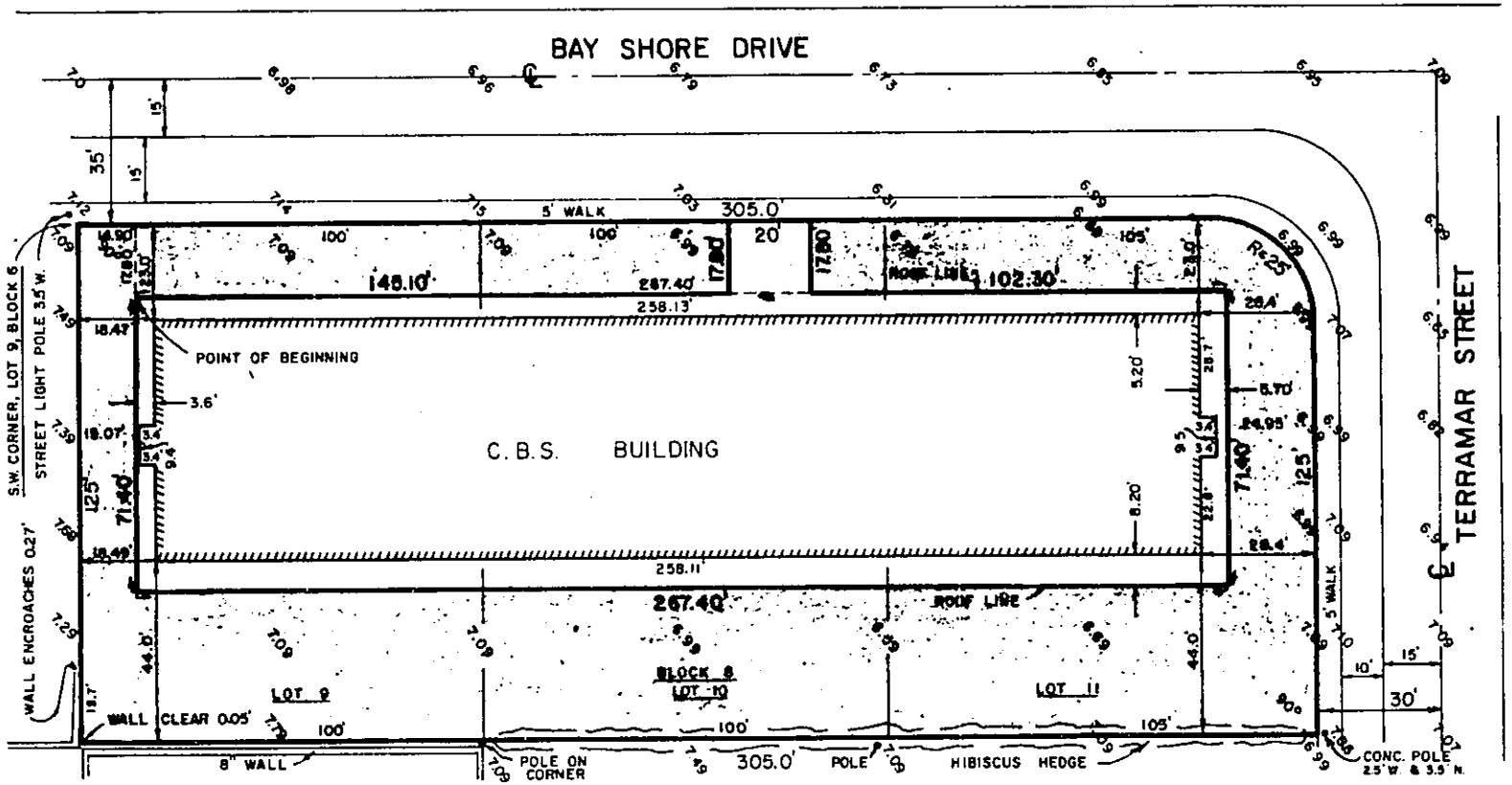
All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

OFF 4189 PAGE 527

ATTACHMENT C, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



1" = 40' N

LEASED AREA

NOTE:
The shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page I of Attachment C.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page I of Attachment C.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

OFF. 4189 PAGE 528

CERTIFICATE OF ARCHITECT

RICHARD C. REILLY, Architect, 3100 E. Oakland Park Boulevard, Fort Lauderdale, Florida, does hereby certify as follows:

(1) That I am the architect for BAYSHORE EMBASSY CONDOMINIUM Building, being authorized to practice in the State of Florida, and have a Certificate of Registration No. 2289.

(2) That the wording of the Declaration of Condominium of BAYSHORE EMBASSY CONDOMINIUM, together with the attachments thereto as exhibits, and specifically Exhibit "B", pages 1 through 8, is a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

(SEAL)
Richard C. Reilly, Architect
Certificate of Registration No. 2289
State of Florida

Dated: 4-13-70

OFF 4189 PAGE 529

ATTACHMENT D

MISCELLANEOUS ATTACHMENTS - A PART OF THE DECLARATION OF CONDOMINIUM OF THE BAYSHORE EMBASSY CONDOMINIUM

1. Articles of Incorporation of Bayshore Embassy Condominium, Inc.
2. By-Laws of Bayshore Embassy Condominium, Inc.
3. Lease.
4. Designation of Agent.

OFF 4189 PAGE 530

ARTICLES OF INCORPORATION
OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

We, the undersigned, do hereby associate ourselves pursuant to Chapter 617, Florida Statutes, 1965, into a corporation not for profit, and to that end we do, by this Certificate of Incorporation, set forth information as follows:

ARTICLE I

NAME AND POST OFFICE ADDRESS

The name of this corporation shall be BAYSHORE EMBASSY CONDOMINIUM, INC. For ease of identification, this corporation shall hereinafter in these Articles be designated as "the Association." The post office address of this corporation shall be 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE II

POWERS AND PURPOSES

The general purpose for which the Association is organized and formed is as follows:

A Condominium has been formed on certain properties in Broward County, Florida, and this Association shall be the entity responsible for the operation of the Condominium.

This Association shall have all of the powers specifically designated for corporations not for profit as set forth in Chapter 617, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. In addition, the Association shall have all powers set forth in Chapter 711, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. By way of illustration, but not in limitation, the Association shall have the following powers:

(a) The irrevocable right to access to each Condominium unit from time to time during reasonable hours, as is necessary for maintenance, repair or replacement of the common elements therein or accessible therefrom, or for making emergency repairs therefrom or therein necessary to prevent damage to the common elements or to any unit or units.

(b) To collect assessments, rents, charges, and other monies necessary for the proper maintenance and operation and common good of the Condominium.

(c) To expend necessary monies for and in behalf of the Association and for the benefit of the Association.

(d) To maintain accounting records according to good accounting practices.

(e) To enter contracts for and in behalf of the Association.

(f) To sue and to accept service of process on behalf of the Association.

(g) To make and amend regulations governing the use of the Condominium property and to enforce in any manner necessary and proper the provisions of all Condominium documents, including these Articles, By-Laws and other rules and regulations from time to time existing which relate to the Condominium property.

ARTICLE III

MEMBERSHIP

Membership in the Association shall consist of all owners of Condominium units located in the Condominium which this Association shall operate, and no others. Membership in the Association shall be deemed automatic upon the recording in the Public Records of Broward County, Florida of a deed or other instrument establishing ownership of a condominium unit. A copy of such deed shall be furnished to the Secretary of the Association in order for the new owner to be designated a member and the old owner of the condominium unit to be removed from membership.

ARTICLE IV

EXISTENCE

This Association shall exist perpetually.

ARTICLE V

SUBSCRIBERS

The names and post office addresses of each subscriber to these Articles of Incorporation are as follows:

Name	Address
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Hazel M. Golden	1371 S.E. 7th Avenue Pompano Beach, Florida

ARTICLE VI

OFFICERS

The Officers who shall conduct the affairs of the Association, and who shall be elective by the Board of Governors of the Association, shall be a President, a Vice-President, a Secretary and a Treasurer. These officers shall serve for a period of one year unless sooner removed or disqualified, pursuant to By-Laws of the Association. The names of the officers who are to serve until the first annual election by the general membership are as follows:

President	Charles A. Micheli 133 N. Pompano Beach Blvd. Pompano Beach, Florida
Secretary and Treasurer	William Gundlach 1040 Bayview Drive Fort Lauderdale, Florida

RE 4189 PAGE 531

ARTICLE VII

BOARD OF GOVERNORS

(a) The Board of Governors of this Association shall be elected annually by the general membership and shall consist of a minimum of three (3) and a maximum of seven (7) persons. The exact number of members of the Board of Governors shall always be odd in number and shall be determined by the By-Laws. In the absence of such determination they shall be three in number.

(b) The first Board of Governors shall consist of the following persons:

George S. Davis	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida

(c) Until such time as the Developer of the Condominium shall have sold seven-eighths of the units in the Condominium, the Developer shall have the right to elect a majority of members of the Board of Governors, which members need not be residents of the Condominium, nor members of the Association. Likewise, until each apartment be sold one time, the Developer shall have the complete right, without association, Condominium or other approval, to determine to whom the apartment is to be sold and to make such sale.

ARTICLE VIII

BY-LAWS AND AMENDMENTS TO ARTICLES OF INCORPORATION

The By-Laws of the Association may be made, altered or rescinded at any regular meeting of the members of the Association by a two-thirds vote of the Members present and voting. These Articles of Incorporation may be amended at any regular general meeting of the Association by a three-fourths vote of the members present and voting, excepting Article VII (b) above, which may not be altered in any manner whatsoever. Written notice of the proposed changes or additions to the By-Laws and Articles of Incorporation shall be given to each Member of the Association at least ten (10) days prior to the meeting at which the proposed changes or alterations will be made, and a copy of the proposed changes or alterations shall be included in the written notice and only after prior approval of a majority of the Board of Governors.

Initially, the By-Laws of the Association shall be adopted by the Board of Governors.

ARTICLE IX

INDEMNIFICATION

There shall be no personal liability of any Governor for action taken by said Governor for and in behalf of the Association and, accordingly, every Governor and every officer of the Association shall be indemnified and held harmless by the Association against and for all expenses and liabilities, including reasonable attorneys' fees and Court costs, which may be incurred or imposed upon him by reason of any matters relating to the Association, which claim, demand, expense or liability arose by virtue of his being or having been a Governor or officer of the Association.

IN WITNESS WHEREOF we, the undersigned subscribers, have this eighteenth day of December, 1968, signed our names in Broward County, Florida.

/s/ William Gundlach
William Gundlach

/s/ Charles A. Micheli
Charles A. Micheli

/s/ Hazel M. Golden
Hazel M. Golden

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, CHARLES A. MICHELI and HAZEL M. GOLDEN, to me known to be the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Fort Lauderdale, Broward County, Florida, this eighteenth day of December, A.D. 1968.

/s/ Phyllis A. Heacock
Notary Public

My commission expires:
Aug. 6, 1969

(Notarial Seal)

OFF REC 4189 PAGE 532

BY-LAWS OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

ARTICLE I.

NAME AND LOCATION

Section 1.. The name of this Association shall be

BAYSHORE EMBASSY CONDOMINIUM, INC.

Section 2. The principal office of the Association shall be in the City of Fort Lauderdale, Broward County, Florida, at 550 Bayshore Drive. The Association may have offices at such other place as the Board of Governors may from time to time determine or the Association may from time to time require.

ARTICLE II.

Section 1. These By-Laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes, 1967 and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium Association. The Condominium which the Association shall govern is designated "Bayshore Embassy Condominium" located at 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE III.

MEMBERS

Section 1. As is set forth in the Charter of The Association, the membership of BAYSHORE EMBASSY CONDOMINIUM, INC. shall consist of the Condominium unit owners who shall have recorded title in their names.

ARTICLE IV.

MEETINGS

Section 1. The annual meeting of the members of the Association shall be held on the day of of each year at o'clock M. in the condominium building or at such other place or places as the Board of Governors may from time to time direct.

Should the date for such annual meeting fall on a Sunday or a holiday, the meeting shall be held on the next day following the Sunday or holiday. At the annual members' meeting, the members shall fill, by plurality vote and by written ballot, the vacancies created by the expiring terms of the Board of Governors. The owner of each of the sixty-four (64) condominium units shall have one vote, there thus being a total of sixty-four (64) votes to be cast. There shall not be cumulative voting. The members shall also transact any other business as may properly be brought before said meeting.

Section 2. At least ten (10) days before the election of Governors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination of all members so that every one shall be familiar with the persons entitled to vote at said meeting.

Section 3. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statutes or by the Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Governors, or at the request in writing of fifty per cent (50%) of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subjects stated in the Call and Notice Meeting.

Section 4. Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting, except in the case of a special meeting, where there shall be a five (5) day allowable minimum notice.

Section 5. A majority of the total number of members of the Association, present in person or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any properly called meeting of the Members, the Members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

Section 6. When a quorum is present at any meeting, the vote of the majority of the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Statutes of the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

Section 7. At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing, which proxy instrument shall be subscribed by such member and bear a date not more than ninety (90) days prior in point of time to said meeting, unless the instrument specifically provided upon its face for a longer period of time within which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting. The owner of each of the sixty-four (64) condominium units is entitled to cast one (1) vote for each unit owned, thus making a maximum possible vote of sixty-four (64). If ownership to said unit rests in two or more names, only one vote can be cast and this must be by unanimous consent of the owners of said unit. If the owners of a unit, if there be more than one, cannot agree on how to vote, such condominium unit shall lose its vote for the particular item voted upon, as there can be no split or fractional voting. If title to the condominium unit is held in the joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. If title to the condominium unit is held in the name of a corporation such officer as may be designated by corporate resolution shall be entitled to vote for and in behalf of the corporation,providing such resolution be filed with the Secretary of the Association at least ten days prior to any meeting. If two or more condominium units are joined together by one owner as one large condominium living unit, such owner shall have one vote for each condominium unit so joined, and should such joined condominium units thereafter be separated, one vote shall go with each separate unit.

Section 8. The transfer book of the Association shall be closed for a period of ten (10) days against any transfer immediately preceding any meeting of the Association, and only those owners properly registered therein shall be entitled to vote at said meeting. The transfer book shall again be re-opened after said meeting has been finally adjourned.

ARTICLE V.

BOARD OF GOVERNORS

Section 1. The condominium property, the business and all affairs of the Association shall be managed by a Board of Governors. The Charter of the Association provides for a Board of Governors of between three (3) and seven (7), the exact number to be determined by the By-Laws. Determination is hereby made for the number to be three (3) so long as the Developer has the right to select the Governors as herein set forth, after which the number shall automatically be increased to seven (7). The first Board of Governors, (and its successors where applicable) shall consist of three (3) persons, each of whom shall be designated and appointed by the Developer. Such Board shall continue to hold office until the Certificate of Occupancy has been issued for a period of six (6) months for the entire building, unless the Developer sooner waives this right in writing and the appointed Board resigns and the successor seven (7) members Board of Governor is elected and qualified as is herein provided. The three (3) man Board of Governors need not be owners of condominium units, nor residents of the condominium, nor members of the Association.

When the first seven (7) member Board of Governors is elected from among the members, all shall serve a term of one (1) year excepting the three (3) members receiving the highest number of votes, who shall hold office not only until the next succeeding annual meeting of the members, but shall thereafter hold over for one (1) additional term until the then following annual meeting. Excepting the first Board of Governors and their successors as appointed by the Developer, as aforesaid, upon the transfer or sale of the Governor's condominium unit, a Governor shall be deemed to have automatically resigned. Of the permanent Board of Governors, it shall be a requirement that at least two (2) of the Governors be permanent residents of the condominium, occupying their apartments for at least ten (10) out of any twelve (12) consecutive months.

Section 2. Excepting the first Board of Governors and their successors, who are appointed by the Developer, and excepting part of the first Board of Governors elected from among the members, the Governors shall be elected for a two year term, as hereinafter set forth. Each member shall be entitled to one (1) vote for each Governor to be elected to the Board of Governors. There shall not be cumulative voting. The Board of Governors shall be elected by a plurality vote. The first seven man Board shall hold office from the date of their election until the next annual meeting,at which time the terms of the four Governors who received the least number of votes when elected shall expire and the members shall elect four (4) replacements to the

OFF 4189 PAGE 533

Board. Board members may succeed themselves to their expired positions. At the next annual meeting, the term of the three (3) holdovers shall expire and the general membership shall again, by plurality, elect three (3) replacements to the Board. Thereafter the procedure of electing four (4) Board members one year and three (3) Board members the next in order to insure continuity of leadership, shall be repeated.

Section 3. If the office of any Governor or Governors becomes vacant for any reason whatsoever, the majority of the remaining Governors shall choose a successor of successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. The Governors may hold their meeting and keep the books of the corporation at the office of the Association in the City of Fort Lauderdale, Florida, or at such other places as they may from time to time determine.

Section 5. The annual meeting of the Board of Governors shall be held immediately following the adjournment of the annual members' meeting at the same location as the members' meeting.

Section 6. Special meetings of the Board of Governors, to be held at Bayshore Embassy Condominium, may be called by the President, and in the absence of the President by the Vice-President, or by the full membership of the Board of Governors. By unanimous consent of the Governors, a special meeting of the Board of Governors may be called without notice at any time and place.

Section 7. Notice of the annual meeting shall be in writing and shall be mailed to each Governor by the Secretary of the Association at least ten (10) days prior to the time fixed for the meeting. Notice of any special meeting shall be mailed to each Governor by the Secretary at least five (5) days previous to the time fixed for the meeting, except as in hereinabove provided. All notices of special meetings shall state the purpose thereof.

Section 8. A majority of the authorized number of Governors shall be necessary to consititute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Governors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Governors, unless a greater number be required by law or by the Articles of Incorportion.

Section 9. The Governors shall elect the officers of the Association at the annual Governor's meeting, such officers to be a President, Vice-President, an Executive Vice-President, a Secretary and a Treasurer. An officer may be removed at any time by a 5/7ths vote of the full Board of Governors, with or without cause and with or without notice. All Governors excepting the first Board and their successors as appointed by the Developer, shall be owners of a condominium unit. The President of this Association, when elected by a Board of seven Governors, must be a Governor and a permanent resident in the condominium. Any candidate for the office of President must declare to the Board of Governors prior to election that he is a permanent resident and intends to be in residence most of the time during his term of office.

Section 10. As is set forth in Section 1, all the affairs of the Association shall be managed by the Board of Governors and, accordingly, all powers and duties shall center therein. The Board of Governors shall, among other duties, carry out the following:

(1) Make rules and regulations respecting the use of the condominium property;

(2) Interview, investigate, approve or disapprove of proposed purchasers and lessees of condominium units;

(3) Make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the condominium property or for such other purposes as shall fall within the general powers of the Board of Governors;

(4) Enter contracts on behalf of the condominium to employ necessary personnel, and carry out all functions and purposes of the condominium;

(5) Satisfy all liens against the condominium property, and pay necessary expenses connected therewith.

Section 11. Although the Board of Governors shall have the right to approve and disapprove proposed condominium unit leasing, such right shall exist only with regard to condominium units which have been initially sold once by the Developer and shall not apply to any condominium units which shall be owned by the Developer of the condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgagee on the condominium unit should such institutional mortgagee acquire the condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by condominium owner of the condominium unit in lieu of foreclosure. The Developer and such institutional mortgage shall have the unrestricted right to lease or sell any unit it shall own to any person without obtaining the consent of the Board of Governors as to the approval of the Purchaser or Lessee.

Section 12. No fee or other compensation shall be paid to any member of the Board of Governors at any time except by specific corporate resolution.

Section 13. A member of the Board of Governors may be removed from office at any time during his term, either with or without cause, by a vote at a regular or special meeting of the members of sixty per cent (60%) of the total membership of the condominium, providing, however, such shall not apply to the first Board of Governors so long as it shall consist of only three (3) members.

Section 14. Upon the death, resignation, removal, withdrawal or incapacity of a member of the Board of Governors, the remaining members of the Board of Governors shall appoint a successor to serve the remainder of the term of such member affected.

ARTICLE VI.

OFFICERS

Section 1. The officers of this Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, or a Secretary-Treasurer, each of whom shall be elected for the term of one (1) year and shall hold office until their successors are duly elected and qualified. The first officers of the Association shall be appointed by the Developer of the condominium. No one shall be eligible to serve as both President and Secretary or Vice-President and Secretary.

Section 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Governors. He shall be the ex-officio member of all standing committees and shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Governors are carried into effect. He shall sign all written contracts of the Association and shall sign all checks issued by the Treasurer, in addition to the Treasurer's signature, which shall also be required on all checks. He shall execute all contracts requiring a seal, under the seal of the Association. Additional powers of the President may from time to time be designated by the Board of Governors.

Section 3. The Vice-President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Governors may prescribe.

Section 4. The Secretary shall attend all sessions of the Board of Governors and all meetings of the members, and report all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for standing committees when required. He shall give or cause to be given, notice of all meetings of the members and special meetings of the Board of Governors, and shall perform such other duties as may be prescribed by the Board of Governors or the President under whose supervision he shall be. He shall keep in safe custody the seal of the Associaiton, and, when authorized by the Board of Governors, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature. The Secretary shall also perform all other duties as are incident to his office.

Section 5. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in books belonging to the Association. He 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 of Governors. He shall disburse the funds of the Association as may be ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Governors at the regular meetings of the Board of Governors, or whenever they may require, an account of all his transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond when required by the Board of Governors, in such sums and with such securities as the Board of Governors may require, conditioned upon the faithful performance of the duties of his office. In addition, the Treasurer shall countersign all checks and expenditures with the President which shall be made by the Association.

Section 6. An officer shall receive no compensation for services rendered to the corporation unless the same be specifically set and established by a corporate resolution of the general membership.

Section 7. An officer may be removed either with or without cause by an affirmative vote of 5/7ths of the Board of Governors at a special or regular meeting.

Section 8. Any officer who shall die, be removed, resign, sell his unit or become incapacitated, shall be replaced by the appointment by the Board of Governors of a successor to serve during and for the remainder of said officer's unexpired term.

ARTICLE VII.

INDEMNIFICATION OF GOVERNORS, OFFICERS AND EMPLOYEES

Section 1. The Association shall indemnify any Governor, officer, or employee, or former Governor or employee of the Association, or any person who may have served at its requests as a Governor, officer or employee, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Governor, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association may also reimburse any Governor, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Governors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Governor, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification, and reimbursement shall not be deemed exclusive of any rights to which such Governor, officer, or employee may be entitled under any By-Law, agreement, vote of owners of condominium units, or otherwise.

RECORDED
4189 PAGE 534

ARTICLE VIII.

FINANCE

Section 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Governors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

Section 2. The fiscal and accounting year of this Association shall be fixed by resolution of the Board of Governors of this Association. In absence of a specific designation by the Board of Governors, the accounting and fiscal year of this Association shall be deemed to begin January 1st of each year and end December 31st of the same year.

Section 3. Budget. The Board of Governors shall adopt a budget for each fiscal year of the Association. Such budget will contain estimates of the cost of operating the Association during such fiscal year and shall include all Common Expense items as may be set forth herein or items as may be designated as Common Expense in the Declaration of Condominium, these By-Laws, by resolution, or by other proper means, including but not being limited to the maintenance and operation of all common elements, such as the club room, storage facilities, ground and first floor common facilities, mezzanine, toilets, exterior walls, roof, lockers, pipes, ducts, hallways, walkways, and elevator, service areas and utility services; the cost of insurance of all types taken for the protection of the common areas and leased property, if any; taxes as levied; administration costs, and any other expense item inuring to the benefit, ratably, of all unit owners. All other expense items, although not designated as a common expense, which inure to and benefit all owners equally shall be assessed and charged to the owners as though it were a common expense. Also, the Board of Governors shall determine what assessment, if any, will be required for improvements, capital expenditure or other operations not included in theabove, which shall be included in the budget.

A copy of the proposed budget shall be submitted by the Board of Governors to each member on or before the fifteenth day prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter-year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condominium unit. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Governors shall take appropriate measures as may be allowable by law.

Section 4. The books of record of the Association shall be audited each year by a firm of certified public accountants and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

Section 5. All officers, Governors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

ARTICLE IX.

MAINTENANCE AND LEASE OF NON-CONDOMINIUM PROPERTY

Section 1. The owner of each of the sixty-four (64) condominium units at the time of purchasing his condominium unit designated the Association as agent to enter into and carry out the terms and conditions of a ninety-nine year lease on the property described in EXHIBIT "A" attached hereto and by reference made a part hereof.

All sixty-four (64) unit owners, acting together, have leased one hundred per cent (100%) of the property referred to in Exhibit "A". By the terms and conditions of said lease, the owner of each unit has agreed to cause the leased property and all improvements at any time located thereon to be adequately and properly maintained. The Association being the common agent and governing body for all the condominium units, each member designates the Association as its agent to maintain the leased property, as is more fully set forth in said lease. The owner of each unit shall pay to the Association the same percentage of the cost of the maintenance and upkeep of the leased property as such owner pays of the common expenses. The Association shall include such expenses in its budget as are set forth in Article VIII above, and shall assess the same to each unit owner in the manner as therein provided. In addition, each unit owner shall pay land lease rental to the Association, which shall then pay the combined rental for and in behalf of all Lessee-Condominium unit owners, to Lessor.

Section 2. It is a requirement of ownership of a condominium unit that each condominium unit purchaser designate Bayshore Embassy Condominium, Inc. as his agent to enter and carry out the terms and conditions of said lease and that said unit owner pledge his or her condominium unit as security for the lease performance. The undivided percentage interest which each unit owner obtains in the leased premises and the rental paid therefor is directly related to the type of the apartment unit purchased. No deed for condominium unit transfer shall be recorded and no deed will be effective until the Board of Governors shall have received a fully executed copy of the new purchaser's designation of agent and pledge.

MAINTENANCE AND REPAIRS OF CONDOMINIUM PROPERTY

Section 1. Access. Any officer of the Association or any agent of the Board of Governors shall have the irrevocable right, during reasonable hours and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs or replacement of the common elements or limited common elements, either therein or accessible therefrom.

Section 2. Every unit owner must perform and execute all necessary maintenance and repair work in his own unit which would affect the condominium property if left unattended, and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their apartments, nor shall the Board of Governors cause or allow alterations or substantial additions to be made to the common elements or limited common elements except upon affirmative vote of two-thirds of the unit owners in the condominium at any regular or special meeting called for such purpose.

Section 3. In order to preserve a uniform and homogenous outside appearance, there shall be no alterations, changes, additions or other modifications, either permanent or temporary, in any manner whatsoever to the exterior of the building, by any unit owner, nor shall said unit owner make any alterations to the portions of the improvement to the condominium which are maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit, or impair any easement or violate any restrictions, without first having the approval of two-thirds of all of the owners of the condominium apartments in writing. This provision shall include prohibition against sun shutters and storm shutters.

ARTICLE XI.

DEFAULT

Default or violation under By-Laws, Declaration of Condominium, House Rules, or Corporate Charter by any unit owner shall entitle the Association or other unit owners to such legal remedies as may now or hereafter be available, including by way of illustration, foreclosure, ejectment, damages or injunction. Should a defaulting unit owner be adjudged by a court of competent jurisdiction to be in default, said owner shall pay to the Association or to such other unit owner who may have brought the action, all costs and expenses incident to such suit, together with reasonable attorneys' fees as shall be set by the court.

ARTICLE XII.

PARKING

At the time of the purchase of member's unit, member was irrevocably assigned the parking space bearing the same number designation, as purchaser's condominium unit. The condominium unit owner has the right to let any one use his parking space, but nothing herein shall be construed to allow a transfer or separation of the parking space and the unit bearing the same number designation. The parking area is declared to be a common expense and the expenses incident to the same shall be divided among the several unit owners as are other common expenses. Parking spaces are for passenger automobiles only and no boats, trucks, trailers or other vehicles or objects shall be placed in or around the parking space assigned.

ARTICLE XIII.

AMENDMENT OF BY-LAWS AND DECLARATION OF CONDOMINIUM

The Declaration of Condominium and these By-Laws shall be altered, amended, added to or modified only in the following manner:

A proposed amendment to either the Declaration of Condominium or the By-Laws may originate by a written petition signed by fifteen per cent (15%) of the general membership of the condominium setting forth the proposed change or addition, which petition shall be submitted in writing to the Board of Governors, or a proposed change or amendment may originate with any member of the Board of Governors. In either case, the proposed amendment shall be submitted in writing to the Board of Governors who shall act upon the same within thirty (30) days of its presentment in writing to them.

OFF 4189 PAGE 535

Within sixty (60) days after approval of the proposed amendment or addition by 5/7ths of the Governors, in its original or in an altered form, the President of the Association shall call a special meeting of the general membership of the Association for the purpose of voting upon the proposal. Thirty (30) days prior to the special meeting at which the amendment or alteration is to be considered, written notice of the purpose of the meeting together with a copy of the proposed change, shall be given to each member in the manner required by these By-Laws for special meetings.

In order for such amendment, alteration, addition, modification or change as proposed for the By-Laws or the Declaration of Condominium to be passed, approval must be obtained from seventy-five per cent (75%) of the owners of condominium units. The amendment shall thereafter be placed in a form executed with the formality of a deed and recorded according to law in Broward County, Florida.

In the event the Board of Governors shall disapprove the proposed amendment as presented to it, nothing shall present the general membership, consisting of the condominium owners, from requiring a special meeting to be held, upon written request of fifty per cent (50%) of all unit owners, to consider such amendment or change. The President shall, upon receiving the request for a special meeting, thereafter proceed as though the amendment or change had been approved by the Board of Governors by a 5/7ths vote.

No amendment, change or addition to, or alteration or modification of any condominium document, shall abrogate any right of the Developer, the Lessor of the leased property or the original institutional mortgagee of any unit, as the case may be, as reserved in the Declaration of Condominium, these By-Laws, or the Lease above referenced. Nor shall any amendment, addition, alteration or modification change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights except upon one hundred per cent (100%) vote approval of all condominium unit owners.

ARTICLE XIV.

PARLIAMENT PROCEDURE

The Association, at all its meetings, shall be governed by Roberts Rules of Order as to procedure and order, unless otherwise directed or required by these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

These By-Laws were adopted on: January 2, 1969

by the first Board of Governors at Fort Lauderdale, Florida.

BAYSHORE EMBASSY CONDOMINIUM, INC.

(Corporate Seal)

By _____ President

Attest _____ Secretary

LEASE

THIS LEASE made and entered in the City of Fort Lauderdale County of Broward and State of Florida on this 2nd day of January 196 9 by and between WILLIAM GUNDLACH, Trustee, herein designated as "Lessor" party of the first part and BAYSHORE EMBASSY CONDOMINIUM, INC. a Florida corporation not for profit, herein called "Lessee", party of the second part. This is made for the benefit of the parties, their heirs, personal representatives, successors, and assigns, and for convenience reference is made to them in the singular number and neuter gender.

WITNESSETH:

WHEREAS, Lessor is the owner of certain property more fully hereinafter described, and

WHEREAS, Lessee is desirous of leasing from Lessor said property

NOW, THEREFORE in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, in accordance with the provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns, that certain property situate, lying and being in Broward County, Florida, as is more specifically described in Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belongings, or in any wise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due to the Lessor and owner by the Lessee herein), unto said Lessee, for a term of years as is hereinafter set forth in Paragraph I of this Lease.

Lessee states and Lessor acknowledges that Lessee in entering this Lease, is an agent acting collectively for each of the sixty-four condominium apartment unit owners in Bayshore Embassy Condominium, as said condominium is recorded in Official Records Book Pages , of the Public Records of Broward County, Florida, and is done for convenience purposes. The portion of the total rent which each condominium unit owner must pay and the percentage of liability which each bears for the other covenants in the Lease are set forth in Exhibit "B" attached hereto and by reference made a part hereof. No condominium unit owner is liable nor responsible for any other condominium unit owner's payments under the Lease. Each condominium unit owner's apartment is pledged as security for performance under the Lease.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

ARTICLE I.

TERM

The term of this Lease shall be for a term of ninety-nine (99) years. This Lease shall begin at twelve o'clock noon on Jan. 1, 19 70 and, as aforesaid, shall continue for ninety-nine (99) years thereafter until twelve o'clock noon on the last day of the ninety-ninth year.

ARTICLE II.

POSSESSION AND TITLE.

Lessor covenants and agrees that it is possessed of the fee simple title to the above described property, and it assures Lessee of quiet and peaceful possession against all persons whomsoever, except persons claiming under, by or through the Lessee, and subject to the rights which may exist by reason of zoning restrictions, easements, limitations, restrictions or covenants of record, taxes and special assessments, and BAYSHORE EMBASSY CONDOMINIUM, INC. rules, regulations, and restrictions. Possession of the leased premises shall be delivered to the Lessee on the day the term of the Lease shall begin.

ARTICLE III.

RENT.

The Lessee shall pay to the Lessor an annual rental in four equal quarterly installments on January first, April first, July first and October 1st of each year, each of said installments being payable in advance. In the event the Lease does not begin on a calendar quarter, the first quarter's rent shall be prorated so that the Lessee shall pay only for the remaining days in the quarter; then upon the beginning of the next calendar quarter, a full rental installment shall be due and payable in advance.

The annual rental for both the ground and condominium unit "X" shall be the combined sum of all apartment rentals, Type "A" apartments at $35.00 per month, and Type "B", Type "C", Type "D", Type "E" and Type "F" apartments at $45.00 per month. Each apartment unit owner is to pay the rate designated for the particular type of apartment owned to the lessee for transmittal to the lessor.

On January 1, 1975 and at the end of each fifth year thereafter during the term of this Lease and any automatic extension hereof, the annual collective rental, and each individual condominium unit owner's rental shall be adjusted either upward or downward, as the case may be, and it shall thereafter become such sum of money as is equivalent to the purchasing power of the annual rental as set forth above as of the months of August, September and October, 1969. The purchasing power shall be measured by the average of the index numbers of the retail commodity prices for the months of August, September and October immediately preceding the date of adjustment. The new annual rental shall be determined by multiplying the annual rental as shown on Exhibit "C" by the average of the index numbers of retail commodity prices for the months of August, September and October of the year in which the adjustment is made and dividing the result by the average of the index numbers for the months of August, September and October of 1969, which is 129.267 . The index numbers to be employed are the index numbers of the Retail Commodity Prices designated as "Consumer's Prices Index All Items (1957-9=100)" prepared by the Bureau of Labor and Statistics of the United States Department of Labor. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of authenticity. In the event the United States Department of Labor ceases to prepare and publish such retail commodity index numbers, the adjustments of rents thereafter shall be in accordance with the most closely comparable commodity index as determined by agreement of Lessor and Lessee, and in the absence of such agreement, then as determined by arbitration in accordance with the existing rules of the American Arbitration Association. Once the rental is adjusted during any given five year period, said rental shall continue during the entire five year period. Adjustments upward or downward shall be effective January 1, 1975 and on January first of each fifth year thereafter, and the rental as determined shall be paid for a full sixty (60) months during each five year period.

ARTICLE IV.

TAXES AND ASSESSMENT.

In addition to the rent hereinabove specified and as a further part of the consideration to be furnished by the Lessee, and as additional rental for the term demised, the Lessee covenants and agrees with the Lessor that the Lessee will, during the full term of this Lease, promptly pay all taxes of every kind and description, including by way of illustration and not limitation, sales or use taxes on rents, and real estate taxes, together with all charges and assessments, whether special or general, (including specifically all special assessments and liens for public improvements imposed subsequent to the date that the full Certificate of Occupancy is issued for the Bayshore Embassy Condominium) and other impositions and liens for public improvement, and in general, all taxes, tax liens, general obligations or liens in the nature of taxes which may be assessed, imposed or levied against the rent here agreed to be paid, the premises, including the land and all buildings, fixtures and improvements which may be hereafter placed thereon, including all taxes which are assessed by any and all governmental authorities (city, town, county, federal, special drainage, school or other taxing agencies, authorities or districts or otherwise), together with any interest, penalties, or other charges which may accrue, thereon provided that in the event any of said taxes or assessments are payable according to the terms of their imposition, in installments, then the Lessee shall have the right to pay the same as such installments fall due. The parties intend that the obligation to pay all of said taxes and charges, as enumerated in this paragraph as herein imposed upon the Lessee, shall extend to and include all taxes and charges assessed for or accruing after complete Certificate of Occupancy is issued for the entire Bayshore Embassy Condominium building. Taxes and other charges shall be paid by the Lessee prior to their due date each year in which levied. Lessee covenants and agrees that it will pay all taxes and assessments for the last full calendar year of this Lease.

In case the Lessee shall fail, refuse or neglect to make any or either of the payments in and by this Paragraph 4 required, then the Lessor may, at Lessor's option, and without its constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payment, together with interest on all such amounts at the rate of ten per cent (10%) per annum, shall and will be paid by the Lessee unto the Lessor, upon demand by the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the reimbursement thereof of and from the Lessee.

SEE 4189 PAGE 537

The parties intend that any temporary extension by tax collecting authorities, or by ordinance, or by statute of the due or delinquency date of taxes shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes no later than their normal due date in the year in which levied, and at no time later than the delinquency date, whichever is earlier.

ARTICLE V.

ACCEPTANCE OF PREMISES AND TITLE.

By the execution of this Lease, Lessee hereby accepts the title to the hereinabove described and leased property. Lessee warrants that it is familiar with the zoning ordinances, subdivision restrictions, if any, and such other statutes, both federal, state, county, municipal or otherwise, or things which may in any way affect said property.

Lessee, in acquiring this Lease, has done so as a result of a personal inspection of the premises, and no oral representations of any kind made by Lessor and not incorporated in this instrument shall be binding upon Lessor and Lessee, this Lease containing the full embodiment of the Lessor's and Lessee's agreement.

ARTICLE VI.

CONSTRUCTION

Lessee shall not in any other manner improve the premises by the addition of any other improvement or structure whatsoever without the specific approval and concurrence by the Lessor.

No structure or improvement, once constructed after approval, may be demolished or altered or in any way diminished in value by the Lessor or any person claiming hereunder, except in accordance with the provisions of the Article hereinafter contained which is captioned "DEMOLITION CLAUSE", and any attempt to demolish or diminish the size and value of such shall constitute a violation of this Lease unless done in accordance with the provisions of said "DEMOLITION CLAUSE".

ARTICLE VII.

LESSEE TO CARRY LIABILITY INSURANCE.

Lessee covenants and agrees that Lessee will pay all expenses necessary to keep and maintain in good order, condition and repair, all structures and improvements now or hereafter situated on the demised premises, which property is subject to the Lessor's lien hereunder. Lessee agrees to save and keep the Lessor free and harmless from any and all damage and liability occasioned by the use of said premises and shall indemnify and save harmless the Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building and improvements upon said premises and out of any accident causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises; and the Lessee covenants and agrees to provide or cause to be provided fully paid up policies of insurance generally known as public liability policies and/or owners', landlord and tenant policies, insuring the Lessee and the Lessor against all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the property or the improvements and structures located thereon to the extent of not less than Five Hundred Thousand Dollars ($500,000.00) to cover the claim or damage from any single or specific cause, by any one person, and to the extent of not less than Three Million Dollars ($3,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims that may arise or be claimed to have arisen against the Lessor as aforesaid. Lessee agrees to adjust the minimum coverage above referenced at the time and in direct proportion to any rental increase as set forth and established pursuant to ARTICLE III above.

Whenever, under the provisions of this Lease, policies of insurance are required to be issued or maintained by the Lessee, Lessee shall cause the original of such policies or certificates of the issuance thereof to be delivered to the Lessor as evidence of the compliance by the Lessee with the terms and provisions of this instrument, except where the terms of any mortgage require that said policies be held by the mortgagee, the lessee shall furnish Lessor a conformed copy of the policies.

ARTICLE VIII.

FIRE, WINDSTORM AND CASUALTY PROVISIONS: RELATED INSURANCES.

The Lessee does hereby covenant and agree with the Lessor that Lessee will at all times during the term of this Lease insure or cause to be insured (1) any and all buildings or improvements that may be built or placed upon said demised premises, and (2) Lessee's condominium unit which is pledged to Lessor to secure Lessee's performance hereunder, in good and responsible insurance companies authorized to do business in the State of Florida, and approved by the Lessor or any mortgagee then holding a mortgage encumbering the demised premises, for protection against all loss or damage by windstorm or fire and other casualty, to an amount that will be sufficient to prevent co-insurance on the part of the Lessor or Lessee, and all policies issued and renewals thereof shall be payable in the event of loss to the Lessor and the mortgagee, if any, as their interests may appear, provided, however, that Lessee's liability for insurance costs shall be limited by Lessee's percentage interest in this Lease. In the event of the destruction of said structures or improvements or said personal property by fire, windstorm, hurricane, or other casualty for which insurance money shall be payable, such insurance money shall be paid to an Insurance Trustee as provided for in the Declaration of Condominium of Bayshore Embassy Condominium, and shall be used for the reconstruction or repair, as the case may be, of any improvement or structure dam[illegible] or destroyed by fire, windstorm, hurricane or other casualty for which the insurance money was payable. The Insurance Trustee shall pay out fro[illegible]nsurance proceeds from time to time, on the estimates of any architect or requisition of any general contractor licensed in the State of Florida sele[illegible] Lessee and approved by Lessor, who shall have supervision of such reconstruction and repair, providing the same certifies that the amount of eac[illegible]imate or requisition is or has been applied to the payment of the reconstruction or repair, and at a reasonable cost therefor, provided further, that it first be made to appear to the satisfaction of the Insurance Trustee that the amount of money necessary to provide for the reconstruction or repair and refurnishing of any structure or improvement destroyed or damaged as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided by the Lessee for such purpose and its application for such purpose assured.

The Lessee covenants and agrees with the Lessor that in the event of the destruction or damage of any structure and or improvements, or any part thereof and as often as the same shall be destroyed or damaged by fire, windstorm, hurricane or other casualty, and whether or not covered by insurance, the said Lessee shall rebuild and repair the same upon the same general plans and dimensions as before the said fire, windstorm, hurricane or other casualty, or upon such other plans as may be agreed upon in writing by the said Lessor and Lessee respectively, the reconstruction so rebuilt and repaired and the personal proprty so replaced to be based upon the same value as the building and improvements upon the demised property prior to such damage or destruction, and shall have the same rebuilt and ready for use within six (6) months from the time when the loss or destruction occurred and shall be free and clear of all liens or claims of contractors, sub-contractors, mechanics, laborers and materialmen or the possibility thereof.

If at any time such insurance money comes into the possession of the Insurance Trustee after destruction by fire, windstorm, hurricane or other casualty, and the Lessee is in default in the payment of any rent, tax assessment, lien or other charges which, by the terms of this Lease, has been agreed to be paid by the Lessee, or if such default shall occur during the time said insurance money, or any part thereof, is in the bank account, as aforesaid, then the Lessor shall be entitled to receive from the Insurance Trustee, upon written application therefor, so much of the insurance money as may be necessary to fully pay or discharge any such sum of money in the payment of which the Lessee is in default, as aforesaid, and this shall be done whenever and as often as any such default shall occur on the part of the Lessee. Nothing herein contained, however, shall be construed as permitting the Lessee to default in the payment of the rentals or other charges herein stipulated to be paid, or in the performance of the other covenants of this Lease, and the Lessor may, at Lessor's option, in case of default in the payment of such rents or other charges, or default in the performance of any other covenant in this Lease, proceed against the Lessee for the collection of such rentals and charges, and recover and take possession of Lessee's interest in and to the premises herein described, in accordance with the provisions of this Leave herein set forth, and without prejudice to its rights to the benefit of such insurance money as security for the payment of such rentals and other charges. Lessee will forthwith reimburse the Insurance Trustee and immediately deposit for the purpose of reconstruction or repair, any amount so paid thereout on account of any default of the Lessee.

It is agreed by and between the Lessor and the Lessee that any excess of money received from insurance remaining with the Insurance Trustee after the reconstruction or repair of such building or buildings, if there be no default on the part of the Lessee in the performance of the covenants herein, shall be paid to the Lessee. In case of the Lessee not commencing the reconstruction or repair of said buildings and prosecuting them continuously to completion and causing such completion to be accomplished within six (6) months after the occurrence of such damage or loss occasioned, as aforesaid (exclusive of delays caused by strikes, war, fire and other casualty) then the amount so collected of the balance thereof remaining with the Insurance Trustee, as the case may be, shall be paid to the Lessor, and it will be at Lessor's option to terminate this Lease for default resulting from the failure on the part of the Lessee to promptly, within the time specified, complete such work of reconstruction or repair.

ARTICLE IX.

DEMOLITION CLAUSE.

Lessee covenants and agrees that neither leasehold improvements nor Lessee's condominium unit pledged to Lessor to secure Lessee's performance hereunder, once constructed, shall be moved or torn down, in whole or in part, unless Lessee shall first have agreed in writing, in a manner approved by Lessor, to replace or restore the improvement or to repair or replace the portion thereof demolished with others of equal or greater value. Once approval of such is made, no work or demolition shall be commenced until Lessee shall have first furnished the Lessor, and the Lessor shall have approved the plans and specifications, the contract of demolition and reconstruction, and the Lessee shall have an escrow fund sufficient in amount to assure the payment for

OFF REC 4189 PAGE 538

such work. The Lessee shall also furnish the Lessor with a good and sufficient performance and payment bond with corporate surety, by a surety company authorized to do business as such in Broward County, Florida, and currently listed on the United States Treasury List of Approved Bonding Companies in good standing and conditioned upon the said work of restoration, renovation or replacement being carried through to completion in accordance with the terms hereof, and all bills for work, labor, services and/or materials utilized in said work being paid and waivers of lien therefor procured. The said work, when started, shall be carried through continuously to completion and the time between the starting of the demolition and the completion of the work shall not be longer than twelve (12) months. Nothing herein contained shall be construed as:

(a) Prohibiting Lessee from making repairs, doing ordinary remodeling in order to preserve any structure or improvement which may be located upon the demised or pledged premises or in order to extend or bring the same up to date.

(b) Requiring the Lessor to join in any mortgage in connection with or become liable in any way for any portion of the cost of doing any work of demolition, repair, remodeling or rebuilding.

(c) Relieving Lessee of any rental payment due under this Lease.

ARTICLE X.

FIXTURES AND EQUIPMENT.

It is further understood by and between the parties that during the continuance of this Lease, the Lessee shall take care of and preserve any and all fixtures and equipment installed on the leased premises and in the pledged condominium unit, and will allow the Lessor to check said fixtures and equipment, and the Lessee will replace all broken, damaged and missing fixtures and equipment installed on or in the said demised premises and pledged condominium unit, and in the event of termination of this Lease by default, the fixtures and equipment shall belong to and be the property of the Lessor. The provisions hereof apply to the replacement of any such fixtures and equipment; but nothing herein contained shall be construed as depriving the Lessee of the privilege of selling or otherwise disposing of any part of said fixtures and equipment, if simultaneously with such sale and disposal, the Lessee replaces such article so sold and disposed of with other articles of similar utility, and of the same quality and value, of greater, as the disposed of articles had when new; nor shall this section of the Lease be so construed that the natural depreciation and obsolescence loss through use of said personal property will constitute a default hereunder.

ARTICLE XI.

LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIEN.

It is hereby stipulated and agreed by and between the parties hereto that during the demised term, there shall be no mechanic's lien upon the Lessor's interest in the demised land and in the structures and improvements located thereon arising through the act of the Lessee, or any person claiming under, by or through the Lessee, and that no person other than the mortgagee as provided for herein below shall ever be or become entitled to any lien, directly or indirectly derived through or under the Lessee, or through or under any act or omission of Lessee, superior in rank or dignity to that of this indenture reserved to the Lessor upon the lands hereby demised or upon any improvement now or hereafter situate thereon, or upon any insurance policies of insurance money aforesaid, for or on account of any labor or material furnished for any such improvements, or for or on account of any material or thing whatsoever, and nothing in this indenture contained shall be construed in such a way as to contradict this provision in this indenture. All persons furnishing any such labor or material to the Lessee, or to the premises, at the Lessee's order, or at the order of any person dealing directly or indirectly with the Lessee, as well as all persons whomsoever, shall be bound by this provision and by notice thereof from and after the date of this indenture, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Lessee and Lessee's interest only in the above demised land and Lessee's interest in all buildings and improvements thereon located, to secure the payment for any bills for work done, or materials furnished or performed during the term hereby granted.

The Lessee shall have no authority to create any lien for labor or material upon the Lessor's interest in the demised premises, and neither the Lessee, nor any one claiming by, through or under the Lessee, shall have any right to file and place any labor or material lien of any kind or character whatsoever upon the demised premises, and the building and improvements thereon located so as to encumber or affect the title of the Lessor in said land and the buildings and improvements thereon located, and all persons contracting with the Lessee, for the erection, construction, installation, alteration, or repair of any building, buildings, seawall, groin or other improvements, or for the destruction or removal of any building or buildings upon the demised premises, including furnishings and fixtures, and all materialmen, contractors, mechanics and laborers, as heretofore mentioned are hereby charged with notice that as and from the date of this instrument they must look to the Lessee and the Lessee's interest only in and to the demised premises to secure the payment of any bill for work done, or materials furnished, or performed, during the term hereby granted.

The mere fact of the existence of a mechanic's or materialman's lien or liens, however, shall not of itself operate as a forfeiture or termination of this indenture, provided the Lessee, within thirty (30) days after receipt by it of written notice of lien from the lienor or within thirty (30) days after the recording of such notice of lien among the Public Records of Broward County, Florida, in the event notice of lien is not served upon the Lessee, shall cause the same to be cancelled, released and extinguished, or the premises released therefrom by the posting of bond, or by any other method prescribed by law, and proper evidence thereof be furnished to the Lessor, and if such lien or liens appear of record, the Lessee shall cause the same to be cancelled, satisfied, and discharged of record. If, however, the Lessee shall dispute the amount or validity of any mechanic's or materialman's lien claimed, or any other claim asserted, the Lessee shall post a bond with the Lessor in the amount of one and one-half times the amount of the lien or claim, and with all due diligence, institute or defend an appropriate action or proceeding in a court or courts of competent jurisdiction upon the cause of action, and shall, by injunction, due defense of the suit, or otherwise prevent any sale or impairment of the title of the Lessor, and shall prosecute or defend such action or proceeding with reasonable diligence to a final determination, and if such suit or defense shall be instituted within said period of thirty (30) days after the time when said lien shall have been filed, then, in such a case, the time reasonably required in the litigation of such action shall be added to the above thirty (30) days time; provided, however, that in any event it shall be the duty of the Lessee after contesting such lien, to cause the said lien to be cancelled, released, extinguished, or adjudicated not to exist, or to cause the premises to be released therefrom by the posting of bond or by any other method prescribed by law at least thirty (30) days before the time when the premises or any interest therein, or the Lessee's interest therein, might otherwise be offered for sale by reason of said lien; and promptly upon relieving the premises of such claim, the Lessee shall have the duty of furnishing the evidence thereof unto the Lessor.

ARTICLE XII.

PAYMENT OF INSURANCE PREMIUMS.

It is further understood and agreed that the Lessor shall in no way be or become liable for the payment of any of the premiums required to be paid for any of the policies of insurance required in and by this instrument to be procured by the Lessee nor shall the Lessor in any way be responsible for the collection or non-collection of any of the proceeds from any of the said policies of insurance.

It is further covenanted and agreed that in case, at any time during the continuance of this indenture, the Lessee shall fail, refuse or neglect, after being given ten (10) days notice by the Lessor to procure or pay for any of the policies of insurance required in and by this instrument to be procured and paid by the Lessee or to keep and maintain the same in full force and effect, the Lessor, at its option (and without such act constituting a waiver of the default by the Lessee thus occuring) may procure or renew such insurance; and thereupon, the amount or amounts of money paid as the premium or premiums thereon, plus interest at the rate of ten per cent (10%) per annum, shall be collectible as though it were rent then matured hereunder and shall be due and payable in ten (10) days after the date of payment by the Lessor, or in lieu thereof, this indenture and the term hereby created may, at the option of the Lessor, be terminated and declared at an end, and all of the rights, estates and interest of the Lessee in such event hereunder shall immediately cease.

ARTICLE XIII.

LAWFUL USE OF PREMISES.

Lessee further covenants and agrees that said premises and all structures and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use or suffer any one to use said premises or structures thereon for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the municipaltiy in which it lies. Said Lessee covenants and agrees to save said Lessor harmless from every such violation.

ARTICLE XIV.

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the property, including, by way of illustration and not in limitation, compliance with fire, sanitary, health and safety regulations and zoning and set-back requirements.

ARTICLE XV.

UTILITY CHARGES.

The Lessee agrees and covenants to pay or cause to be paid all charges for water, gas, electricity, and/or public utilities used on or about the said premises, and to pay or cause to be paid the same monthly or as they shall become due.

OFF. REC. 4189 PAGE 539

ARTICLE XVI.

ASSIGNMENT.

Assignment of this Lease shall be made only by an instrument of assignment, duly signed by all parties, witnessed, acknowledged, notarized and recorded of public record, and only if the lease at the time of assignment is in good standing and there is no existing default on the part of the Lessee herein, provided, however, that such assignee shall consent to, shall agree to abide by, and be bound by the several terms and conditons of this Lease to the same degree and extent as though such assignee were the original Lessee hereunder.

ARTICLE XVII.

MAINTENANCE AND REPAIRS.

The Lessee agrees and covenants that it will pay all expenses and charges in order to keep and maintain, and replace as necessary when worn out or obsolete, all structures, fixtures and improvements which may at any time be situated on said demised premises during the term of this Lease, and all appurtenances thereunto belonging or appertaining, including by way of illustration but not limitation, all landscaping, sidewalks, steps, the interior and exterior of all structures, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State, County and City governments or regulating bodies having jurisdiction thereof, and the statutes and the laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and will protect and indemnify forever, save and keep harmless the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observation of any provision, conditions, covenants and stipulations in this Lease contained or occasioned by or arising out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done, in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

ARTICLE XVIII.

NON-INSURED DAMAGE.

The parties hereto have agreed that Lessee will carry the maximum amount of insurance for Lessee's and Lessor's protection, however, should any structure or the improvements placed on the herein leased premises be damaged by a cause or causes not covered by or not available through insurance policies, then in such event, the following provisions shall appy:

(1) If the damage is less than Ten Thousand Dollars ($10,000.00), Lessee shall immediately and forthwith repair the premises as though the same were a repair occasioned by normal wear and tear, and as covered by the repair and maintenance clause of this Lease.

(2) Should the damage to the premises exceed Ten Thousand Dollars ($10,000.00), then in such event, Lessee shall, within thirty (30) days of the damage, deposit with Lessor a sum of money in cash sufficient to repair all damages, and thereafter Lessee shall actively begin repairs on the buildings and premises, and such repairs shall be diligently continued until completion of all repairs.

ARTICLE XIX.

LESSEE AGENT FOR CONDOMINIUM UNIT OWNERS: DEFAULT, PART ONE.

Lessee warrants to Lessor as follows:

(1) That Lessee has been directed by each unit owner individually and all unit owners collectively, in the Bayshore Embassy Condominium to act as their agent and to enter this Lease with Lessor, for and in their individual and collective behalf. This is a convenience method of entering this Lease by each Lessee with Lessor which avoids the necessity of having sixty-four (64) separate leases with Lessor. The real parties in interest are each of the sixty-four (64) condominium unit owners individually and collectively, and the Lessor. Lessee agrees to furnish Lessor with the name of any unit owner who is more than ten (10) days delinquent in payment of any monies due hereunder by such unit owner. To this end, Lessee agrees at all times to make available to Lessor the books and records of Lessee for Lessor's inspection.

(2) That Lessee will obtain from each unit owner and will deliver to Lessor upon receipt of same, a written pledge to Lessor of such unit owner's condominium unit, properly signed by the entity holding title to said condominium unit, witnessed and notarized, said pledge being given as security for and as a guarantee of payment by the unit owner of all monies, charges, expenses, rents, assessments, taxes, maintenance or other obligations for which such unit owner shall be responsible as his part of this lease.

(3) That Lessee is acting as agent for each unit owner and that each unit owner has agreed to be directly liable to Lessor for any default which such unit owner may occasion. Lessee agrees, for and in behalf of each unit owner, that such unit owner shall be responsible for and shall pay his or her portion of the "pure rent" as is set forth for his or her condominium unit in Exhibit "B" attached to this lease and by reference made a part hereof, but that the condominium unit owner shall be liable for his or her portion of all other rents, charges, cost of living increases (as provided for in Article III, supra.) or other expenses, under this lease in the same proportion as his or her percentage is in the common element expense of Bayshore Embassy Condominium. Lessee covenants with Lessor that should a condominium unit owner default in the payment of his or her portion of the rent (as set forth in Exhibit "B"), or fail to pay his or her proportionate part of any monies due under this Lease, Lessee will expend every effort to have such unit owner comply with such obligation, but should the unit owner fail to correct said default within fifteen (15) days from the date of the default, Lessor shall enforce its rights hereunder against the defaulting unit owner directly, as though said unit owner were the named Lessee.

Upon default, should Lessor proceed against the condominium unit owner, Lessor shall have the right: (1) to accelerate all rents due by such condominium unit owner during the entire term of the Lease, or to accelerate any part thereof, sufficient in Lessor's opinion to provide protection against future default, which shall, upon notice, become immediately due and payable, or (2) Lessor shall be entitled to enforce the pledge of the apartmeng by the unit owner and enter such unit either with or without process of law and take possession, and either at a private or a public sale, with or without order of Court, sell said apartment to the highest bidder, applying the proceeds of such sale to the debt owed to the Lessor and paying the balance to the Lessee. There shall be no deficiency judgment obtained against the unit owner. In the event that Lessor shall institute foreclosure proceedings against the unit owner's pledged condominium unit, said unit owner shall pay to Lessor all court costs, interest and reasonable attorneys' fees incurred or accrued by Lessor.

ARTICLE XX.

DEFAULT, PART TWO.

In the event that there shall be a default under this Lease by Lessee, not involving the payment of money, Lessor shall notify Lessee of such default in writing and thereafter Lessee shall have fifteen (15) days within which to start such corrective action as may be necessary to remedy the default. Failure of the Lessee to begin corrective action within said fifteen days and to proceed thereafter with dispatch to complete the same shall automatically authorize Lessor to remedy the default and to charge all costs, charges and expenses, both direct and indirect, including attorneys' fees, incurred in correcting the default to Lessee or to each condominium unit owner, should Lessor elect, and if charged to the condominium unit owners, then each condominium unit owner shall be liable to Lessor for such part of the total monies expended in the same proportion that each of their common element percentages bears to the whole (see Exhibit "B"). No condominium unit owner shall be liable for any other condominium unit owner's share of the expense. Failure of Lessee to pay the entire charge, or the condominium unit owner to pay its proportional part of the charge, or if it be such a default that more than one condominium owner is in default but still less than all are in default such shall entitle the Lessor to enforce any rights reserved to Lessor in Paragraph XIX above, "Default: Part One".

ARTICLE XXI.

LESSEE'S DUTY TO INDEMNIFY LESSOR AGAINST LITIGATION.

It is mutually covenanted and agreed by and between the parties hereto that in case the Lessor shall, because of Lessee's default hereunder, bring suit against Lessee or should Lessor be made a party to any litigation commenced by or against the Lessee, then in either event Lessee shall pay all costs and reasonable attorneys' fees incurred by or assessed against the said Lessor in bringing such suit to enforce the covenants, agreements, terms and provisions of this Lease or in connection with effecting the collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease or as may be incurred by Lessor in defending against a suit brought by Lessee or such other person where there has been no default hereunder by Lessor. All such costs and reasonable attorneys' fees, if paid by the Lessor, and the rent reserved in this Lease, and all taxes and assessments and the payment of all money provided in this Lease, to be made by the Lessee, shall be and they hereby are declared to be a first lien upon Lessee's condominium apartment as aforesaid and upon all structures and improvements placed upon said demised premises at any time during the term of this Lease, and upon the leasehold interest hereby created, and upon the rent of all buildings and improvements situated upon said premises at any time during said term, subject to the provisions of this Lease respecting the existence or creation of liens which are or will be prior to the lien for rent. In the event that legal proceedings should be instituted against Lessee for alleged default in any of the covenants, agreements, terms and provisions of this Lease, or in connection with effecting collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease, and should said litigation terminate in favor of the Lessee or should litigation be involuntarily dismissed by the Lessor, then in such event the Lessor agrees to pay to Lessee's attorney a reasonable attorney's fee for services rendered for the Lessee in such proceeding or proceedings.

OFF 4189 PAGE 540

ARTICLE XXII.

INDEMNIFICATION AGAINST CLAIMS.

Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises or the buildings and improvements thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any claim, the reasonable investigation thereof relative to any lawsuit or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

ARTICLE XXIII.

CONDEMNATION CLAUSE.

It is agreed that if at any time during the term of this Lease any other part of the demised real estate, or the improvements or structures thereon located, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, that there shall be such division of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, total abatement of rent and other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and the determination of the matters in dispute.

As security for restoring and repairing the premises and improvements, the monies awarded to the Lessee in condemnation shall be deposited and thereafter disbursed in the same manner as has been hereinabove provided in Paragraph 8 with reference to the receipt and disbursement of benefits accruing from the proceeds of fire or windstorm insurance policies; and after the work of repair and restoration is fully completed, free and clear of all liens and encumbrances, the balance, if any, of the said sum remaining shall be paid to the Lessee according to Lessee's interest herein by the Insurance Trustee. If the condemnation results in no physical damage to the building then on the demised premises, then any award to Lessee for Lessee's percentage interest taken shall be paid directly to the Lessee. If the leased premises shall be wholly taken by the exercise of the power of eminent domain, then this Lease shall immediately terminate, but in the event only a portion of the premises is taken, the rent to be paid thereafter shall be revised as set forth hereinabove.

ARTICLE XXIV.

LEASE NOT AFFECTED BY DAMAGE TO PROPERTY.

No destruction or damage to the land or any building or improvements by fire, hurricane, windstorm, erosion, insurrection, riot, war or other casualty or calamity of any kind, character or nature shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this Lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due, or thereafter becoming due under the terms thereof.

ARTICLE XXV.

RETURN OF PREMISES TO LESSOR IN EVENT OF DEFAULT.

The Lessee covenants, stipulates and agrees that upon the termination of this Indenture by default, Lessee will at once peaceably and quietly deliver to Lessor all of the demised premises, including all structures and improvements situated thereon, and all of the fixtures and equipment thereunto belonging, in as good state and condition as reasonable use and wear thereof will have permitted, and that all structures, improvements, fixtures and equipment then situate upon the described premises and belonging to the Lessee shall belong to the Lessor, and that no compensation shall be allowed or paid to the Lessee therefor.

ARTICLE XXVI.

LESSOR'S RIGHT OF ENTRY.

The Lessor and the Lessor's agents shall have the right to enter the leased and pledged premises at all reasonable times to examine the condition and use thereof, provided only, that such rights shall be exercised in such manner so as not to interfere with the use of said premises; and if the same premises are damaged by fire, windstorm, or by any other casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, but if the Lessor exercised Lessor's option to make emergency repairs, such act or acts shall not be deemed to excuse the Lessee from Lessee's obligation to keep the premises in repair, and the Lessee shall, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.

ARTICLE XXVII.

LIABILITY OF CONDOMINIUM UNIT OWNERS.

Lessee and Lessor acknowledge that each condominium unit owner shall be liable to the Lessor for only his common element expense percentage of all costs, expenses, charges, damages, claims or other monies owed, due or arising in favor of Lessor under this Lease where all condominium unit owners must act in concert with the others for full performance. There are sixty-four (64) condominium unit owners who have agreed with the Lessee and with each other that each and all will comply with the several terms and conditions hereof; that each and all will pay the charges on their part to be paid, and that each and all will cooperate with the others and act in concert to fulfill all the terms and conditions hereof. Lessor agrees with Lessee that Lessor shall not look to the condominium unit owners as being jointly liable where money obligations are involved, but shall look simply to each such unit owner for the performance of their monetary obligations hereunder, and a breach of this Lease by one unit owner shall not cause the entire Lease to be in default, or the other unit owners to be in default, but such monetary default shall relate only to the particular unit owner in default. Action for such default shall be taken against such defaulting unit owner only. See Article XX "Default, Part Two", for non-monetary defaults.

ARTICLE XXVIII.

NET LEASE.

It is understood by and between Lessor and Lessee that the intent and purpose of this Lease is to provide Lessor a net lease rental diminished by not a single expense, liability, claim, demand or encumbrance as a result of the ownership of the herein leased property. To this end and for this purpose, Lessee and Lessor have entered into this Lease.

ARTICLE XXIX

PLEDGE OF CONDOMINIUM; LESSOR SUBORDINATION.

Lessee covenants, for itself and as agent for and in behalf of all condominium unit owners in Bayshore Embassy Condominium, that any subsequent purchaser of a condominium unit shall, as a condition precedent to such purchase, designate Lessee as its agent hereunder, ratify, confirm and approve this Lease, agree to be bound by and comply with the several terms and conditions thereof, and execute and deliver a pledge of the purchased condominium unit to Lessor as security for the performance of the several terms and conditions of this Lease.

Lessor has heretofore agreed with each of the sixty-four (64) Lessees, and by restatement here, agrees that should Lessee desire to place, from time to time, an institutional mortgage on Lessee's condominium unit, Lessor will, and does hereby agree to subordinate and make inferior all Lessor's rights in and to the Lessee's apartment pledge to the operation and effect of such institutional mortgage, providing such mortgage does not exceed sixty per cent (60%) of the Developr's sale price of the condominium unit, or sixty per cent (60%) of its appraised value at the time of the mortgage, whichever is less. Likewise, if the institutional mortgagee acquires title thereto by reason of foreclosure or by deed in lieu of foreclosure as a result of a default in such mortgage, Lessor will subordinate said apartment pledge to the operation and effect of any new mortgage, within the limitations as to the amount as is in this article set forth, necessary to be placed thereon in order to resell such foreclosed condominium unit. Any purchaser from such institutional lender shall acquire such unit subject to the obligations and restrictions of this article and this Lease, and shall pledge his condominium unit to secure the performance of the terms hereof.

ARTICLE XXX.

NOTICES.

Notices as shall be required from time to time under the several terms and conditions of this Lease shall be sent to the Lessor at the following address, unless otherwise notified in writing: 300 Bayview Building, 1040 Bayview Drive, Fort Lauderdale, Florida

and to the Lessee at the following address, unless notfied otherwise in writing: 550 Bayshore Drive, Fort Lauderdale, Florida.

The notices shall be in writing and shall be delivered to the other party either in person or by registered mail addressed to the above addresses, return receipt requested.

ARTICLE XXXI.

GENDER.

It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their spouses, if any, their heirs, representatives, successors, grantees and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed on the day and year first above written.

OFF. REC. 4189 PAGE 541

ARTICLE XXXII.

Nothing herein contained shall be construed to permit or grant to Lessor the authority or right to cancel this lease under the provisions of Article XIX or XX in the event of an uncorrected default by the Lessee, Bayshore Embassy Condominium, Inc., or the individual unit apartment owners.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this second day of January, 1969.

Witnesses:

_____ _____ (SEAL)
William Gundlach, Individually and as Trustee

_____ _____ (SEAL)
As to Lessor Juanita M. Gundlach

LESSOR

BAYSHORE EMBASSY CONDOMINIUM, INC.

_____ By _____
Its President

_____
As to Lessee

LESSEE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, individually and as Trustee, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES A. MICHELI, known to me and to me known to be President of Bayshore Embassy

OFF. REC. 4189 PAGE 542

Condominium, Inc., and he acknowledged to and before me that he executed the same as such President on behalf of said corporation freely and voluntarily for the purposes therein stated, and that the corporate seal affixed thereto is the true corporate seal of said corporation and is affixed thereto under due and proper corporate authority.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

LAND LEASE DESCRIPTION

All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

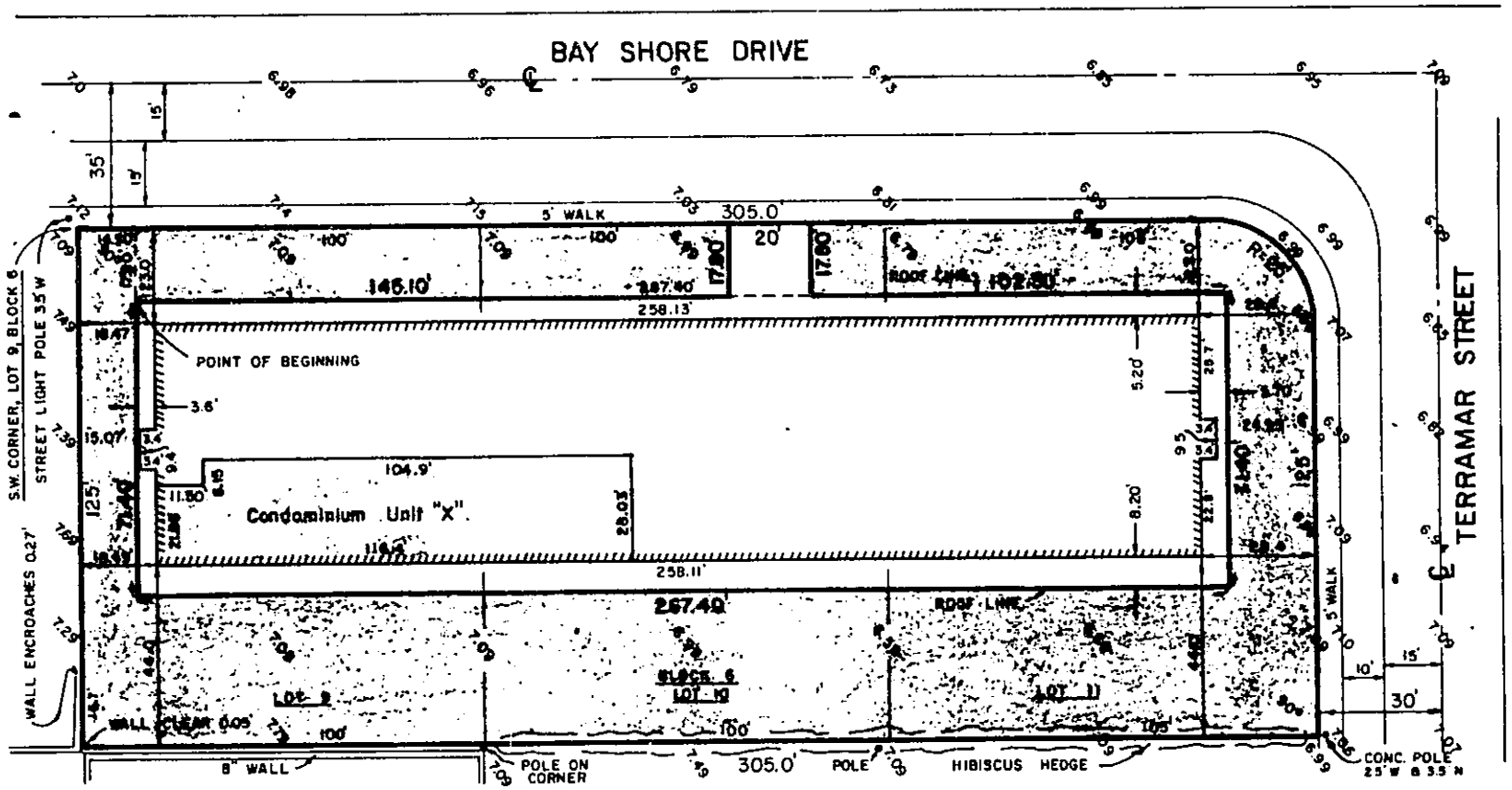
Said lands situate, lying, and being in Broward County, Florida.

TOGETHER WITH:

That condominium unit designated as "Condominium X" or "Condominium Unit X" as is identified in the Declaration of Condominium and as is designated and located in Attachment "B" to the Declaration of Condominium.

SEE 4159 PAGE 544

EXHIBIT A, Page 2 of 2 Pages



LEASED AREA

NOTE:
The above shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page 1 of Exhibit A.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page 1 of Exhibit A.

Dated April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

REC 4159 PAGE 325

KODAK SAFETY FILM

BAYSHORE EMBASSY

EXHIBIT "B"

LEASE LIABILITY PERCENTAGES

TYPE "A" APARTMENTS

The following apartments are designated as Type "A" apartments:
101, 102, 103, 203, 205, 207, 211, 212, 215, 303, 305, 307, 311, 312, 315, 403, 405, 407, 411, 412, 415, 503, 505, 507, 511, 512, 515.
Each Type "A" apartment shall bear 1.268% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "B" APARTMENTS

The following apartments are designated as Type "B" apartments:
104, 201, 214, 217, 301, 314, 317, 401, 414, 417, 501, 514, 517.
Each Type "B" apartment shall bear 1.693% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "C" APARTMENTS

The following apartments are designated as Type "C" apartments:
202 302, 402, 502.
Each Type "C" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "D" APARTMENTS

The following apartments are designated as Type "D" apartments:
209, 309, 409, 509.
Each Type "D" apartment shall bear 1.737% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "E" APARTMENTS

The following apartments are designated as Type "E" apartments:
206, 208, 306, 308, 406, 408, 506, 508.
Each Type "E" apartment shall bear 1.956% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "F" APARTMENTS

The following apartments are designated as Type "F" apartments.
204, 210, 304, 310, 404, 410, 504, 510.
Each Type "F" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

BK 4189 PAGE 546

DESIGNATION OF AGENT:
Pledge of Condominium Apartment As
Security for Lease Performance

The undersigned, having purchased Apartment No._____ in BAYSHORE EMBASSY CONDOMINIUM, and desiring to acquire in conjunction with the other unit owners in Bayshore Embassy Condominium, Inc., a Lessee's interest in certain property adjoining the condominium property, hereby irrevocably designates and appoints BAYSHORE EMBASSY CONDOMINIUM, INC., a non-profit corporation, as its Agent to enter into and to carry out the several terms and conditions of that certain ninety-nine year lease recorded in Official Records Book _____ at Pages_____ of the Public Records of Broward County, Florida, which lease the undersigned has read, understands and hereby ratified, confirms and approves. This Pledge Agreement is made with the understanding and agreement with the Lessor that all unit owners in BAYSHORE EMBASSY CONDOMINIUM shall enter an identical Pledge Agreement and that as to monetary obligation in the lease above referenced, each Purchaser or unit owner is responsible only for the stated rental and percentage monetary obligation as set forth herein.

The undersigned agrees to comply with each and every of the several terms and conditions of such lease to the extent of his or her liability and responsibility in the same manner as though the undersigned were designated as Lessee in the above referenced lease. It is understood and agreed that such Purchaser shall pay $ _____ quarterly under the lease and shall be liable for _____ % of all other monetary obligations thereunder, but shall not be responsible for the obligations of other owners.

In consideration of Lessor entering the lease with BAYSHORE EMBASSY CONDOMINIUM, INC. as Agent for the undersigned, and to assure to Lessor proper performance thereunder by the Lessee as unit owners' agent, to the extent of Purchaser's liability under the lease, the undersigned Purchaser and unit owner hereby irrevocably pledges, during the full term of the lease and all extensions thereof, to WILLIAM GUNDLACH, TRUSTEE, his heirs, successors and assigns the following described property, to wit:

> Apartment No._____ Bayshore Embassy Condominium, according to the Declaration of Condominium recorded in Official Record Book _____ at Pages_____ of the Public Records of Broward County, Florida, together with all furniture, furnishings and fixtures located thereon and therein,

as security for the full, complete and proper performance by the undersigned of the several terms and conditions of the above identified lease and subject matter of this instrument.

In the event the undersigned shall default in the payment of any monetary obligation on his or her part to be performed within the grace period, as is provided in the lease, or if the undersigned shall fail to otherwise discharge all obligations required of him to be discharged within a proper time, the Lessor shall have the right to immediately sell the herein pledged apartment unit for and in behalf of the undersigned, at public or private sale, without notice, or, if Lessor desires, to foreclose upon the same as though the pledge were a mortgage, and from the gross proceeds of such sale in either case to pay all necessary costs and expenses thereof, including a reasonable attorney's fee, and thereafter apply the proceeds to the delinquent sums due under the lease, paying the balance, if any, to Purchaser, which sum Purchaser shall accept in full satisfaction and discharge of all right, title and interest which Purchaser had in and to such apartment. Purchaser shall vacate the premises and convey by proper deed the pledged apartment simultaneously with the sale thereof. There shall be no deficiency decree obtained against the Purchaser or Purchaser's Agent as a result of such foreclosure.

This pledge is inferior, subordinate and subject to the lien of any institutional mortgagee who shall take a permanent first mortgage on the condominium unit here pledged at the time of the acquisition of the condominium unit from the Developer.

WITNESS _____ hand (s) and seal (s) at Fort Lauderdale, Florida, this _____ day of _____ 196___ .

REC 4189 PAGE 547

Witnesses:

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

_____
to me known and known to me to be the person (s) who signed the foregoing instrument, and _____ acknowledged to and before me that _____ executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____
this _____ day of _____ 196 ___.

_____
Notary Public

My commission expires:

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

REC 4189 PAGE 545

This instrument prepared by
William Gundlach
1040 Bayview Drive
Fort Lauderdale, Fla.

DECLARATION FOR CREATION OF A CONDOMINIUM

70- 49643

I. STATEMENT OF INTENT.

WILLIAM GUNDLACH, Trustee, (hereinafter referred to as the "Developer", as owner of the property described in Attachment "A" to this Declaration, intends to construct on said property a multi-family dwelling containing, among other things, a maximum of SIXTY-FIVE condominium units, common elements and other facilities more fully hereinafter identified, and it is intended by this Declaration to subdivide the said property into a maximum of SIXTY-FIVE separate parcels of real property, which in accordance with provisions herein contained, shall be subject to the benefits and conditions of a Condominium.

II. SUBMISSION STATEMENT.

The Developer, therefore, for himself, his heirs and assigns, declares that said property described in Attachment "A" from and after the date of recording of this Declaration, in the Office of the Clerk of the Circuit Court in and for Broward County, Florida, shall be subject to each and every of the terms and conditions of this Declaration until such time as the same is terminated as by this Declaration provided or is dissolved by operation of law.

III. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

(a) Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(b) Association means the entity responsible for the operation of the condominium.

(c) By-Laws means the by-laws of the condominium association for the government of the condominium, as they may exist from time to time.

(d) Common elements shall mean all portions of the condominium property not included in the units.

(e) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(f) Unit means a part of the condominium property which is to be subject to private ownership. The words"apartment" and "unit" may be used interchangeably herein as the context requires.

(g) Institutional lender shall mean any National or State chartered Bank, Savings and Loan Association or an Insurance company doing business in Broward County, Florida.

IV. NAME AND ADDRESS:

The name by which this condominium is to be identified is BAYSHORE EMBASSY CONDOMINIUM, and its address is 550 Bayshore Drive, Fort Lauderdale, Florida.

V. LAND DESCRIPTION.

The legal description of the land included in this condominium is described in Attachment "A" to this Declaration which by reference forms a part hereof.

VI. IDENTIFICATION OF CONDOMINIUM UNITS.

The condominium building shall contain five (5) floors. The first floor shall contain the following condominium units: three (3) one bedroom condominium units, one (1) two bedroom condominium unit, and one (1) large recreation area designated as "Condominium X". These units shall bear the designations of 101, 102, 103, 104 and Condominium Unit X.

The second floor shall contain six (6) one bedroom condominium units and nine (9) two bedroom condominium units which bear the following number designations of 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, and 217.

The third floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, and 317.

The fourth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417.

The fifth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 514, 515, 517.

46

Return - William Gundlach
1040 Bayview Drive
Ft. Lauderdale, Fla.

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VII SURVEY AND PLOT PLAN.

Attached to this Declaration of Condominium as Attachment "B" is a survey of the land and a description of the improvements in which the units are located, sufficient that each unit and the common elements, improvements and appurtenances can be determined by location, dimensions and size.

VIII. COMMON ELEMENT EXPENSES: COMMON SURPLUS: VOTING RIGHTS: MAINTENANCE.

A. COMMON ELEMENT EXPENSES: COMMON SURPLUS.

There shall be sixty-four (64) condominium apartment units in which owners shall reside, which units shall be of six (6) basic types: the one bedroom "Type A" unit, and the two bedroom units designated as "Type B", "Type C", "Type D", "Type E" and "Type F". There are twenty-seven (27) one bedroom "Type A" condominium units; thirteen (13) two bedroom "Type B" condominium units; four (4) two bedroom "Type C" condominium units, four (4) two bedroom "Type D" condominium units; eight (8) two bedroom "Type E" condominium units; and eight (8) two bedroom "Type F" condominium units in the Bayshore Embassy Condominium. The "Type A" units shall jointly bear 34.236% of the common expenses; the "Type B" units shall jointly bear 22.009% of the common expenses; the "Type C" units shall jointly bear 6.520% of the common expenses; the "Type D" units shall jointly bear 6.948% of the common expenses, the "Type E" units shall jointly bear 15.648% of the common expenses; and the "Type F" units shall jointly bear 14.640%. The unit designated as "Condominium X" which shall be owned by the Developer or his assigns and will be leased to the Condominium Association will not be responsible for any part of the common expenses and will, accordingly, not bear any percentage of the expenses thereof. The cost of maintenance, upkeep, taxes assessed to it and all other expenses incidental or in any way related to Condominium Unit X shall be borne by the other members of the Association and charged against them as a common expense in accordance with this Declaration. Any two apartments, if vertically or horizontally, contiguous, may be joined together to make one large apartment. Such joinder will not in any way alter, for condominium purposes, the number of units in the condominium, nor the common expense, the rights in the common elements and common surplus, or any other rights allocable to each individual apartment unit, and such will be construed merely as one owner owning two separate apartments with all rights, duties and obligations applicable and appertaining to each apartment. All such condominium units as are joined together may likewise be separated, but such joinder and separation shall be subject to By-Law requirements of the Condominium Association and such reasonable regulations as may be imposed by the Association.

All condominium apartment units shall bear the common expenses and shall share in the common surplus as follows:

1. One bedroom "Type A" apartments, designated as Apartments 101, 102 103; 203, 205, 207, 211, 212, and 215; 303, 305, 307, 311, 312, and 315; 403, 405, 407, 411, 412 and 415; 503, 505, 507, 511, 512 and 515 shall each bear 1.268% of the common expenses and shall have a 1.268% interest in the common surplus.

2. Two bedroom "Type B" apartments designated as 104, 201, 214, 217; 301, 314, 317; 401, 414, 417; 501, 514 and 517 shall each bear 1.693% of the common expenses and shall have a 1.693% interest in the common surplus.

3. Two bedroom "Type C" apartments designated as 202, 302, 402, and 502, shall each bear 1.630% of the common expenses and shall have a 1.630% interest in the common surplus.

4. Two bedroom "Type D" apartments, designated as 209, 309, 409 and 509 shall each bear 1.737% of the common expenses and shall have a 1.737% interest in the common surplus.

5. Two bedroom "Type E" apartments designated as 206, 208; 306, 308; 406, 408; 506 and 508 shall each bear 1.956% of the common expenses and shall have a 1.956% interest in the common surplus.

6. Two Bedroom "Type F" apartments designated as 204, 210, 304, 310; 404, 410; 504 and 510, shall each bear 1.830% of the common expenses and shall have a 1.830% interest in the common surplus.

7. As hereinabove set forth, Condominium "X" shall bear no portion of the common surplus and shall have no interest in the common surplus but shall share equally in the use of the common elements with all other condominium units.

OFF. REC. 4189 PAGE 505

B. VOTING RIGHTS

Subject to the provisions and restrictions as set forth in the By-Laws of the Association, each condominium unit is entitled to one vote regardless of its size or how title is held. Cumulative vote shall not be permitted. Members of the Board of Governors shall be elected by plurality vote.

C. MAINTENANCE: COMMON ELEMENT MAINTENANCE AND INDIVIDUAL MAINTENANCE:

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the apartment which contribute to the support of the building, (excluding, however, interior wall, ceiling and floor surfaces), and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, exterior boundary walls of apartments and load-bearing columns, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartment (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures) and all incidental damage caused to be done by the Association in conjunction therewith.

2. The responsibility of the condominium unit owner shall be as follows: to maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association; to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building; nor to paint or otherwise decorate or change any portion of the building not within the walls of the apartment, unless the written consent of the Association is obtained; to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association, and not to make any alterations in the portion of the apartment or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Governors of the Association, nor shall any apartment owner impair any easement without first obtaining the written consent of the Association and of the apartment owner or owners for whose benefit such easement exists. Although the compressor for the air conditioner for each apartment unit is located on the roof of the building and not within the confines of the individual apartment, nevertheless it shall be the responsibility of each unit owner to care for, maintain, repair and replace such compressor and other air conditioning equipment as needed and as an individual, and not a common expense.

IX. METHOD OF AMENDING DECLARATION OF CONDOMINIUM.

This Declaration may be amended at any regular or special meeting of the unit owners of this condominium called in accordance with an affirmative vote of seventy-five per cent (75%) of all the unit owners of the condominium. The amendment shall be evidenced by certificate executed with the formalities of a deed in proper form for recording and shall include the recording date identifying the Declaration. After the amendment has been passed and approved by the Association, the same shall be recorded in the Public Records of Broward County, Florida, according to law. No amendment shall change any condominium unit's proportionate share of the common elements, the common expenses, or of the common surplus or the voting rights as herein granted to each unit, unless all owners of all condominium units shall, by unanimous, one hundred per cent (100%) vote, approve and join in the execution of such amendment, nor shall any amendment restrict, alter, impair, or change any rights of an institutional or other first mortgagee to acquire, lease or sell a unit, and any such attempt shall be void. Likewise, the Declaration may not be amended by any vote so as to change or impede in any way the right of the Developer to appoint a majority of the members of the Board of Governors of the Association until sixty (60) units in the condominium have been sold, nor interfere with, alter or abrogate the right of the Developer to lease for such periods and to such person or persons as it shall desire and to make the first sale of each apartment, all without Association approval. No alterations, amendments, revisions or other changes shall be made in Article XVII "Insurance", without the specific concurrence and approval in writing of all institutional lenders who may have mortgages on any of the condominium units. The Developer reserves the right, acting alone, to amend the Declaration at any time prior to the recorded conveyance of any apartment by Warranty Deed to any purchaser.

OFF 4189 PAGE 506

X. OPERATION OF CONDOMINIUM ASSOCIATION.

This condominium shall be operated by a non-profit corporation named "BAYSHORE EMBASSY CONDOMINIUM, INC." which corporation is herein sometimes called "The Association". The owners of each condominium unit shall automatically become members of Bayshore Embassy Condominium, Inc. upon recording of a Warranty Deed to a condominium unit. Likewise, membership shall automatically terminate upon cessation of such ownership. No rights shall vest in any person who is in the process of purchasing a condominium

unit, either in the unit to be purchased, in the land, in the Association, or in the condominium itself until title to the purchased unit is recorded. There shall be no other membership. The following miscellaneous rights and powers shall apply:

(1) The Association, which is incorporated, shall act through its officers and Board of Governors and shall have the capability of contracting, bringing suit and being sued. Service of process upon the Association shall be in the manner prescribed by law for non-profit corporations. Service of process upon the Association shall not constitute service of process upon any unit owner.

(2) No unit owner, except as an officer or a member of the Board of Governors of the Association, shall have any authority to act for the Association.

(3) The powers and duties of the Association shall include those set forth in this Declaration, those in the Charter creating the Association, and those set forth in its By-Laws. The general membership shall elect the members of the Board of Governors and the Board of Governors shall elect the officers of the Association.

(4) The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

(5) The Association shall have the right to adopt, establish, proclaim and enforce such rules and regulations for the use of the condominium units and the common elements and any other property jointly leased by all members of the Association. The Association shall have the power to enforce the provisions of this Declaration of Condominium for and in behalf of its members and its By-Laws.

(6) The Association shall have the right to alter and improve the common areas and to assess each unit owner their proportional share thereof.

(7) The Association shall have a lien against any unit for the unpaid portion of properly levied assessments, and shall be entitled to enforce said lien in the same manner as though said lien were a mortgage.

XI. ASSESSMENTS: LIEN AND PRIORITY: INTEREST: COLLECTION.

(1) The Association shall have the power to make and collect assessments and shall maintain accounting records with respect thereto according to good accounting practices which shall be open to inspection by unit owners at reasonable times. Such record shall include:

(a) A record of all receipts and expenditures.

(b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due.

(2) Common expenses shall include all expenses connected with the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expense which shall be incurred by the Association which shall ratably or equally benefit all unit owners.

(3) A Unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from grantor the amounts paid by the grantee therefor.

(4) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit against which the assessment is made.

(5) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate provided in the Declaration, not to exceed the maximum rate allowed by law, and if no rate is provided, then at ten per cent (10%) per annum.

(6) The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, and against the unit owner of such condominium parcel. Such owner shall, in addition, be liable for all costs and reasonable attorney's fees incurred by the Association in the collection of such assessment or enforcement of such lien and the lien shall secure the same. The lien shall be effective from and after the time of its recording in the public records of Broward County, and shall state the description of the condominium parcel, the name of the record owner, the amount due, including a reasonable attorney's fee, and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims shall include only assessments which are due and payable when the claim of lien is recorded.

OFF. REC. 4180 PAGE 507

Such claims of lien shall be signed and verified by an officer or agent of the Association and completed in a manner which shall entitle them to be recorded. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

(7) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid in the condominium parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgement for unpaid assessments may be maintained without waiving the lien securing the same.

(8) Where a mortgagee, a lien claimant, a pledgee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure brought on such pledge, mortgage or other lien, or by deed in lieu of foreclosure thereof, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel and chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners including such acquirer, his successors and assigns. No assessments for capital improvements shall be made against or shall attach to any unit owned by an institutional lender, which unit was acquired by such lender as a direct result of a foreclosure of a mortgage owned by the lender or by deed in lieu of foreclosure.

XII. LIMITATION ON LIABILITY OF UNIT OWNER.

(1) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and the By-Laws.

(2) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occuring within his house.

(3) Property taxes, special assessments and other taxes and levies which are levied by municipalities, counties and other taxing authorities on the condominium units shall be assessed against the individual condominium unit and not upon the condominium as a whole. Property taxes and special assessment levied upon the common areas or upon any property collectively rented by the condominium owners shall be allocated and assessed against each condominium unit in the percentage which each shares in the common expenses and surplus. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon such condominium parcel so assessed and upon no other portion of the condominium parcel.

(4) All provisions of this Declaration relating to a condominium parcel which has been sold for taxes or special assessments shall survive and be enforceable after the issuance of a tax deed or master's deed upon the foreclosure of an assessment, certificate of lien, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee or the owner of the title immediately prior to the delivery of the tax deed or master's deed. The restrictions, terms and conditions of this Declaration shall run with the land and hereafter be binding upon all who own or hold hereunder.

XIII. COMPLIANCE AND DEFAULT, NON-ASSESSMENT.

Each unit owner shall be governed by and shall comply with this Declaration, the By-Laws, the Rules and Regulations as promulgated by the Board of Governors from time to time, and the laws of the State of Florida as they may exist from time to time. Failure to do so shall entitle the Association or unit owner to sue for such sums as it may be damaged or to sue for injunctive relief or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner. Such relief shall not be exclusive of other remedies provided by Law. Should the Association prevail in a court of competent jurisdiction against a unit owner for failure to comply with the duties imposed by this Article, such unit owner shall pay all the court costs connected therewith, together with a reasonable attorney's fee as determined by the court.

OFF. REC. 4189 PAGE 508

XIV. THE CONDOMINIUM PARCEL.

Each condominium parcel shall consist of the condominium unit plus an inseparable and undivided share of the common elements as identified in Attachment "B" to this Declaration. Each condominium unit shall constitute a separate parcel of real property. Each condominium unit, for purposes of this Declaration, shall be deemed to be independent of all other condominium units, but shall be subject to the laws of the State of Florida, this Declaration and the By-Laws and other regulations as applicable. Nothing herein shall in any way or under any circumstance, be construed to authorize, permit or allow a partition of any part of the common elements by any unit owner. The lower and upper limits of each apartment unit are one inch below the upper surface of the concrete floor slab and one inch above the lower surface of the ceiling, respectively. The vertical plane formed one inch inside each boundary wall of the apartment unit shall constitute the side and outer limits of the apartment, excepting only that where there is a balcony extending from any apartment, the outside boundary shall be extended to include such balcony. Should such an ower of a condominium acquire by purchase an adjoining unit, said owner may be permitted, with the specific written approval of the Board of Governors, reasonable ingress and egress between the units by removal of all or part of the separating wall and such wall shall thereafter be considered an inside wall and not a boundary wall. Likewise, should an owner acquire two condominium units, one above and one below the other, with the specific written approval of the Board of Governors of the Association, the apartments may be joined by one set of stairs and/or one elevator. Such shall not interfere with the structural stability of the building. All expenses connected therewith shall be borne by the owner desiring the alteration. There shall be no common expense in connection therewith. The inside area of the interior walls of each apartment unit are burdened with an easement for the benefit of the other unit owners for purposes of pipes, utilities, wires, cables and other similar items. Removal or rearrangement of such interior walls shall be made only with the written consent of the Board of Governors. Such easement may be waived by the Board of Governors for and in behalf of the condominium unit owner.

No unit shall be subdivided or broken down into smaller parts than now exist and any attempt to do so shall be null and void and any conveyance without force and effect. Nor can there be a pledge, mortgage encumbrance or any other transaction affecting the unit, or any part thereof less than the whole which will be effective and enforceable. Such attempt will be null and void.

The following easement shall be from each condominium unit owner to the others and to the Association:

(1) Structural Support. Every portion of the unit contributes to the support of the other parts thereof, and, accordingly, each unit is burdened with an easement for structural support for the benefit of each other condominium unit and for the common elements.

(2) Maintenance, etc. Maintenance, repair and replacement easements are granted through each unit, which includes easements for all facilities for furnishing of utility service within the building to units or to the common elements. Easements are reserved over all balconies whenever reasonably required for emergency ingress. No apartment shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easement rights.

(3) Encroachment. Should any unit encroach upon another or upon the common elements and such be not the result of a deliberate action on the part of the unit owner, or should a common element encroach upon a condominium unit and the same be unintentional, then in either case an easement shall exist from one to the other so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one owner upon whose property such encroachment exists.

XV. GENERAL CONDITIONS, COVENANTS AND RESTRICTIONS.

(1) The owner of each unit of Bayshore Embassy Condominium shall occupy and use such condominium units as private dwellings for himself and the members of his family and social guests and for no other purpose including business purposes. If title to the condominium unit be taken in the name of a corporation, the officer approved for occupancy shall, for the purpose of this Declaration, be assumed to be the owner. Domestic servants, houseboys, companions, nurses, health aides, or other

OFF. REC. 4189 PAGE 509

persons in the employ of an owner are permitted to occupy the condominium unit with the owner, or to occupy employer's separate but adjacent condominium unit, when such occupancy in the condominium building is essential to their employment. However, such occupancy by employees will be only during the time that the owner is in fact in actual physical residence in the condominium and at no other time. Such employees of owner may not use the common areas except for ingress and egress to and from the owner's apartment and may not use any of the recreational or other facilities of the condominium. All occupancy rights of employees shall cease upon the employer not being in actual physical residence in the condominium and upon termination of employment. This clause shall be construed to prevent one condominium unit owner from being, and acting in any capacity, as a domestic employee of another condominium owner. Employment shall be conclusively presumed when the employee receives any remuneration for services rendered, regardless of the form of consideration. No children under the age of eight (8) shall be permitted to reside in any of the units or rooms thereof of this condominium, except that such children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any one hundred and twenty (120) day period in any condominium unit. Reasonable rules covering the behavior of children shall be made and enforced by the Board of Governors, Should any minor living on the premises consistently violate such rules, this shall be considered a nuisance and proper legal remedy may be taken under paragraph XIII above, or any other section of this Declaration or the laws of the State of Florida. One dog weighing no more than fifteen (15) pounds when full grown, or one domestic cat or a maximum of two small birds may be kept by the owner of each condominium apartment. A unit owner shall not keep any other pet or animal in his apartment without the written consent of the Board of Governors. Decision and action by the Board of Governors in granting or withholding written consent in any case shall not constitute a precedent as to other owners. Dogs must be kept under leash at all times when taken outside of the unit and shall be "walked" away from the building and grounds. Dogs, cats, or other pets shall be carried in arms in the corridors and the elevator, and shall be allowed in the service elevator only. If a pet becomes a nuisance to a majority of the unit owners living on either side of, across the hall from, above and below the owner of such pet, then upon written application from such majority to the Board of Governors, the Board of Governors shall order the permanent removal of the pet from the building. The unit owner will not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property or obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. No clothes lines or similar devices shall be allowed on any portion of the condominium property, including the common elements. No balcony shall be enclosed or altered in any way, nor any change of any kind made on the exterior of the condominium by a unit owner, including by way of illustration, awnings, air conditioning units, TV or radio antennas, wiring, paint or otherwise. Exterior glass in the color as provided by the Developer shall be maintained by all owners. All windows shall have draw drapes to cover them. Draw drapes facing the outside shall be white or silver backed. There shall be no venetian blinds, plantation shutters, or other window devices used in the window either alone or in conjunction with drapes. Roll shades may be used, but when used must be white on the side exposed to outside viewing. No unit owner shall alter or modify any structural parts of the unit without the specific written approval of the Board of Governors. Approval may be granted for alterations by the Board of Governors of non-load bearing interior partitions of units upon a certification of safety by a competent registered engineer. All costs included or connected with such approval and alteration shall be borne by the unit owner seeking the change. No signs shall be displayed in or upon any portion of the condominium property by any person or corporation without the written consent of the Board of Governors, provided, however, that until a first sale of all condominium units be made, the Developer may erect reasonable signs on the common elements to aid in sales promotion of unsold units and for directional purposes.

(2) There shall be no improper, immoral or unlawful use made of the premises, nor shall there be any violation of any zoning ordinances or other governmental regulations applying to the condominium units or the condominium.

(3) Liens, Suits, Mortgages, Foreclosures.

Each unit owner will notify the Board of Governors of all encumbrances against his unit, including any mortgages, liens or suits filed or threatened against his unit. In the event of a foreclosure of any mortgage, lien or other encumbrances on a condominium unit, or in the event of a threatened sale of the condominium unit as a result of any unlawful levy, the Association, acting through the Board of Governors, shall have the right, at any time after the Order of Foreclosure is entered by a Court of competent jurisdiction or after actual levy by the Sheriff, but prior to the public sale thereof, to redeem the condominium unit for and in behalf of the unit owner for the amount decreed by the Court to be owing, including costs and attorney's fees, and the condominium unit owner shall simultaneously convey by appropriate Warranty Deed his interest therein to the Association upon payment by the Association of such sum to the Court. The condominium unit owner shall by such transfer waive any and all rights in and to any monies which the condominium Association shall obtain upon the resale of said unit over and above the Court purchase price, if such be the case. If the Association does not exercise its right prior to public sale to pay off the indebtedness against the property and receive a Warranty Deed, such right shall expire. Nothing herein shall be construed as limiting the Association from bidding and purchasing at the public sale, however, even after the expiration of its rights above set forth.

(4) Leasing or Sale of Unit; Right of First Refusal.

Condominium unit owners may lease their apartments only in accordance with this paragraph. No condominium unit shall be leased for a period less than sixty (60) consecutive days nor more than three hundred sixty-five (365) consecutive days. In all instances, the condominium unit owner, as lessor, shall submit to the Board of Governors such reasonable information as the Board of Governors shall require about the Lessee prior to the time that a lease is signed on the condominium unit. If the Condominium Association shall for any reason, disapprove and reject the proposed Lessee where approval is required, the unit owner shall not lease to such person or persons, but shall have the right to submit another bona fide Lessee for approval to the Condominium Association in the same manner. Should the Condominium Association again disapprove the proposed Lessee, the unit owner shall have the right to submit a third Lessee for approval together with the proposed lease. If the Condominium Association shall disapprove the third proposed bona fide Lessee, the Condominium Assocation must exercise the right to rent the condominium unit from the unit owner, upon the same terms and conditions as set forth in the lease presented with the third proposed Lessee, or else, failing to enter such lease within ten (10) days from submission of such third proposed Lessee, together with the proposed lease and reasonable information submitted therewith, the third proposed Lessee shall be automatically approved. If the Condominium Association leases the unit from the unit owner, it shall have the right to assign the rental right or to sub-lease to any party whom it may approve, and the unit owner shall honor such assignment, or sub-lease in the same manner as though the unit owner had assigned or sub-leased. Lessee shall, by written agreement executed simultaneously with any lease, agree to abide by all the rules and regulations of the Association. A violation of any rule by Lessee is tantamount to a violation by Lessor. The Association reserves the right to terminate any lease as owner's agent for such violation as may occur. Nothing herein shall be construed to prevent a Lessor from leasing his condominium unit to a Lessee for a period of time in excess of one (1) year, but before a Lessee shall occupy a leased condominium unit for an extended term beyond one year, the Board of Governors shall re-approve said Lessee's application for occupancy.

Each unit owner grants to the Assocation the right of first refusal to purchase the condominium unit on the terms and conditions as hereinafter set forth, excepting only in case of an inter-family transfer within the first degree of affinity. Each time and so often as a unit owner shall desire to sell and shall receive a bona fide offer

OFF. REC. 4189 PAGE 511

for the same, the unit owner shall first give the Association notice in writing of such offer to purchase, the notice to set forth in detail the terms and conditions of the offer, and shall include a certified copy of the written offer from the bona fide prospective Lessee or purchaser, together with the name, address, age, occupation and size of family to be living in the unit of the prospective Lessee or purchaser. An offer of purchase shall not be considered bona fide unless accompanied by a deposit of at least ten per cent (10%) of the purchase price. The notice shall be delivered to the senior officer of the Association present in the condominium, by registered mail, return receipt.

If the Association desires to exercise its option to purchase upon the same terms and conditions as set forth in the offer of purchase, it shall notify the unit owner of such by registered mail, posted within ten (10) days after receipt of the Association's registered notice as afore provided. Thereafter, the Association shall complete the transaction to purchase in accordance with the terms and conditions of the bona fide offer. The Association has the right to assign the purchase right to any party whom it may have approved and the unit owner shall honor such assignment in the same manner as though the Association were exercising the purchase right.

Any attempt or action taken by a unit owner to avoid or to attempt non-compliance with the terms and conditions of this Declaration shall be construed as voidable at the election of the Association, and the Association shall, within ninety (90) days after a Lessee or purchaser shall have obtained a lease or deed in an improper manner, bring an action at the expense of the unit owner to cancel the same. In absence of action taken within said ninety (90) days, such will be construed to be a waiver of the right to object and thereafter the Lessee or purchaser shall be entitled to full occupancy and other rights associated with his title status.

If the Association shall take no action to exercise its right to first refusal, then the unit owner shall be entitled to complete, with automatic approval of the Board of Governors, its lease or sale in accordance with the bona fide offer as originally presented to the Association. This procedure shall be repeated so often and so long as the unit owners shall lease or sell.

Notwithstanding the above, the right to approve Lessees and the right of first refusal to purchase or lease does not apply:

(a) At a foreclosure sale of an institutional mortgage, or to a voluntary conveyance by a mortgagor to an institutional mortgagee to avoid a foreclosure. Nor does it apply to a lease or sale made by a mortgagee who has acquired title through foreclosure to a bona fide purchaser or lessee for value after the first offering of the same to the Condominium for purchase or lease upon the same terms and conditions as available to the bona fide purchaser or lessee, or:

(b) To the Developer of the condominium, as it is understood that the Developer shall have the unrestricted right to lease any condominium unit or units to any one until the first sale of said unit is made, and to make the first sale of each condominium unit, unrestricted, without notifying any one, getting the approval of any one, or giving the Association or its assigns any first right of refusal.

(c) To a Lessor who leases any property to the Association under which lease, directly or indirectly, the unit owner has pledged his apartment as security for his portion of the rental due, should there be a foreclosure on the condominium apartment to enforce the pledge.

(5) Developer's rights on Board of Governors.

The Developer has reserved the right, until (a) the Certificate of Occupancy has been issued by the proper governmental issuing authority, and (b) sixty (60) units have had a first sale and there are at least twenty (20) persons living in the condominium units, and (c) the building has been continuously occupied for at least six (6) months, to appoint all of the members of the Board of Governors of the Association. Such persons need not be unit owners in the condominium. The Developer shall have the right to change it appointees from time to time as it shall choose. After such time the Board of Governors shall all be unit owners.

OFF. REC. 4189 PAGE 512

XVI. LEASE OF CERTAIN LAND AREAS.

The Condominium Association, as agent, in behalf of all condominium unit owners, has acquired a leasehold interest in and to the land situate, lying and being in Broward County, Florida described in Attachment "C" appended to this Declaration and by reference made a part hereof. Each unit owner, as a condition of ownership of the condominium unit shall upon acquiring his unit, execute for the Association an agreement acknowledging the agency of the Association for such unit owner and agreeing to be bound under the terms and conditions of the lease, to pay his or her designated portion of the lease rental and/or other monetary obligations connected with the lease, and to otherwise comply therewith, and shall execute and deliver a pledge of his or her unit to the Lessor and owner of the above described property as security for his or her full and complete performance thereunder. Lessor will subordinate Lessor's rights in and to Lessee's apartment, as pledged, only to the operation and effect of an institutional mortgage executed by Lessee providing the mortgage does not exceed sixty per cent (60%) of the original purchase price of the apartment unit or its appraised value at the time of the mortgage, whichever is less. Nothing herein shall be construed to cause any unit owner to become liable for any other unit owner's obligation under the lease. Rental payments, although they may be collected simultaneously with the common expenses, shall not be construed as common expenses. For tax purposes only, the value of the fee in the leased land described in Attachment "C" shall be assessed by the Broward County Tax Assessor directly to the owners of the condominium units in the same percentage that each unit shall bear the common element expenses as set forth in Article VIII of this Declaration. The Tax Assessor is directed to add to the tax statement of each condominium unit such additional tax as here determined and to bill the combined total to the unit owner in one tax statement. This procedure shall not be construed to create in any unit owner an interest of any kind whatsoever in the leased land other than that as established under the lease, but shall be deemed to be for convenience only.

XVII. INSURANCE.

Insurance on condominium units and common elements and on any properties leased by the Association for and in behalf of the unit owners of the condominium shall be carried and maintained by the Association for and in behalf of the condominium unit owners, the Association, the Lessor of any property leased to the Association, and, where applicable, the mortgagee. The Association shall carry casualty insurance on all units and on all common elements, and on leased property, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils plus, where available, water damage, vandalism and malicious mischief. Also, the Association shall carry public liability and property damage insurance covering all condominium units, common elements and on leased property. Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended by the Board of Governors or the insurance carrier. The cost of the insurance shall be a common expense.

All policies of casualty insurance covering the condominium units, the common elements and leased property shall have a loss payable clause drawn in favor of an Insurance Trustee and any proceeds of any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association and the unit owners, the Lessor, where applicable, and the unit owner's mortgagees if any. The Association is the acknowledged agent for all unit owners for the purpose of negotiating and settling all claims against the insurance company, and, accordingly, is authorized to execute in behalf of the unit owners in favor of any insurer releases after settlement. The Association shall select as a Trustee any national Banking institution in Broward County, Florida, having assets in excess of Twenty Million Dollars ($20,000,000.00). Any lending institution which shall place original mortgages on more than twenty (20) condominium units in the Bayshore Embassy shall have the right to approve the Insurance Trustee and thereafter, so long as any of the mortgages continue, the Insurance Trustee shall not be changed without such lending institution's consent. The Association shall select insurance companies carrying only the highest rating and having local representatives in Broward County, Florida.

The sole duty of the Trustee is to receive the proceeds of the

casualty insurance and to hold them for the benefit of the Association, the unit owners, the unit owner's mortgagees, if any, the Lessor, where applicable, or other beneficiaries with an insurable interest, and to disburse as hereinafter set forth. The Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence as to the money in its possession. The Trustee shall receive just compensation for its services and such is hereby designated a common expense to be divided ratably, in their various percentages, among the unit owners.

Upon a loss being sustained by the condominium under any coverage, the Association shall first furnish the Trustee with a list of all unit owners, and their mortgagees, if any, and with the name of any other person having a beneficial interest in the policy, and with the percentage interest of participation in the common elements of each unit owner. Such list shall be current and shall be certified as correct by the President of the Association. Thereafter the Association shall obtain three competent appraisals by contractors authorized to do business in Broward County, Florida, as to the cost of repair. The Association shall then negotiate and settle the insurance claims with the insurance company and have the insurance proceeds paid to the Trustee.

No mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of any mortgage or mortgages, unless it be the excess of insurance payments over the replacement cost of the damaged unit, and then only after the unit is fully repaired.

In the event of loss or damage to a condominium unit where the proceeds are paid to the Insurance Trustee for such loss or damage, the Association shall enter a written contract with a reputable contractor authorized to do business in Broward County, Florida for repair of the damaged unit. The contract for repair shall be with the approval and consent of the unit owner. The damaged unit shall be returned to the same condition it was in prior to sustaining the damage, all of which shall be in accordance with the plans and specifications of Richard C. Reilly, Architect, Fort Lauderdale, Florida Commission No. 268-52 as modified by written approval of the Association. The Association shall certify to the Trustee the amount of money required to rebuild the unit and if there is a lack of money in the Trustee's hands to pay for such repairs, the difference shall be supplied by the Association and such difference shall be borne by and assessed to all of the condominium unit owners as a common expense. If the insurance proceeds are sufficient for such repairs or are in excess of the amount needed, the Association shall have the unit repaired and any overage shall be paid to the Association. The Insurance Trustee, prior to and during re-construction, shall disburse monies from his trust only for repairs and only upon the written requisition of the Association. All monies shall be paid by the Trustee for repairs directly to the contractor, who shall furnish to Trustee releases of liens for all monies paid. Contractor shall furnish a performance and payment bond on all repairs costing in excess of Five Thousand Dollars ($5,000.00). Trustee, after receipt of a release of lien, shall not be liable for the proper application of the insurance funds.

In the event of a loss or damage to the common elements whether real or personal, and the damage is covered by casualty insurance, the proceeds thereof shall be paid to the Insurance Trustee to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of repair, or replacement, or reconstruction of the common elements and the condominium units which are damaged, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Association for the use and benefit of all unit owners. If it should appear, however, that the insurance proceeds covering the loss are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, then the Board of Governors shall allocate the repairs of the common elements first from the insurance proceeds and thereafter make and collect an assessment from all owners as a common expense, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement and reconstruction of the common elements and the condominium units which may be damaged.

In all cases, the Association shall furnish to the Insurance Trustee a written contract for repair of the condominium units damaged and/or the common elements. Each condominium unit and common elements shall be repaired and replaced, from time to time, in accordance with the original plans and specifications, or as such plans have been modified by written consent of the Association from time to time. The Insurance Trustee shall disburse the money from the trust upon written request by the Board of Governors of the Association, and only upon receiving simultaneously with a disbursal, a release of lien covering each payment made. The contractor shall join with the Board of Governors of the Association in making payment requisition from the Insurance Trustee. The Insurance Trustee shall not be liable for the application of the monies paid pursuant to such requisition after release of lien is obtained therefor.

In the event that a loss should be sustained on leased property and the same is covered by casualty insurance, the proceeds shall be paid to the Insurance Trustee and the repairs, reconstruction and replacement thereof shall be conducted in the same manner as though there was a loss to a common element. Any assessment necessary to increase the insurance proceeds to a sum sufficient to provide an adequate repair shall be apportioned among the several condominium unit owners, in accordance with their common expense ratio and percentage.

In the event of a loss or damage to personal property belonging to the Association, and the proceeds are paid to the Association, the Association shall replace such damaged property unless it shall determine it to be in the interest of the condominium not to make a replacement, at which time the Association shall distribute such insurance proceeds proratedly among all of the condominium unit owners or their mortgagee or mortgagees, as their interests may appear, in accordance with their participation in the common expense.

XVIII. TERMINATION.

(1) All of the unit owners acting jointly, may terminate this condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective until the holders of all mortgages, pledges, or other encumbrance affecting any of the condominium parcels, join therein and consent and agree thereto in writing by such duly recorded instrument, and that agreement be reached by all such owners and holders of mortgages, liens, pledges or other encumbrances as to the transfer of their claim to the unit against which the lien, mortgage, pledge or encumbrance exists.

(2) Upon the termination of the condominium, the condominium property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall be the same percentage which each such owner bears in the common expenses. Such termination shall not, however, lessen, reduce or affect the liability for rental or the pledge of each condominium unit as security for lease performance.

(3) Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Governors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

(4) The members of the Board of Governors acting collectively as agent for all apartment owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

(5) The termination of a condominium shall not bar the creation of another condominium affecting the same property.

OFF. REC. 4189 PAGE 515

It is the intent of the Developer to create a condominium pursuant to Chapter 711, Florida Statutes, 1967 and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the condominium herein created by this Declaration shall fail in any respect to comply with Chapter 711, Florida Statutes, 1967, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Bylaws attached hereto, the plat certificate and floor survey and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

XX. COVENANTS RUNNING WITH THE LAND.

All provisions of the condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

IN WITNESS WHEREOF we have executed this Declaration this 14th day of April 1970.

Witness:

Hazel M. Golden

William Gundlach

William Gundlach, Trustee and Individually

Betty J. Stephanz

Juanita M Gundlach

Juanita M. Gundlach

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, Trustee and individually, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the persons who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 14th day of April 1970.

Hazel M. Golden

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE, 22, 1973
BONDED THRU FRED W. DIESTELHORST

NOTARY PUBLIC

OFF. REC. 4189 PAGE 516

ATTACHMENT A - Page 1 of 2 Pages

A PART OF THE DECLARATION OF CONDOMINIUM OF

BAYSHORE EMBASSY CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM LAND AREA

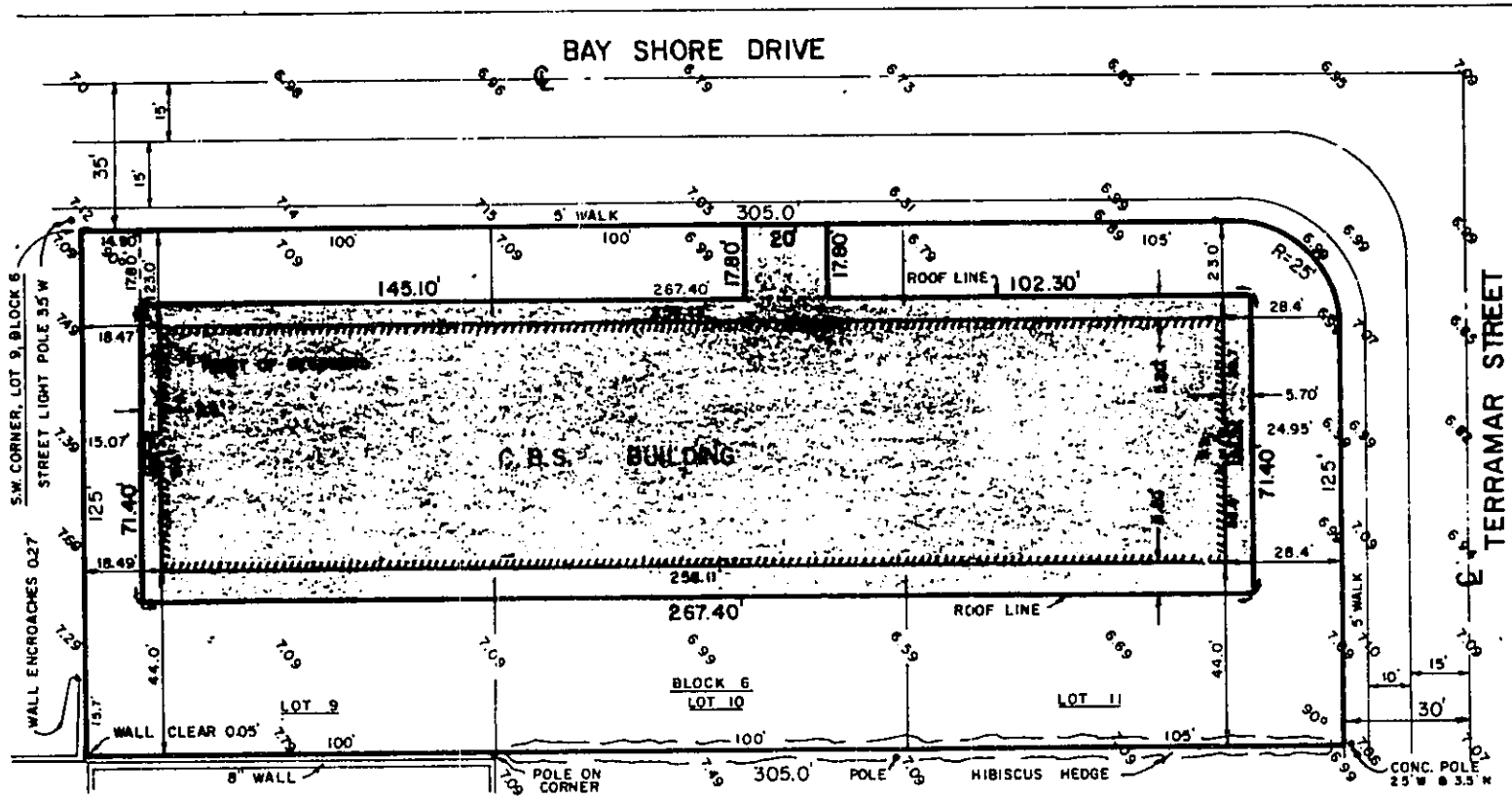
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

SEE 4189 PAGE 517

ATTACHMENT A, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



CERTIFICATE:

I hereby certify that the shadowed area on this survey accurately shows the location of the Bayshore Embassy Condominium and the ingress and egress thereto. The legal description of the condominium land appears hereon.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By: J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

CONDOMINIUM LAND AREA

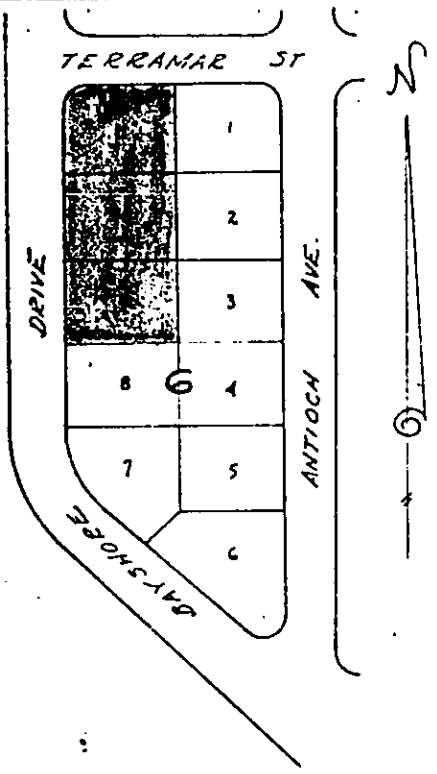
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10, thence Southerly along the said West line of Lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

OFF. REC. 4189 PAGE 518

KODAK SAFETY-A FILM A+



o Indicates Marker
Scale 1" = 40'

Note: Elevations based on assumed datum.

CERTIFICATE OF SURVEY

Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida.

FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

We hereby certify that we have this day completed a survey of the above described premises; that markers have been set as indicated and that this drawing is a true and correct delineation thereof.

Dated at Fort Lauderdale, Florida, this 6th day of June, 1957.

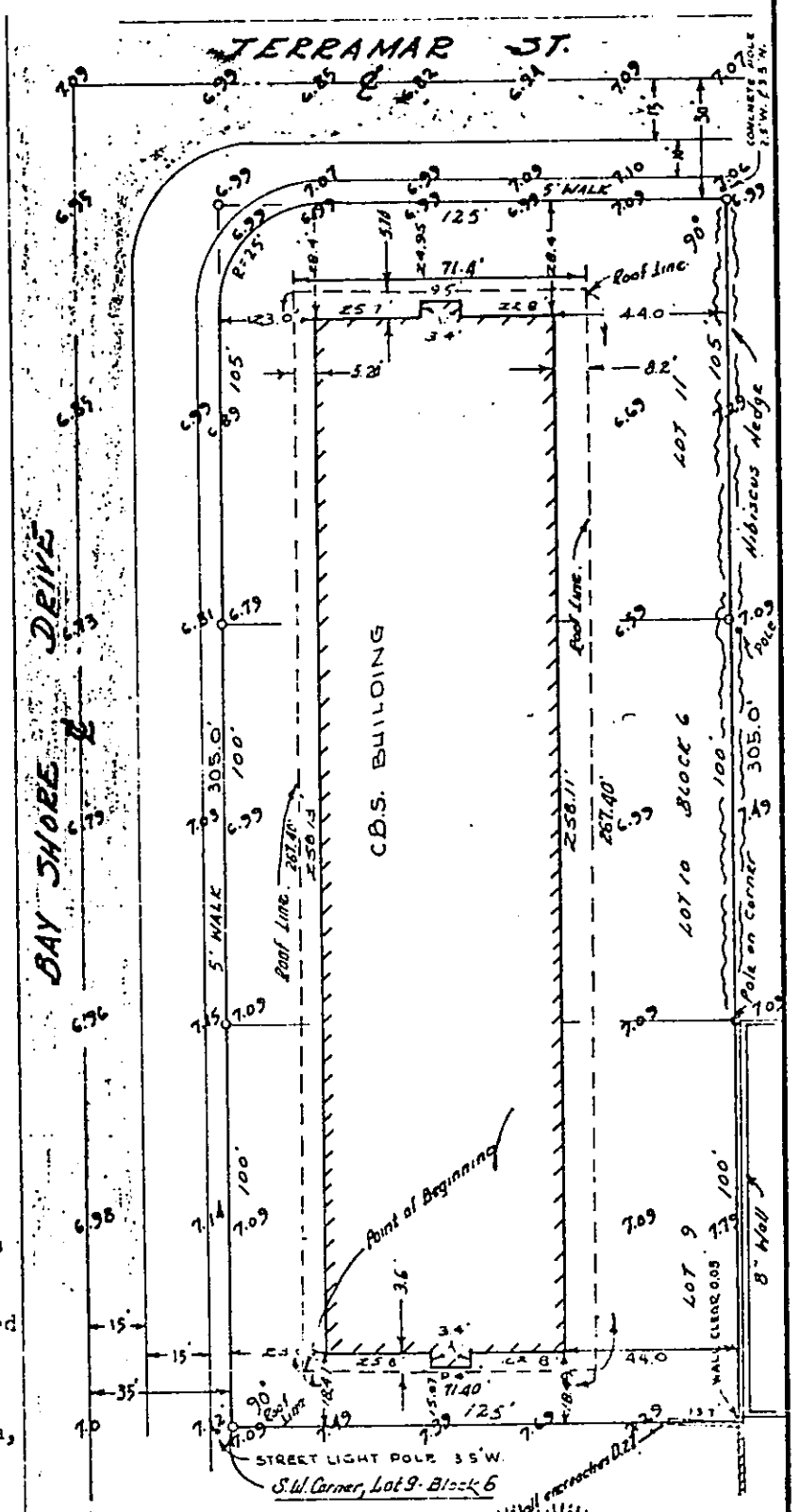
Re-Surveyed this 10th day of December, 1968, elevations not rechecked.

Building location made this 15th day of July, 1969.
Final building location made this 24th day of February, 1970.

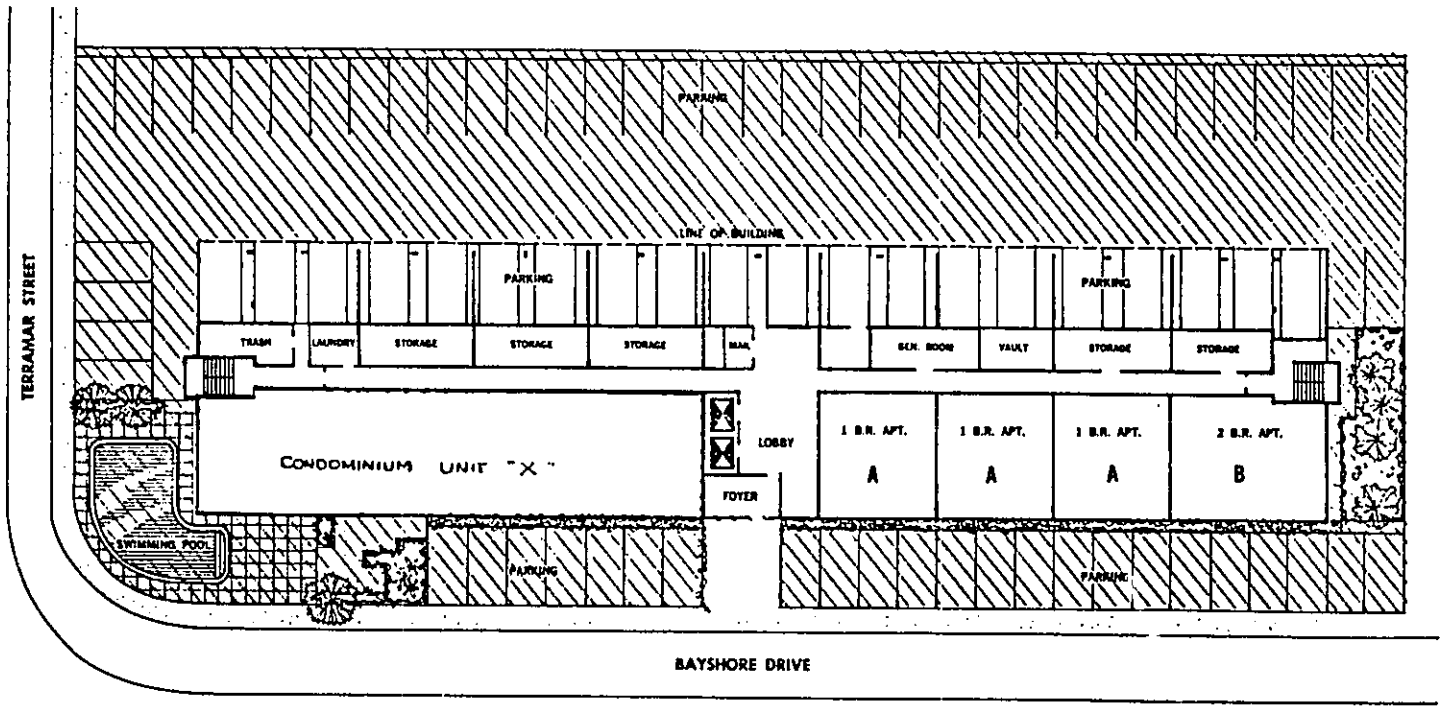
McLaughlin Engineering Co.

By: James M. McLaughlin
Registered Land Surveyor No. 2021
State of Florida

SURVEY AND SITE PLAN



OFF. REC. 4189 PAGE 519



GROUND FLOOR, GENERAL

CERTIFICATE:

I hereby certify that Ground Floor plan shows Condominium Unit "X" with reference to the foyer, the lobby, the elevator, the storage lockers, the apartments and other facilities on such floor.

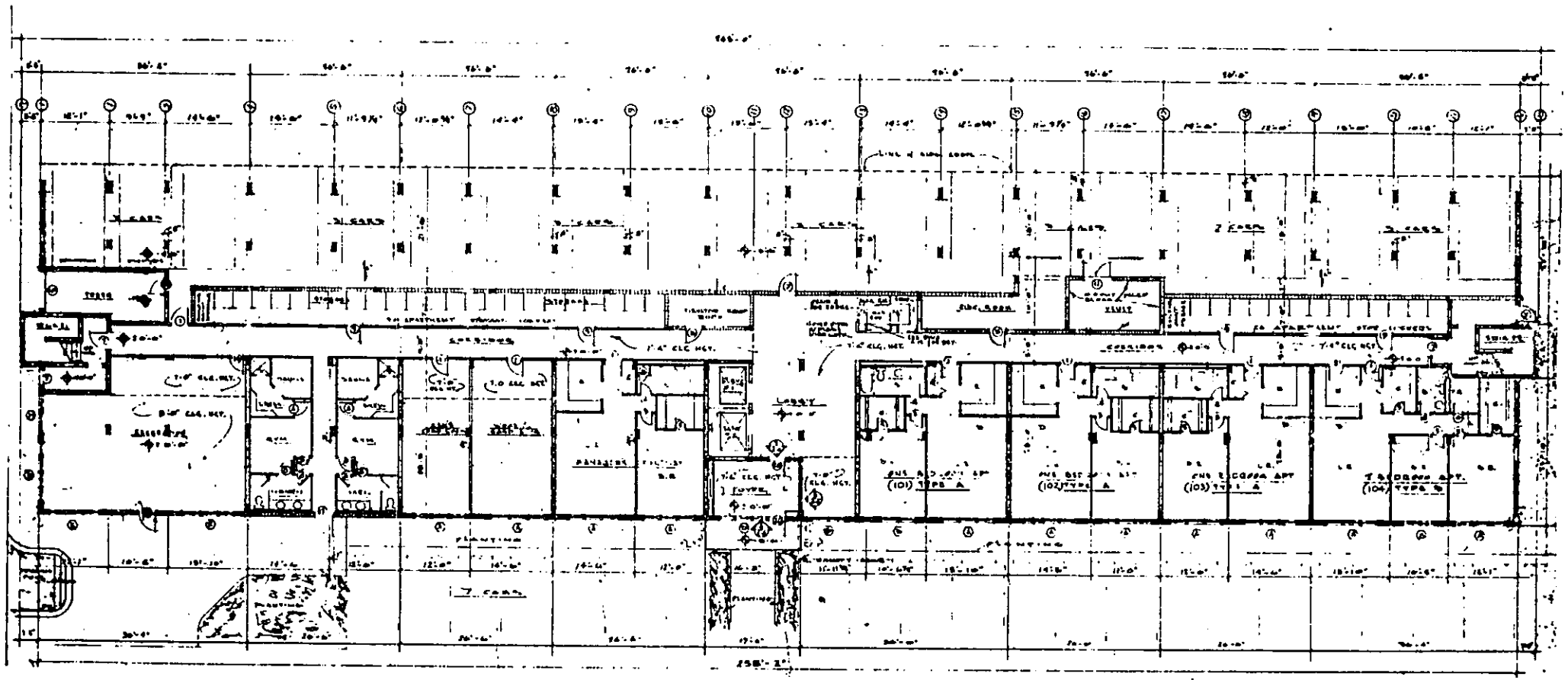
Dated: 4-13-79

Richard C. Reilly (SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

OFF. REC. 4189 PAGE 520

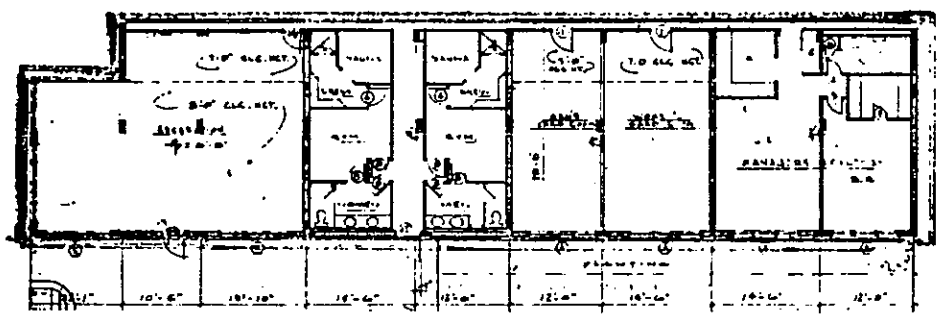


DETAILED GROUND FLOOR

REF 4189 PAGE 521

ATTACHMENT B, Page 4 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

CONDOMINIUM UNIT "X"



CERTIFICATE:

I hereby certify that the above represents Condominium Unit "X" as to size, shape and dimension.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

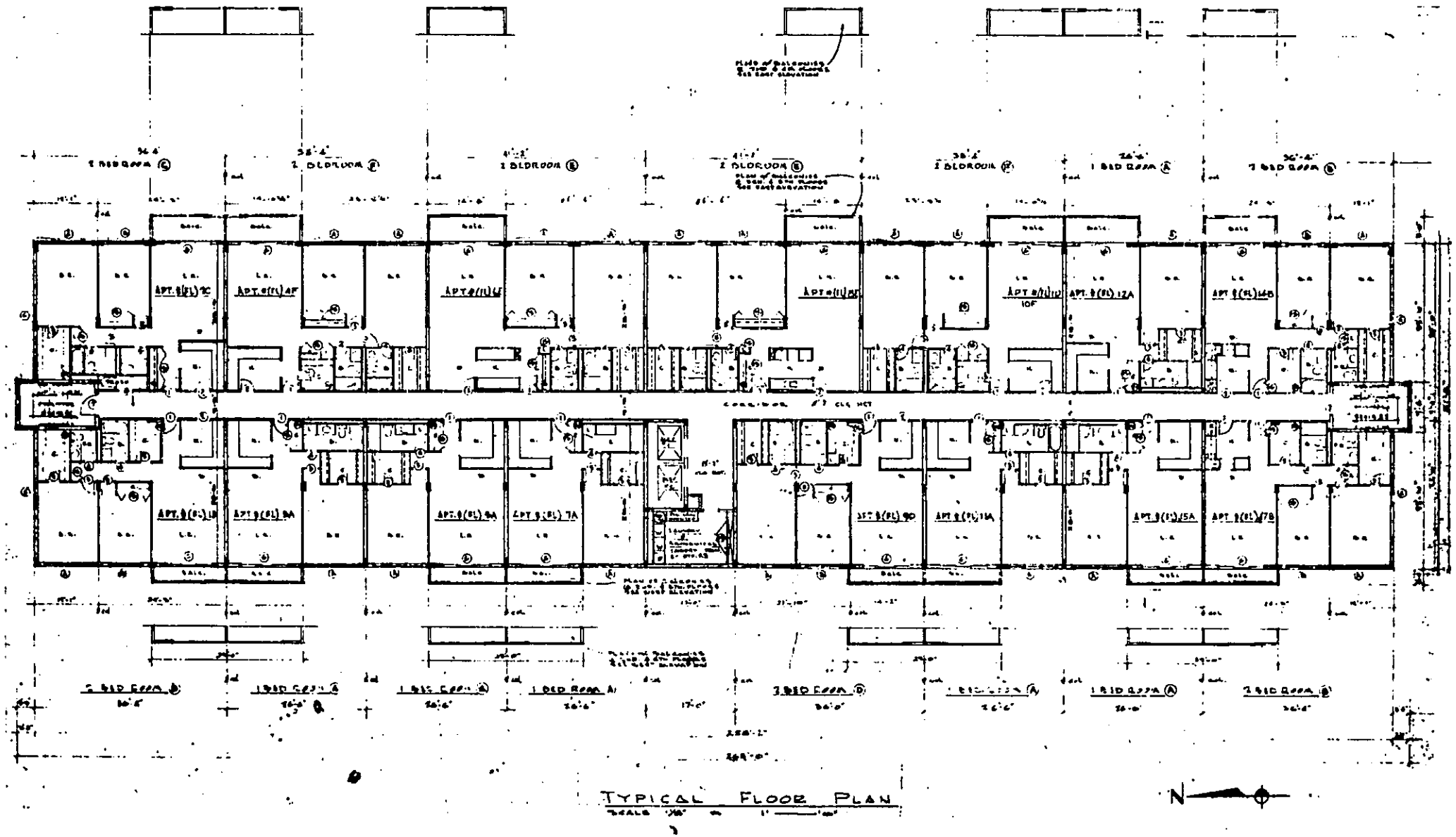
Certificate of Registration No. 2289

State of Florida

OR 4159 PAGE 522

ATTACHMENT B, Page 5 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN



TYPICAL FLOOR PLAN

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OFF REC 4189 PAGE 528

ATTACHMENT B, Page 6 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN

NOTES:

This floor plan is typical of all floors beginning with the second floor. All apartment types A, B, C, D, E and F are shown with dimensions and facility locations. Each floor contains end stairwells, two elevator openings, laundry facilities and fifteen (15) condominium living units. Apartments on all typical floors have three numerals and are numbered in sequence as follows: Beginning with the northwest apartment and moving south on the west side of the building the apartments' last two numerals run 01, 03, 05, 07, 09, 11, 15 and 17, with the first numeral being the floor number, as for example the 3rd floor apartments are numbered as follows: 301, 303, 305, 307, etc. Beginning on the northeast corner of the building and moving south on the eastern side of the building, the last two digits of the apartments are even numbered. the northeast corner apartment is numbered 02, and the southeast corner is numbered 14, with 04, 06, 08, 10, and 12 in between in order. Thus typical floor four is numbered 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417. There are no apartments with 13 or 16 as the last two (2) digits.

CERTIFICATE:

This typical floor plan of the Bayshore Embassy accurately reflects and sets forth the size and dimension of each apartment and the location of all apartments and their number designation with reference to each other.

Dated: 4-13-70

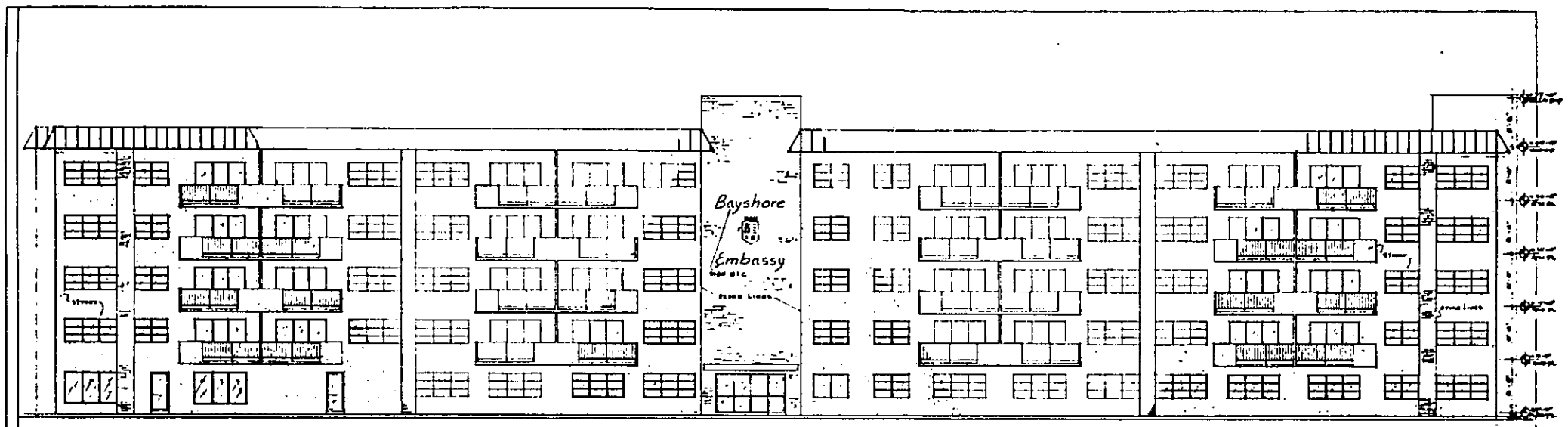
(SEAL)

Richard C. Reilly, Architect

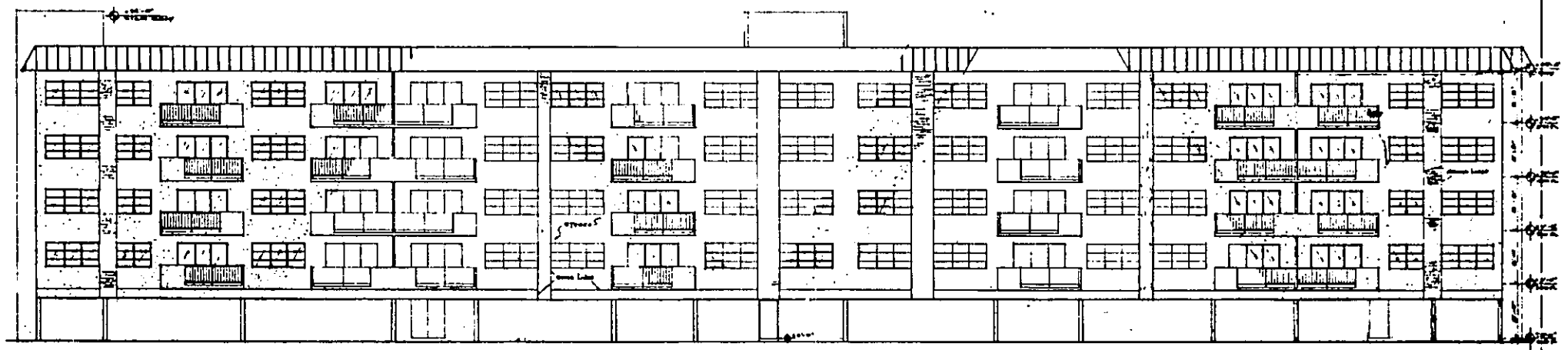
Certificate of Registration No. 2289

State of Florida

OFF 4189 PAGE 524



WEST END ELEVATION



EAST END ELEVATION

OFF. REC. 4189 PAGE 525

ATTACHMENT B, Page 8 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

EAST END ELEVATION

WEST END ELEVATION

NOTE:

All Elevations are measured from ± 0' - 0" for architectural drawings, the same being, nevertheless 6.50 feet above mean sea level. Ground floor level is shown as 0' - 0"; first floor level is 8' - 8"; second floor level is 17' - 4"; third floor level is 26' - 0"; fourth floor level is 34' - 8"; fifth floor level is 42' - 4"; stair roof level is 52' - 0".

CERTIFICATE:

The East and West End Elevations accurately reflect the exterior view and floor elevations of the condominium building.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

SEE 4189 PAGE 526

ATTACHMENT C, Page 1 of 2 Pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

LAND LEASE DESCRIPTION

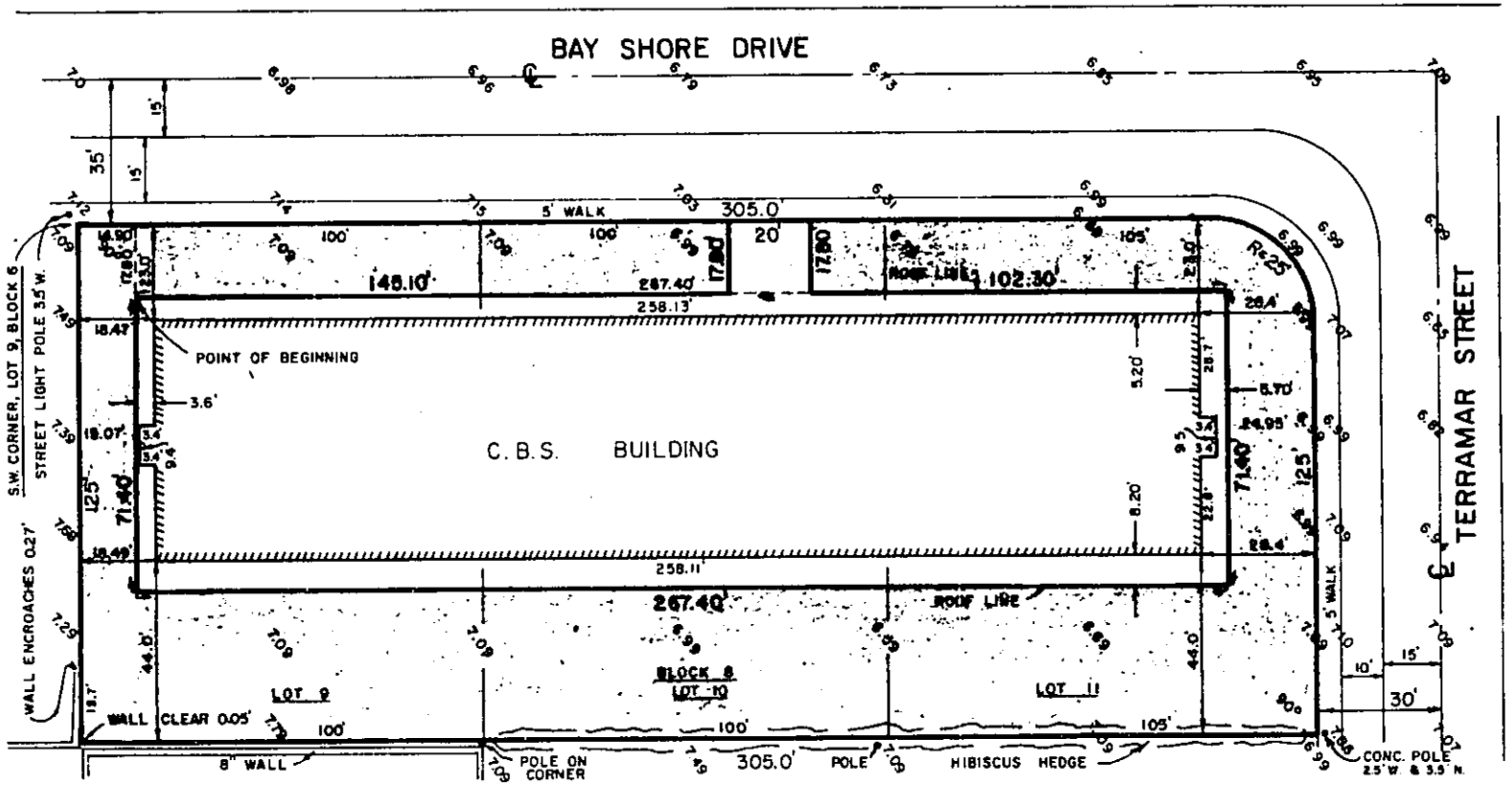
All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

OFF 4189 PAGE 527

ATTACHMENT C, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



1" = 40' N

LEASED AREA

NOTE:
The shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page I of Attachment C.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page I of Attachment C.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

OFF. 4189 PAGE 528

CERTIFICATE OF ARCHITECT

RICHARD C. REILLY, Architect, 3100 E. Oakland Park Boulevard, Fort Lauderdale, Florida, does hereby certify as follows:

(1) That I am the architect for BAYSHORE EMBASSY CONDOMINIUM Building, being authorized to practice in the State of Florida, and have a Certificate of Registration No. 2289.

(2) That the wording of the Declaration of Condominium of BAYSHORE EMBASSY CONDOMINIUM, together with the attachments thereto as exhibits, and specifically Exhibit "B", pages 1 through 8, is a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

(SEAL)
Richard C. Reilly, Architect
Certificate of Registration No. 2289
State of Florida

Dated: 4-13-70

OFF 4189 PAGE 529

ATTACHMENT D

MISCELLANEOUS ATTACHMENTS - A PART OF THE DECLARATION OF CONDOMINIUM OF THE BAYSHORE EMBASSY CONDOMINIUM

1. Articles of Incorporation of Bayshore Embassy Condominium, Inc.
2. By-Laws of Bayshore Embassy Condominium, Inc.
3. Lease.
4. Designation of Agent.

OFF 4189 PAGE 530

ARTICLES OF INCORPORATION
OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

We, the undersigned, do hereby associate ourselves pursuant to Chapter 617, Florida Statutes, 1965, into a corporation not for profit, and to that end we do, by this Certificate of Incorporation, set forth information as follows:

ARTICLE I

NAME AND POST OFFICE ADDRESS

The name of this corporation shall be BAYSHORE EMBASSY CONDOMINIUM, INC. For ease of identification, this corporation shall hereinafter in these Articles be designated as "the Association." The post office address of this corporation shall be 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE II

POWERS AND PURPOSES

The general purpose for which the Association is organized and formed is as follows:

A Condominium has been formed on certain properties in Broward County, Florida, and this Association shall be the entity responsible for the operation of the Condominium.

This Association shall have all of the powers specifically designated for corporations not for profit as set forth in Chapter 617, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. In addition, the Association shall have all powers set forth in Chapter 711, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. By way of illustration, but not in limitation, the Association shall have the following powers:

(a) The irrevocable right to access to each Condominium unit from time to time during reasonable hours, as is necessary for maintenance, repair or replacement of the common elements therein or accessible therefrom, or for making emergency repairs therefrom or therein necessary to prevent damage to the common elements or to any unit or units.

(b) To collect assessments, rents, charges, and other monies necessary for the proper maintenance and operation and common good of the Condominium.

(c) To expend necessary monies for and in behalf of the Association and for the benefit of the Association.

(d) To maintain accounting records according to good accounting practices.

(e) To enter contracts for and in behalf of the Association.

(f) To sue and to accept service of process on behalf of the Association.

(g) To make and amend regulations governing the use of the Condominium property and to enforce in any manner necessary and proper the provisions of all Condominium documents, including these Articles, By-Laws and other rules and regulations from time to time existing which relate to the Condominium property.

ARTICLE III

MEMBERSHIP

Membership in the Association shall consist of all owners of Condominium units located in the Condominium which this Association shall operate, and no others. Membership in the Association shall be deemed automatic upon the recording in the Public Records of Broward County, Florida of a deed or other instrument establishing ownership of a condominium unit. A copy of such deed shall be furnished to the Secretary of the Association in order for the new owner to be designated a member and the old owner of the condominium unit to be removed from membership.

ARTICLE IV

EXISTENCE

This Association shall exist perpetually.

ARTICLE V

SUBSCRIBERS

The names and post office addresses of each subscriber to these Articles of Incorporation are as follows:

Name	Address
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Hazel M. Golden	1371 S.E. 7th Avenue Pompano Beach, Florida

ARTICLE VI

OFFICERS

The Officers who shall conduct the affairs of the Association, and who shall be elective by the Board of Governors of the Association, shall be a President, a Vice-President, a Secretary and a Treasurer. These officers shall serve for a period of one year unless sooner removed or disqualified, pursuant to By-Laws of the Association. The names of the officers who are to serve until the first annual election by the general membership are as follows:

President	Charles A. Micheli 133 N. Pompano Beach Blvd. Pompano Beach, Florida
Secretary and Treasurer	William Gundlach 1040 Bayview Drive Fort Lauderdale, Florida

RE 4189 PAGE 531

ARTICLE VII

BOARD OF GOVERNORS

(a) The Board of Governors of this Association shall be elected annually by the general membership and shall consist of a minimum of three (3) and a maximum of seven (7) persons. The exact number of members of the Board of Governors shall always be odd in number and shall be determined by the By-Laws. In the absence of such determination they shall be three in number.

(b) The first Board of Governors shall consist of the following persons:

George S. Davis	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida

(c) Until such time as the Developer of the Condominium shall have sold seven-eighths of the units in the Condominium, the Developer shall have the right to elect a majority of members of the Board of Governors, which members need not be residents of the Condominium, nor members of the Association. Likewise, until each apartment be sold one time, the Developer shall have the complete right, without association, Condominium or other approval, to determine to whom the apartment is to be sold and to make such sale.

ARTICLE VIII

BY-LAWS AND AMENDMENTS TO ARTICLES OF INCORPORATION

The By-Laws of the Association may be made, altered or rescinded at any regular meeting of the members of the Association by a two-thirds vote of the Members present and voting. These Articles of Incorporation may be amended at any regular general meeting of the Association by a three-fourths vote of the members present and voting, excepting Article VII (b) above, which may not be altered in any manner whatsoever. Written notice of the proposed changes or additions to the By-Laws and Articles of Incorporation shall be given to each Member of the Association at least ten (10) days prior to the meeting at which the proposed changes or alterations will be made, and a copy of the proposed changes or alterations shall be included in the written notice and only after prior approval of a majority of the Board of Governors.

Initially, the By-Laws of the Association shall be adopted by the Board of Governors.

ARTICLE IX

INDEMNIFICATION

There shall be no personal liability of any Governor for action taken by said Governor for and in behalf of the Association and, accordingly, every Governor and every officer of the Association shall be indemnified and held harmless by the Association against and for all expenses and liabilities, including reasonable attorneys' fees and Court costs, which may be incurred or imposed upon him by reason of any matters relating to the Association, which claim, demand, expense or liability arose by virtue of his being or having been a Governor or officer of the Association.

IN WITNESS WHEREOF we, the undersigned subscribers, have this eighteenth day of December, 1968, signed our names in Broward County, Florida.

/s/ William Gundlach
William Gundlach

/s/ Charles A. Micheli
Charles A. Micheli

/s/ Hazel M. Golden
Hazel M. Golden

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, CHARLES A. MICHELI and HAZEL M. GOLDEN, to me known to be the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Fort Lauderdale, Broward County, Florida, this eighteenth day of December, A.D. 1968.

/s/ Phyllis A. Heacock
Notary Public

My commission expires:
Aug. 6, 1969

(Notarial Seal)

OFF REC 4189 PAGE 532

BY-LAWS OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

ARTICLE I.

NAME AND LOCATION

Section 1.. The name of this Association shall be

BAYSHORE EMBASSY CONDOMINIUM, INC.

Section 2. The principal office of the Association shall be in the City of Fort Lauderdale, Broward County, Florida, at 550 Bayshore Drive. The Association may have offices at such other place as the Board of Governors may from time to time determine or the Association may from time to time require.

ARTICLE II.

Section 1. These By-Laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes, 1967 and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium Association. The Condominium which the Association shall govern is designated "Bayshore Embassy Condominium" located at 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE III.

MEMBERS

Section 1. As is set forth in the Charter of The Association, the membership of BAYSHORE EMBASSY CONDOMINIUM, INC. shall consist of the Condominium unit owners who shall have recorded title in their names.

ARTICLE IV.

MEETINGS

Section 1. The annual meeting of the members of the Association shall be held on the day of of each year at o'clock M. in the condominium building or at such other place or places as the Board of Governors may from time to time direct.

Should the date for such annual meeting fall on a Sunday or a holiday, the meeting shall be held on the next day following the Sunday or holiday. At the annual members' meeting, the members shall fill, by plurality vote and by written ballot, the vacancies created by the expiring terms of the Board of Governors. The owner of each of the sixty-four (64) condominium units shall have one vote, there thus being a total of sixty-four (64) votes to be cast. There shall not be cumulative voting. The members shall also transact any other business as may properly be brought before said meeting.

Section 2. At least ten (10) days before the election of Governors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination of all members so that every one shall be familiar with the persons entitled to vote at said meeting.

Section 3. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statutes or by the Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Governors, or at the request in writing of fifty per cent (50%) of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subjects stated in the Call and Notice Meeting.

Section 4. Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting, except in the case of a special meeting, where there shall be a five (5) day allowable minimum notice.

Section 5. A majority of the total number of members of the Association, present in person or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any properly called meeting of the Members, the Members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

Section 6. When a quorum is present at any meeting, the vote of the majority of the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Statutes of the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

Section 7. At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing, which proxy instrument shall be subscribed by such member and bear a date not more than ninety (90) days prior in point of time to said meeting, unless the instrument specifically provided upon its face for a longer period of time within which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting. The owner of each of the sixty-four (64) condominium units is entitled to cast one (1) vote for each unit owned, thus making a maximum possible vote of sixty-four (64). If ownership to said unit rests in two or more names, only one vote can be cast and this must be by unanimous consent of the owners of said unit. If the owners of a unit, if there be more than one, cannot agree on how to vote, such condominium unit shall lose its vote for the particular item voted upon, as there can be no split or fractional voting. If title to the condominium unit is held in the joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. If title to the condominium unit is held in the name of a corporation such officer as may be designated by corporate resolution shall be entitled to vote for and in behalf of the corporation,providing such resolution be filed with the Secretary of the Association at least ten days prior to any meeting. If two or more condominium units are joined together by one owner as one large condominium living unit, such owner shall have one vote for each condominium unit so joined, and should such joined condominium units thereafter be separated, one vote shall go with each separate unit.

Section 8. The transfer book of the Association shall be closed for a period of ten (10) days against any transfer immediately preceding any meeting of the Association, and only those owners properly registered therein shall be entitled to vote at said meeting. The transfer book shall again be re-opened after said meeting has been finally adjourned.

ARTICLE V.

BOARD OF GOVERNORS

Section 1. The condominium property, the business and all affairs of the Association shall be managed by a Board of Governors. The Charter of the Association provides for a Board of Governors of between three (3) and seven (7), the exact number to be determined by the By-Laws. Determination is hereby made for the number to be three (3) so long as the Developer has the right to select the Governors as herein set forth, after which the number shall automatically be increased to seven (7). The first Board of Governors, (and its successors where applicable) shall consist of three (3) persons, each of whom shall be designated and appointed by the Developer. Such Board shall continue to hold office until the Certificate of Occupancy has been issued for a period of six (6) months for the entire building, unless the Developer sooner waives this right in writing and the appointed Board resigns and the successor seven (7) members Board of Governor is elected and qualified as is herein provided. The three (3) man Board of Governors need not be owners of condominium units, nor residents of the condominium, nor members of the Association.

When the first seven (7) member Board of Governors is elected from among the members, all shall serve a term of one (1) year excepting the three (3) members receiving the highest number of votes, who shall hold office not only until the next succeeding annual meeting of the members, but shall thereafter hold over for one (1) additional term until the then following annual meeting. Excepting the first Board of Governors and their successors as appointed by the Developer, as aforesaid, upon the transfer or sale of the Governor's condominium unit, a Governor shall be deemed to have automatically resigned. Of the permanent Board of Governors, it shall be a requirement that at least two (2) of the Governors be permanent residents of the condominium, occupying their apartments for at least ten (10) out of any twelve (12) consecutive months.

Section 2. Excepting the first Board of Governors and their successors, who are appointed by the Developer, and excepting part of the first Board of Governors elected from among the members, the Governors shall be elected for a two year term, as hereinafter set forth. Each member shall be entitled to one (1) vote for each Governor to be elected to the Board of Governors. There shall not be cumulative voting. The Board of Governors shall be elected by a plurality vote. The first seven man Board shall hold office from the date of their election until the next annual meeting,at which time the terms of the four Governors who received the least number of votes when elected shall expire and the members shall elect four (4) replacements to the

OFF 4189 PAGE 533

Board. Board members may succeed themselves to their expired positions. At the next annual meeting, the term of the three (3) holdovers shall expire and the general membership shall again, by plurality, elect three (3) replacements to the Board. Thereafter the procedure of electing four (4) Board members one year and three (3) Board members the next in order to insure continuity of leadership, shall be repeated.

Section 3. If the office of any Governor or Governors becomes vacant for any reason whatsoever, the majority of the remaining Governors shall choose a successor of successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. The Governors may hold their meeting and keep the books of the corporation at the office of the Association in the City of Fort Lauderdale, Florida, or at such other places as they may from time to time determine.

Section 5. The annual meeting of the Board of Governors shall be held immediately following the adjournment of the annual members' meeting at the same location as the members' meeting.

Section 6. Special meetings of the Board of Governors, to be held at Bayshore Embassy Condominium, may be called by the President, and in the absence of the President by the Vice-President, or by the full membership of the Board of Governors. By unanimous consent of the Governors, a special meeting of the Board of Governors may be called without notice at any time and place.

Section 7. Notice of the annual meeting shall be in writing and shall be mailed to each Governor by the Secretary of the Association at least ten (10) days prior to the time fixed for the meeting. Notice of any special meeting shall be mailed to each Governor by the Secretary at least five (5) days previous to the time fixed for the meeting, except as in hereinabove provided. All notices of special meetings shall state the purpose thereof.

Section 8. A majority of the authorized number of Governors shall be necessary to consititute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Governors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Governors, unless a greater number be required by law or by the Articles of Incorportion.

Section 9. The Governors shall elect the officers of the Association at the annual Governor's meeting, such officers to be a President, Vice-President, an Executive Vice-President, a Secretary and a Treasurer. An officer may be removed at any time by a 5/7ths vote of the full Board of Governors, with or without cause and with or without notice. All Governors excepting the first Board and their successors as appointed by the Developer, shall be owners of a condominium unit. The President of this Association, when elected by a Board of seven Governors, must be a Governor and a permanent resident in the condominium. Any candidate for the office of President must declare to the Board of Governors prior to election that he is a permanent resident and intends to be in residence most of the time during his term of office.

Section 10. As is set forth in Section 1, all the affairs of the Association shall be managed by the Board of Governors and, accordingly, all powers and duties shall center therein. The Board of Governors shall, among other duties, carry out the following:

(1) Make rules and regulations respecting the use of the condominium property;

(2) Interview, investigate, approve or disapprove of proposed purchasers and lessees of condominium units;

(3) Make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the condominium property or for such other purposes as shall fall within the general powers of the Board of Governors;

(4) Enter contracts on behalf of the condominium to employ necessary personnel, and carry out all functions and purposes of the condominium;

(5) Satisfy all liens against the condominium property, and pay necessary expenses connected therewith.

Section 11. Although the Board of Governors shall have the right to approve and disapprove proposed condominium unit leasing, such right shall exist only with regard to condominium units which have been initially sold once by the Developer and shall not apply to any condominium units which shall be owned by the Developer of the condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgagee on the condominium unit should such institutional mortgagee acquire the condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by condominium owner of the condominium unit in lieu of foreclosure. The Developer and such institutional mortgage shall have the unrestricted right to lease or sell any unit it shall own to any person without obtaining the consent of the Board of Governors as to the approval of the Purchaser or Lessee.

Section 12. No fee or other compensation shall be paid to any member of the Board of Governors at any time except by specific corporate resolution.

Section 13. A member of the Board of Governors may be removed from office at any time during his term, either with or without cause, by a vote at a regular or special meeting of the members of sixty per cent (60%) of the total membership of the condominium, providing, however, such shall not apply to the first Board of Governors so long as it shall consist of only three (3) members.

Section 14. Upon the death, resignation, removal, withdrawal or incapacity of a member of the Board of Governors, the remaining members of the Board of Governors shall appoint a successor to serve the remainder of the term of such member affected.

ARTICLE VI.

OFFICERS

Section 1. The officers of this Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, or a Secretary-Treasurer, each of whom shall be elected for the term of one (1) year and shall hold office until their successors are duly elected and qualified. The first officers of the Association shall be appointed by the Developer of the condominium. No one shall be eligible to serve as both President and Secretary or Vice-President and Secretary.

Section 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Governors. He shall be the ex-officio member of all standing committees and shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Governors are carried into effect. He shall sign all written contracts of the Association and shall sign all checks issued by the Treasurer, in addition to the Treasurer's signature, which shall also be required on all checks. He shall execute all contracts requiring a seal, under the seal of the Association. Additional powers of the President may from time to time be designated by the Board of Governors.

Section 3. The Vice-President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Governors may prescribe.

Section 4. The Secretary shall attend all sessions of the Board of Governors and all meetings of the members, and report all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for standing committees when required. He shall give or cause to be given, notice of all meetings of the members and special meetings of the Board of Governors, and shall perform such other duties as may be prescribed by the Board of Governors or the President under whose supervision he shall be. He shall keep in safe custody the seal of the Associaiton, and, when authorized by the Board of Governors, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature. The Secretary shall also perform all other duties as are incident to his office.

Section 5. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in books belonging to the Association. He 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 of Governors. He shall disburse the funds of the Association as may be ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Governors at the regular meetings of the Board of Governors, or whenever they may require, an account of all his transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond when required by the Board of Governors, in such sums and with such securities as the Board of Governors may require, conditioned upon the faithful performance of the duties of his office. In addition, the Treasurer shall countersign all checks and expenditures with the President which shall be made by the Association.

Section 6. An officer shall receive no compensation for services rendered to the corporation unless the same be specifically set and established by a corporate resolution of the general membership.

Section 7. An officer may be removed either with or without cause by an affirmative vote of 5/7ths of the Board of Governors at a special or regular meeting.

Section 8. Any officer who shall die, be removed, resign, sell his unit or become incapacitated, shall be replaced by the appointment by the Board of Governors of a successor to serve during and for the remainder of said officer's unexpired term.

ARTICLE VII.

INDEMNIFICATION OF GOVERNORS, OFFICERS AND EMPLOYEES

Section 1. The Association shall indemnify any Governor, officer, or employee, or former Governor or employee of the Association, or any person who may have served at its requests as a Governor, officer or employee, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Governor, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association may also reimburse any Governor, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Governors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Governor, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification, and reimbursement shall not be deemed exclusive of any rights to which such Governor, officer, or employee may be entitled under any By-Law, agreement, vote of owners of condominium units, or otherwise.

RECORDED
4189 PAGE 534

ARTICLE VIII.

FINANCE

Section 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Governors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

Section 2. The fiscal and accounting year of this Association shall be fixed by resolution of the Board of Governors of this Association. In absence of a specific designation by the Board of Governors, the accounting and fiscal year of this Association shall be deemed to begin January 1st of each year and end December 31st of the same year.

Section 3. Budget. The Board of Governors shall adopt a budget for each fiscal year of the Association. Such budget will contain estimates of the cost of operating the Association during such fiscal year and shall include all Common Expense items as may be set forth herein or items as may be designated as Common Expense in the Declaration of Condominium, these By-Laws, by resolution, or by other proper means, including but not being limited to the maintenance and operation of all common elements, such as the club room, storage facilities, ground and first floor common facilities, mezzanine, toilets, exterior walls, roof, lockers, pipes, ducts, hallways, walkways, and elevator, service areas and utility services; the cost of insurance of all types taken for the protection of the common areas and leased property, if any; taxes as levied; administration costs, and any other expense item inuring to the benefit, ratably, of all unit owners. All other expense items, although not designated as a common expense, which inure to and benefit all owners equally shall be assessed and charged to the owners as though it were a common expense. Also, the Board of Governors shall determine what assessment, if any, will be required for improvements, capital expenditure or other operations not included in theabove, which shall be included in the budget.

A copy of the proposed budget shall be submitted by the Board of Governors to each member on or before the fifteenth day prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter-year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condominium unit. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Governors shall take appropriate measures as may be allowable by law.

Section 4. The books of record of the Association shall be audited each year by a firm of certified public accountants and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

Section 5. All officers, Governors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

ARTICLE IX.

MAINTENANCE AND LEASE OF NON-CONDOMINIUM PROPERTY

Section 1. The owner of each of the sixty-four (64) condominium units at the time of purchasing his condominium unit designated the Association as agent to enter into and carry out the terms and conditions of a ninety-nine year lease on the property described in EXHIBIT "A" attached hereto and by reference made a part hereof.

All sixty-four (64) unit owners, acting together, have leased one hundred per cent (100%) of the property referred to in Exhibit "A". By the terms and conditions of said lease, the owner of each unit has agreed to cause the leased property and all improvements at any time located thereon to be adequately and properly maintained. The Association being the common agent and governing body for all the condominium units, each member designates the Association as its agent to maintain the leased property, as is more fully set forth in said lease. The owner of each unit shall pay to the Association the same percentage of the cost of the maintenance and upkeep of the leased property as such owner pays of the common expenses. The Association shall include such expenses in its budget as are set forth in Article VIII above, and shall assess the same to each unit owner in the manner as therein provided. In addition, each unit owner shall pay land lease rental to the Association, which shall then pay the combined rental for and in behalf of all Lessee-Condominium unit owners, to Lessor.

Section 2. It is a requirement of ownership of a condominium unit that each condominium unit purchaser designate Bayshore Embassy Condominium, Inc. as his agent to enter and carry out the terms and conditions of said lease and that said unit owner pledge his or her condominium unit as security for the lease performance. The undivided percentage interest which each unit owner obtains in the leased premises and the rental paid therefor is directly related to the type of the apartment unit purchased. No deed for condominium unit transfer shall be recorded and no deed will be effective until the Board of Governors shall have received a fully executed copy of the new purchaser's designation of agent and pledge.

MAINTENANCE AND REPAIRS OF CONDOMINIUM PROPERTY

Section 1. Access. Any officer of the Association or any agent of the Board of Governors shall have the irrevocable right, during reasonable hours and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs or replacement of the common elements or limited common elements, either therein or accessible therefrom.

Section 2. Every unit owner must perform and execute all necessary maintenance and repair work in his own unit which would affect the condominium property if left unattended, and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their apartments, nor shall the Board of Governors cause or allow alterations or substantial additions to be made to the common elements or limited common elements except upon affirmative vote of two-thirds of the unit owners in the condominium at any regular or special meeting called for such purpose.

Section 3. In order to preserve a uniform and homogenous outside appearance, there shall be no alterations, changes, additions or other modifications, either permanent or temporary, in any manner whatsoever to the exterior of the building, by any unit owner, nor shall said unit owner make any alterations to the portions of the improvement to the condominium which are maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit, or impair any easement or violate any restrictions, without first having the approval of two-thirds of all of the owners of the condominium apartments in writing. This provision shall include prohibition against sun shutters and storm shutters.

ARTICLE XI.

DEFAULT

Default or violation under By-Laws, Declaration of Condominium, House Rules, or Corporate Charter by any unit owner shall entitle the Association or other unit owners to such legal remedies as may now or hereafter be available, including by way of illustration, foreclosure, ejectment, damages or injunction. Should a defaulting unit owner be adjudged by a court of competent jurisdiction to be in default, said owner shall pay to the Association or to such other unit owner who may have brought the action, all costs and expenses incident to such suit, together with reasonable attorneys' fees as shall be set by the court.

ARTICLE XII.

PARKING

At the time of the purchase of member's unit, member was irrevocably assigned the parking space bearing the same number designation, as purchaser's condominium unit. The condominium unit owner has the right to let any one use his parking space, but nothing herein shall be construed to allow a transfer or separation of the parking space and the unit bearing the same number designation. The parking area is declared to be a common expense and the expenses incident to the same shall be divided among the several unit owners as are other common expenses. Parking spaces are for passenger automobiles only and no boats, trucks, trailers or other vehicles or objects shall be placed in or around the parking space assigned.

ARTICLE XIII.

AMENDMENT OF BY-LAWS AND DECLARATION OF CONDOMINIUM

The Declaration of Condominium and these By-Laws shall be altered, amended, added to or modified only in the following manner:

A proposed amendment to either the Declaration of Condominium or the By-Laws may originate by a written petition signed by fifteen per cent (15%) of the general membership of the condominium setting forth the proposed change or addition, which petition shall be submitted in writing to the Board of Governors, or a proposed change or amendment may originate with any member of the Board of Governors. In either case, the proposed amendment shall be submitted in writing to the Board of Governors who shall act upon the same within thirty (30) days of its presentment in writing to them.

OFF 4189 PAGE 535

Within sixty (60) days after approval of the proposed amendment or addition by 5/7ths of the Governors, in its original or in an altered form, the President of the Association shall call a special meeting of the general membership of the Association for the purpose of voting upon the proposal. Thirty (30) days prior to the special meeting at which the amendment or alteration is to be considered, written notice of the purpose of the meeting together with a copy of the proposed change, shall be given to each member in the manner required by these By-Laws for special meetings.

In order for such amendment, alteration, addition, modification or change as proposed for the By-Laws or the Declaration of Condominium to be passed, approval must be obtained from seventy-five per cent (75%) of the owners of condominium units. The amendment shall thereafter be placed in a form executed with the formality of a deed and recorded according to law in Broward County, Florida.

In the event the Board of Governors shall disapprove the proposed amendment as presented to it, nothing shall present the general membership, consisting of the condominium owners, from requiring a special meeting to be held, upon written request of fifty per cent (50%) of all unit owners, to consider such amendment or change. The President shall, upon receiving the request for a special meeting, thereafter proceed as though the amendment or change had been approved by the Board of Governors by a 5/7ths vote.

No amendment, change or addition to, or alteration or modification of any condominium document, shall abrogate any right of the Developer, the Lessor of the leased property or the original institutional mortgagee of any unit, as the case may be, as reserved in the Declaration of Condominium, these By-Laws, or the Lease above referenced. Nor shall any amendment, addition, alteration or modification change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights except upon one hundred per cent (100%) vote approval of all condominium unit owners.

ARTICLE XIV.

PARLIAMENT PROCEDURE

The Association, at all its meetings, shall be governed by Roberts Rules of Order as to procedure and order, unless otherwise directed or required by these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

These By-Laws were adopted on: January 2, 1969

by the first Board of Governors at Fort Lauderdale, Florida.

BAYSHORE EMBASSY CONDOMINIUM, INC.

(Corporate Seal)

By _____ President

Attest _____ Secretary

LEASE

THIS LEASE made and entered in the City of Fort Lauderdale County of Broward and State of Florida on this 2nd day of January 196 9 by and between WILLIAM GUNDLACH, Trustee, herein designated as "Lessor" party of the first part and BAYSHORE EMBASSY CONDOMINIUM, INC. a Florida corporation not for profit, herein called "Lessee", party of the second part. This is made for the benefit of the parties, their heirs, personal representatives, successors, and assigns, and for convenience reference is made to them in the singular number and neuter gender.

WITNESSETH:

WHEREAS, Lessor is the owner of certain property more fully hereinafter described, and

WHEREAS, Lessee is desirous of leasing from Lessor said property

NOW, THEREFORE in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, in accordance with the provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns, that certain property situate, lying and being in Broward County, Florida, as is more specifically described in Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belongings, or in any wise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due to the Lessor and owner by the Lessee herein), unto said Lessee, for a term of years as is hereinafter set forth in Paragraph I of this Lease.

Lessee states and Lessor acknowledges that Lessee in entering this Lease, is an agent acting collectively for each of the sixty-four condominium apartment unit owners in Bayshore Embassy Condominium, as said condominium is recorded in Official Records Book Pages , of the Public Records of Broward County, Florida, and is done for convenience purposes. The portion of the total rent which each condominium unit owner must pay and the percentage of liability which each bears for the other covenants in the Lease are set forth in Exhibit "B" attached hereto and by reference made a part hereof. No condominium unit owner is liable nor responsible for any other condominium unit owner's payments under the Lease. Each condominium unit owner's apartment is pledged as security for performance under the Lease.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

ARTICLE I.

TERM

The term of this Lease shall be for a term of ninety-nine (99) years. This Lease shall begin at twelve o'clock noon on Jan. 1, 19 70 and, as aforesaid, shall continue for ninety-nine (99) years thereafter until twelve o'clock noon on the last day of the ninety-ninth year.

ARTICLE II.

POSSESSION AND TITLE.

Lessor covenants and agrees that it is possessed of the fee simple title to the above described property, and it assures Lessee of quiet and peaceful possession against all persons whomsoever, except persons claiming under, by or through the Lessee, and subject to the rights which may exist by reason of zoning restrictions, easements, limitations, restrictions or covenants of record, taxes and special assessments, and BAYSHORE EMBASSY CONDOMINIUM, INC. rules, regulations, and restrictions. Possession of the leased premises shall be delivered to the Lessee on the day the term of the Lease shall begin.

ARTICLE III.

RENT.

The Lessee shall pay to the Lessor an annual rental in four equal quarterly installments on January first, April first, July first and October 1st of each year, each of said installments being payable in advance. In the event the Lease does not begin on a calendar quarter, the first quarter's rent shall be prorated so that the Lessee shall pay only for the remaining days in the quarter; then upon the beginning of the next calendar quarter, a full rental installment shall be due and payable in advance.

The annual rental for both the ground and condominium unit "X" shall be the combined sum of all apartment rentals, Type "A" apartments at $35.00 per month, and Type "B", Type "C", Type "D", Type "E" and Type "F" apartments at $45.00 per month. Each apartment unit owner is to pay the rate designated for the particular type of apartment owned to the lessee for transmittal to the lessor.

On January 1, 1975 and at the end of each fifth year thereafter during the term of this Lease and any automatic extension hereof, the annual collective rental, and each individual condominium unit owner's rental shall be adjusted either upward or downward, as the case may be, and it shall thereafter become such sum of money as is equivalent to the purchasing power of the annual rental as set forth above as of the months of August, September and October, 1969. The purchasing power shall be measured by the average of the index numbers of the retail commodity prices for the months of August, September and October immediately preceding the date of adjustment. The new annual rental shall be determined by multiplying the annual rental as shown on Exhibit "C" by the average of the index numbers of retail commodity prices for the months of August, September and October of the year in which the adjustment is made and dividing the result by the average of the index numbers for the months of August, September and October of 1969, which is 129.267 . The index numbers to be employed are the index numbers of the Retail Commodity Prices designated as "Consumer's Prices Index All Items (1957-9=100)" prepared by the Bureau of Labor and Statistics of the United States Department of Labor. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of authenticity. In the event the United States Department of Labor ceases to prepare and publish such retail commodity index numbers, the adjustments of rents thereafter shall be in accordance with the most closely comparable commodity index as determined by agreement of Lessor and Lessee, and in the absence of such agreement, then as determined by arbitration in accordance with the existing rules of the American Arbitration Association. Once the rental is adjusted during any given five year period, said rental shall continue during the entire five year period. Adjustments upward or downward shall be effective January 1, 1975 and on January first of each fifth year thereafter, and the rental as determined shall be paid for a full sixty (60) months during each five year period.

ARTICLE IV.

TAXES AND ASSESSMENT.

In addition to the rent hereinabove specified and as a further part of the consideration to be furnished by the Lessee, and as additional rental for the term demised, the Lessee covenants and agrees with the Lessor that the Lessee will, during the full term of this Lease, promptly pay all taxes of every kind and description, including by way of illustration and not limitation, sales or use taxes on rents, and real estate taxes, together with all charges and assessments, whether special or general, (including specifically all special assessments and liens for public improvements imposed subsequent to the date that the full Certificate of Occupancy is issued for the Bayshore Embassy Condominium) and other impositions and liens for public improvement, and in general, all taxes, tax liens, general obligations or liens in the nature of taxes which may be assessed, imposed or levied against the rent here agreed to be paid, the premises, including the land and all buildings, fixtures and improvements which may be hereafter placed thereon, including all taxes which are assessed by any and all governmental authorities (city, town, county, federal, special drainage, school or other taxing agencies, authorities or districts or otherwise), together with any interest, penalties, or other charges which may accrue, thereon provided that in the event any of said taxes or assessments are payable according to the terms of their imposition, in installments, then the Lessee shall have the right to pay the same as such installments fall due. The parties intend that the obligation to pay all of said taxes and charges, as enumerated in this paragraph as herein imposed upon the Lessee, shall extend to and include all taxes and charges assessed for or accruing after complete Certificate of Occupancy is issued for the entire Bayshore Embassy Condominium building. Taxes and other charges shall be paid by the Lessee prior to their due date each year in which levied. Lessee covenants and agrees that it will pay all taxes and assessments for the last full calendar year of this Lease.

In case the Lessee shall fail, refuse or neglect to make any or either of the payments in and by this Paragraph 4 required, then the Lessor may, at Lessor's option, and without its constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payment, together with interest on all such amounts at the rate of ten per cent (10%) per annum, shall and will be paid by the Lessee unto the Lessor, upon demand by the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the reimbursement thereof of and from the Lessee.

SEE 4189 PAGE 537

The parties intend that any temporary extension by tax collecting authorities, or by ordinance, or by statute of the due or delinquency date of taxes shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes no later than their normal due date in the year in which levied, and at no time later than the delinquency date, whichever is earlier.

ARTICLE V.

ACCEPTANCE OF PREMISES AND TITLE.

By the execution of this Lease, Lessee hereby accepts the title to the hereinabove described and leased property. Lessee warrants that it is familiar with the zoning ordinances, subdivision restrictions, if any, and such other statutes, both federal, state, county, municipal or otherwise, or things which may in any way affect said property.

Lessee, in acquiring this Lease, has done so as a result of a personal inspection of the premises, and no oral representations of any kind made by Lessor and not incorporated in this instrument shall be binding upon Lessor and Lessee, this Lease containing the full embodiment of the Lessor's and Lessee's agreement.

ARTICLE VI.

CONSTRUCTION

Lessee shall not in any other manner improve the premises by the addition of any other improvement or structure whatsoever without the specific approval and concurrence by the Lessor.

No structure or improvement, once constructed after approval, may be demolished or altered or in any way diminished in value by the Lessor or any person claiming hereunder, except in accordance with the provisions of the Article hereinafter contained which is captioned "DEMOLITION CLAUSE", and any attempt to demolish or diminish the size and value of such shall constitute a violation of this Lease unless done in accordance with the provisions of said "DEMOLITION CLAUSE".

ARTICLE VII.

LESSEE TO CARRY LIABILITY INSURANCE.

Lessee covenants and agrees that Lessee will pay all expenses necessary to keep and maintain in good order, condition and repair, all structures and improvements now or hereafter situated on the demised premises, which property is subject to the Lessor's lien hereunder. Lessee agrees to save and keep the Lessor free and harmless from any and all damage and liability occasioned by the use of said premises and shall indemnify and save harmless the Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building and improvements upon said premises and out of any accident causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises; and the Lessee covenants and agrees to provide or cause to be provided fully paid up policies of insurance generally known as public liability policies and/or owners', landlord and tenant policies, insuring the Lessee and the Lessor against all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the property or the improvements and structures located thereon to the extent of not less than Five Hundred Thousand Dollars ($500,000.00) to cover the claim or damage from any single or specific cause, by any one person, and to the extent of not less than Three Million Dollars ($3,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims that may arise or be claimed to have arisen against the Lessor as aforesaid. Lessee agrees to adjust the minimum coverage above referenced at the time and in direct proportion to any rental increase as set forth and established pursuant to ARTICLE III above.

Whenever, under the provisions of this Lease, policies of insurance are required to be issued or maintained by the Lessee, Lessee shall cause the original of such policies or certificates of the issuance thereof to be delivered to the Lessor as evidence of the compliance by the Lessee with the terms and provisions of this instrument, except where the terms of any mortgage require that said policies be held by the mortgagee, the lessee shall furnish Lessor a conformed copy of the policies.

ARTICLE VIII.

FIRE, WINDSTORM AND CASUALTY PROVISIONS: RELATED INSURANCES.

The Lessee does hereby covenant and agree with the Lessor that Lessee will at all times during the term of this Lease insure or cause to be insured (1) any and all buildings or improvements that may be built or placed upon said demised premises, and (2) Lessee's condominium unit which is pledged to Lessor to secure Lessee's performance hereunder, in good and responsible insurance companies authorized to do business in the State of Florida, and approved by the Lessor or any mortgagee then holding a mortgage encumbering the demised premises, for protection against all loss or damage by windstorm or fire and other casualty, to an amount that will be sufficient to prevent co-insurance on the part of the Lessor or Lessee, and all policies issued and renewals thereof shall be payable in the event of loss to the Lessor and the mortgagee, if any, as their interests may appear, provided, however, that Lessee's liability for insurance costs shall be limited by Lessee's percentage interest in this Lease. In the event of the destruction of said structures or improvements or said personal property by fire, windstorm, hurricane, or other casualty for which insurance money shall be payable, such insurance money shall be paid to an Insurance Trustee as provided for in the Declaration of Condominium of Bayshore Embassy Condominium, and shall be used for the reconstruction or repair, as the case may be, of any improvement or structure dam[illegible] or destroyed by fire, windstorm, hurricane or other casualty for which the insurance money was payable. The Insurance Trustee shall pay out fro[illegible]nsurance proceeds from time to time, on the estimates of any architect or requisition of any general contractor licensed in the State of Florida sele[illegible] Lessee and approved by Lessor, who shall have supervision of such reconstruction and repair, providing the same certifies that the amount of eac[illegible]imate or requisition is or has been applied to the payment of the reconstruction or repair, and at a reasonable cost therefor, provided further, that it first be made to appear to the satisfaction of the Insurance Trustee that the amount of money necessary to provide for the reconstruction or repair and refurnishing of any structure or improvement destroyed or damaged as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided by the Lessee for such purpose and its application for such purpose assured.

The Lessee covenants and agrees with the Lessor that in the event of the destruction or damage of any structure and or improvements, or any part thereof and as often as the same shall be destroyed or damaged by fire, windstorm, hurricane or other casualty, and whether or not covered by insurance, the said Lessee shall rebuild and repair the same upon the same general plans and dimensions as before the said fire, windstorm, hurricane or other casualty, or upon such other plans as may be agreed upon in writing by the said Lessor and Lessee respectively, the reconstruction so rebuilt and repaired and the personal proprty so replaced to be based upon the same value as the building and improvements upon the demised property prior to such damage or destruction, and shall have the same rebuilt and ready for use within six (6) months from the time when the loss or destruction occurred and shall be free and clear of all liens or claims of contractors, sub-contractors, mechanics, laborers and materialmen or the possibility thereof.

If at any time such insurance money comes into the possession of the Insurance Trustee after destruction by fire, windstorm, hurricane or other casualty, and the Lessee is in default in the payment of any rent, tax assessment, lien or other charges which, by the terms of this Lease, has been agreed to be paid by the Lessee, or if such default shall occur during the time said insurance money, or any part thereof, is in the bank account, as aforesaid, then the Lessor shall be entitled to receive from the Insurance Trustee, upon written application therefor, so much of the insurance money as may be necessary to fully pay or discharge any such sum of money in the payment of which the Lessee is in default, as aforesaid, and this shall be done whenever and as often as any such default shall occur on the part of the Lessee. Nothing herein contained, however, shall be construed as permitting the Lessee to default in the payment of the rentals or other charges herein stipulated to be paid, or in the performance of the other covenants of this Lease, and the Lessor may, at Lessor's option, in case of default in the payment of such rents or other charges, or default in the performance of any other covenant in this Lease, proceed against the Lessee for the collection of such rentals and charges, and recover and take possession of Lessee's interest in and to the premises herein described, in accordance with the provisions of this Leave herein set forth, and without prejudice to its rights to the benefit of such insurance money as security for the payment of such rentals and other charges. Lessee will forthwith reimburse the Insurance Trustee and immediately deposit for the purpose of reconstruction or repair, any amount so paid thereout on account of any default of the Lessee.

It is agreed by and between the Lessor and the Lessee that any excess of money received from insurance remaining with the Insurance Trustee after the reconstruction or repair of such building or buildings, if there be no default on the part of the Lessee in the performance of the covenants herein, shall be paid to the Lessee. In case of the Lessee not commencing the reconstruction or repair of said buildings and prosecuting them continuously to completion and causing such completion to be accomplished within six (6) months after the occurrence of such damage or loss occasioned, as aforesaid (exclusive of delays caused by strikes, war, fire and other casualty) then the amount so collected of the balance thereof remaining with the Insurance Trustee, as the case may be, shall be paid to the Lessor, and it will be at Lessor's option to terminate this Lease for default resulting from the failure on the part of the Lessee to promptly, within the time specified, complete such work of reconstruction or repair.

ARTICLE IX.

DEMOLITION CLAUSE.

Lessee covenants and agrees that neither leasehold improvements nor Lessee's condominium unit pledged to Lessor to secure Lessee's performance hereunder, once constructed, shall be moved or torn down, in whole or in part, unless Lessee shall first have agreed in writing, in a manner approved by Lessor, to replace or restore the improvement or to repair or replace the portion thereof demolished with others of equal or greater value. Once approval of such is made, no work or demolition shall be commenced until Lessee shall have first furnished the Lessor, and the Lessor shall have approved the plans and specifications, the contract of demolition and reconstruction, and the Lessee shall have an escrow fund sufficient in amount to assure the payment for

OFF REC 4189 PAGE 538

such work. The Lessee shall also furnish the Lessor with a good and sufficient performance and payment bond with corporate surety, by a surety company authorized to do business as such in Broward County, Florida, and currently listed on the United States Treasury List of Approved Bonding Companies in good standing and conditioned upon the said work of restoration, renovation or replacement being carried through to completion in accordance with the terms hereof, and all bills for work, labor, services and/or materials utilized in said work being paid and waivers of lien therefor procured. The said work, when started, shall be carried through continuously to completion and the time between the starting of the demolition and the completion of the work shall not be longer than twelve (12) months. Nothing herein contained shall be construed as:

(a) Prohibiting Lessee from making repairs, doing ordinary remodeling in order to preserve any structure or improvement which may be located upon the demised or pledged premises or in order to extend or bring the same up to date.

(b) Requiring the Lessor to join in any mortgage in connection with or become liable in any way for any portion of the cost of doing any work of demolition, repair, remodeling or rebuilding.

(c) Relieving Lessee of any rental payment due under this Lease.

ARTICLE X.

FIXTURES AND EQUIPMENT.

It is further understood by and between the parties that during the continuance of this Lease, the Lessee shall take care of and preserve any and all fixtures and equipment installed on the leased premises and in the pledged condominium unit, and will allow the Lessor to check said fixtures and equipment, and the Lessee will replace all broken, damaged and missing fixtures and equipment installed on or in the said demised premises and pledged condominium unit, and in the event of termination of this Lease by default, the fixtures and equipment shall belong to and be the property of the Lessor. The provisions hereof apply to the replacement of any such fixtures and equipment; but nothing herein contained shall be construed as depriving the Lessee of the privilege of selling or otherwise disposing of any part of said fixtures and equipment, if simultaneously with such sale and disposal, the Lessee replaces such article so sold and disposed of with other articles of similar utility, and of the same quality and value, of greater, as the disposed of articles had when new; nor shall this section of the Lease be so construed that the natural depreciation and obsolescence loss through use of said personal property will constitute a default hereunder.

ARTICLE XI.

LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIEN.

It is hereby stipulated and agreed by and between the parties hereto that during the demised term, there shall be no mechanic's lien upon the Lessor's interest in the demised land and in the structures and improvements located thereon arising through the act of the Lessee, or any person claiming under, by or through the Lessee, and that no person other than the mortgagee as provided for herein below shall ever be or become entitled to any lien, directly or indirectly derived through or under the Lessee, or through or under any act or omission of Lessee, superior in rank or dignity to that of this indenture reserved to the Lessor upon the lands hereby demised or upon any improvement now or hereafter situate thereon, or upon any insurance policies of insurance money aforesaid, for or on account of any labor or material furnished for any such improvements, or for or on account of any material or thing whatsoever, and nothing in this indenture contained shall be construed in such a way as to contradict this provision in this indenture. All persons furnishing any such labor or material to the Lessee, or to the premises, at the Lessee's order, or at the order of any person dealing directly or indirectly with the Lessee, as well as all persons whomsoever, shall be bound by this provision and by notice thereof from and after the date of this indenture, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Lessee and Lessee's interest only in the above demised land and Lessee's interest in all buildings and improvements thereon located, to secure the payment for any bills for work done, or materials furnished or performed during the term hereby granted.

The Lessee shall have no authority to create any lien for labor or material upon the Lessor's interest in the demised premises, and neither the Lessee, nor any one claiming by, through or under the Lessee, shall have any right to file and place any labor or material lien of any kind or character whatsoever upon the demised premises, and the building and improvements thereon located so as to encumber or affect the title of the Lessor in said land and the buildings and improvements thereon located, and all persons contracting with the Lessee, for the erection, construction, installation, alteration, or repair of any building, buildings, seawall, groin or other improvements, or for the destruction or removal of any building or buildings upon the demised premises, including furnishings and fixtures, and all materialmen, contractors, mechanics and laborers, as heretofore mentioned are hereby charged with notice that as and from the date of this instrument they must look to the Lessee and the Lessee's interest only in and to the demised premises to secure the payment of any bill for work done, or materials furnished, or performed, during the term hereby granted.

The mere fact of the existence of a mechanic's or materialman's lien or liens, however, shall not of itself operate as a forfeiture or termination of this indenture, provided the Lessee, within thirty (30) days after receipt by it of written notice of lien from the lienor or within thirty (30) days after the recording of such notice of lien among the Public Records of Broward County, Florida, in the event notice of lien is not served upon the Lessee, shall cause the same to be cancelled, released and extinguished, or the premises released therefrom by the posting of bond, or by any other method prescribed by law, and proper evidence thereof be furnished to the Lessor, and if such lien or liens appear of record, the Lessee shall cause the same to be cancelled, satisfied, and discharged of record. If, however, the Lessee shall dispute the amount or validity of any mechanic's or materialman's lien claimed, or any other claim asserted, the Lessee shall post a bond with the Lessor in the amount of one and one-half times the amount of the lien or claim, and with all due diligence, institute or defend an appropriate action or proceeding in a court or courts of competent jurisdiction upon the cause of action, and shall, by injunction, due defense of the suit, or otherwise prevent any sale or impairment of the title of the Lessor, and shall prosecute or defend such action or proceeding with reasonable diligence to a final determination, and if such suit or defense shall be instituted within said period of thirty (30) days after the time when said lien shall have been filed, then, in such a case, the time reasonably required in the litigation of such action shall be added to the above thirty (30) days time; provided, however, that in any event it shall be the duty of the Lessee after contesting such lien, to cause the said lien to be cancelled, released, extinguished, or adjudicated not to exist, or to cause the premises to be released therefrom by the posting of bond or by any other method prescribed by law at least thirty (30) days before the time when the premises or any interest therein, or the Lessee's interest therein, might otherwise be offered for sale by reason of said lien; and promptly upon relieving the premises of such claim, the Lessee shall have the duty of furnishing the evidence thereof unto the Lessor.

ARTICLE XII.

PAYMENT OF INSURANCE PREMIUMS.

It is further understood and agreed that the Lessor shall in no way be or become liable for the payment of any of the premiums required to be paid for any of the policies of insurance required in and by this instrument to be procured by the Lessee nor shall the Lessor in any way be responsible for the collection or non-collection of any of the proceeds from any of the said policies of insurance.

It is further covenanted and agreed that in case, at any time during the continuance of this indenture, the Lessee shall fail, refuse or neglect, after being given ten (10) days notice by the Lessor to procure or pay for any of the policies of insurance required in and by this instrument to be procured and paid by the Lessee or to keep and maintain the same in full force and effect, the Lessor, at its option (and without such act constituting a waiver of the default by the Lessee thus occuring) may procure or renew such insurance; and thereupon, the amount or amounts of money paid as the premium or premiums thereon, plus interest at the rate of ten per cent (10%) per annum, shall be collectible as though it were rent then matured hereunder and shall be due and payable in ten (10) days after the date of payment by the Lessor, or in lieu thereof, this indenture and the term hereby created may, at the option of the Lessor, be terminated and declared at an end, and all of the rights, estates and interest of the Lessee in such event hereunder shall immediately cease.

ARTICLE XIII.

LAWFUL USE OF PREMISES.

Lessee further covenants and agrees that said premises and all structures and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use or suffer any one to use said premises or structures thereon for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the municipaltiy in which it lies. Said Lessee covenants and agrees to save said Lessor harmless from every such violation.

ARTICLE XIV.

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the property, including, by way of illustration and not in limitation, compliance with fire, sanitary, health and safety regulations and zoning and set-back requirements.

ARTICLE XV.

UTILITY CHARGES.

The Lessee agrees and covenants to pay or cause to be paid all charges for water, gas, electricity, and/or public utilities used on or about the said premises, and to pay or cause to be paid the same monthly or as they shall become due.

OFF. REC. 4189 PAGE 539

ARTICLE XVI.

ASSIGNMENT.

Assignment of this Lease shall be made only by an instrument of assignment, duly signed by all parties, witnessed, acknowledged, notarized and recorded of public record, and only if the lease at the time of assignment is in good standing and there is no existing default on the part of the Lessee herein, provided, however, that such assignee shall consent to, shall agree to abide by, and be bound by the several terms and conditons of this Lease to the same degree and extent as though such assignee were the original Lessee hereunder.

ARTICLE XVII.

MAINTENANCE AND REPAIRS.

The Lessee agrees and covenants that it will pay all expenses and charges in order to keep and maintain, and replace as necessary when worn out or obsolete, all structures, fixtures and improvements which may at any time be situated on said demised premises during the term of this Lease, and all appurtenances thereunto belonging or appertaining, including by way of illustration but not limitation, all landscaping, sidewalks, steps, the interior and exterior of all structures, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State, County and City governments or regulating bodies having jurisdiction thereof, and the statutes and the laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and will protect and indemnify forever, save and keep harmless the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observation of any provision, conditions, covenants and stipulations in this Lease contained or occasioned by or arising out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done, in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

ARTICLE XVIII.

NON-INSURED DAMAGE.

The parties hereto have agreed that Lessee will carry the maximum amount of insurance for Lessee's and Lessor's protection, however, should any structure or the improvements placed on the herein leased premises be damaged by a cause or causes not covered by or not available through insurance policies, then in such event, the following provisions shall appy:

(1) If the damage is less than Ten Thousand Dollars ($10,000.00), Lessee shall immediately and forthwith repair the premises as though the same were a repair occasioned by normal wear and tear, and as covered by the repair and maintenance clause of this Lease.

(2) Should the damage to the premises exceed Ten Thousand Dollars ($10,000.00), then in such event, Lessee shall, within thirty (30) days of the damage, deposit with Lessor a sum of money in cash sufficient to repair all damages, and thereafter Lessee shall actively begin repairs on the buildings and premises, and such repairs shall be diligently continued until completion of all repairs.

ARTICLE XIX.

LESSEE AGENT FOR CONDOMINIUM UNIT OWNERS: DEFAULT, PART ONE.

Lessee warrants to Lessor as follows:

(1) That Lessee has been directed by each unit owner individually and all unit owners collectively, in the Bayshore Embassy Condominium to act as their agent and to enter this Lease with Lessor, for and in their individual and collective behalf. This is a convenience method of entering this Lease by each Lessee with Lessor which avoids the necessity of having sixty-four (64) separate leases with Lessor. The real parties in interest are each of the sixty-four (64) condominium unit owners individually and collectively, and the Lessor. Lessee agrees to furnish Lessor with the name of any unit owner who is more than ten (10) days delinquent in payment of any monies due hereunder by such unit owner. To this end, Lessee agrees at all times to make available to Lessor the books and records of Lessee for Lessor's inspection.

(2) That Lessee will obtain from each unit owner and will deliver to Lessor upon receipt of same, a written pledge to Lessor of such unit owner's condominium unit, properly signed by the entity holding title to said condominium unit, witnessed and notarized, said pledge being given as security for and as a guarantee of payment by the unit owner of all monies, charges, expenses, rents, assessments, taxes, maintenance or other obligations for which such unit owner shall be responsible as his part of this lease.

(3) That Lessee is acting as agent for each unit owner and that each unit owner has agreed to be directly liable to Lessor for any default which such unit owner may occasion. Lessee agrees, for and in behalf of each unit owner, that such unit owner shall be responsible for and shall pay his or her portion of the "pure rent" as is set forth for his or her condominium unit in Exhibit "B" attached to this lease and by reference made a part hereof, but that the condominium unit owner shall be liable for his or her portion of all other rents, charges, cost of living increases (as provided for in Article III, supra.) or other expenses, under this lease in the same proportion as his or her percentage is in the common element expense of Bayshore Embassy Condominium. Lessee covenants with Lessor that should a condominium unit owner default in the payment of his or her portion of the rent (as set forth in Exhibit "B"), or fail to pay his or her proportionate part of any monies due under this Lease, Lessee will expend every effort to have such unit owner comply with such obligation, but should the unit owner fail to correct said default within fifteen (15) days from the date of the default, Lessor shall enforce its rights hereunder against the defaulting unit owner directly, as though said unit owner were the named Lessee.

Upon default, should Lessor proceed against the condominium unit owner, Lessor shall have the right: (1) to accelerate all rents due by such condominium unit owner during the entire term of the Lease, or to accelerate any part thereof, sufficient in Lessor's opinion to provide protection against future default, which shall, upon notice, become immediately due and payable, or (2) Lessor shall be entitled to enforce the pledge of the apartmeng by the unit owner and enter such unit either with or without process of law and take possession, and either at a private or a public sale, with or without order of Court, sell said apartment to the highest bidder, applying the proceeds of such sale to the debt owed to the Lessor and paying the balance to the Lessee. There shall be no deficiency judgment obtained against the unit owner. In the event that Lessor shall institute foreclosure proceedings against the unit owner's pledged condominium unit, said unit owner shall pay to Lessor all court costs, interest and reasonable attorneys' fees incurred or accrued by Lessor.

ARTICLE XX.

DEFAULT, PART TWO.

In the event that there shall be a default under this Lease by Lessee, not involving the payment of money, Lessor shall notify Lessee of such default in writing and thereafter Lessee shall have fifteen (15) days within which to start such corrective action as may be necessary to remedy the default. Failure of the Lessee to begin corrective action within said fifteen days and to proceed thereafter with dispatch to complete the same shall automatically authorize Lessor to remedy the default and to charge all costs, charges and expenses, both direct and indirect, including attorneys' fees, incurred in correcting the default to Lessee or to each condominium unit owner, should Lessor elect, and if charged to the condominium unit owners, then each condominium unit owner shall be liable to Lessor for such part of the total monies expended in the same proportion that each of their common element percentages bears to the whole (see Exhibit "B"). No condominium unit owner shall be liable for any other condominium unit owner's share of the expense. Failure of Lessee to pay the entire charge, or the condominium unit owner to pay its proportional part of the charge, or if it be such a default that more than one condominium owner is in default but still less than all are in default such shall entitle the Lessor to enforce any rights reserved to Lessor in Paragraph XIX above, "Default: Part One".

ARTICLE XXI.

LESSEE'S DUTY TO INDEMNIFY LESSOR AGAINST LITIGATION.

It is mutually covenanted and agreed by and between the parties hereto that in case the Lessor shall, because of Lessee's default hereunder, bring suit against Lessee or should Lessor be made a party to any litigation commenced by or against the Lessee, then in either event Lessee shall pay all costs and reasonable attorneys' fees incurred by or assessed against the said Lessor in bringing such suit to enforce the covenants, agreements, terms and provisions of this Lease or in connection with effecting the collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease or as may be incurred by Lessor in defending against a suit brought by Lessee or such other person where there has been no default hereunder by Lessor. All such costs and reasonable attorneys' fees, if paid by the Lessor, and the rent reserved in this Lease, and all taxes and assessments and the payment of all money provided in this Lease, to be made by the Lessee, shall be and they hereby are declared to be a first lien upon Lessee's condominium apartment as aforesaid and upon all structures and improvements placed upon said demised premises at any time during the term of this Lease, and upon the leasehold interest hereby created, and upon the rent of all buildings and improvements situated upon said premises at any time during said term, subject to the provisions of this Lease respecting the existence or creation of liens which are or will be prior to the lien for rent. In the event that legal proceedings should be instituted against Lessee for alleged default in any of the covenants, agreements, terms and provisions of this Lease, or in connection with effecting collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease, and should said litigation terminate in favor of the Lessee or should litigation be involuntarily dismissed by the Lessor, then in such event the Lessor agrees to pay to Lessee's attorney a reasonable attorney's fee for services rendered for the Lessee in such proceeding or proceedings.

OFF 4189 PAGE 540

ARTICLE XXII.

INDEMNIFICATION AGAINST CLAIMS.

Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises or the buildings and improvements thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any claim, the reasonable investigation thereof relative to any lawsuit or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

ARTICLE XXIII.

CONDEMNATION CLAUSE.

It is agreed that if at any time during the term of this Lease any other part of the demised real estate, or the improvements or structures thereon located, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, that there shall be such division of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, total abatement of rent and other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and the determination of the matters in dispute.

As security for restoring and repairing the premises and improvements, the monies awarded to the Lessee in condemnation shall be deposited and thereafter disbursed in the same manner as has been hereinabove provided in Paragraph 8 with reference to the receipt and disbursement of benefits accruing from the proceeds of fire or windstorm insurance policies; and after the work of repair and restoration is fully completed, free and clear of all liens and encumbrances, the balance, if any, of the said sum remaining shall be paid to the Lessee according to Lessee's interest herein by the Insurance Trustee. If the condemnation results in no physical damage to the building then on the demised premises, then any award to Lessee for Lessee's percentage interest taken shall be paid directly to the Lessee. If the leased premises shall be wholly taken by the exercise of the power of eminent domain, then this Lease shall immediately terminate, but in the event only a portion of the premises is taken, the rent to be paid thereafter shall be revised as set forth hereinabove.

ARTICLE XXIV.

LEASE NOT AFFECTED BY DAMAGE TO PROPERTY.

No destruction or damage to the land or any building or improvements by fire, hurricane, windstorm, erosion, insurrection, riot, war or other casualty or calamity of any kind, character or nature shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this Lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due, or thereafter becoming due under the terms thereof.

ARTICLE XXV.

RETURN OF PREMISES TO LESSOR IN EVENT OF DEFAULT.

The Lessee covenants, stipulates and agrees that upon the termination of this Indenture by default, Lessee will at once peaceably and quietly deliver to Lessor all of the demised premises, including all structures and improvements situated thereon, and all of the fixtures and equipment thereunto belonging, in as good state and condition as reasonable use and wear thereof will have permitted, and that all structures, improvements, fixtures and equipment then situate upon the described premises and belonging to the Lessee shall belong to the Lessor, and that no compensation shall be allowed or paid to the Lessee therefor.

ARTICLE XXVI.

LESSOR'S RIGHT OF ENTRY.

The Lessor and the Lessor's agents shall have the right to enter the leased and pledged premises at all reasonable times to examine the condition and use thereof, provided only, that such rights shall be exercised in such manner so as not to interfere with the use of said premises; and if the same premises are damaged by fire, windstorm, or by any other casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, but if the Lessor exercised Lessor's option to make emergency repairs, such act or acts shall not be deemed to excuse the Lessee from Lessee's obligation to keep the premises in repair, and the Lessee shall, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.

ARTICLE XXVII.

LIABILITY OF CONDOMINIUM UNIT OWNERS.

Lessee and Lessor acknowledge that each condominium unit owner shall be liable to the Lessor for only his common element expense percentage of all costs, expenses, charges, damages, claims or other monies owed, due or arising in favor of Lessor under this Lease where all condominium unit owners must act in concert with the others for full performance. There are sixty-four (64) condominium unit owners who have agreed with the Lessee and with each other that each and all will comply with the several terms and conditions hereof; that each and all will pay the charges on their part to be paid, and that each and all will cooperate with the others and act in concert to fulfill all the terms and conditions hereof. Lessor agrees with Lessee that Lessor shall not look to the condominium unit owners as being jointly liable where money obligations are involved, but shall look simply to each such unit owner for the performance of their monetary obligations hereunder, and a breach of this Lease by one unit owner shall not cause the entire Lease to be in default, or the other unit owners to be in default, but such monetary default shall relate only to the particular unit owner in default. Action for such default shall be taken against such defaulting unit owner only. See Article XX "Default, Part Two", for non-monetary defaults.

ARTICLE XXVIII.

NET LEASE.

It is understood by and between Lessor and Lessee that the intent and purpose of this Lease is to provide Lessor a net lease rental diminished by not a single expense, liability, claim, demand or encumbrance as a result of the ownership of the herein leased property. To this end and for this purpose, Lessee and Lessor have entered into this Lease.

ARTICLE XXIX

PLEDGE OF CONDOMINIUM; LESSOR SUBORDINATION.

Lessee covenants, for itself and as agent for and in behalf of all condominium unit owners in Bayshore Embassy Condominium, that any subsequent purchaser of a condominium unit shall, as a condition precedent to such purchase, designate Lessee as its agent hereunder, ratify, confirm and approve this Lease, agree to be bound by and comply with the several terms and conditions thereof, and execute and deliver a pledge of the purchased condominium unit to Lessor as security for the performance of the several terms and conditions of this Lease.

Lessor has heretofore agreed with each of the sixty-four (64) Lessees, and by restatement here, agrees that should Lessee desire to place, from time to time, an institutional mortgage on Lessee's condominium unit, Lessor will, and does hereby agree to subordinate and make inferior all Lessor's rights in and to the Lessee's apartment pledge to the operation and effect of such institutional mortgage, providing such mortgage does not exceed sixty per cent (60%) of the Developr's sale price of the condominium unit, or sixty per cent (60%) of its appraised value at the time of the mortgage, whichever is less. Likewise, if the institutional mortgagee acquires title thereto by reason of foreclosure or by deed in lieu of foreclosure as a result of a default in such mortgage, Lessor will subordinate said apartment pledge to the operation and effect of any new mortgage, within the limitations as to the amount as is in this article set forth, necessary to be placed thereon in order to resell such foreclosed condominium unit. Any purchaser from such institutional lender shall acquire such unit subject to the obligations and restrictions of this article and this Lease, and shall pledge his condominium unit to secure the performance of the terms hereof.

ARTICLE XXX.

NOTICES.

Notices as shall be required from time to time under the several terms and conditions of this Lease shall be sent to the Lessor at the following address, unless otherwise notified in writing: 300 Bayview Building, 1040 Bayview Drive, Fort Lauderdale, Florida

and to the Lessee at the following address, unless notfied otherwise in writing: 550 Bayshore Drive, Fort Lauderdale, Florida.

The notices shall be in writing and shall be delivered to the other party either in person or by registered mail addressed to the above addresses, return receipt requested.

ARTICLE XXXI.

GENDER.

It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their spouses, if any, their heirs, representatives, successors, grantees and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed on the day and year first above written.

OFF. REC. 4189 PAGE 541

ARTICLE XXXII.

Nothing herein contained shall be construed to permit or grant to Lessor the authority or right to cancel this lease under the provisions of Article XIX or XX in the event of an uncorrected default by the Lessee, Bayshore Embassy Condominium, Inc., or the individual unit apartment owners.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this second day of January, 1969.

Witnesses:

_____ _____ (SEAL)
William Gundlach, Individually and as Trustee

_____ _____ (SEAL)
As to Lessor Juanita M. Gundlach

LESSOR

BAYSHORE EMBASSY CONDOMINIUM, INC.

_____ By _____
Its President

_____
As to Lessee

LESSEE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, individually and as Trustee, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES A. MICHELI, known to me and to me known to be President of Bayshore Embassy

OFF. REC. 4189 PAGE 542

Condominium, Inc., and he acknowledged to and before me that he executed the same as such President on behalf of said corporation freely and voluntarily for the purposes therein stated, and that the corporate seal affixed thereto is the true corporate seal of said corporation and is affixed thereto under due and proper corporate authority.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

LAND LEASE DESCRIPTION

All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

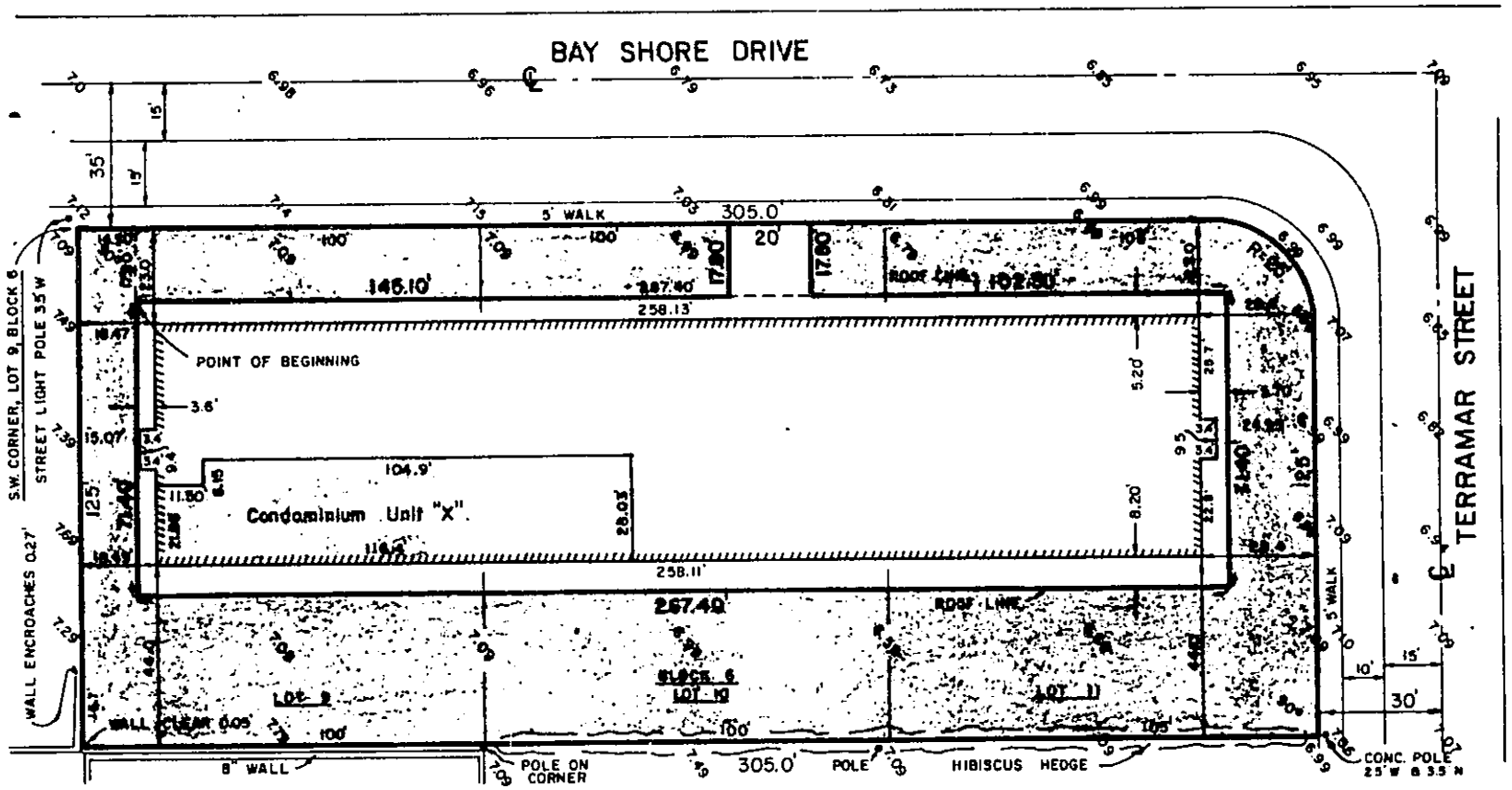
Said lands situate, lying, and being in Broward County, Florida.

TOGETHER WITH:

That condominium unit designated as "Condominium X" or "Condominium Unit X" as is identified in the Declaration of Condominium and as is designated and located in Attachment "B" to the Declaration of Condominium.

SEE 4159 PAGE 544

EXHIBIT A, Page 2 of 2 Pages



LEASED AREA

NOTE:
The above shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page 1 of Exhibit A.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page 1 of Exhibit A.

Dated April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

REC 4159 PAGE 325

KODAK SAFETY FILM

BAYSHORE EMBASSY

EXHIBIT "B"

LEASE LIABILITY PERCENTAGES

TYPE "A" APARTMENTS

The following apartments are designated as Type "A" apartments:
101, 102, 103, 203, 205, 207, 211, 212, 215, 303, 305, 307, 311, 312, 315, 403, 405, 407, 411, 412, 415, 503, 505, 507, 511, 512, 515.
Each Type "A" apartment shall bear 1.268% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "B" APARTMENTS

The following apartments are designated as Type "B" apartments:
104, 201, 214, 217, 301, 314, 317, 401, 414, 417, 501, 514, 517.
Each Type "B" apartment shall bear 1.693% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "C" APARTMENTS

The following apartments are designated as Type "C" apartments:
202 302, 402, 502.
Each Type "C" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "D" APARTMENTS

The following apartments are designated as Type "D" apartments:
209, 309, 409, 509.
Each Type "D" apartment shall bear 1.737% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "E" APARTMENTS

The following apartments are designated as Type "E" apartments:
206, 208, 306, 308, 406, 408, 506, 508.
Each Type "E" apartment shall bear 1.956% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "F" APARTMENTS

The following apartments are designated as Type "F" apartments.
204, 210, 304, 310, 404, 410, 504, 510.
Each Type "F" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

BK 4189 PAGE 546

DESIGNATION OF AGENT:
Pledge of Condominium Apartment As
Security for Lease Performance

The undersigned, having purchased Apartment No._____ in BAYSHORE EMBASSY CONDOMINIUM, and desiring to acquire in conjunction with the other unit owners in Bayshore Embassy Condominium, Inc., a Lessee's interest in certain property adjoining the condominium property, hereby irrevocably designates and appoints BAYSHORE EMBASSY CONDOMINIUM, INC., a non-profit corporation, as its Agent to enter into and to carry out the several terms and conditions of that certain ninety-nine year lease recorded in Official Records Book _____ at Pages_____ of the Public Records of Broward County, Florida, which lease the undersigned has read, understands and hereby ratified, confirms and approves. This Pledge Agreement is made with the understanding and agreement with the Lessor that all unit owners in BAYSHORE EMBASSY CONDOMINIUM shall enter an identical Pledge Agreement and that as to monetary obligation in the lease above referenced, each Purchaser or unit owner is responsible only for the stated rental and percentage monetary obligation as set forth herein.

The undersigned agrees to comply with each and every of the several terms and conditions of such lease to the extent of his or her liability and responsibility in the same manner as though the undersigned were designated as Lessee in the above referenced lease. It is understood and agreed that such Purchaser shall pay $ _____ quarterly under the lease and shall be liable for _____ % of all other monetary obligations thereunder, but shall not be responsible for the obligations of other owners.

In consideration of Lessor entering the lease with BAYSHORE EMBASSY CONDOMINIUM, INC. as Agent for the undersigned, and to assure to Lessor proper performance thereunder by the Lessee as unit owners' agent, to the extent of Purchaser's liability under the lease, the undersigned Purchaser and unit owner hereby irrevocably pledges, during the full term of the lease and all extensions thereof, to WILLIAM GUNDLACH, TRUSTEE, his heirs, successors and assigns the following described property, to wit:

> Apartment No._____ Bayshore Embassy Condominium, according to the Declaration of Condominium recorded in Official Record Book _____ at Pages_____ of the Public Records of Broward County, Florida, together with all furniture, furnishings and fixtures located thereon and therein,

as security for the full, complete and proper performance by the undersigned of the several terms and conditions of the above identified lease and subject matter of this instrument.

In the event the undersigned shall default in the payment of any monetary obligation on his or her part to be performed within the grace period, as is provided in the lease, or if the undersigned shall fail to otherwise discharge all obligations required of him to be discharged within a proper time, the Lessor shall have the right to immediately sell the herein pledged apartment unit for and in behalf of the undersigned, at public or private sale, without notice, or, if Lessor desires, to foreclose upon the same as though the pledge were a mortgage, and from the gross proceeds of such sale in either case to pay all necessary costs and expenses thereof, including a reasonable attorney's fee, and thereafter apply the proceeds to the delinquent sums due under the lease, paying the balance, if any, to Purchaser, which sum Purchaser shall accept in full satisfaction and discharge of all right, title and interest which Purchaser had in and to such apartment. Purchaser shall vacate the premises and convey by proper deed the pledged apartment simultaneously with the sale thereof. There shall be no deficiency decree obtained against the Purchaser or Purchaser's Agent as a result of such foreclosure.

This pledge is inferior, subordinate and subject to the lien of any institutional mortgagee who shall take a permanent first mortgage on the condominium unit here pledged at the time of the acquisition of the condominium unit from the Developer.

WITNESS _____ hand (s) and seal (s) at Fort Lauderdale, Florida, this _____ day of _____ 196___ .

REC 4189 PAGE 547

Witnesses:

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

_____
to me known and known to me to be the person (s) who signed the foregoing instrument, and _____ acknowledged to and before me that _____ executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____
this _____ day of _____ 196 ___.

_____
Notary Public

My commission expires:

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

REC 4189 PAGE 545

This instrument prepared by
William Gundlach
1040 Bayview Drive
Fort Lauderdale, Fla.

DECLARATION FOR CREATION OF A CONDOMINIUM

70- 49643

I. STATEMENT OF INTENT.

WILLIAM GUNDLACH, Trustee, (hereinafter referred to as the "Developer", as owner of the property described in Attachment "A" to this Declaration, intends to construct on said property a multi-family dwelling containing, among other things, a maximum of SIXTY-FIVE condominium units, common elements and other facilities more fully hereinafter identified, and it is intended by this Declaration to subdivide the said property into a maximum of SIXTY-FIVE separate parcels of real property, which in accordance with provisions herein contained, shall be subject to the benefits and conditions of a Condominium.

II. SUBMISSION STATEMENT.

The Developer, therefore, for himself, his heirs and assigns, declares that said property described in Attachment "A" from and after the date of recording of this Declaration, in the Office of the Clerk of the Circuit Court in and for Broward County, Florida, shall be subject to each and every of the terms and conditions of this Declaration until such time as the same is terminated as by this Declaration provided or is dissolved by operation of law.

III. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

(a) Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(b) Association means the entity responsible for the operation of the condominium.

(c) By-Laws means the by-laws of the condominium association for the government of the condominium, as they may exist from time to time.

(d) Common elements shall mean all portions of the condominium property not included in the units.

(e) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(f) Unit means a part of the condominium property which is to be subject to private ownership. The words"apartment" and "unit" may be used interchangeably herein as the context requires.

(g) Institutional lender shall mean any National or State chartered Bank, Savings and Loan Association or an Insurance company doing business in Broward County, Florida.

IV. NAME AND ADDRESS:

The name by which this condominium is to be identified is BAYSHORE EMBASSY CONDOMINIUM, and its address is 550 Bayshore Drive, Fort Lauderdale, Florida.

V. LAND DESCRIPTION.

The legal description of the land included in this condominium is described in Attachment "A" to this Declaration which by reference forms a part hereof.

VI. IDENTIFICATION OF CONDOMINIUM UNITS.

The condominium building shall contain five (5) floors. The first floor shall contain the following condominium units: three (3) one bedroom condominium units, one (1) two bedroom condominium unit, and one (1) large recreation area designated as "Condominium X". These units shall bear the designations of 101, 102, 103, 104 and Condominium Unit X.

The second floor shall contain six (6) one bedroom condominium units and nine (9) two bedroom condominium units which bear the following number designations of 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, and 217.

The third floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, and 317.

The fourth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417.

The fifth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 514, 515, 517.

46

Return - William Gundlach
1040 Bayview Drive
Ft. Lauderdale, Fla.

APR 16 PM 2:09
RECORDED 4159 PAGE 574

VII SURVEY AND PLOT PLAN.

Attached to this Declaration of Condominium as Attachment "B" is a survey of the land and a description of the improvements in which the units are located, sufficient that each unit and the common elements, improvements and appurtenances can be determined by location, dimensions and size.

VIII. COMMON ELEMENT EXPENSES: COMMON SURPLUS: VOTING RIGHTS: MAINTENANCE.

A. COMMON ELEMENT EXPENSES: COMMON SURPLUS.

There shall be sixty-four (64) condominium apartment units in which owners shall reside, which units shall be of six (6) basic types: the one bedroom "Type A" unit, and the two bedroom units designated as "Type B", "Type C", "Type D", "Type E" and "Type F". There are twenty-seven (27) one bedroom "Type A" condominium units; thirteen (13) two bedroom "Type B" condominium units; four (4) two bedroom "Type C" condominium units, four (4) two bedroom "Type D" condominium units; eight (8) two bedroom "Type E" condominium units; and eight (8) two bedroom "Type F" condominium units in the Bayshore Embassy Condominium. The "Type A" units shall jointly bear 34.236% of the common expenses; the "Type B" units shall jointly bear 22.009% of the common expenses; the "Type C" units shall jointly bear 6.520% of the common expenses; the "Type D" units shall jointly bear 6.948% of the common expenses, the "Type E" units shall jointly bear 15.648% of the common expenses; and the "Type F" units shall jointly bear 14.640%. The unit designated as "Condominium X" which shall be owned by the Developer or his assigns and will be leased to the Condominium Association will not be responsible for any part of the common expenses and will, accordingly, not bear any percentage of the expenses thereof. The cost of maintenance, upkeep, taxes assessed to it and all other expenses incidental or in any way related to Condominium Unit X shall be borne by the other members of the Association and charged against them as a common expense in accordance with this Declaration. Any two apartments, if vertically or horizontally, contiguous, may be joined together to make one large apartment. Such joinder will not in any way alter, for condominium purposes, the number of units in the condominium, nor the common expense, the rights in the common elements and common surplus, or any other rights allocable to each individual apartment unit, and such will be construed merely as one owner owning two separate apartments with all rights, duties and obligations applicable and appertaining to each apartment. All such condominium units as are joined together may likewise be separated, but such joinder and separation shall be subject to By-Law requirements of the Condominium Association and such reasonable regulations as may be imposed by the Association.

All condominium apartment units shall bear the common expenses and shall share in the common surplus as follows:

1. One bedroom "Type A" apartments, designated as Apartments 101, 102 103; 203, 205, 207, 211, 212, and 215; 303, 305, 307, 311, 312, and 315; 403, 405, 407, 411, 412 and 415; 503, 505, 507, 511, 512 and 515 shall each bear 1.268% of the common expenses and shall have a 1.268% interest in the common surplus.

2. Two bedroom "Type B" apartments designated as 104, 201, 214, 217; 301, 314, 317; 401, 414, 417; 501, 514 and 517 shall each bear 1.693% of the common expenses and shall have a 1.693% interest in the common surplus.

3. Two bedroom "Type C" apartments designated as 202, 302, 402, and 502, shall each bear 1.630% of the common expenses and shall have a 1.630% interest in the common surplus.

4. Two bedroom "Type D" apartments, designated as 209, 309, 409 and 509 shall each bear 1.737% of the common expenses and shall have a 1.737% interest in the common surplus.

5. Two bedroom "Type E" apartments designated as 206, 208; 306, 308; 406, 408; 506 and 508 shall each bear 1.956% of the common expenses and shall have a 1.956% interest in the common surplus.

6. Two Bedroom "Type F" apartments designated as 204, 210, 304, 310; 404, 410; 504 and 510, shall each bear 1.830% of the common expenses and shall have a 1.830% interest in the common surplus.

7. As hereinabove set forth, Condominium "X" shall bear no portion of the common surplus and shall have no interest in the common surplus but shall share equally in the use of the common elements with all other condominium units.

OFF. REC. 4189 PAGE 505

B. VOTING RIGHTS

Subject to the provisions and restrictions as set forth in the By-Laws of the Association, each condominium unit is entitled to one vote regardless of its size or how title is held. Cumulative vote shall not be permitted. Members of the Board of Governors shall be elected by plurality vote.

C. MAINTENANCE: COMMON ELEMENT MAINTENANCE AND INDIVIDUAL MAINTENANCE:

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the apartment which contribute to the support of the building, (excluding, however, interior wall, ceiling and floor surfaces), and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, exterior boundary walls of apartments and load-bearing columns, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartment (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures) and all incidental damage caused to be done by the Association in conjunction therewith.

2. The responsibility of the condominium unit owner shall be as follows: to maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association; to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building; nor to paint or otherwise decorate or change any portion of the building not within the walls of the apartment, unless the written consent of the Association is obtained; to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association, and not to make any alterations in the portion of the apartment or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Governors of the Association, nor shall any apartment owner impair any easement without first obtaining the written consent of the Association and of the apartment owner or owners for whose benefit such easement exists. Although the compressor for the air conditioner for each apartment unit is located on the roof of the building and not within the confines of the individual apartment, nevertheless it shall be the responsibility of each unit owner to care for, maintain, repair and replace such compressor and other air conditioning equipment as needed and as an individual, and not a common expense.

IX. METHOD OF AMENDING DECLARATION OF CONDOMINIUM.

This Declaration may be amended at any regular or special meeting of the unit owners of this condominium called in accordance with an affirmative vote of seventy-five per cent (75%) of all the unit owners of the condominium. The amendment shall be evidenced by certificate executed with the formalities of a deed in proper form for recording and shall include the recording date identifying the Declaration. After the amendment has been passed and approved by the Association, the same shall be recorded in the Public Records of Broward County, Florida, according to law. No amendment shall change any condominium unit's proportionate share of the common elements, the common expenses, or of the common surplus or the voting rights as herein granted to each unit, unless all owners of all condominium units shall, by unanimous, one hundred per cent (100%) vote, approve and join in the execution of such amendment, nor shall any amendment restrict, alter, impair, or change any rights of an institutional or other first mortgagee to acquire, lease or sell a unit, and any such attempt shall be void. Likewise, the Declaration may not be amended by any vote so as to change or impede in any way the right of the Developer to appoint a majority of the members of the Board of Governors of the Association until sixty (60) units in the condominium have been sold, nor interfere with, alter or abrogate the right of the Developer to lease for such periods and to such person or persons as it shall desire and to make the first sale of each apartment, all without Association approval. No alterations, amendments, revisions or other changes shall be made in Article XVII "Insurance", without the specific concurrence and approval in writing of all institutional lenders who may have mortgages on any of the condominium units. The Developer reserves the right, acting alone, to amend the Declaration at any time prior to the recorded conveyance of any apartment by Warranty Deed to any purchaser.

OFF 4189 PAGE 506

X. OPERATION OF CONDOMINIUM ASSOCIATION.

This condominium shall be operated by a non-profit corporation named "BAYSHORE EMBASSY CONDOMINIUM, INC." which corporation is herein sometimes called "The Association". The owners of each condominium unit shall automatically become members of Bayshore Embassy Condominium, Inc. upon recording of a Warranty Deed to a condominium unit. Likewise, membership shall automatically terminate upon cessation of such ownership. No rights shall vest in any person who is in the process of purchasing a condominium

unit, either in the unit to be purchased, in the land, in the Association, or in the condominium itself until title to the purchased unit is recorded. There shall be no other membership. The following miscellaneous rights and powers shall apply:

(1) The Association, which is incorporated, shall act through its officers and Board of Governors and shall have the capability of contracting, bringing suit and being sued. Service of process upon the Association shall be in the manner prescribed by law for non-profit corporations. Service of process upon the Association shall not constitute service of process upon any unit owner.

(2) No unit owner, except as an officer or a member of the Board of Governors of the Association, shall have any authority to act for the Association.

(3) The powers and duties of the Association shall include those set forth in this Declaration, those in the Charter creating the Association, and those set forth in its By-Laws. The general membership shall elect the members of the Board of Governors and the Board of Governors shall elect the officers of the Association.

(4) The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

(5) The Association shall have the right to adopt, establish, proclaim and enforce such rules and regulations for the use of the condominium units and the common elements and any other property jointly leased by all members of the Association. The Association shall have the power to enforce the provisions of this Declaration of Condominium for and in behalf of its members and its By-Laws.

(6) The Association shall have the right to alter and improve the common areas and to assess each unit owner their proportional share thereof.

(7) The Association shall have a lien against any unit for the unpaid portion of properly levied assessments, and shall be entitled to enforce said lien in the same manner as though said lien were a mortgage.

XI. ASSESSMENTS: LIEN AND PRIORITY: INTEREST: COLLECTION.

(1) The Association shall have the power to make and collect assessments and shall maintain accounting records with respect thereto according to good accounting practices which shall be open to inspection by unit owners at reasonable times. Such record shall include:

(a) A record of all receipts and expenditures.

(b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due.

(2) Common expenses shall include all expenses connected with the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expense which shall be incurred by the Association which shall ratably or equally benefit all unit owners.

(3) A Unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from grantor the amounts paid by the grantee therefor.

(4) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit against which the assessment is made.

(5) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate provided in the Declaration, not to exceed the maximum rate allowed by law, and if no rate is provided, then at ten per cent (10%) per annum.

(6) The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, and against the unit owner of such condominium parcel. Such owner shall, in addition, be liable for all costs and reasonable attorney's fees incurred by the Association in the collection of such assessment or enforcement of such lien and the lien shall secure the same. The lien shall be effective from and after the time of its recording in the public records of Broward County, and shall state the description of the condominium parcel, the name of the record owner, the amount due, including a reasonable attorney's fee, and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims shall include only assessments which are due and payable when the claim of lien is recorded.

OFF. REC. 4180 PAGE 507

Such claims of lien shall be signed and verified by an officer or agent of the Association and completed in a manner which shall entitle them to be recorded. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

(7) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid in the condominium parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgement for unpaid assessments may be maintained without waiving the lien securing the same.

(8) Where a mortgagee, a lien claimant, a pledgee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure brought on such pledge, mortgage or other lien, or by deed in lieu of foreclosure thereof, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel and chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners including such acquirer, his successors and assigns. No assessments for capital improvements shall be made against or shall attach to any unit owned by an institutional lender, which unit was acquired by such lender as a direct result of a foreclosure of a mortgage owned by the lender or by deed in lieu of foreclosure.

XII. LIMITATION ON LIABILITY OF UNIT OWNER.

(1) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and the By-Laws.

(2) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occuring within his house.

(3) Property taxes, special assessments and other taxes and levies which are levied by municipalities, counties and other taxing authorities on the condominium units shall be assessed against the individual condominium unit and not upon the condominium as a whole. Property taxes and special assessment levied upon the common areas or upon any property collectively rented by the condominium owners shall be allocated and assessed against each condominium unit in the percentage which each shares in the common expenses and surplus. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon such condominium parcel so assessed and upon no other portion of the condominium parcel.

(4) All provisions of this Declaration relating to a condominium parcel which has been sold for taxes or special assessments shall survive and be enforceable after the issuance of a tax deed or master's deed upon the foreclosure of an assessment, certificate of lien, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee or the owner of the title immediately prior to the delivery of the tax deed or master's deed. The restrictions, terms and conditions of this Declaration shall run with the land and hereafter be binding upon all who own or hold hereunder.

XIII. COMPLIANCE AND DEFAULT, NON-ASSESSMENT.

Each unit owner shall be governed by and shall comply with this Declaration, the By-Laws, the Rules and Regulations as promulgated by the Board of Governors from time to time, and the laws of the State of Florida as they may exist from time to time. Failure to do so shall entitle the Association or unit owner to sue for such sums as it may be damaged or to sue for injunctive relief or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner. Such relief shall not be exclusive of other remedies provided by Law. Should the Association prevail in a court of competent jurisdiction against a unit owner for failure to comply with the duties imposed by this Article, such unit owner shall pay all the court costs connected therewith, together with a reasonable attorney's fee as determined by the court.

OFF. REC. 4189 PAGE 508

XIV. THE CONDOMINIUM PARCEL.

Each condominium parcel shall consist of the condominium unit plus an inseparable and undivided share of the common elements as identified in Attachment "B" to this Declaration. Each condominium unit shall constitute a separate parcel of real property. Each condominium unit, for purposes of this Declaration, shall be deemed to be independent of all other condominium units, but shall be subject to the laws of the State of Florida, this Declaration and the By-Laws and other regulations as applicable. Nothing herein shall in any way or under any circumstance, be construed to authorize, permit or allow a partition of any part of the common elements by any unit owner. The lower and upper limits of each apartment unit are one inch below the upper surface of the concrete floor slab and one inch above the lower surface of the ceiling, respectively. The vertical plane formed one inch inside each boundary wall of the apartment unit shall constitute the side and outer limits of the apartment, excepting only that where there is a balcony extending from any apartment, the outside boundary shall be extended to include such balcony. Should such an ower of a condominium acquire by purchase an adjoining unit, said owner may be permitted, with the specific written approval of the Board of Governors, reasonable ingress and egress between the units by removal of all or part of the separating wall and such wall shall thereafter be considered an inside wall and not a boundary wall. Likewise, should an owner acquire two condominium units, one above and one below the other, with the specific written approval of the Board of Governors of the Association, the apartments may be joined by one set of stairs and/or one elevator. Such shall not interfere with the structural stability of the building. All expenses connected therewith shall be borne by the owner desiring the alteration. There shall be no common expense in connection therewith. The inside area of the interior walls of each apartment unit are burdened with an easement for the benefit of the other unit owners for purposes of pipes, utilities, wires, cables and other similar items. Removal or rearrangement of such interior walls shall be made only with the written consent of the Board of Governors. Such easement may be waived by the Board of Governors for and in behalf of the condominium unit owner.

No unit shall be subdivided or broken down into smaller parts than now exist and any attempt to do so shall be null and void and any conveyance without force and effect. Nor can there be a pledge, mortgage encumbrance or any other transaction affecting the unit, or any part thereof less than the whole which will be effective and enforceable. Such attempt will be null and void.

The following easement shall be from each condominium unit owner to the others and to the Association:

(1) Structural Support. Every portion of the unit contributes to the support of the other parts thereof, and, accordingly, each unit is burdened with an easement for structural support for the benefit of each other condominium unit and for the common elements.

(2) Maintenance, etc. Maintenance, repair and replacement easements are granted through each unit, which includes easements for all facilities for furnishing of utility service within the building to units or to the common elements. Easements are reserved over all balconies whenever reasonably required for emergency ingress. No apartment shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easement rights.

(3) Encroachment. Should any unit encroach upon another or upon the common elements and such be not the result of a deliberate action on the part of the unit owner, or should a common element encroach upon a condominium unit and the same be unintentional, then in either case an easement shall exist from one to the other so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one owner upon whose property such encroachment exists.

XV. GENERAL CONDITIONS, COVENANTS AND RESTRICTIONS.

(1) The owner of each unit of Bayshore Embassy Condominium shall occupy and use such condominium units as private dwellings for himself and the members of his family and social guests and for no other purpose including business purposes. If title to the condominium unit be taken in the name of a corporation, the officer approved for occupancy shall, for the purpose of this Declaration, be assumed to be the owner. Domestic servants, houseboys, companions, nurses, health aides, or other

OFF. REC. 4189 PAGE 509

persons in the employ of an owner are permitted to occupy the condominium unit with the owner, or to occupy employer's separate but adjacent condominium unit, when such occupancy in the condominium building is essential to their employment. However, such occupancy by employees will be only during the time that the owner is in fact in actual physical residence in the condominium and at no other time. Such employees of owner may not use the common areas except for ingress and egress to and from the owner's apartment and may not use any of the recreational or other facilities of the condominium. All occupancy rights of employees shall cease upon the employer not being in actual physical residence in the condominium and upon termination of employment. This clause shall be construed to prevent one condominium unit owner from being, and acting in any capacity, as a domestic employee of another condominium owner. Employment shall be conclusively presumed when the employee receives any remuneration for services rendered, regardless of the form of consideration. No children under the age of eight (8) shall be permitted to reside in any of the units or rooms thereof of this condominium, except that such children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any one hundred and twenty (120) day period in any condominium unit. Reasonable rules covering the behavior of children shall be made and enforced by the Board of Governors, Should any minor living on the premises consistently violate such rules, this shall be considered a nuisance and proper legal remedy may be taken under paragraph XIII above, or any other section of this Declaration or the laws of the State of Florida. One dog weighing no more than fifteen (15) pounds when full grown, or one domestic cat or a maximum of two small birds may be kept by the owner of each condominium apartment. A unit owner shall not keep any other pet or animal in his apartment without the written consent of the Board of Governors. Decision and action by the Board of Governors in granting or withholding written consent in any case shall not constitute a precedent as to other owners. Dogs must be kept under leash at all times when taken outside of the unit and shall be "walked" away from the building and grounds. Dogs, cats, or other pets shall be carried in arms in the corridors and the elevator, and shall be allowed in the service elevator only. If a pet becomes a nuisance to a majority of the unit owners living on either side of, across the hall from, above and below the owner of such pet, then upon written application from such majority to the Board of Governors, the Board of Governors shall order the permanent removal of the pet from the building. The unit owner will not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property or obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. No clothes lines or similar devices shall be allowed on any portion of the condominium property, including the common elements. No balcony shall be enclosed or altered in any way, nor any change of any kind made on the exterior of the condominium by a unit owner, including by way of illustration, awnings, air conditioning units, TV or radio antennas, wiring, paint or otherwise. Exterior glass in the color as provided by the Developer shall be maintained by all owners. All windows shall have draw drapes to cover them. Draw drapes facing the outside shall be white or silver backed. There shall be no venetian blinds, plantation shutters, or other window devices used in the window either alone or in conjunction with drapes. Roll shades may be used, but when used must be white on the side exposed to outside viewing. No unit owner shall alter or modify any structural parts of the unit without the specific written approval of the Board of Governors. Approval may be granted for alterations by the Board of Governors of non-load bearing interior partitions of units upon a certification of safety by a competent registered engineer. All costs included or connected with such approval and alteration shall be borne by the unit owner seeking the change. No signs shall be displayed in or upon any portion of the condominium property by any person or corporation without the written consent of the Board of Governors, provided, however, that until a first sale of all condominium units be made, the Developer may erect reasonable signs on the common elements to aid in sales promotion of unsold units and for directional purposes.

(2) There shall be no improper, immoral or unlawful use made of the premises, nor shall there be any violation of any zoning ordinances or other governmental regulations applying to the condominium units or the condominium.

(3) Liens, Suits, Mortgages, Foreclosures.

Each unit owner will notify the Board of Governors of all encumbrances against his unit, including any mortgages, liens or suits filed or threatened against his unit. In the event of a foreclosure of any mortgage, lien or other encumbrances on a condominium unit, or in the event of a threatened sale of the condominium unit as a result of any unlawful levy, the Association, acting through the Board of Governors, shall have the right, at any time after the Order of Foreclosure is entered by a Court of competent jurisdiction or after actual levy by the Sheriff, but prior to the public sale thereof, to redeem the condominium unit for and in behalf of the unit owner for the amount decreed by the Court to be owing, including costs and attorney's fees, and the condominium unit owner shall simultaneously convey by appropriate Warranty Deed his interest therein to the Association upon payment by the Association of such sum to the Court. The condominium unit owner shall by such transfer waive any and all rights in and to any monies which the condominium Association shall obtain upon the resale of said unit over and above the Court purchase price, if such be the case. If the Association does not exercise its right prior to public sale to pay off the indebtedness against the property and receive a Warranty Deed, such right shall expire. Nothing herein shall be construed as limiting the Association from bidding and purchasing at the public sale, however, even after the expiration of its rights above set forth.

(4) Leasing or Sale of Unit; Right of First Refusal.

Condominium unit owners may lease their apartments only in accordance with this paragraph. No condominium unit shall be leased for a period less than sixty (60) consecutive days nor more than three hundred sixty-five (365) consecutive days. In all instances, the condominium unit owner, as lessor, shall submit to the Board of Governors such reasonable information as the Board of Governors shall require about the Lessee prior to the time that a lease is signed on the condominium unit. If the Condominium Association shall for any reason, disapprove and reject the proposed Lessee where approval is required, the unit owner shall not lease to such person or persons, but shall have the right to submit another bona fide Lessee for approval to the Condominium Association in the same manner. Should the Condominium Association again disapprove the proposed Lessee, the unit owner shall have the right to submit a third Lessee for approval together with the proposed lease. If the Condominium Association shall disapprove the third proposed bona fide Lessee, the Condominium Assocation must exercise the right to rent the condominium unit from the unit owner, upon the same terms and conditions as set forth in the lease presented with the third proposed Lessee, or else, failing to enter such lease within ten (10) days from submission of such third proposed Lessee, together with the proposed lease and reasonable information submitted therewith, the third proposed Lessee shall be automatically approved. If the Condominium Association leases the unit from the unit owner, it shall have the right to assign the rental right or to sub-lease to any party whom it may approve, and the unit owner shall honor such assignment, or sub-lease in the same manner as though the unit owner had assigned or sub-leased. Lessee shall, by written agreement executed simultaneously with any lease, agree to abide by all the rules and regulations of the Association. A violation of any rule by Lessee is tantamount to a violation by Lessor. The Association reserves the right to terminate any lease as owner's agent for such violation as may occur. Nothing herein shall be construed to prevent a Lessor from leasing his condominium unit to a Lessee for a period of time in excess of one (1) year, but before a Lessee shall occupy a leased condominium unit for an extended term beyond one year, the Board of Governors shall re-approve said Lessee's application for occupancy.

Each unit owner grants to the Assocation the right of first refusal to purchase the condominium unit on the terms and conditions as hereinafter set forth, excepting only in case of an inter-family transfer within the first degree of affinity. Each time and so often as a unit owner shall desire to sell and shall receive a bona fide offer

OFF. REC. 4189 PAGE 511

for the same, the unit owner shall first give the Association notice in writing of such offer to purchase, the notice to set forth in detail the terms and conditions of the offer, and shall include a certified copy of the written offer from the bona fide prospective Lessee or purchaser, together with the name, address, age, occupation and size of family to be living in the unit of the prospective Lessee or purchaser. An offer of purchase shall not be considered bona fide unless accompanied by a deposit of at least ten per cent (10%) of the purchase price. The notice shall be delivered to the senior officer of the Association present in the condominium, by registered mail, return receipt.

If the Association desires to exercise its option to purchase upon the same terms and conditions as set forth in the offer of purchase, it shall notify the unit owner of such by registered mail, posted within ten (10) days after receipt of the Association's registered notice as afore provided. Thereafter, the Association shall complete the transaction to purchase in accordance with the terms and conditions of the bona fide offer. The Association has the right to assign the purchase right to any party whom it may have approved and the unit owner shall honor such assignment in the same manner as though the Association were exercising the purchase right.

Any attempt or action taken by a unit owner to avoid or to attempt non-compliance with the terms and conditions of this Declaration shall be construed as voidable at the election of the Association, and the Association shall, within ninety (90) days after a Lessee or purchaser shall have obtained a lease or deed in an improper manner, bring an action at the expense of the unit owner to cancel the same. In absence of action taken within said ninety (90) days, such will be construed to be a waiver of the right to object and thereafter the Lessee or purchaser shall be entitled to full occupancy and other rights associated with his title status.

If the Association shall take no action to exercise its right to first refusal, then the unit owner shall be entitled to complete, with automatic approval of the Board of Governors, its lease or sale in accordance with the bona fide offer as originally presented to the Association. This procedure shall be repeated so often and so long as the unit owners shall lease or sell.

Notwithstanding the above, the right to approve Lessees and the right of first refusal to purchase or lease does not apply:

(a) At a foreclosure sale of an institutional mortgage, or to a voluntary conveyance by a mortgagor to an institutional mortgagee to avoid a foreclosure. Nor does it apply to a lease or sale made by a mortgagee who has acquired title through foreclosure to a bona fide purchaser or lessee for value after the first offering of the same to the Condominium for purchase or lease upon the same terms and conditions as available to the bona fide purchaser or lessee, or:

(b) To the Developer of the condominium, as it is understood that the Developer shall have the unrestricted right to lease any condominium unit or units to any one until the first sale of said unit is made, and to make the first sale of each condominium unit, unrestricted, without notifying any one, getting the approval of any one, or giving the Association or its assigns any first right of refusal.

(c) To a Lessor who leases any property to the Association under which lease, directly or indirectly, the unit owner has pledged his apartment as security for his portion of the rental due, should there be a foreclosure on the condominium apartment to enforce the pledge.

(5) Developer's rights on Board of Governors.

The Developer has reserved the right, until (a) the Certificate of Occupancy has been issued by the proper governmental issuing authority, and (b) sixty (60) units have had a first sale and there are at least twenty (20) persons living in the condominium units, and (c) the building has been continuously occupied for at least six (6) months, to appoint all of the members of the Board of Governors of the Association. Such persons need not be unit owners in the condominium. The Developer shall have the right to change it appointees from time to time as it shall choose. After such time the Board of Governors shall all be unit owners.

OFF. REC. 4189 PAGE 512

XVI. LEASE OF CERTAIN LAND AREAS.

The Condominium Association, as agent, in behalf of all condominium unit owners, has acquired a leasehold interest in and to the land situate, lying and being in Broward County, Florida described in Attachment "C" appended to this Declaration and by reference made a part hereof. Each unit owner, as a condition of ownership of the condominium unit shall upon acquiring his unit, execute for the Association an agreement acknowledging the agency of the Association for such unit owner and agreeing to be bound under the terms and conditions of the lease, to pay his or her designated portion of the lease rental and/or other monetary obligations connected with the lease, and to otherwise comply therewith, and shall execute and deliver a pledge of his or her unit to the Lessor and owner of the above described property as security for his or her full and complete performance thereunder. Lessor will subordinate Lessor's rights in and to Lessee's apartment, as pledged, only to the operation and effect of an institutional mortgage executed by Lessee providing the mortgage does not exceed sixty per cent (60%) of the original purchase price of the apartment unit or its appraised value at the time of the mortgage, whichever is less. Nothing herein shall be construed to cause any unit owner to become liable for any other unit owner's obligation under the lease. Rental payments, although they may be collected simultaneously with the common expenses, shall not be construed as common expenses. For tax purposes only, the value of the fee in the leased land described in Attachment "C" shall be assessed by the Broward County Tax Assessor directly to the owners of the condominium units in the same percentage that each unit shall bear the common element expenses as set forth in Article VIII of this Declaration. The Tax Assessor is directed to add to the tax statement of each condominium unit such additional tax as here determined and to bill the combined total to the unit owner in one tax statement. This procedure shall not be construed to create in any unit owner an interest of any kind whatsoever in the leased land other than that as established under the lease, but shall be deemed to be for convenience only.

XVII. INSURANCE.

Insurance on condominium units and common elements and on any properties leased by the Association for and in behalf of the unit owners of the condominium shall be carried and maintained by the Association for and in behalf of the condominium unit owners, the Association, the Lessor of any property leased to the Association, and, where applicable, the mortgagee. The Association shall carry casualty insurance on all units and on all common elements, and on leased property, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils plus, where available, water damage, vandalism and malicious mischief. Also, the Association shall carry public liability and property damage insurance covering all condominium units, common elements and on leased property. Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended by the Board of Governors or the insurance carrier. The cost of the insurance shall be a common expense.

All policies of casualty insurance covering the condominium units, the common elements and leased property shall have a loss payable clause drawn in favor of an Insurance Trustee and any proceeds of any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association and the unit owners, the Lessor, where applicable, and the unit owner's mortgagees if any. The Association is the acknowledged agent for all unit owners for the purpose of negotiating and settling all claims against the insurance company, and, accordingly, is authorized to execute in behalf of the unit owners in favor of any insurer releases after settlement. The Association shall select as a Trustee any national Banking institution in Broward County, Florida, having assets in excess of Twenty Million Dollars ($20,000,000.00). Any lending institution which shall place original mortgages on more than twenty (20) condominium units in the Bayshore Embassy shall have the right to approve the Insurance Trustee and thereafter, so long as any of the mortgages continue, the Insurance Trustee shall not be changed without such lending institution's consent. The Association shall select insurance companies carrying only the highest rating and having local representatives in Broward County, Florida.

The sole duty of the Trustee is to receive the proceeds of the

casualty insurance and to hold them for the benefit of the Association, the unit owners, the unit owner's mortgagees, if any, the Lessor, where applicable, or other beneficiaries with an insurable interest, and to disburse as hereinafter set forth. The Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence as to the money in its possession. The Trustee shall receive just compensation for its services and such is hereby designated a common expense to be divided ratably, in their various percentages, among the unit owners.

Upon a loss being sustained by the condominium under any coverage, the Association shall first furnish the Trustee with a list of all unit owners, and their mortgagees, if any, and with the name of any other person having a beneficial interest in the policy, and with the percentage interest of participation in the common elements of each unit owner. Such list shall be current and shall be certified as correct by the President of the Association. Thereafter the Association shall obtain three competent appraisals by contractors authorized to do business in Broward County, Florida, as to the cost of repair. The Association shall then negotiate and settle the insurance claims with the insurance company and have the insurance proceeds paid to the Trustee.

No mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of any mortgage or mortgages, unless it be the excess of insurance payments over the replacement cost of the damaged unit, and then only after the unit is fully repaired.

In the event of loss or damage to a condominium unit where the proceeds are paid to the Insurance Trustee for such loss or damage, the Association shall enter a written contract with a reputable contractor authorized to do business in Broward County, Florida for repair of the damaged unit. The contract for repair shall be with the approval and consent of the unit owner. The damaged unit shall be returned to the same condition it was in prior to sustaining the damage, all of which shall be in accordance with the plans and specifications of Richard C. Reilly, Architect, Fort Lauderdale, Florida Commission No. 268-52 as modified by written approval of the Association. The Association shall certify to the Trustee the amount of money required to rebuild the unit and if there is a lack of money in the Trustee's hands to pay for such repairs, the difference shall be supplied by the Association and such difference shall be borne by and assessed to all of the condominium unit owners as a common expense. If the insurance proceeds are sufficient for such repairs or are in excess of the amount needed, the Association shall have the unit repaired and any overage shall be paid to the Association. The Insurance Trustee, prior to and during re-construction, shall disburse monies from his trust only for repairs and only upon the written requisition of the Association. All monies shall be paid by the Trustee for repairs directly to the contractor, who shall furnish to Trustee releases of liens for all monies paid. Contractor shall furnish a performance and payment bond on all repairs costing in excess of Five Thousand Dollars ($5,000.00). Trustee, after receipt of a release of lien, shall not be liable for the proper application of the insurance funds.

In the event of a loss or damage to the common elements whether real or personal, and the damage is covered by casualty insurance, the proceeds thereof shall be paid to the Insurance Trustee to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of repair, or replacement, or reconstruction of the common elements and the condominium units which are damaged, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Association for the use and benefit of all unit owners. If it should appear, however, that the insurance proceeds covering the loss are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, then the Board of Governors shall allocate the repairs of the common elements first from the insurance proceeds and thereafter make and collect an assessment from all owners as a common expense, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement and reconstruction of the common elements and the condominium units which may be damaged.

In all cases, the Association shall furnish to the Insurance Trustee a written contract for repair of the condominium units damaged and/or the common elements. Each condominium unit and common elements shall be repaired and replaced, from time to time, in accordance with the original plans and specifications, or as such plans have been modified by written consent of the Association from time to time. The Insurance Trustee shall disburse the money from the trust upon written request by the Board of Governors of the Association, and only upon receiving simultaneously with a disbursal, a release of lien covering each payment made. The contractor shall join with the Board of Governors of the Association in making payment requisition from the Insurance Trustee. The Insurance Trustee shall not be liable for the application of the monies paid pursuant to such requisition after release of lien is obtained therefor.

In the event that a loss should be sustained on leased property and the same is covered by casualty insurance, the proceeds shall be paid to the Insurance Trustee and the repairs, reconstruction and replacement thereof shall be conducted in the same manner as though there was a loss to a common element. Any assessment necessary to increase the insurance proceeds to a sum sufficient to provide an adequate repair shall be apportioned among the several condominium unit owners, in accordance with their common expense ratio and percentage.

In the event of a loss or damage to personal property belonging to the Association, and the proceeds are paid to the Association, the Association shall replace such damaged property unless it shall determine it to be in the interest of the condominium not to make a replacement, at which time the Association shall distribute such insurance proceeds proratedly among all of the condominium unit owners or their mortgagee or mortgagees, as their interests may appear, in accordance with their participation in the common expense.

XVIII. TERMINATION.

(1) All of the unit owners acting jointly, may terminate this condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective until the holders of all mortgages, pledges, or other encumbrance affecting any of the condominium parcels, join therein and consent and agree thereto in writing by such duly recorded instrument, and that agreement be reached by all such owners and holders of mortgages, liens, pledges or other encumbrances as to the transfer of their claim to the unit against which the lien, mortgage, pledge or encumbrance exists.

(2) Upon the termination of the condominium, the condominium property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall be the same percentage which each such owner bears in the common expenses. Such termination shall not, however, lessen, reduce or affect the liability for rental or the pledge of each condominium unit as security for lease performance.

(3) Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Governors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

(4) The members of the Board of Governors acting collectively as agent for all apartment owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

(5) The termination of a condominium shall not bar the creation of another condominium affecting the same property.

OFF. REC. 4189 PAGE 515

It is the intent of the Developer to create a condominium pursuant to Chapter 711, Florida Statutes, 1967 and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the condominium herein created by this Declaration shall fail in any respect to comply with Chapter 711, Florida Statutes, 1967, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Bylaws attached hereto, the plat certificate and floor survey and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

XX. COVENANTS RUNNING WITH THE LAND.

All provisions of the condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

IN WITNESS WHEREOF we have executed this Declaration this 14th day of April 1970.

Witness:

Hazel M. Golden

William Gundlach

William Gundlach, Trustee and Individually

Betty J. Stephanz

Juanita M Gundlach

Juanita M. Gundlach

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, Trustee and individually, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the persons who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 14th day of April 1970.

Hazel M. Golden

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE, 22, 1973
BONDED THRU FRED W. DIESTELHORST

NOTARY PUBLIC

OFF. REC. 4189 PAGE 516

ATTACHMENT A - Page 1 of 2 Pages

A PART OF THE DECLARATION OF CONDOMINIUM OF

BAYSHORE EMBASSY CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM LAND AREA

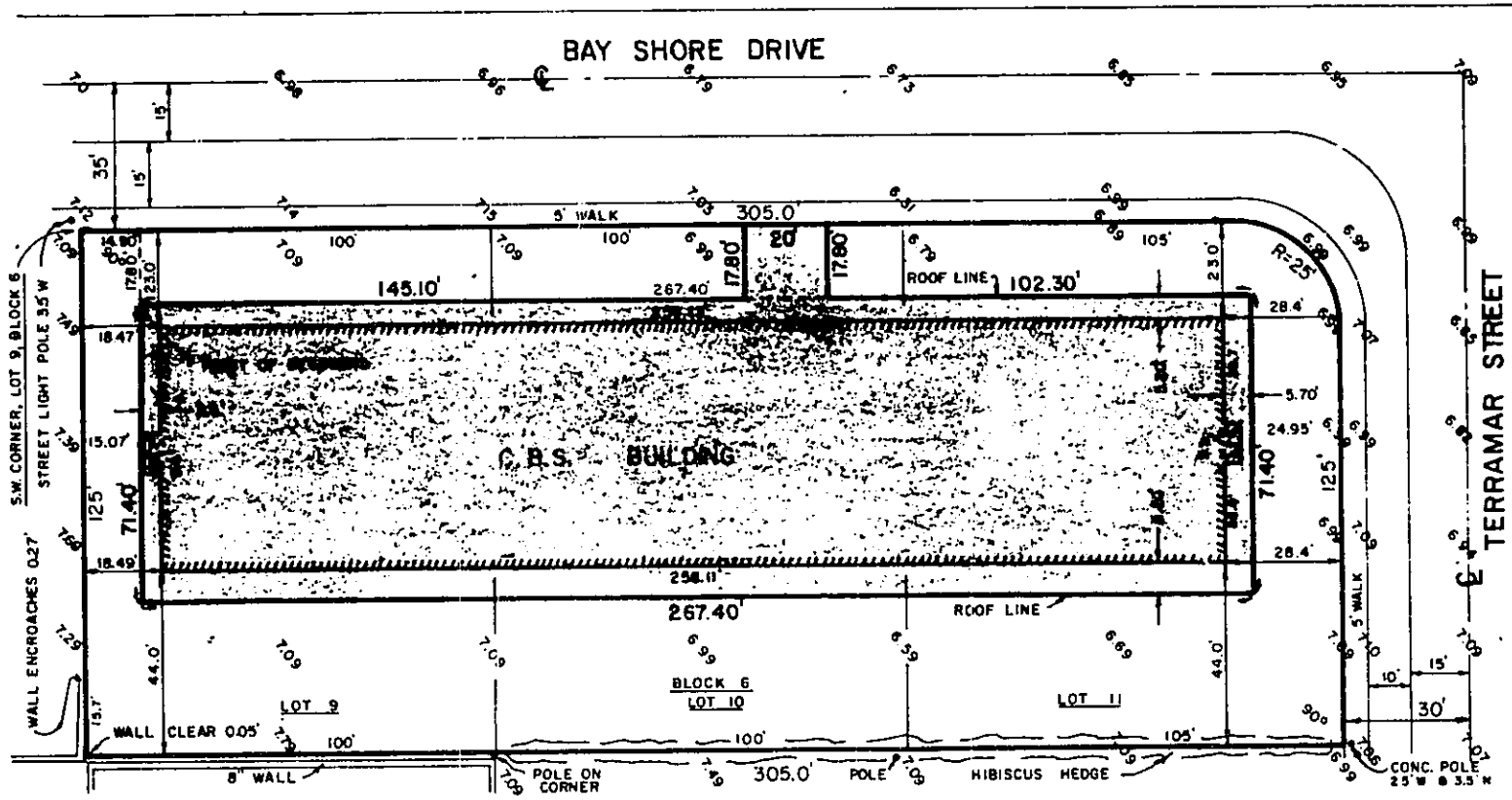
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

SEE 4189 PAGE 517

ATTACHMENT A, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



CERTIFICATE:

I hereby certify that the shadowed area on this survey accurately shows the location of the Bayshore Embassy Condominium and the ingress and egress thereto. The legal description of the condominium land appears hereon.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By: J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

CONDOMINIUM LAND AREA

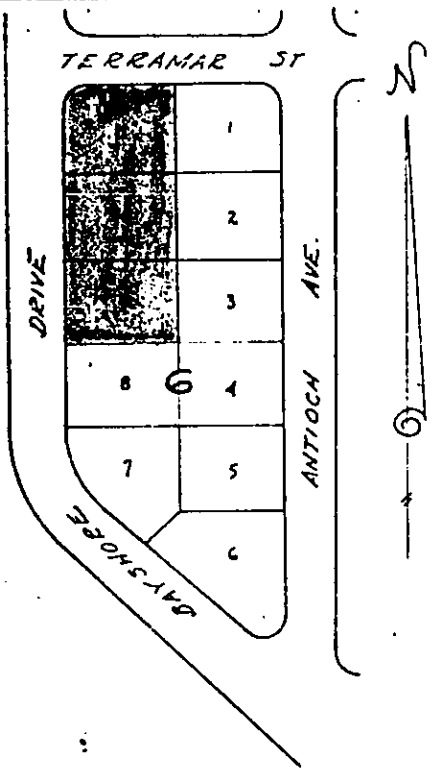
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10, thence Southerly along the said West line of Lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

OFF. REC. 4189 PAGE 518

KODAK SAFETY-A FILM A+



o Indicates Marker
Scale 1" = 40'

Note: Elevations based on assumed datum.

CERTIFICATE OF SURVEY

Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida.

FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

We hereby certify that we have this day completed a survey of the above described premises; that markers have been set as indicated and that this drawing is a true and correct delineation thereof.

Dated at Fort Lauderdale, Florida, this 6th day of June, 1957.

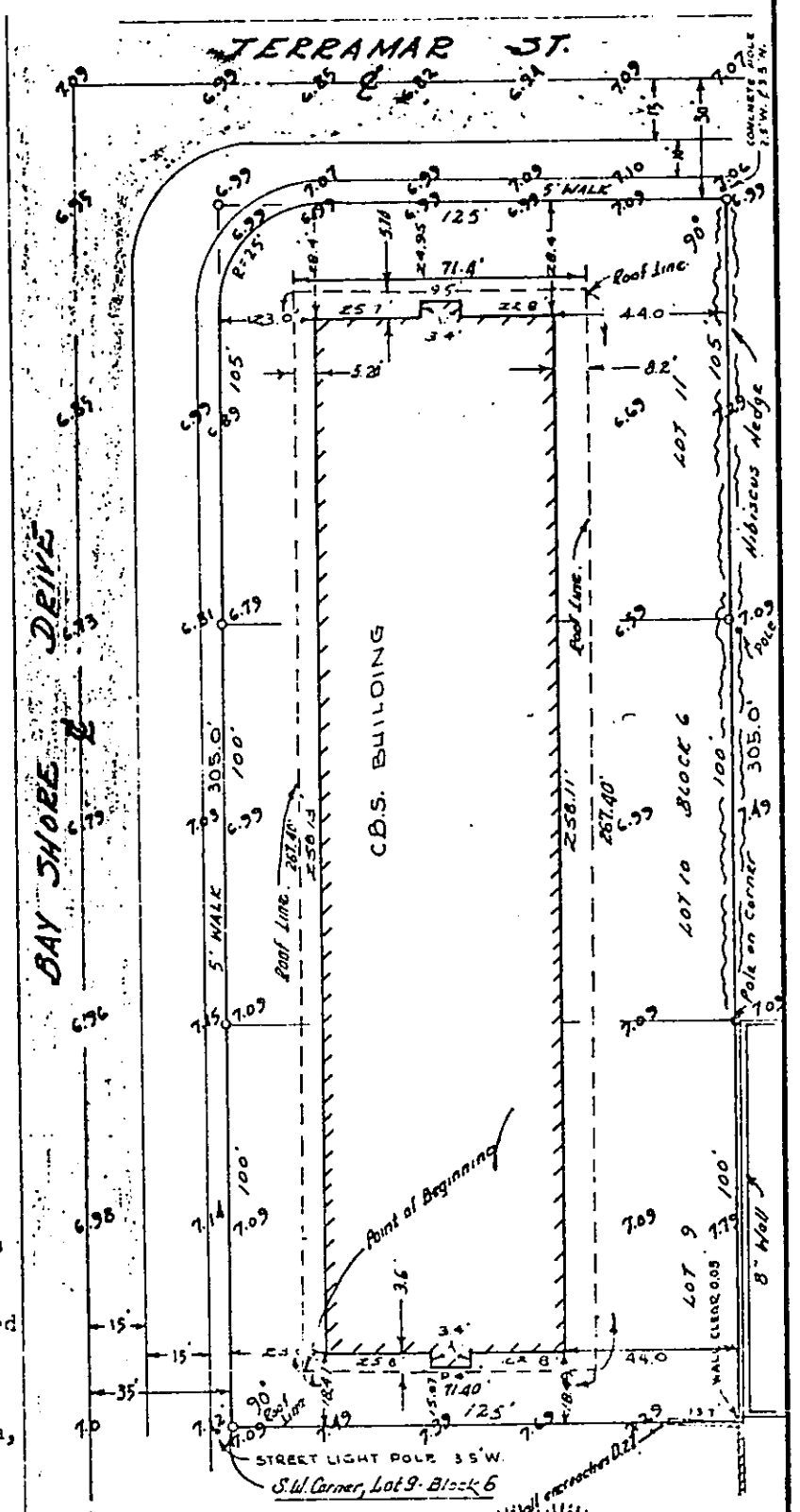
Re-Surveyed this 10th day of December, 1968, elevations not rechecked.

Building location made this 15th day of July, 1969.
Final building location made this 24th day of February, 1970.

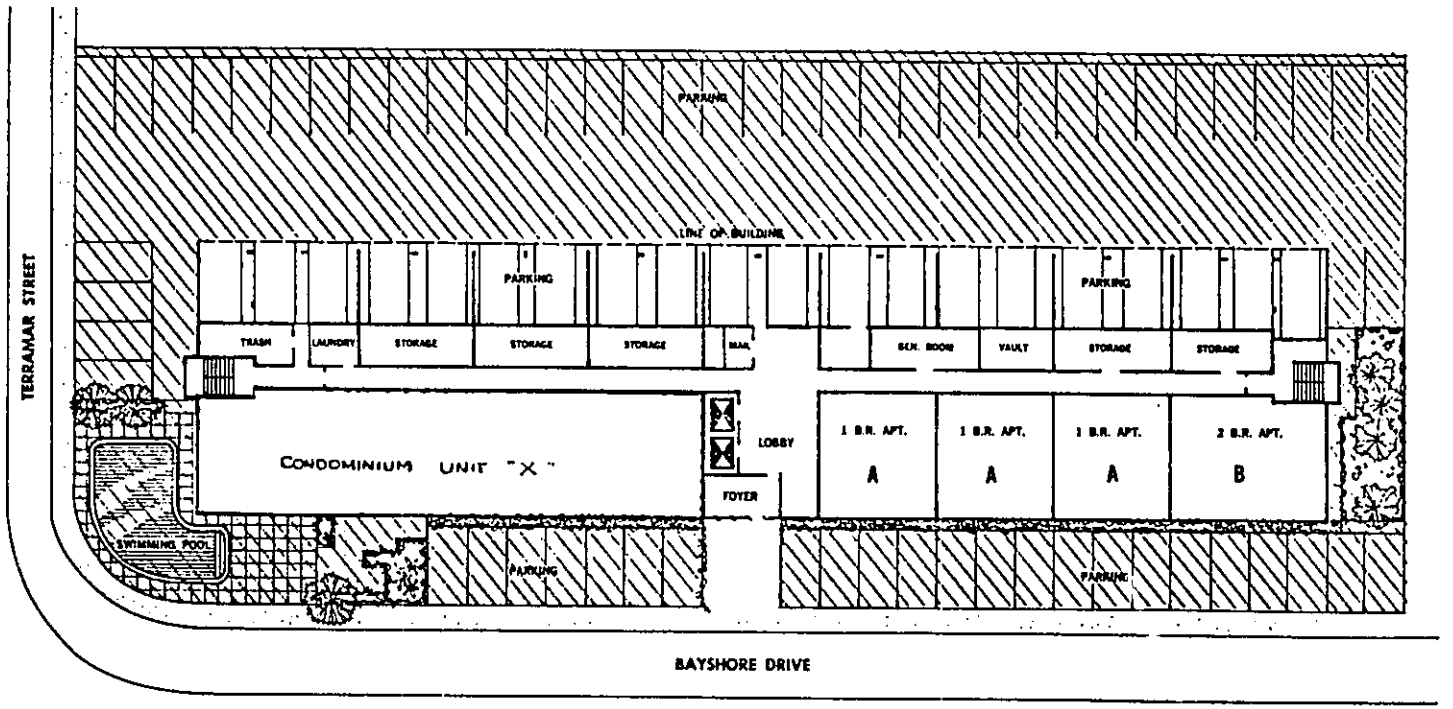
McLaughlin Engineering Co.

By: James M. McLaughlin
Registered Land Surveyor No. 2021
State of Florida

SURVEY AND SITE PLAN



OFF. REC. 4189 PAGE 519



GROUND FLOOR, GENERAL

CERTIFICATE:

I hereby certify that Ground Floor plan shows Condominium Unit "X" with reference to the foyer, the lobby, the elevator, the storage lockers, the apartments and other facilities on such floor.

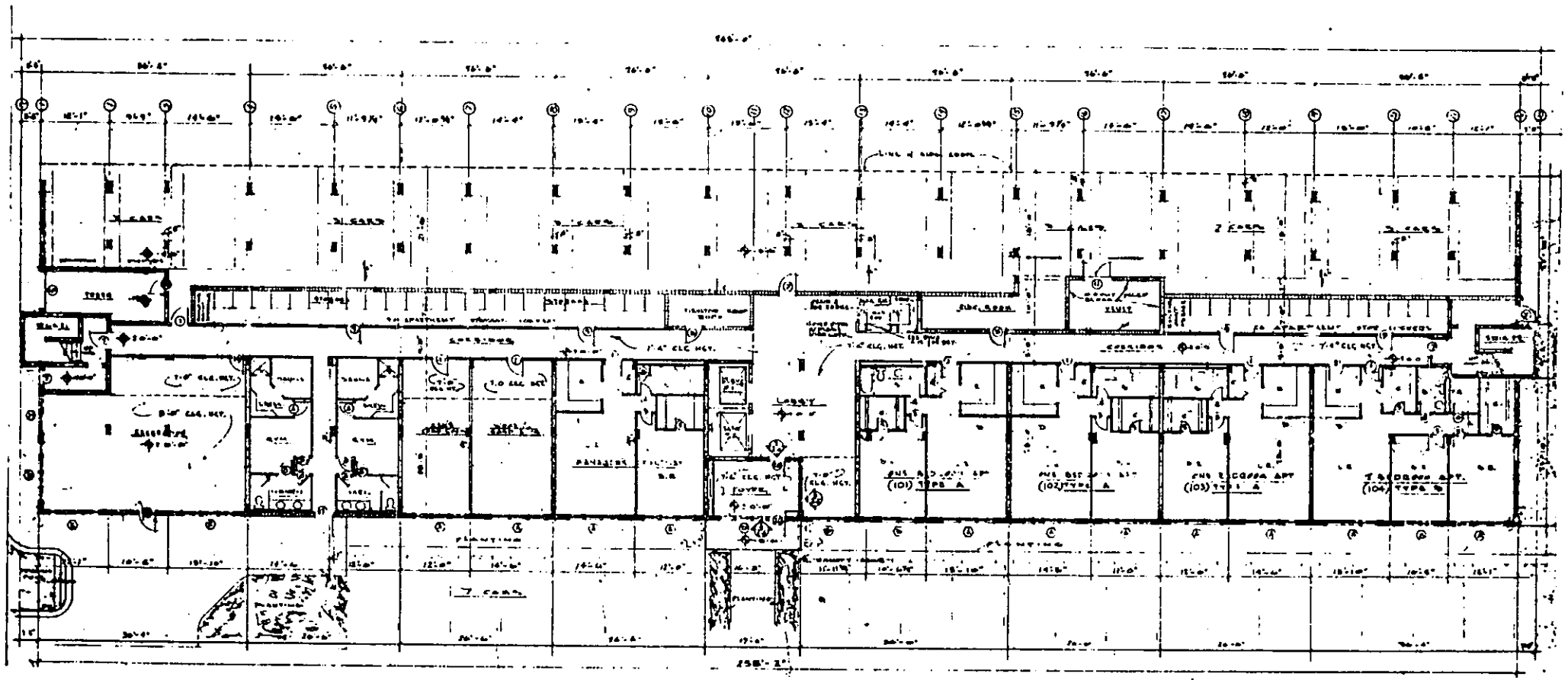
Dated: 4-13-79

Richard C. Reilly (SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

OFF. REC. 4189 PAGE 520

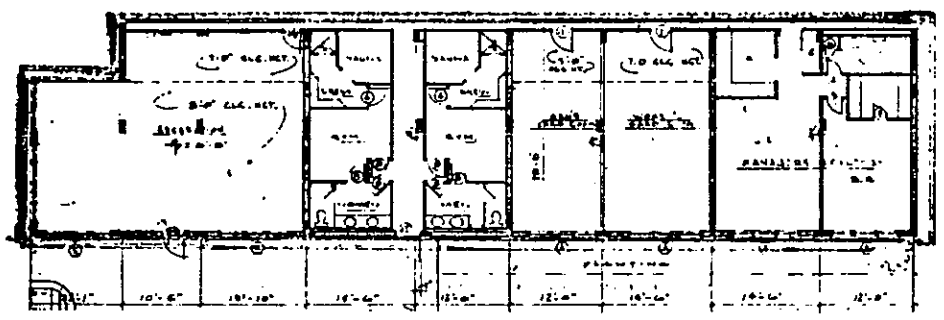


DETAILED GROUND FLOOR

REF 4189 PAGE 521

ATTACHMENT B, Page 4 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

CONDOMINIUM UNIT "X"



CERTIFICATE:

I hereby certify that the above represents Condominium Unit "X" as to size, shape and dimension.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

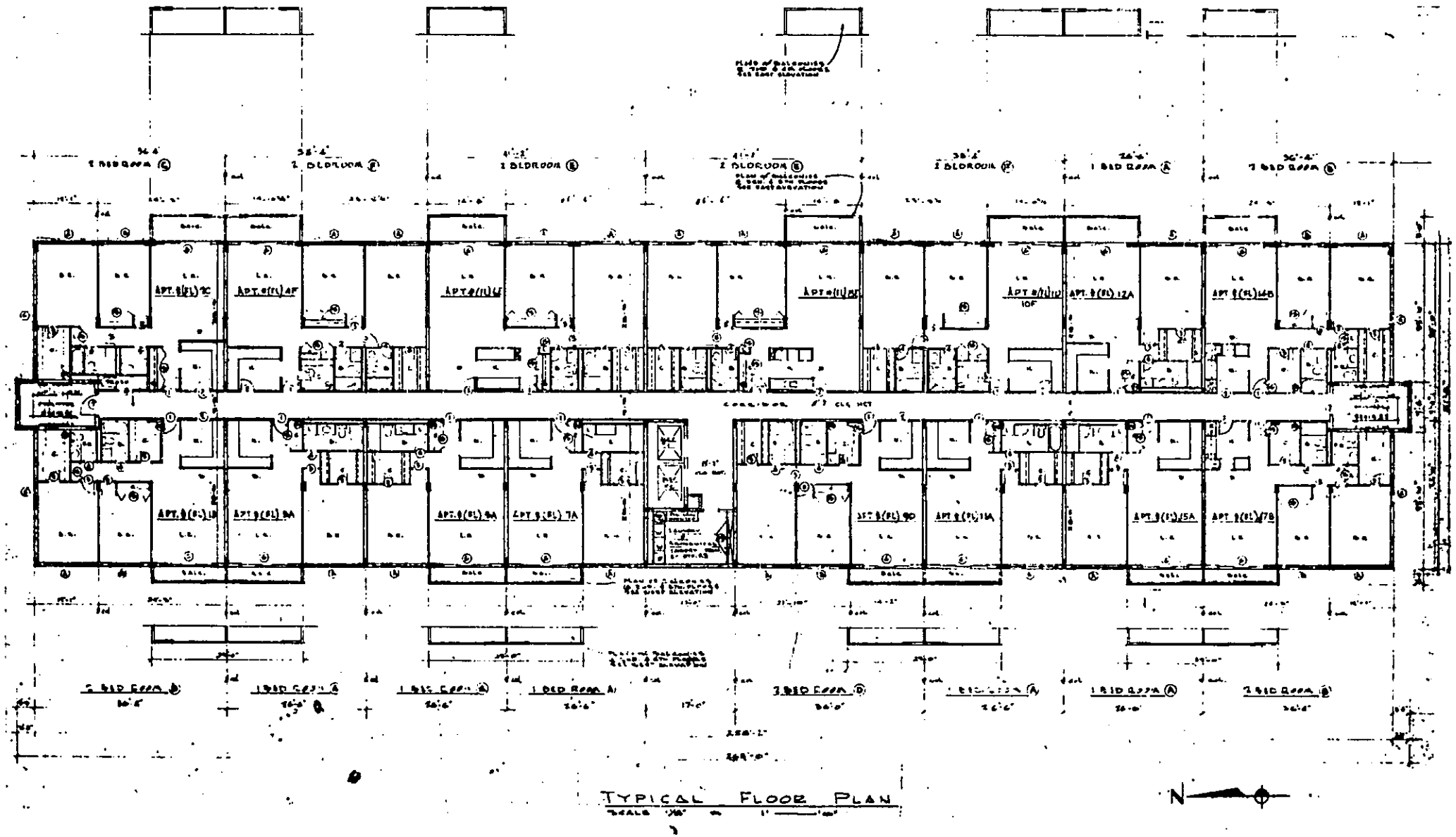
Certificate of Registration No. 2289

State of Florida

OR 4159 PAGE 522

ATTACHMENT B, Page 5 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN



TYPICAL FLOOR PLAN

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OFF REC 4189 PAGE 528

ATTACHMENT B, Page 6 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN

NOTES:

This floor plan is typical of all floors beginning with the second floor. All apartment types A, B, C, D, E and F are shown with dimensions and facility locations. Each floor contains end stairwells, two elevator openings, laundry facilities and fifteen (15) condominium living units. Apartments on all typical floors have three numerals and are numbered in sequence as follows: Beginning with the northwest apartment and moving south on the west side of the building the apartments' last two numerals run 01, 03, 05, 07, 09, 11, 15 and 17, with the first numeral being the floor number, as for example the 3rd floor apartments are numbered as follows: 301, 303, 305, 307, etc. Beginning on the northeast corner of the building and moving south on the eastern side of the building, the last two digits of the apartments are even numbered. the northeast corner apartment is numbered 02, and the southeast corner is numbered 14, with 04, 06, 08, 10, and 12 in between in order. Thus typical floor four is numbered 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417. There are no apartments with 13 or 16 as the last two (2) digits.

CERTIFICATE:

This typical floor plan of the Bayshore Embassy accurately reflects and sets forth the size and dimension of each apartment and the location of all apartments and their number designation with reference to each other.

Dated: 4-13-70

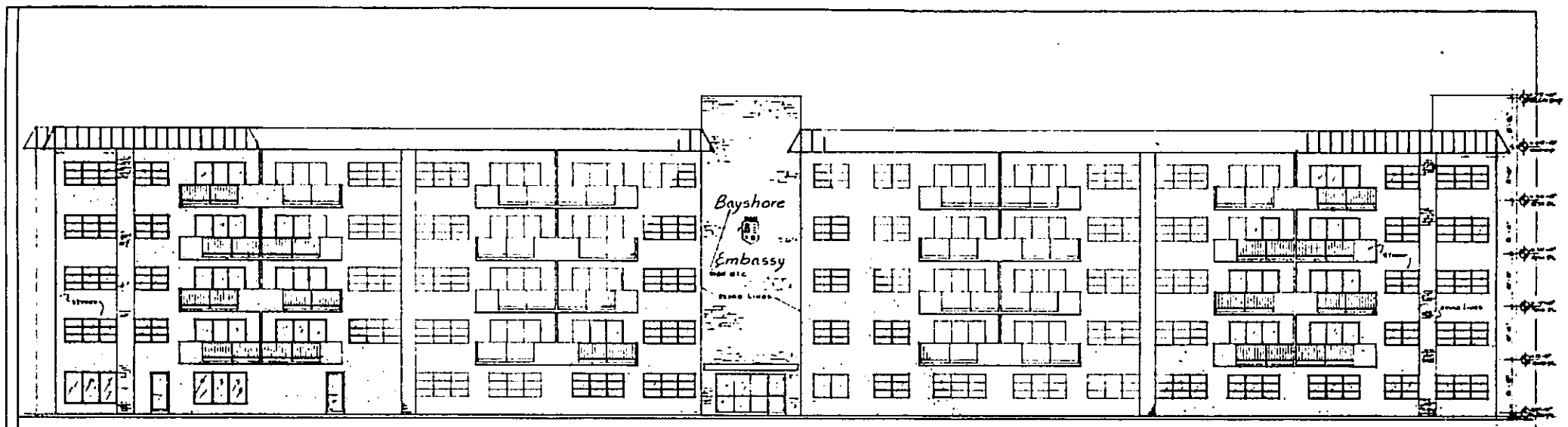
(SEAL)

Richard C. Reilly, Architect

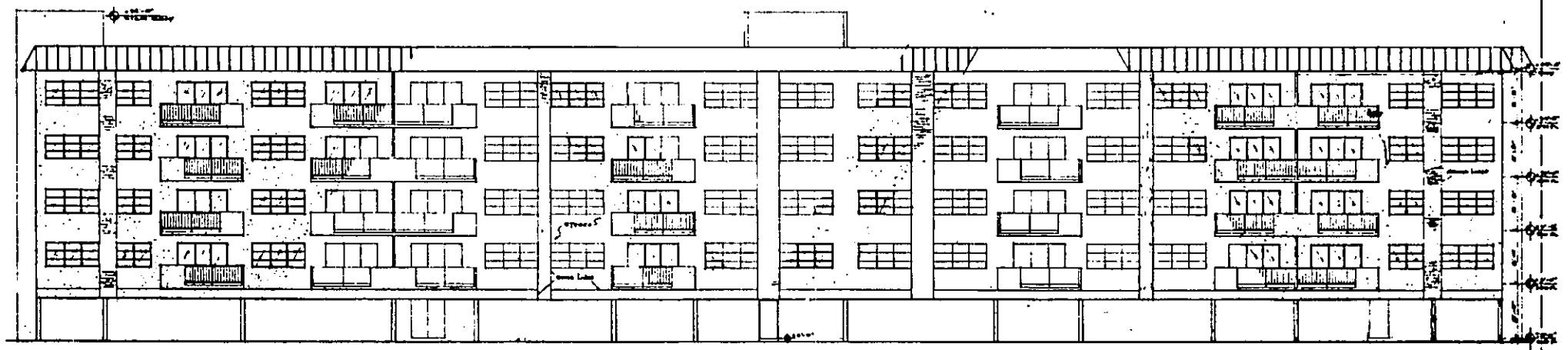
Certificate of Registration No. 2289

State of Florida

OFF 4189 PAGE 524



WEST END ELEVATION



EAST END ELEVATION

OFF. REC. 4189 PAGE 525

ATTACHMENT B, Page 8 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

EAST END ELEVATION

WEST END ELEVATION

NOTE:

All Elevations are measured from ± 0' - 0" for architectural drawings, the same being, nevertheless 6.50 feet above mean sea level. Ground floor level is shown as 0' - 0"; first floor level is 8' - 8"; second floor level is 17' - 4"; third floor level is 26' - 0"; fourth floor level is 34' - 8"; fifth floor level is 42' - 4"; stair roof level is 52' - 0".

CERTIFICATE:

The East and West End Elevations accurately reflect the exterior view and floor elevations of the condominium building.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

SEE 4189 PAGE 526

ATTACHMENT C, Page 1 of 2 Pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

LAND LEASE DESCRIPTION

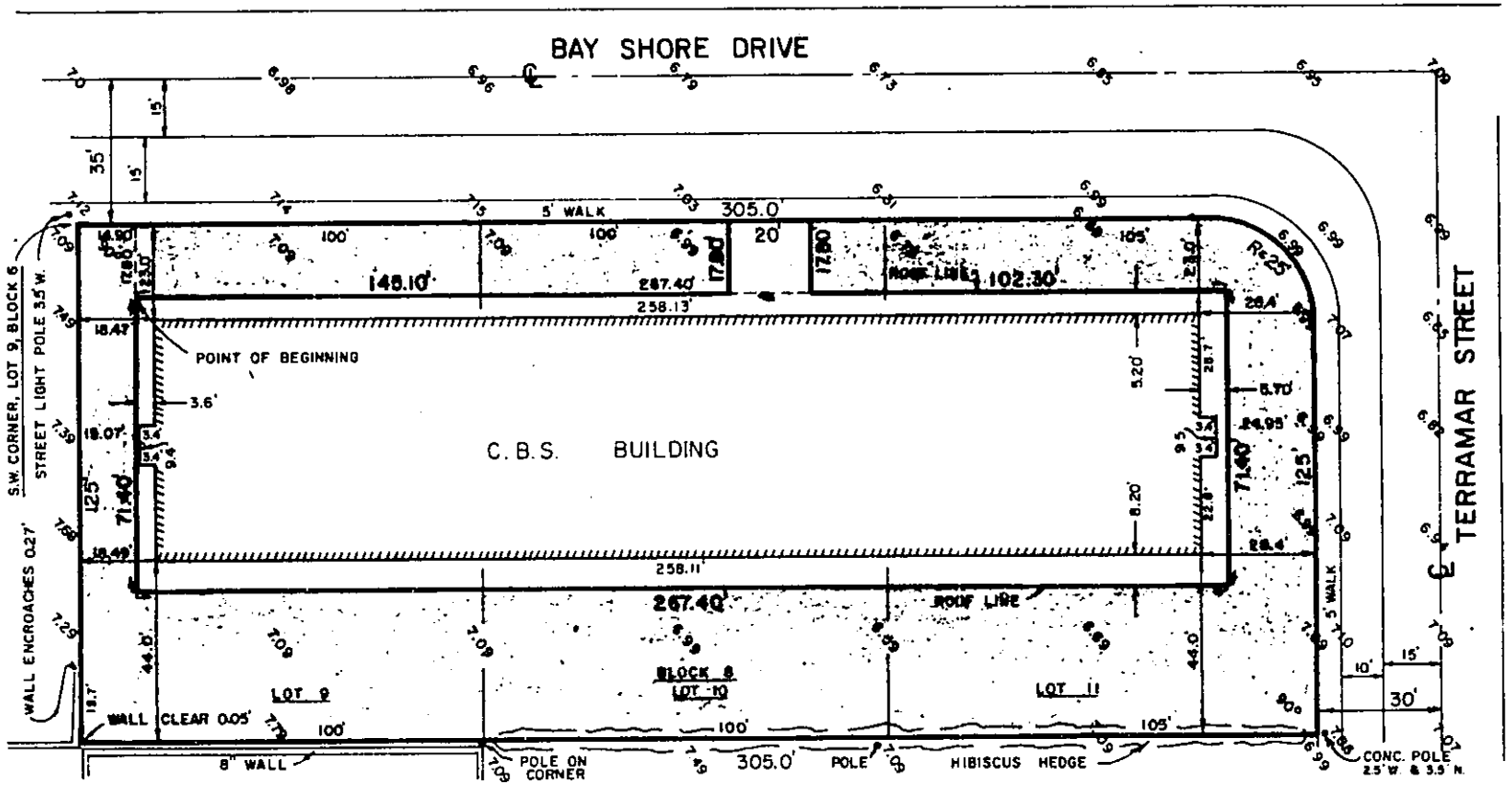
All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

OFF 4189 PAGE 527

ATTACHMENT C, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



1" = 40' N

LEASED AREA

NOTE:
The shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page I of Attachment C.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page I of Attachment C.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

OFF. 4189 PAGE 528

CERTIFICATE OF ARCHITECT

RICHARD C. REILLY, Architect, 3100 E. Oakland Park Boulevard, Fort Lauderdale, Florida, does hereby certify as follows:

(1) That I am the architect for BAYSHORE EMBASSY CONDOMINIUM Building, being authorized to practice in the State of Florida, and have a Certificate of Registration No. 2289.

(2) That the wording of the Declaration of Condominium of BAYSHORE EMBASSY CONDOMINIUM, together with the attachments thereto as exhibits, and specifically Exhibit "B", pages 1 through 8, is a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

(SEAL)
Richard C. Reilly, Architect
Certificate of Registration No. 2289
State of Florida

Dated: 4-13-70

OFF 4189 PAGE 529

ATTACHMENT D

MISCELLANEOUS ATTACHMENTS - A PART OF THE DECLARATION OF CONDOMINIUM OF THE BAYSHORE EMBASSY CONDOMINIUM

1. Articles of Incorporation of Bayshore Embassy Condominium, Inc.
2. By-Laws of Bayshore Embassy Condominium, Inc.
3. Lease.
4. Designation of Agent.

OFF 4189 PAGE 530

ARTICLES OF INCORPORATION
OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

We, the undersigned, do hereby associate ourselves pursuant to Chapter 617, Florida Statutes, 1965, into a corporation not for profit, and to that end we do, by this Certificate of Incorporation, set forth information as follows:

ARTICLE I

NAME AND POST OFFICE ADDRESS

The name of this corporation shall be BAYSHORE EMBASSY CONDOMINIUM, INC. For ease of identification, this corporation shall hereinafter in these Articles be designated as "the Association." The post office address of this corporation shall be 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE II

POWERS AND PURPOSES

The general purpose for which the Association is organized and formed is as follows:

A Condominium has been formed on certain properties in Broward County, Florida, and this Association shall be the entity responsible for the operation of the Condominium.

This Association shall have all of the powers specifically designated for corporations not for profit as set forth in Chapter 617, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. In addition, the Association shall have all powers set forth in Chapter 711, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. By way of illustration, but not in limitation, the Association shall have the following powers:

(a) The irrevocable right to access to each Condominium unit from time to time during reasonable hours, as is necessary for maintenance, repair or replacement of the common elements therein or accessible therefrom, or for making emergency repairs therefrom or therein necessary to prevent damage to the common elements or to any unit or units.

(b) To collect assessments, rents, charges, and other monies necessary for the proper maintenance and operation and common good of the Condominium.

(c) To expend necessary monies for and in behalf of the Association and for the benefit of the Association.

(d) To maintain accounting records according to good accounting practices.

(e) To enter contracts for and in behalf of the Association.

(f) To sue and to accept service of process on behalf of the Association.

(g) To make and amend regulations governing the use of the Condominium property and to enforce in any manner necessary and proper the provisions of all Condominium documents, including these Articles, By-Laws and other rules and regulations from time to time existing which relate to the Condominium property.

ARTICLE III

MEMBERSHIP

Membership in the Association shall consist of all owners of Condominium units located in the Condominium which this Association shall operate, and no others. Membership in the Association shall be deemed automatic upon the recording in the Public Records of Broward County, Florida of a deed or other instrument establishing ownership of a condominium unit. A copy of such deed shall be furnished to the Secretary of the Association in order for the new owner to be designated a member and the old owner of the condominium unit to be removed from membership.

ARTICLE IV

EXISTENCE

This Association shall exist perpetually.

ARTICLE V

SUBSCRIBERS

The names and post office addresses of each subscriber to these Articles of Incorporation are as follows:

Name	Address
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Hazel M. Golden	1371 S.E. 7th Avenue Pompano Beach, Florida

ARTICLE VI

OFFICERS

The Officers who shall conduct the affairs of the Association, and who shall be elective by the Board of Governors of the Association, shall be a President, a Vice-President, a Secretary and a Treasurer. These officers shall serve for a period of one year unless sooner removed or disqualified, pursuant to By-Laws of the Association. The names of the officers who are to serve until the first annual election by the general membership are as follows:

President	Charles A. Micheli 133 N. Pompano Beach Blvd. Pompano Beach, Florida
Secretary and Treasurer	William Gundlach 1040 Bayview Drive Fort Lauderdale, Florida

RE 4189 PAGE 531

ARTICLE VII

BOARD OF GOVERNORS

(a) The Board of Governors of this Association shall be elected annually by the general membership and shall consist of a minimum of three (3) and a maximum of seven (7) persons. The exact number of members of the Board of Governors shall always be odd in number and shall be determined by the By-Laws. In the absence of such determination they shall be three in number.

(b) The first Board of Governors shall consist of the following persons:

George S. Davis	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida

(c) Until such time as the Developer of the Condominium shall have sold seven-eighths of the units in the Condominium, the Developer shall have the right to elect a majority of members of the Board of Governors, which members need not be residents of the Condominium, nor members of the Association. Likewise, until each apartment be sold one time, the Developer shall have the complete right, without association, Condominium or other approval, to determine to whom the apartment is to be sold and to make such sale.

ARTICLE VIII

BY-LAWS AND AMENDMENTS TO ARTICLES OF INCORPORATION

The By-Laws of the Association may be made, altered or rescinded at any regular meeting of the members of the Association by a two-thirds vote of the Members present and voting. These Articles of Incorporation may be amended at any regular general meeting of the Association by a three-fourths vote of the members present and voting, excepting Article VII (b) above, which may not be altered in any manner whatsoever. Written notice of the proposed changes or additions to the By-Laws and Articles of Incorporation shall be given to each Member of the Association at least ten (10) days prior to the meeting at which the proposed changes or alterations will be made, and a copy of the proposed changes or alterations shall be included in the written notice and only after prior approval of a majority of the Board of Governors.

Initially, the By-Laws of the Association shall be adopted by the Board of Governors.

ARTICLE IX

INDEMNIFICATION

There shall be no personal liability of any Governor for action taken by said Governor for and in behalf of the Association and, accordingly, every Governor and every officer of the Association shall be indemnified and held harmless by the Association against and for all expenses and liabilities, including reasonable attorneys' fees and Court costs, which may be incurred or imposed upon him by reason of any matters relating to the Association, which claim, demand, expense or liability arose by virtue of his being or having been a Governor or officer of the Association.

IN WITNESS WHEREOF we, the undersigned subscribers, have this eighteenth day of December, 1968, signed our names in Broward County, Florida.

/s/ William Gundlach
William Gundlach

/s/ Charles A. Micheli
Charles A. Micheli

/s/ Hazel M. Golden
Hazel M. Golden

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, CHARLES A. MICHELI and HAZEL M. GOLDEN, to me known to be the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Fort Lauderdale, Broward County, Florida, this eighteenth day of December, A.D. 1968.

/s/ Phyllis A. Heacock
Notary Public

My commission expires:
Aug. 6, 1969

(Notarial Seal)

OFF REC 4189 PAGE 532

BY-LAWS OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

ARTICLE I.

NAME AND LOCATION

Section 1.. The name of this Association shall be

BAYSHORE EMBASSY CONDOMINIUM, INC.

Section 2. The principal office of the Association shall be in the City of Fort Lauderdale, Broward County, Florida, at 550 Bayshore Drive. The Association may have offices at such other place as the Board of Governors may from time to time determine or the Association may from time to time require.

ARTICLE II.

Section 1. These By-Laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes, 1967 and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium Association. The Condominium which the Association shall govern is designated "Bayshore Embassy Condominium" located at 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE III.

MEMBERS

Section 1. As is set forth in the Charter of The Association, the membership of BAYSHORE EMBASSY CONDOMINIUM, INC. shall consist of the Condominium unit owners who shall have recorded title in their names.

ARTICLE IV.

MEETINGS

Section 1. The annual meeting of the members of the Association shall be held on the day of of each year at o'clock M. in the condominium building or at such other place or places as the Board of Governors may from time to time direct.

Should the date for such annual meeting fall on a Sunday or a holiday, the meeting shall be held on the next day following the Sunday or holiday. At the annual members' meeting, the members shall fill, by plurality vote and by written ballot, the vacancies created by the expiring terms of the Board of Governors. The owner of each of the sixty-four (64) condominium units shall have one vote, there thus being a total of sixty-four (64) votes to be cast. There shall not be cumulative voting. The members shall also transact any other business as may properly be brought before said meeting.

Section 2. At least ten (10) days before the election of Governors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination of all members so that every one shall be familiar with the persons entitled to vote at said meeting.

Section 3. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statutes or by the Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Governors, or at the request in writing of fifty per cent (50%) of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subjects stated in the Call and Notice Meeting.

Section 4. Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting, except in the case of a special meeting, where there shall be a five (5) day allowable minimum notice.

Section 5. A majority of the total number of members of the Association, present in person or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any properly called meeting of the Members, the Members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

Section 6. When a quorum is present at any meeting, the vote of the majority of the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Statutes of the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

Section 7. At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing, which proxy instrument shall be subscribed by such member and bear a date not more than ninety (90) days prior in point of time to said meeting, unless the instrument specifically provided upon its face for a longer period of time within which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting. The owner of each of the sixty-four (64) condominium units is entitled to cast one (1) vote for each unit owned, thus making a maximum possible vote of sixty-four (64). If ownership to said unit rests in two or more names, only one vote can be cast and this must be by unanimous consent of the owners of said unit. If the owners of a unit, if there be more than one, cannot agree on how to vote, such condominium unit shall lose its vote for the particular item voted upon, as there can be no split or fractional voting. If title to the condominium unit is held in the joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. If title to the condominium unit is held in the name of a corporation such officer as may be designated by corporate resolution shall be entitled to vote for and in behalf of the corporation,providing such resolution be filed with the Secretary of the Association at least ten days prior to any meeting. If two or more condominium units are joined together by one owner as one large condominium living unit, such owner shall have one vote for each condominium unit so joined, and should such joined condominium units thereafter be separated, one vote shall go with each separate unit.

Section 8. The transfer book of the Association shall be closed for a period of ten (10) days against any transfer immediately preceding any meeting of the Association, and only those owners properly registered therein shall be entitled to vote at said meeting. The transfer book shall again be re-opened after said meeting has been finally adjourned.

ARTICLE V.

BOARD OF GOVERNORS

Section 1. The condominium property, the business and all affairs of the Association shall be managed by a Board of Governors. The Charter of the Association provides for a Board of Governors of between three (3) and seven (7), the exact number to be determined by the By-Laws. Determination is hereby made for the number to be three (3) so long as the Developer has the right to select the Governors as herein set forth, after which the number shall automatically be increased to seven (7). The first Board of Governors, (and its successors where applicable) shall consist of three (3) persons, each of whom shall be designated and appointed by the Developer. Such Board shall continue to hold office until the Certificate of Occupancy has been issued for a period of six (6) months for the entire building, unless the Developer sooner waives this right in writing and the appointed Board resigns and the successor seven (7) members Board of Governor is elected and qualified as is herein provided. The three (3) man Board of Governors need not be owners of condominium units, nor residents of the condominium, nor members of the Association.

When the first seven (7) member Board of Governors is elected from among the members, all shall serve a term of one (1) year excepting the three (3) members receiving the highest number of votes, who shall hold office not only until the next succeeding annual meeting of the members, but shall thereafter hold over for one (1) additional term until the then following annual meeting. Excepting the first Board of Governors and their successors as appointed by the Developer, as aforesaid, upon the transfer or sale of the Governor's condominium unit, a Governor shall be deemed to have automatically resigned. Of the permanent Board of Governors, it shall be a requirement that at least two (2) of the Governors be permanent residents of the condominium, occupying their apartments for at least ten (10) out of any twelve (12) consecutive months.

Section 2. Excepting the first Board of Governors and their successors, who are appointed by the Developer, and excepting part of the first Board of Governors elected from among the members, the Governors shall be elected for a two year term, as hereinafter set forth. Each member shall be entitled to one (1) vote for each Governor to be elected to the Board of Governors. There shall not be cumulative voting. The Board of Governors shall be elected by a plurality vote. The first seven man Board shall hold office from the date of their election until the next annual meeting,at which time the terms of the four Governors who received the least number of votes when elected shall expire and the members shall elect four (4) replacements to the

OFF 4189 PAGE 533

Board. Board members may succeed themselves to their expired positions. At the next annual meeting, the term of the three (3) holdovers shall expire and the general membership shall again, by plurality, elect three (3) replacements to the Board. Thereafter the procedure of electing four (4) Board members one year and three (3) Board members the next in order to insure continuity of leadership, shall be repeated.

Section 3. If the office of any Governor or Governors becomes vacant for any reason whatsoever, the majority of the remaining Governors shall choose a successor of successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. The Governors may hold their meeting and keep the books of the corporation at the office of the Association in the City of Fort Lauderdale, Florida, or at such other places as they may from time to time determine.

Section 5. The annual meeting of the Board of Governors shall be held immediately following the adjournment of the annual members' meeting at the same location as the members' meeting.

Section 6. Special meetings of the Board of Governors, to be held at Bayshore Embassy Condominium, may be called by the President, and in the absence of the President by the Vice-President, or by the full membership of the Board of Governors. By unanimous consent of the Governors, a special meeting of the Board of Governors may be called without notice at any time and place.

Section 7. Notice of the annual meeting shall be in writing and shall be mailed to each Governor by the Secretary of the Association at least ten (10) days prior to the time fixed for the meeting. Notice of any special meeting shall be mailed to each Governor by the Secretary at least five (5) days previous to the time fixed for the meeting, except as in hereinabove provided. All notices of special meetings shall state the purpose thereof.

Section 8. A majority of the authorized number of Governors shall be necessary to consititute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Governors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Governors, unless a greater number be required by law or by the Articles of Incorportion.

Section 9. The Governors shall elect the officers of the Association at the annual Governor's meeting, such officers to be a President, Vice-President, an Executive Vice-President, a Secretary and a Treasurer. An officer may be removed at any time by a 5/7ths vote of the full Board of Governors, with or without cause and with or without notice. All Governors excepting the first Board and their successors as appointed by the Developer, shall be owners of a condominium unit. The President of this Association, when elected by a Board of seven Governors, must be a Governor and a permanent resident in the condominium. Any candidate for the office of President must declare to the Board of Governors prior to election that he is a permanent resident and intends to be in residence most of the time during his term of office.

Section 10. As is set forth in Section 1, all the affairs of the Association shall be managed by the Board of Governors and, accordingly, all powers and duties shall center therein. The Board of Governors shall, among other duties, carry out the following:

(1) Make rules and regulations respecting the use of the condominium property;

(2) Interview, investigate, approve or disapprove of proposed purchasers and lessees of condominium units;

(3) Make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the condominium property or for such other purposes as shall fall within the general powers of the Board of Governors;

(4) Enter contracts on behalf of the condominium to employ necessary personnel, and carry out all functions and purposes of the condominium;

(5) Satisfy all liens against the condominium property, and pay necessary expenses connected therewith.

Section 11. Although the Board of Governors shall have the right to approve and disapprove proposed condominium unit leasing, such right shall exist only with regard to condominium units which have been initially sold once by the Developer and shall not apply to any condominium units which shall be owned by the Developer of the condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgagee on the condominium unit should such institutional mortgagee acquire the condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by condominium owner of the condominium unit in lieu of foreclosure. The Developer and such institutional mortgage shall have the unrestricted right to lease or sell any unit it shall own to any person without obtaining the consent of the Board of Governors as to the approval of the Purchaser or Lessee.

Section 12. No fee or other compensation shall be paid to any member of the Board of Governors at any time except by specific corporate resolution.

Section 13. A member of the Board of Governors may be removed from office at any time during his term, either with or without cause, by a vote at a regular or special meeting of the members of sixty per cent (60%) of the total membership of the condominium, providing, however, such shall not apply to the first Board of Governors so long as it shall consist of only three (3) members.

Section 14. Upon the death, resignation, removal, withdrawal or incapacity of a member of the Board of Governors, the remaining members of the Board of Governors shall appoint a successor to serve the remainder of the term of such member affected.

ARTICLE VI.

OFFICERS

Section 1. The officers of this Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, or a Secretary-Treasurer, each of whom shall be elected for the term of one (1) year and shall hold office until their successors are duly elected and qualified. The first officers of the Association shall be appointed by the Developer of the condominium. No one shall be eligible to serve as both President and Secretary or Vice-President and Secretary.

Section 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Governors. He shall be the ex-officio member of all standing committees and shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Governors are carried into effect. He shall sign all written contracts of the Association and shall sign all checks issued by the Treasurer, in addition to the Treasurer's signature, which shall also be required on all checks. He shall execute all contracts requiring a seal, under the seal of the Association. Additional powers of the President may from time to time be designated by the Board of Governors.

Section 3. The Vice-President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Governors may prescribe.

Section 4. The Secretary shall attend all sessions of the Board of Governors and all meetings of the members, and report all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for standing committees when required. He shall give or cause to be given, notice of all meetings of the members and special meetings of the Board of Governors, and shall perform such other duties as may be prescribed by the Board of Governors or the President under whose supervision he shall be. He shall keep in safe custody the seal of the Associaiton, and, when authorized by the Board of Governors, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature. The Secretary shall also perform all other duties as are incident to his office.

Section 5. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in books belonging to the Association. He 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 of Governors. He shall disburse the funds of the Association as may be ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Governors at the regular meetings of the Board of Governors, or whenever they may require, an account of all his transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond when required by the Board of Governors, in such sums and with such securities as the Board of Governors may require, conditioned upon the faithful performance of the duties of his office. In addition, the Treasurer shall countersign all checks and expenditures with the President which shall be made by the Association.

Section 6. An officer shall receive no compensation for services rendered to the corporation unless the same be specifically set and established by a corporate resolution of the general membership.

Section 7. An officer may be removed either with or without cause by an affirmative vote of 5/7ths of the Board of Governors at a special or regular meeting.

Section 8. Any officer who shall die, be removed, resign, sell his unit or become incapacitated, shall be replaced by the appointment by the Board of Governors of a successor to serve during and for the remainder of said officer's unexpired term.

ARTICLE VII.

INDEMNIFICATION OF GOVERNORS, OFFICERS AND EMPLOYEES

Section 1. The Association shall indemnify any Governor, officer, or employee, or former Governor or employee of the Association, or any person who may have served at its requests as a Governor, officer or employee, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Governor, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association may also reimburse any Governor, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Governors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Governor, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification, and reimbursement shall not be deemed exclusive of any rights to which such Governor, officer, or employee may be entitled under any By-Law, agreement, vote of owners of condominium units, or otherwise.

RECORDED
4189 PAGE 534

ARTICLE VIII.

FINANCE

Section 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Governors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

Section 2. The fiscal and accounting year of this Association shall be fixed by resolution of the Board of Governors of this Association. In absence of a specific designation by the Board of Governors, the accounting and fiscal year of this Association shall be deemed to begin January 1st of each year and end December 31st of the same year.

Section 3. Budget. The Board of Governors shall adopt a budget for each fiscal year of the Association. Such budget will contain estimates of the cost of operating the Association during such fiscal year and shall include all Common Expense items as may be set forth herein or items as may be designated as Common Expense in the Declaration of Condominium, these By-Laws, by resolution, or by other proper means, including but not being limited to the maintenance and operation of all common elements, such as the club room, storage facilities, ground and first floor common facilities, mezzanine, toilets, exterior walls, roof, lockers, pipes, ducts, hallways, walkways, and elevator, service areas and utility services; the cost of insurance of all types taken for the protection of the common areas and leased property, if any; taxes as levied; administration costs, and any other expense item inuring to the benefit, ratably, of all unit owners. All other expense items, although not designated as a common expense, which inure to and benefit all owners equally shall be assessed and charged to the owners as though it were a common expense. Also, the Board of Governors shall determine what assessment, if any, will be required for improvements, capital expenditure or other operations not included in theabove, which shall be included in the budget.

A copy of the proposed budget shall be submitted by the Board of Governors to each member on or before the fifteenth day prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter-year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condominium unit. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Governors shall take appropriate measures as may be allowable by law.

Section 4. The books of record of the Association shall be audited each year by a firm of certified public accountants and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

Section 5. All officers, Governors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

ARTICLE IX.

MAINTENANCE AND LEASE OF NON-CONDOMINIUM PROPERTY

Section 1. The owner of each of the sixty-four (64) condominium units at the time of purchasing his condominium unit designated the Association as agent to enter into and carry out the terms and conditions of a ninety-nine year lease on the property described in EXHIBIT "A" attached hereto and by reference made a part hereof.

All sixty-four (64) unit owners, acting together, have leased one hundred per cent (100%) of the property referred to in Exhibit "A". By the terms and conditions of said lease, the owner of each unit has agreed to cause the leased property and all improvements at any time located thereon to be adequately and properly maintained. The Association being the common agent and governing body for all the condominium units, each member designates the Association as its agent to maintain the leased property, as is more fully set forth in said lease. The owner of each unit shall pay to the Association the same percentage of the cost of the maintenance and upkeep of the leased property as such owner pays of the common expenses. The Association shall include such expenses in its budget as are set forth in Article VIII above, and shall assess the same to each unit owner in the manner as therein provided. In addition, each unit owner shall pay land lease rental to the Association, which shall then pay the combined rental for and in behalf of all Lessee-Condominium unit owners, to Lessor.

Section 2. It is a requirement of ownership of a condominium unit that each condominium unit purchaser designate Bayshore Embassy Condominium, Inc. as his agent to enter and carry out the terms and conditions of said lease and that said unit owner pledge his or her condominium unit as security for the lease performance. The undivided percentage interest which each unit owner obtains in the leased premises and the rental paid therefor is directly related to the type of the apartment unit purchased. No deed for condominium unit transfer shall be recorded and no deed will be effective until the Board of Governors shall have received a fully executed copy of the new purchaser's designation of agent and pledge.

MAINTENANCE AND REPAIRS OF CONDOMINIUM PROPERTY

Section 1. Access. Any officer of the Association or any agent of the Board of Governors shall have the irrevocable right, during reasonable hours and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs or replacement of the common elements or limited common elements, either therein or accessible therefrom.

Section 2. Every unit owner must perform and execute all necessary maintenance and repair work in his own unit which would affect the condominium property if left unattended, and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their apartments, nor shall the Board of Governors cause or allow alterations or substantial additions to be made to the common elements or limited common elements except upon affirmative vote of two-thirds of the unit owners in the condominium at any regular or special meeting called for such purpose.

Section 3. In order to preserve a uniform and homogenous outside appearance, there shall be no alterations, changes, additions or other modifications, either permanent or temporary, in any manner whatsoever to the exterior of the building, by any unit owner, nor shall said unit owner make any alterations to the portions of the improvement to the condominium which are maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit, or impair any easement or violate any restrictions, without first having the approval of two-thirds of all of the owners of the condominium apartments in writing. This provision shall include prohibition against sun shutters and storm shutters.

ARTICLE XI.

DEFAULT

Default or violation under By-Laws, Declaration of Condominium, House Rules, or Corporate Charter by any unit owner shall entitle the Association or other unit owners to such legal remedies as may now or hereafter be available, including by way of illustration, foreclosure, ejectment, damages or injunction. Should a defaulting unit owner be adjudged by a court of competent jurisdiction to be in default, said owner shall pay to the Association or to such other unit owner who may have brought the action, all costs and expenses incident to such suit, together with reasonable attorneys' fees as shall be set by the court.

ARTICLE XII.

PARKING

At the time of the purchase of member's unit, member was irrevocably assigned the parking space bearing the same number designation, as purchaser's condominium unit. The condominium unit owner has the right to let any one use his parking space, but nothing herein shall be construed to allow a transfer or separation of the parking space and the unit bearing the same number designation. The parking area is declared to be a common expense and the expenses incident to the same shall be divided among the several unit owners as are other common expenses. Parking spaces are for passenger automobiles only and no boats, trucks, trailers or other vehicles or objects shall be placed in or around the parking space assigned.

ARTICLE XIII.

AMENDMENT OF BY-LAWS AND DECLARATION OF CONDOMINIUM

The Declaration of Condominium and these By-Laws shall be altered, amended, added to or modified only in the following manner:

A proposed amendment to either the Declaration of Condominium or the By-Laws may originate by a written petition signed by fifteen per cent (15%) of the general membership of the condominium setting forth the proposed change or addition, which petition shall be submitted in writing to the Board of Governors, or a proposed change or amendment may originate with any member of the Board of Governors. In either case, the proposed amendment shall be submitted in writing to the Board of Governors who shall act upon the same within thirty (30) days of its presentment in writing to them.

OFF 4189 PAGE 535

Within sixty (60) days after approval of the proposed amendment or addition by 5/7ths of the Governors, in its original or in an altered form, the President of the Association shall call a special meeting of the general membership of the Association for the purpose of voting upon the proposal. Thirty (30) days prior to the special meeting at which the amendment or alteration is to be considered, written notice of the purpose of the meeting together with a copy of the proposed change, shall be given to each member in the manner required by these By-Laws for special meetings.

In order for such amendment, alteration, addition, modification or change as proposed for the By-Laws or the Declaration of Condominium to be passed, approval must be obtained from seventy-five per cent (75%) of the owners of condominium units. The amendment shall thereafter be placed in a form executed with the formality of a deed and recorded according to law in Broward County, Florida.

In the event the Board of Governors shall disapprove the proposed amendment as presented to it, nothing shall present the general membership, consisting of the condominium owners, from requiring a special meeting to be held, upon written request of fifty per cent (50%) of all unit owners, to consider such amendment or change. The President shall, upon receiving the request for a special meeting, thereafter proceed as though the amendment or change had been approved by the Board of Governors by a 5/7ths vote.

No amendment, change or addition to, or alteration or modification of any condominium document, shall abrogate any right of the Developer, the Lessor of the leased property or the original institutional mortgagee of any unit, as the case may be, as reserved in the Declaration of Condominium, these By-Laws, or the Lease above referenced. Nor shall any amendment, addition, alteration or modification change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights except upon one hundred per cent (100%) vote approval of all condominium unit owners.

ARTICLE XIV.

PARLIAMENT PROCEDURE

The Association, at all its meetings, shall be governed by Roberts Rules of Order as to procedure and order, unless otherwise directed or required by these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

These By-Laws were adopted on: January 2, 1969

by the first Board of Governors at Fort Lauderdale, Florida.

BAYSHORE EMBASSY CONDOMINIUM, INC.

(Corporate Seal)

By _____ President

Attest _____ Secretary

LEASE

THIS LEASE made and entered in the City of Fort Lauderdale County of Broward and State of Florida on this 2nd day of January 196 9 by and between WILLIAM GUNDLACH, Trustee, herein designated as "Lessor" party of the first part and BAYSHORE EMBASSY CONDOMINIUM, INC. a Florida corporation not for profit, herein called "Lessee", party of the second part. This is made for the benefit of the parties, their heirs, personal representatives, successors, and assigns, and for convenience reference is made to them in the singular number and neuter gender.

WITNESSETH:

WHEREAS, Lessor is the owner of certain property more fully hereinafter described, and

WHEREAS, Lessee is desirous of leasing from Lessor said property

NOW, THEREFORE in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, in accordance with the provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns, that certain property situate, lying and being in Broward County, Florida, as is more specifically described in Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belongings, or in any wise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due to the Lessor and owner by the Lessee herein), unto said Lessee, for a term of years as is hereinafter set forth in Paragraph I of this Lease.

Lessee states and Lessor acknowledges that Lessee in entering this Lease, is an agent acting collectively for each of the sixty-four condominium apartment unit owners in Bayshore Embassy Condominium, as said condominium is recorded in Official Records Book Pages , of the Public Records of Broward County, Florida, and is done for convenience purposes. The portion of the total rent which each condominium unit owner must pay and the percentage of liability which each bears for the other covenants in the Lease are set forth in Exhibit "B" attached hereto and by reference made a part hereof. No condominium unit owner is liable nor responsible for any other condominium unit owner's payments under the Lease. Each condominium unit owner's apartment is pledged as security for performance under the Lease.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

ARTICLE I.

TERM

The term of this Lease shall be for a term of ninety-nine (99) years. This Lease shall begin at twelve o'clock noon on Jan. 1, 19 70 and, as aforesaid, shall continue for ninety-nine (99) years thereafter until twelve o'clock noon on the last day of the ninety-ninth year.

ARTICLE II.

POSSESSION AND TITLE.

Lessor covenants and agrees that it is possessed of the fee simple title to the above described property, and it assures Lessee of quiet and peaceful possession against all persons whomsoever, except persons claiming under, by or through the Lessee, and subject to the rights which may exist by reason of zoning restrictions, easements, limitations, restrictions or covenants of record, taxes and special assessments, and BAYSHORE EMBASSY CONDOMINIUM, INC. rules, regulations, and restrictions. Possession of the leased premises shall be delivered to the Lessee on the day the term of the Lease shall begin.

ARTICLE III.

RENT.

The Lessee shall pay to the Lessor an annual rental in four equal quarterly installments on January first, April first, July first and October 1st of each year, each of said installments being payable in advance. In the event the Lease does not begin on a calendar quarter, the first quarter's rent shall be prorated so that the Lessee shall pay only for the remaining days in the quarter; then upon the beginning of the next calendar quarter, a full rental installment shall be due and payable in advance.

The annual rental for both the ground and condominium unit "X" shall be the combined sum of all apartment rentals, Type "A" apartments at $35.00 per month, and Type "B", Type "C", Type "D", Type "E" and Type "F" apartments at $45.00 per month. Each apartment unit owner is to pay the rate designated for the particular type of apartment owned to the lessee for transmittal to the lessor.

On January 1, 1975 and at the end of each fifth year thereafter during the term of this Lease and any automatic extension hereof, the annual collective rental, and each individual condominium unit owner's rental shall be adjusted either upward or downward, as the case may be, and it shall thereafter become such sum of money as is equivalent to the purchasing power of the annual rental as set forth above as of the months of August, September and October, 1969. The purchasing power shall be measured by the average of the index numbers of the retail commodity prices for the months of August, September and October immediately preceding the date of adjustment. The new annual rental shall be determined by multiplying the annual rental as shown on Exhibit "C" by the average of the index numbers of retail commodity prices for the months of August, September and October of the year in which the adjustment is made and dividing the result by the average of the index numbers for the months of August, September and October of 1969, which is 129.267 . The index numbers to be employed are the index numbers of the Retail Commodity Prices designated as "Consumer's Prices Index All Items (1957-9=100)" prepared by the Bureau of Labor and Statistics of the United States Department of Labor. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of authenticity. In the event the United States Department of Labor ceases to prepare and publish such retail commodity index numbers, the adjustments of rents thereafter shall be in accordance with the most closely comparable commodity index as determined by agreement of Lessor and Lessee, and in the absence of such agreement, then as determined by arbitration in accordance with the existing rules of the American Arbitration Association. Once the rental is adjusted during any given five year period, said rental shall continue during the entire five year period. Adjustments upward or downward shall be effective January 1, 1975 and on January first of each fifth year thereafter, and the rental as determined shall be paid for a full sixty (60) months during each five year period.

ARTICLE IV.

TAXES AND ASSESSMENT.

In addition to the rent hereinabove specified and as a further part of the consideration to be furnished by the Lessee, and as additional rental for the term demised, the Lessee covenants and agrees with the Lessor that the Lessee will, during the full term of this Lease, promptly pay all taxes of every kind and description, including by way of illustration and not limitation, sales or use taxes on rents, and real estate taxes, together with all charges and assessments, whether special or general, (including specifically all special assessments and liens for public improvements imposed subsequent to the date that the full Certificate of Occupancy is issued for the Bayshore Embassy Condominium) and other impositions and liens for public improvement, and in general, all taxes, tax liens, general obligations or liens in the nature of taxes which may be assessed, imposed or levied against the rent here agreed to be paid, the premises, including the land and all buildings, fixtures and improvements which may be hereafter placed thereon, including all taxes which are assessed by any and all governmental authorities (city, town, county, federal, special drainage, school or other taxing agencies, authorities or districts or otherwise), together with any interest, penalties, or other charges which may accrue, thereon provided that in the event any of said taxes or assessments are payable according to the terms of their imposition, in installments, then the Lessee shall have the right to pay the same as such installments fall due. The parties intend that the obligation to pay all of said taxes and charges, as enumerated in this paragraph as herein imposed upon the Lessee, shall extend to and include all taxes and charges assessed for or accruing after complete Certificate of Occupancy is issued for the entire Bayshore Embassy Condominium building. Taxes and other charges shall be paid by the Lessee prior to their due date each year in which levied. Lessee covenants and agrees that it will pay all taxes and assessments for the last full calendar year of this Lease.

In case the Lessee shall fail, refuse or neglect to make any or either of the payments in and by this Paragraph 4 required, then the Lessor may, at Lessor's option, and without its constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payment, together with interest on all such amounts at the rate of ten per cent (10%) per annum, shall and will be paid by the Lessee unto the Lessor, upon demand by the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the reimbursement thereof of and from the Lessee.

SEE 4189 PAGE 537

The parties intend that any temporary extension by tax collecting authorities, or by ordinance, or by statute of the due or delinquency date of taxes shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes no later than their normal due date in the year in which levied, and at no time later than the delinquency date, whichever is earlier.

ARTICLE V.

ACCEPTANCE OF PREMISES AND TITLE.

By the execution of this Lease, Lessee hereby accepts the title to the hereinabove described and leased property. Lessee warrants that it is familiar with the zoning ordinances, subdivision restrictions, if any, and such other statutes, both federal, state, county, municipal or otherwise, or things which may in any way affect said property.

Lessee, in acquiring this Lease, has done so as a result of a personal inspection of the premises, and no oral representations of any kind made by Lessor and not incorporated in this instrument shall be binding upon Lessor and Lessee, this Lease containing the full embodiment of the Lessor's and Lessee's agreement.

ARTICLE VI.

CONSTRUCTION

Lessee shall not in any other manner improve the premises by the addition of any other improvement or structure whatsoever without the specific approval and concurrence by the Lessor.

No structure or improvement, once constructed after approval, may be demolished or altered or in any way diminished in value by the Lessor or any person claiming hereunder, except in accordance with the provisions of the Article hereinafter contained which is captioned "DEMOLITION CLAUSE", and any attempt to demolish or diminish the size and value of such shall constitute a violation of this Lease unless done in accordance with the provisions of said "DEMOLITION CLAUSE".

ARTICLE VII.

LESSEE TO CARRY LIABILITY INSURANCE.

Lessee covenants and agrees that Lessee will pay all expenses necessary to keep and maintain in good order, condition and repair, all structures and improvements now or hereafter situated on the demised premises, which property is subject to the Lessor's lien hereunder. Lessee agrees to save and keep the Lessor free and harmless from any and all damage and liability occasioned by the use of said premises and shall indemnify and save harmless the Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building and improvements upon said premises and out of any accident causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises; and the Lessee covenants and agrees to provide or cause to be provided fully paid up policies of insurance generally known as public liability policies and/or owners', landlord and tenant policies, insuring the Lessee and the Lessor against all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the property or the improvements and structures located thereon to the extent of not less than Five Hundred Thousand Dollars ($500,000.00) to cover the claim or damage from any single or specific cause, by any one person, and to the extent of not less than Three Million Dollars ($3,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims that may arise or be claimed to have arisen against the Lessor as aforesaid. Lessee agrees to adjust the minimum coverage above referenced at the time and in direct proportion to any rental increase as set forth and established pursuant to ARTICLE III above.

Whenever, under the provisions of this Lease, policies of insurance are required to be issued or maintained by the Lessee, Lessee shall cause the original of such policies or certificates of the issuance thereof to be delivered to the Lessor as evidence of the compliance by the Lessee with the terms and provisions of this instrument, except where the terms of any mortgage require that said policies be held by the mortgagee, the lessee shall furnish Lessor a conformed copy of the policies.

ARTICLE VIII.

FIRE, WINDSTORM AND CASUALTY PROVISIONS: RELATED INSURANCES.

The Lessee does hereby covenant and agree with the Lessor that Lessee will at all times during the term of this Lease insure or cause to be insured (1) any and all buildings or improvements that may be built or placed upon said demised premises, and (2) Lessee's condominium unit which is pledged to Lessor to secure Lessee's performance hereunder, in good and responsible insurance companies authorized to do business in the State of Florida, and approved by the Lessor or any mortgagee then holding a mortgage encumbering the demised premises, for protection against all loss or damage by windstorm or fire and other casualty, to an amount that will be sufficient to prevent co-insurance on the part of the Lessor or Lessee, and all policies issued and renewals thereof shall be payable in the event of loss to the Lessor and the mortgagee, if any, as their interests may appear, provided, however, that Lessee's liability for insurance costs shall be limited by Lessee's percentage interest in this Lease. In the event of the destruction of said structures or improvements or said personal property by fire, windstorm, hurricane, or other casualty for which insurance money shall be payable, such insurance money shall be paid to an Insurance Trustee as provided for in the Declaration of Condominium of Bayshore Embassy Condominium, and shall be used for the reconstruction or repair, as the case may be, of any improvement or structure dam[illegible] or destroyed by fire, windstorm, hurricane or other casualty for which the insurance money was payable. The Insurance Trustee shall pay out fro[illegible]nsurance proceeds from time to time, on the estimates of any architect or requisition of any general contractor licensed in the State of Florida sele[illegible] Lessee and approved by Lessor, who shall have supervision of such reconstruction and repair, providing the same certifies that the amount of eac[illegible]imate or requisition is or has been applied to the payment of the reconstruction or repair, and at a reasonable cost therefor, provided further, that it first be made to appear to the satisfaction of the Insurance Trustee that the amount of money necessary to provide for the reconstruction or repair and refurnishing of any structure or improvement destroyed or damaged as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided by the Lessee for such purpose and its application for such purpose assured.

The Lessee covenants and agrees with the Lessor that in the event of the destruction or damage of any structure and or improvements, or any part thereof and as often as the same shall be destroyed or damaged by fire, windstorm, hurricane or other casualty, and whether or not covered by insurance, the said Lessee shall rebuild and repair the same upon the same general plans and dimensions as before the said fire, windstorm, hurricane or other casualty, or upon such other plans as may be agreed upon in writing by the said Lessor and Lessee respectively, the reconstruction so rebuilt and repaired and the personal proprty so replaced to be based upon the same value as the building and improvements upon the demised property prior to such damage or destruction, and shall have the same rebuilt and ready for use within six (6) months from the time when the loss or destruction occurred and shall be free and clear of all liens or claims of contractors, sub-contractors, mechanics, laborers and materialmen or the possibility thereof.

If at any time such insurance money comes into the possession of the Insurance Trustee after destruction by fire, windstorm, hurricane or other casualty, and the Lessee is in default in the payment of any rent, tax assessment, lien or other charges which, by the terms of this Lease, has been agreed to be paid by the Lessee, or if such default shall occur during the time said insurance money, or any part thereof, is in the bank account, as aforesaid, then the Lessor shall be entitled to receive from the Insurance Trustee, upon written application therefor, so much of the insurance money as may be necessary to fully pay or discharge any such sum of money in the payment of which the Lessee is in default, as aforesaid, and this shall be done whenever and as often as any such default shall occur on the part of the Lessee. Nothing herein contained, however, shall be construed as permitting the Lessee to default in the payment of the rentals or other charges herein stipulated to be paid, or in the performance of the other covenants of this Lease, and the Lessor may, at Lessor's option, in case of default in the payment of such rents or other charges, or default in the performance of any other covenant in this Lease, proceed against the Lessee for the collection of such rentals and charges, and recover and take possession of Lessee's interest in and to the premises herein described, in accordance with the provisions of this Leave herein set forth, and without prejudice to its rights to the benefit of such insurance money as security for the payment of such rentals and other charges. Lessee will forthwith reimburse the Insurance Trustee and immediately deposit for the purpose of reconstruction or repair, any amount so paid thereout on account of any default of the Lessee.

It is agreed by and between the Lessor and the Lessee that any excess of money received from insurance remaining with the Insurance Trustee after the reconstruction or repair of such building or buildings, if there be no default on the part of the Lessee in the performance of the covenants herein, shall be paid to the Lessee. In case of the Lessee not commencing the reconstruction or repair of said buildings and prosecuting them continuously to completion and causing such completion to be accomplished within six (6) months after the occurrence of such damage or loss occasioned, as aforesaid (exclusive of delays caused by strikes, war, fire and other casualty) then the amount so collected of the balance thereof remaining with the Insurance Trustee, as the case may be, shall be paid to the Lessor, and it will be at Lessor's option to terminate this Lease for default resulting from the failure on the part of the Lessee to promptly, within the time specified, complete such work of reconstruction or repair.

ARTICLE IX.

DEMOLITION CLAUSE.

Lessee covenants and agrees that neither leasehold improvements nor Lessee's condominium unit pledged to Lessor to secure Lessee's performance hereunder, once constructed, shall be moved or torn down, in whole or in part, unless Lessee shall first have agreed in writing, in a manner approved by Lessor, to replace or restore the improvement or to repair or replace the portion thereof demolished with others of equal or greater value. Once approval of such is made, no work or demolition shall be commenced until Lessee shall have first furnished the Lessor, and the Lessor shall have approved the plans and specifications, the contract of demolition and reconstruction, and the Lessee shall have an escrow fund sufficient in amount to assure the payment for

OFF REC 4189 PAGE 538

such work. The Lessee shall also furnish the Lessor with a good and sufficient performance and payment bond with corporate surety, by a surety company authorized to do business as such in Broward County, Florida, and currently listed on the United States Treasury List of Approved Bonding Companies in good standing and conditioned upon the said work of restoration, renovation or replacement being carried through to completion in accordance with the terms hereof, and all bills for work, labor, services and/or materials utilized in said work being paid and waivers of lien therefor procured. The said work, when started, shall be carried through continuously to completion and the time between the starting of the demolition and the completion of the work shall not be longer than twelve (12) months. Nothing herein contained shall be construed as:

(a) Prohibiting Lessee from making repairs, doing ordinary remodeling in order to preserve any structure or improvement which may be located upon the demised or pledged premises or in order to extend or bring the same up to date.

(b) Requiring the Lessor to join in any mortgage in connection with or become liable in any way for any portion of the cost of doing any work of demolition, repair, remodeling or rebuilding.

(c) Relieving Lessee of any rental payment due under this Lease.

ARTICLE X.

FIXTURES AND EQUIPMENT.

It is further understood by and between the parties that during the continuance of this Lease, the Lessee shall take care of and preserve any and all fixtures and equipment installed on the leased premises and in the pledged condominium unit, and will allow the Lessor to check said fixtures and equipment, and the Lessee will replace all broken, damaged and missing fixtures and equipment installed on or in the said demised premises and pledged condominium unit, and in the event of termination of this Lease by default, the fixtures and equipment shall belong to and be the property of the Lessor. The provisions hereof apply to the replacement of any such fixtures and equipment; but nothing herein contained shall be construed as depriving the Lessee of the privilege of selling or otherwise disposing of any part of said fixtures and equipment, if simultaneously with such sale and disposal, the Lessee replaces such article so sold and disposed of with other articles of similar utility, and of the same quality and value, of greater, as the disposed of articles had when new; nor shall this section of the Lease be so construed that the natural depreciation and obsolescence loss through use of said personal property will constitute a default hereunder.

ARTICLE XI.

LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIEN.

It is hereby stipulated and agreed by and between the parties hereto that during the demised term, there shall be no mechanic's lien upon the Lessor's interest in the demised land and in the structures and improvements located thereon arising through the act of the Lessee, or any person claiming under, by or through the Lessee, and that no person other than the mortgagee as provided for herein below shall ever be or become entitled to any lien, directly or indirectly derived through or under the Lessee, or through or under any act or omission of Lessee, superior in rank or dignity to that of this indenture reserved to the Lessor upon the lands hereby demised or upon any improvement now or hereafter situate thereon, or upon any insurance policies of insurance money aforesaid, for or on account of any labor or material furnished for any such improvements, or for or on account of any material or thing whatsoever, and nothing in this indenture contained shall be construed in such a way as to contradict this provision in this indenture. All persons furnishing any such labor or material to the Lessee, or to the premises, at the Lessee's order, or at the order of any person dealing directly or indirectly with the Lessee, as well as all persons whomsoever, shall be bound by this provision and by notice thereof from and after the date of this indenture, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Lessee and Lessee's interest only in the above demised land and Lessee's interest in all buildings and improvements thereon located, to secure the payment for any bills for work done, or materials furnished or performed during the term hereby granted.

The Lessee shall have no authority to create any lien for labor or material upon the Lessor's interest in the demised premises, and neither the Lessee, nor any one claiming by, through or under the Lessee, shall have any right to file and place any labor or material lien of any kind or character whatsoever upon the demised premises, and the building and improvements thereon located so as to encumber or affect the title of the Lessor in said land and the buildings and improvements thereon located, and all persons contracting with the Lessee, for the erection, construction, installation, alteration, or repair of any building, buildings, seawall, groin or other improvements, or for the destruction or removal of any building or buildings upon the demised premises, including furnishings and fixtures, and all materialmen, contractors, mechanics and laborers, as heretofore mentioned are hereby charged with notice that as and from the date of this instrument they must look to the Lessee and the Lessee's interest only in and to the demised premises to secure the payment of any bill for work done, or materials furnished, or performed, during the term hereby granted.

The mere fact of the existence of a mechanic's or materialman's lien or liens, however, shall not of itself operate as a forfeiture or termination of this indenture, provided the Lessee, within thirty (30) days after receipt by it of written notice of lien from the lienor or within thirty (30) days after the recording of such notice of lien among the Public Records of Broward County, Florida, in the event notice of lien is not served upon the Lessee, shall cause the same to be cancelled, released and extinguished, or the premises released therefrom by the posting of bond, or by any other method prescribed by law, and proper evidence thereof be furnished to the Lessor, and if such lien or liens appear of record, the Lessee shall cause the same to be cancelled, satisfied, and discharged of record. If, however, the Lessee shall dispute the amount or validity of any mechanic's or materialman's lien claimed, or any other claim asserted, the Lessee shall post a bond with the Lessor in the amount of one and one-half times the amount of the lien or claim, and with all due diligence, institute or defend an appropriate action or proceeding in a court or courts of competent jurisdiction upon the cause of action, and shall, by injunction, due defense of the suit, or otherwise prevent any sale or impairment of the title of the Lessor, and shall prosecute or defend such action or proceeding with reasonable diligence to a final determination, and if such suit or defense shall be instituted within said period of thirty (30) days after the time when said lien shall have been filed, then, in such a case, the time reasonably required in the litigation of such action shall be added to the above thirty (30) days time; provided, however, that in any event it shall be the duty of the Lessee after contesting such lien, to cause the said lien to be cancelled, released, extinguished, or adjudicated not to exist, or to cause the premises to be released therefrom by the posting of bond or by any other method prescribed by law at least thirty (30) days before the time when the premises or any interest therein, or the Lessee's interest therein, might otherwise be offered for sale by reason of said lien; and promptly upon relieving the premises of such claim, the Lessee shall have the duty of furnishing the evidence thereof unto the Lessor.

ARTICLE XII.

PAYMENT OF INSURANCE PREMIUMS.

It is further understood and agreed that the Lessor shall in no way be or become liable for the payment of any of the premiums required to be paid for any of the policies of insurance required in and by this instrument to be procured by the Lessee nor shall the Lessor in any way be responsible for the collection or non-collection of any of the proceeds from any of the said policies of insurance.

It is further covenanted and agreed that in case, at any time during the continuance of this indenture, the Lessee shall fail, refuse or neglect, after being given ten (10) days notice by the Lessor to procure or pay for any of the policies of insurance required in and by this instrument to be procured and paid by the Lessee or to keep and maintain the same in full force and effect, the Lessor, at its option (and without such act constituting a waiver of the default by the Lessee thus occuring) may procure or renew such insurance; and thereupon, the amount or amounts of money paid as the premium or premiums thereon, plus interest at the rate of ten per cent (10%) per annum, shall be collectible as though it were rent then matured hereunder and shall be due and payable in ten (10) days after the date of payment by the Lessor, or in lieu thereof, this indenture and the term hereby created may, at the option of the Lessor, be terminated and declared at an end, and all of the rights, estates and interest of the Lessee in such event hereunder shall immediately cease.

ARTICLE XIII.

LAWFUL USE OF PREMISES.

Lessee further covenants and agrees that said premises and all structures and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use or suffer any one to use said premises or structures thereon for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the municipaltiy in which it lies. Said Lessee covenants and agrees to save said Lessor harmless from every such violation.

ARTICLE XIV.

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the property, including, by way of illustration and not in limitation, compliance with fire, sanitary, health and safety regulations and zoning and set-back requirements.

ARTICLE XV.

UTILITY CHARGES.

The Lessee agrees and covenants to pay or cause to be paid all charges for water, gas, electricity, and/or public utilities used on or about the said premises, and to pay or cause to be paid the same monthly or as they shall become due.

OFF. REC. 4189 PAGE 539

ARTICLE XVI.

ASSIGNMENT.

Assignment of this Lease shall be made only by an instrument of assignment, duly signed by all parties, witnessed, acknowledged, notarized and recorded of public record, and only if the lease at the time of assignment is in good standing and there is no existing default on the part of the Lessee herein, provided, however, that such assignee shall consent to, shall agree to abide by, and be bound by the several terms and conditons of this Lease to the same degree and extent as though such assignee were the original Lessee hereunder.

ARTICLE XVII.

MAINTENANCE AND REPAIRS.

The Lessee agrees and covenants that it will pay all expenses and charges in order to keep and maintain, and replace as necessary when worn out or obsolete, all structures, fixtures and improvements which may at any time be situated on said demised premises during the term of this Lease, and all appurtenances thereunto belonging or appertaining, including by way of illustration but not limitation, all landscaping, sidewalks, steps, the interior and exterior of all structures, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State, County and City governments or regulating bodies having jurisdiction thereof, and the statutes and the laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and will protect and indemnify forever, save and keep harmless the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observation of any provision, conditions, covenants and stipulations in this Lease contained or occasioned by or arising out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done, in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

ARTICLE XVIII.

NON-INSURED DAMAGE.

The parties hereto have agreed that Lessee will carry the maximum amount of insurance for Lessee's and Lessor's protection, however, should any structure or the improvements placed on the herein leased premises be damaged by a cause or causes not covered by or not available through insurance policies, then in such event, the following provisions shall appy:

(1) If the damage is less than Ten Thousand Dollars ($10,000.00), Lessee shall immediately and forthwith repair the premises as though the same were a repair occasioned by normal wear and tear, and as covered by the repair and maintenance clause of this Lease.

(2) Should the damage to the premises exceed Ten Thousand Dollars ($10,000.00), then in such event, Lessee shall, within thirty (30) days of the damage, deposit with Lessor a sum of money in cash sufficient to repair all damages, and thereafter Lessee shall actively begin repairs on the buildings and premises, and such repairs shall be diligently continued until completion of all repairs.

ARTICLE XIX.

LESSEE AGENT FOR CONDOMINIUM UNIT OWNERS: DEFAULT, PART ONE.

Lessee warrants to Lessor as follows:

(1) That Lessee has been directed by each unit owner individually and all unit owners collectively, in the Bayshore Embassy Condominium to act as their agent and to enter this Lease with Lessor, for and in their individual and collective behalf. This is a convenience method of entering this Lease by each Lessee with Lessor which avoids the necessity of having sixty-four (64) separate leases with Lessor. The real parties in interest are each of the sixty-four (64) condominium unit owners individually and collectively, and the Lessor. Lessee agrees to furnish Lessor with the name of any unit owner who is more than ten (10) days delinquent in payment of any monies due hereunder by such unit owner. To this end, Lessee agrees at all times to make available to Lessor the books and records of Lessee for Lessor's inspection.

(2) That Lessee will obtain from each unit owner and will deliver to Lessor upon receipt of same, a written pledge to Lessor of such unit owner's condominium unit, properly signed by the entity holding title to said condominium unit, witnessed and notarized, said pledge being given as security for and as a guarantee of payment by the unit owner of all monies, charges, expenses, rents, assessments, taxes, maintenance or other obligations for which such unit owner shall be responsible as his part of this lease.

(3) That Lessee is acting as agent for each unit owner and that each unit owner has agreed to be directly liable to Lessor for any default which such unit owner may occasion. Lessee agrees, for and in behalf of each unit owner, that such unit owner shall be responsible for and shall pay his or her portion of the "pure rent" as is set forth for his or her condominium unit in Exhibit "B" attached to this lease and by reference made a part hereof, but that the condominium unit owner shall be liable for his or her portion of all other rents, charges, cost of living increases (as provided for in Article III, supra.) or other expenses, under this lease in the same proportion as his or her percentage is in the common element expense of Bayshore Embassy Condominium. Lessee covenants with Lessor that should a condominium unit owner default in the payment of his or her portion of the rent (as set forth in Exhibit "B"), or fail to pay his or her proportionate part of any monies due under this Lease, Lessee will expend every effort to have such unit owner comply with such obligation, but should the unit owner fail to correct said default within fifteen (15) days from the date of the default, Lessor shall enforce its rights hereunder against the defaulting unit owner directly, as though said unit owner were the named Lessee.

Upon default, should Lessor proceed against the condominium unit owner, Lessor shall have the right: (1) to accelerate all rents due by such condominium unit owner during the entire term of the Lease, or to accelerate any part thereof, sufficient in Lessor's opinion to provide protection against future default, which shall, upon notice, become immediately due and payable, or (2) Lessor shall be entitled to enforce the pledge of the apartmeng by the unit owner and enter such unit either with or without process of law and take possession, and either at a private or a public sale, with or without order of Court, sell said apartment to the highest bidder, applying the proceeds of such sale to the debt owed to the Lessor and paying the balance to the Lessee. There shall be no deficiency judgment obtained against the unit owner. In the event that Lessor shall institute foreclosure proceedings against the unit owner's pledged condominium unit, said unit owner shall pay to Lessor all court costs, interest and reasonable attorneys' fees incurred or accrued by Lessor.

ARTICLE XX.

DEFAULT, PART TWO.

In the event that there shall be a default under this Lease by Lessee, not involving the payment of money, Lessor shall notify Lessee of such default in writing and thereafter Lessee shall have fifteen (15) days within which to start such corrective action as may be necessary to remedy the default. Failure of the Lessee to begin corrective action within said fifteen days and to proceed thereafter with dispatch to complete the same shall automatically authorize Lessor to remedy the default and to charge all costs, charges and expenses, both direct and indirect, including attorneys' fees, incurred in correcting the default to Lessee or to each condominium unit owner, should Lessor elect, and if charged to the condominium unit owners, then each condominium unit owner shall be liable to Lessor for such part of the total monies expended in the same proportion that each of their common element percentages bears to the whole (see Exhibit "B"). No condominium unit owner shall be liable for any other condominium unit owner's share of the expense. Failure of Lessee to pay the entire charge, or the condominium unit owner to pay its proportional part of the charge, or if it be such a default that more than one condominium owner is in default but still less than all are in default such shall entitle the Lessor to enforce any rights reserved to Lessor in Paragraph XIX above, "Default: Part One".

ARTICLE XXI.

LESSEE'S DUTY TO INDEMNIFY LESSOR AGAINST LITIGATION.

It is mutually covenanted and agreed by and between the parties hereto that in case the Lessor shall, because of Lessee's default hereunder, bring suit against Lessee or should Lessor be made a party to any litigation commenced by or against the Lessee, then in either event Lessee shall pay all costs and reasonable attorneys' fees incurred by or assessed against the said Lessor in bringing such suit to enforce the covenants, agreements, terms and provisions of this Lease or in connection with effecting the collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease or as may be incurred by Lessor in defending against a suit brought by Lessee or such other person where there has been no default hereunder by Lessor. All such costs and reasonable attorneys' fees, if paid by the Lessor, and the rent reserved in this Lease, and all taxes and assessments and the payment of all money provided in this Lease, to be made by the Lessee, shall be and they hereby are declared to be a first lien upon Lessee's condominium apartment as aforesaid and upon all structures and improvements placed upon said demised premises at any time during the term of this Lease, and upon the leasehold interest hereby created, and upon the rent of all buildings and improvements situated upon said premises at any time during said term, subject to the provisions of this Lease respecting the existence or creation of liens which are or will be prior to the lien for rent. In the event that legal proceedings should be instituted against Lessee for alleged default in any of the covenants, agreements, terms and provisions of this Lease, or in connection with effecting collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease, and should said litigation terminate in favor of the Lessee or should litigation be involuntarily dismissed by the Lessor, then in such event the Lessor agrees to pay to Lessee's attorney a reasonable attorney's fee for services rendered for the Lessee in such proceeding or proceedings.

OFF 4189 PAGE 540

ARTICLE XXII.

INDEMNIFICATION AGAINST CLAIMS.

Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises or the buildings and improvements thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any claim, the reasonable investigation thereof relative to any lawsuit or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

ARTICLE XXIII.

CONDEMNATION CLAUSE.

It is agreed that if at any time during the term of this Lease any other part of the demised real estate, or the improvements or structures thereon located, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, that there shall be such division of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, total abatement of rent and other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and the determination of the matters in dispute.

As security for restoring and repairing the premises and improvements, the monies awarded to the Lessee in condemnation shall be deposited and thereafter disbursed in the same manner as has been hereinabove provided in Paragraph 8 with reference to the receipt and disbursement of benefits accruing from the proceeds of fire or windstorm insurance policies; and after the work of repair and restoration is fully completed, free and clear of all liens and encumbrances, the balance, if any, of the said sum remaining shall be paid to the Lessee according to Lessee's interest herein by the Insurance Trustee. If the condemnation results in no physical damage to the building then on the demised premises, then any award to Lessee for Lessee's percentage interest taken shall be paid directly to the Lessee. If the leased premises shall be wholly taken by the exercise of the power of eminent domain, then this Lease shall immediately terminate, but in the event only a portion of the premises is taken, the rent to be paid thereafter shall be revised as set forth hereinabove.

ARTICLE XXIV.

LEASE NOT AFFECTED BY DAMAGE TO PROPERTY.

No destruction or damage to the land or any building or improvements by fire, hurricane, windstorm, erosion, insurrection, riot, war or other casualty or calamity of any kind, character or nature shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this Lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due, or thereafter becoming due under the terms thereof.

ARTICLE XXV.

RETURN OF PREMISES TO LESSOR IN EVENT OF DEFAULT.

The Lessee covenants, stipulates and agrees that upon the termination of this Indenture by default, Lessee will at once peaceably and quietly deliver to Lessor all of the demised premises, including all structures and improvements situated thereon, and all of the fixtures and equipment thereunto belonging, in as good state and condition as reasonable use and wear thereof will have permitted, and that all structures, improvements, fixtures and equipment then situate upon the described premises and belonging to the Lessee shall belong to the Lessor, and that no compensation shall be allowed or paid to the Lessee therefor.

ARTICLE XXVI.

LESSOR'S RIGHT OF ENTRY.

The Lessor and the Lessor's agents shall have the right to enter the leased and pledged premises at all reasonable times to examine the condition and use thereof, provided only, that such rights shall be exercised in such manner so as not to interfere with the use of said premises; and if the same premises are damaged by fire, windstorm, or by any other casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, but if the Lessor exercised Lessor's option to make emergency repairs, such act or acts shall not be deemed to excuse the Lessee from Lessee's obligation to keep the premises in repair, and the Lessee shall, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.

ARTICLE XXVII.

LIABILITY OF CONDOMINIUM UNIT OWNERS.

Lessee and Lessor acknowledge that each condominium unit owner shall be liable to the Lessor for only his common element expense percentage of all costs, expenses, charges, damages, claims or other monies owed, due or arising in favor of Lessor under this Lease where all condominium unit owners must act in concert with the others for full performance. There are sixty-four (64) condominium unit owners who have agreed with the Lessee and with each other that each and all will comply with the several terms and conditions hereof; that each and all will pay the charges on their part to be paid, and that each and all will cooperate with the others and act in concert to fulfill all the terms and conditions hereof. Lessor agrees with Lessee that Lessor shall not look to the condominium unit owners as being jointly liable where money obligations are involved, but shall look simply to each such unit owner for the performance of their monetary obligations hereunder, and a breach of this Lease by one unit owner shall not cause the entire Lease to be in default, or the other unit owners to be in default, but such monetary default shall relate only to the particular unit owner in default. Action for such default shall be taken against such defaulting unit owner only. See Article XX "Default, Part Two", for non-monetary defaults.

ARTICLE XXVIII.

NET LEASE.

It is understood by and between Lessor and Lessee that the intent and purpose of this Lease is to provide Lessor a net lease rental diminished by not a single expense, liability, claim, demand or encumbrance as a result of the ownership of the herein leased property. To this end and for this purpose, Lessee and Lessor have entered into this Lease.

ARTICLE XXIX

PLEDGE OF CONDOMINIUM; LESSOR SUBORDINATION.

Lessee covenants, for itself and as agent for and in behalf of all condominium unit owners in Bayshore Embassy Condominium, that any subsequent purchaser of a condominium unit shall, as a condition precedent to such purchase, designate Lessee as its agent hereunder, ratify, confirm and approve this Lease, agree to be bound by and comply with the several terms and conditions thereof, and execute and deliver a pledge of the purchased condominium unit to Lessor as security for the performance of the several terms and conditions of this Lease.

Lessor has heretofore agreed with each of the sixty-four (64) Lessees, and by restatement here, agrees that should Lessee desire to place, from time to time, an institutional mortgage on Lessee's condominium unit, Lessor will, and does hereby agree to subordinate and make inferior all Lessor's rights in and to the Lessee's apartment pledge to the operation and effect of such institutional mortgage, providing such mortgage does not exceed sixty per cent (60%) of the Developr's sale price of the condominium unit, or sixty per cent (60%) of its appraised value at the time of the mortgage, whichever is less. Likewise, if the institutional mortgagee acquires title thereto by reason of foreclosure or by deed in lieu of foreclosure as a result of a default in such mortgage, Lessor will subordinate said apartment pledge to the operation and effect of any new mortgage, within the limitations as to the amount as is in this article set forth, necessary to be placed thereon in order to resell such foreclosed condominium unit. Any purchaser from such institutional lender shall acquire such unit subject to the obligations and restrictions of this article and this Lease, and shall pledge his condominium unit to secure the performance of the terms hereof.

ARTICLE XXX.

NOTICES.

Notices as shall be required from time to time under the several terms and conditions of this Lease shall be sent to the Lessor at the following address, unless otherwise notified in writing: 300 Bayview Building, 1040 Bayview Drive, Fort Lauderdale, Florida

and to the Lessee at the following address, unless notfied otherwise in writing: 550 Bayshore Drive, Fort Lauderdale, Florida.

The notices shall be in writing and shall be delivered to the other party either in person or by registered mail addressed to the above addresses, return receipt requested.

ARTICLE XXXI.

GENDER.

It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their spouses, if any, their heirs, representatives, successors, grantees and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed on the day and year first above written.

OFF. REC. 4189 PAGE 541

ARTICLE XXXII.

Nothing herein contained shall be construed to permit or grant to Lessor the authority or right to cancel this lease under the provisions of Article XIX or XX in the event of an uncorrected default by the Lessee, Bayshore Embassy Condominium, Inc., or the individual unit apartment owners.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this second day of January, 1969.

Witnesses:

_____ _____ (SEAL)
William Gundlach, Individually and as Trustee

_____ _____ (SEAL)
As to Lessor Juanita M. Gundlach

LESSOR

BAYSHORE EMBASSY CONDOMINIUM, INC.

_____ By _____
Its President

_____
As to Lessee

LESSEE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, individually and as Trustee, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES A. MICHELI, known to me and to me known to be President of Bayshore Embassy

OFF. REC. 4189 PAGE 542

Condominium, Inc., and he acknowledged to and before me that he executed the same as such President on behalf of said corporation freely and voluntarily for the purposes therein stated, and that the corporate seal affixed thereto is the true corporate seal of said corporation and is affixed thereto under due and proper corporate authority.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

LAND LEASE DESCRIPTION

All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

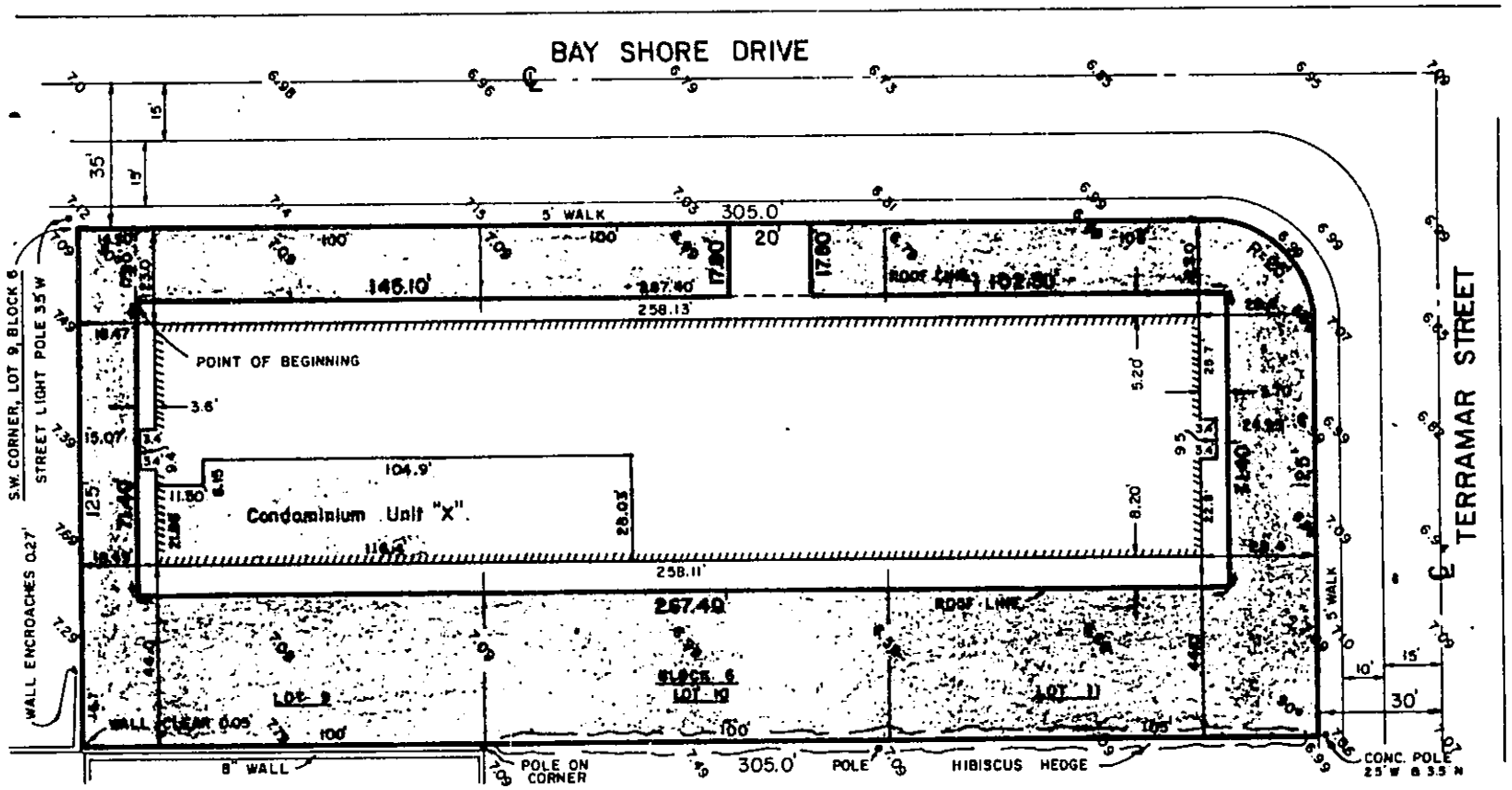
Said lands situate, lying, and being in Broward County, Florida.

TOGETHER WITH:

That condominium unit designated as "Condominium X" or "Condominium Unit X" as is identified in the Declaration of Condominium and as is designated and located in Attachment "B" to the Declaration of Condominium.

SEE 4159 PAGE 544

EXHIBIT A, Page 2 of 2 Pages



LEASED AREA

NOTE:
The above shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page 1 of Exhibit A.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page 1 of Exhibit A.

Dated April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

REC 4159 PAGE 325

KODAK SAFETY FILM

BAYSHORE EMBASSY

EXHIBIT "B"

LEASE LIABILITY PERCENTAGES

TYPE "A" APARTMENTS

The following apartments are designated as Type "A" apartments:
101, 102, 103, 203, 205, 207, 211, 212, 215, 303, 305, 307, 311, 312, 315, 403, 405, 407, 411, 412, 415, 503, 505, 507, 511, 512, 515.
Each Type "A" apartment shall bear 1.268% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "B" APARTMENTS

The following apartments are designated as Type "B" apartments:
104, 201, 214, 217, 301, 314, 317, 401, 414, 417, 501, 514, 517.
Each Type "B" apartment shall bear 1.693% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "C" APARTMENTS

The following apartments are designated as Type "C" apartments:
202 302, 402, 502.
Each Type "C" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "D" APARTMENTS

The following apartments are designated as Type "D" apartments:
209, 309, 409, 509.
Each Type "D" apartment shall bear 1.737% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "E" APARTMENTS

The following apartments are designated as Type "E" apartments:
206, 208, 306, 308, 406, 408, 506, 508.
Each Type "E" apartment shall bear 1.956% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "F" APARTMENTS

The following apartments are designated as Type "F" apartments.
204, 210, 304, 310, 404, 410, 504, 510.
Each Type "F" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

BK 4189 PAGE 546

DESIGNATION OF AGENT:
Pledge of Condominium Apartment As
Security for Lease Performance

The undersigned, having purchased Apartment No._____ in BAYSHORE EMBASSY CONDOMINIUM, and desiring to acquire in conjunction with the other unit owners in Bayshore Embassy Condominium, Inc., a Lessee's interest in certain property adjoining the condominium property, hereby irrevocably designates and appoints BAYSHORE EMBASSY CONDOMINIUM, INC., a non-profit corporation, as its Agent to enter into and to carry out the several terms and conditions of that certain ninety-nine year lease recorded in Official Records Book _____ at Pages_____ of the Public Records of Broward County, Florida, which lease the undersigned has read, understands and hereby ratified, confirms and approves. This Pledge Agreement is made with the understanding and agreement with the Lessor that all unit owners in BAYSHORE EMBASSY CONDOMINIUM shall enter an identical Pledge Agreement and that as to monetary obligation in the lease above referenced, each Purchaser or unit owner is responsible only for the stated rental and percentage monetary obligation as set forth herein.

The undersigned agrees to comply with each and every of the several terms and conditions of such lease to the extent of his or her liability and responsibility in the same manner as though the undersigned were designated as Lessee in the above referenced lease. It is understood and agreed that such Purchaser shall pay $ _____ quarterly under the lease and shall be liable for _____ % of all other monetary obligations thereunder, but shall not be responsible for the obligations of other owners.

In consideration of Lessor entering the lease with BAYSHORE EMBASSY CONDOMINIUM, INC. as Agent for the undersigned, and to assure to Lessor proper performance thereunder by the Lessee as unit owners' agent, to the extent of Purchaser's liability under the lease, the undersigned Purchaser and unit owner hereby irrevocably pledges, during the full term of the lease and all extensions thereof, to WILLIAM GUNDLACH, TRUSTEE, his heirs, successors and assigns the following described property, to wit:

> Apartment No._____ Bayshore Embassy Condominium, according to the Declaration of Condominium recorded in Official Record Book _____ at Pages_____ of the Public Records of Broward County, Florida, together with all furniture, furnishings and fixtures located thereon and therein,

as security for the full, complete and proper performance by the undersigned of the several terms and conditions of the above identified lease and subject matter of this instrument.

In the event the undersigned shall default in the payment of any monetary obligation on his or her part to be performed within the grace period, as is provided in the lease, or if the undersigned shall fail to otherwise discharge all obligations required of him to be discharged within a proper time, the Lessor shall have the right to immediately sell the herein pledged apartment unit for and in behalf of the undersigned, at public or private sale, without notice, or, if Lessor desires, to foreclose upon the same as though the pledge were a mortgage, and from the gross proceeds of such sale in either case to pay all necessary costs and expenses thereof, including a reasonable attorney's fee, and thereafter apply the proceeds to the delinquent sums due under the lease, paying the balance, if any, to Purchaser, which sum Purchaser shall accept in full satisfaction and discharge of all right, title and interest which Purchaser had in and to such apartment. Purchaser shall vacate the premises and convey by proper deed the pledged apartment simultaneously with the sale thereof. There shall be no deficiency decree obtained against the Purchaser or Purchaser's Agent as a result of such foreclosure.

This pledge is inferior, subordinate and subject to the lien of any institutional mortgagee who shall take a permanent first mortgage on the condominium unit here pledged at the time of the acquisition of the condominium unit from the Developer.

WITNESS _____ hand (s) and seal (s) at Fort Lauderdale, Florida, this _____ day of _____ 196___ .

REC 4189 PAGE 547

Witnesses:

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

_____
to me known and known to me to be the person (s) who signed the foregoing instrument, and _____ acknowledged to and before me that _____ executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____
this _____ day of _____ 196 ___.

_____
Notary Public

My commission expires:

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

REC 4189 PAGE 545

This instrument prepared by
William Gundlach
1040 Bayview Drive
Fort Lauderdale, Fla.

DECLARATION FOR CREATION OF A CONDOMINIUM

70- 49643

I. STATEMENT OF INTENT.

WILLIAM GUNDLACH, Trustee, (hereinafter referred to as the "Developer", as owner of the property described in Attachment "A" to this Declaration, intends to construct on said property a multi-family dwelling containing, among other things, a maximum of SIXTY-FIVE condominium units, common elements and other facilities more fully hereinafter identified, and it is intended by this Declaration to subdivide the said property into a maximum of SIXTY-FIVE separate parcels of real property, which in accordance with provisions herein contained, shall be subject to the benefits and conditions of a Condominium.

II. SUBMISSION STATEMENT.

The Developer, therefore, for himself, his heirs and assigns, declares that said property described in Attachment "A" from and after the date of recording of this Declaration, in the Office of the Clerk of the Circuit Court in and for Broward County, Florida, shall be subject to each and every of the terms and conditions of this Declaration until such time as the same is terminated as by this Declaration provided or is dissolved by operation of law.

III. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

(a) Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(b) Association means the entity responsible for the operation of the condominium.

(c) By-Laws means the by-laws of the condominium association for the government of the condominium, as they may exist from time to time.

(d) Common elements shall mean all portions of the condominium property not included in the units.

(e) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(f) Unit means a part of the condominium property which is to be subject to private ownership. The words"apartment" and "unit" may be used interchangeably herein as the context requires.

(g) Institutional lender shall mean any National or State chartered Bank, Savings and Loan Association or an Insurance company doing business in Broward County, Florida.

IV. NAME AND ADDRESS:

The name by which this condominium is to be identified is BAYSHORE EMBASSY CONDOMINIUM, and its address is 550 Bayshore Drive, Fort Lauderdale, Florida.

V. LAND DESCRIPTION.

The legal description of the land included in this condominium is described in Attachment "A" to this Declaration which by reference forms a part hereof.

VI. IDENTIFICATION OF CONDOMINIUM UNITS.

The condominium building shall contain five (5) floors. The first floor shall contain the following condominium units: three (3) one bedroom condominium units, one (1) two bedroom condominium unit, and one (1) large recreation area designated as "Condominium X". These units shall bear the designations of 101, 102, 103, 104 and Condominium Unit X.

The second floor shall contain six (6) one bedroom condominium units and nine (9) two bedroom condominium units which bear the following number designations of 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, and 217.

The third floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, and 317.

The fourth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417.

The fifth floor shall contain six (6) two bedroom condominium units and nine (9) one bedroom condominium units which bear the following number designations of 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 514, 515, 517.

46

Return - William Gundlach
1040 Bayview Drive
Ft. Lauderdale, Fla.

APR 16 PM 2:09
RECORDED 4159 PAGE 574

VII SURVEY AND PLOT PLAN.

Attached to this Declaration of Condominium as Attachment "B" is a survey of the land and a description of the improvements in which the units are located, sufficient that each unit and the common elements, improvements and appurtenances can be determined by location, dimensions and size.

VIII. COMMON ELEMENT EXPENSES: COMMON SURPLUS: VOTING RIGHTS: MAINTENANCE.

A. COMMON ELEMENT EXPENSES: COMMON SURPLUS.

There shall be sixty-four (64) condominium apartment units in which owners shall reside, which units shall be of six (6) basic types: the one bedroom "Type A" unit, and the two bedroom units designated as "Type B", "Type C", "Type D", "Type E" and "Type F". There are twenty-seven (27) one bedroom "Type A" condominium units; thirteen (13) two bedroom "Type B" condominium units; four (4) two bedroom "Type C" condominium units, four (4) two bedroom "Type D" condominium units; eight (8) two bedroom "Type E" condominium units; and eight (8) two bedroom "Type F" condominium units in the Bayshore Embassy Condominium. The "Type A" units shall jointly bear 34.236% of the common expenses; the "Type B" units shall jointly bear 22.009% of the common expenses; the "Type C" units shall jointly bear 6.520% of the common expenses; the "Type D" units shall jointly bear 6.948% of the common expenses, the "Type E" units shall jointly bear 15.648% of the common expenses; and the "Type F" units shall jointly bear 14.640%. The unit designated as "Condominium X" which shall be owned by the Developer or his assigns and will be leased to the Condominium Association will not be responsible for any part of the common expenses and will, accordingly, not bear any percentage of the expenses thereof. The cost of maintenance, upkeep, taxes assessed to it and all other expenses incidental or in any way related to Condominium Unit X shall be borne by the other members of the Association and charged against them as a common expense in accordance with this Declaration. Any two apartments, if vertically or horizontally, contiguous, may be joined together to make one large apartment. Such joinder will not in any way alter, for condominium purposes, the number of units in the condominium, nor the common expense, the rights in the common elements and common surplus, or any other rights allocable to each individual apartment unit, and such will be construed merely as one owner owning two separate apartments with all rights, duties and obligations applicable and appertaining to each apartment. All such condominium units as are joined together may likewise be separated, but such joinder and separation shall be subject to By-Law requirements of the Condominium Association and such reasonable regulations as may be imposed by the Association.

All condominium apartment units shall bear the common expenses and shall share in the common surplus as follows:

1. One bedroom "Type A" apartments, designated as Apartments 101, 102 103; 203, 205, 207, 211, 212, and 215; 303, 305, 307, 311, 312, and 315; 403, 405, 407, 411, 412 and 415; 503, 505, 507, 511, 512 and 515 shall each bear 1.268% of the common expenses and shall have a 1.268% interest in the common surplus.

2. Two bedroom "Type B" apartments designated as 104, 201, 214, 217; 301, 314, 317; 401, 414, 417; 501, 514 and 517 shall each bear 1.693% of the common expenses and shall have a 1.693% interest in the common surplus.

3. Two bedroom "Type C" apartments designated as 202, 302, 402, and 502, shall each bear 1.630% of the common expenses and shall have a 1.630% interest in the common surplus.

4. Two bedroom "Type D" apartments, designated as 209, 309, 409 and 509 shall each bear 1.737% of the common expenses and shall have a 1.737% interest in the common surplus.

5. Two bedroom "Type E" apartments designated as 206, 208; 306, 308; 406, 408; 506 and 508 shall each bear 1.956% of the common expenses and shall have a 1.956% interest in the common surplus.

6. Two Bedroom "Type F" apartments designated as 204, 210, 304, 310; 404, 410; 504 and 510, shall each bear 1.830% of the common expenses and shall have a 1.830% interest in the common surplus.

7. As hereinabove set forth, Condominium "X" shall bear no portion of the common surplus and shall have no interest in the common surplus but shall share equally in the use of the common elements with all other condominium units.

OFF. REC. 4189 PAGE 505

B. VOTING RIGHTS

Subject to the provisions and restrictions as set forth in the By-Laws of the Association, each condominium unit is entitled to one vote regardless of its size or how title is held. Cumulative vote shall not be permitted. Members of the Board of Governors shall be elected by plurality vote.

C. MAINTENANCE: COMMON ELEMENT MAINTENANCE AND INDIVIDUAL MAINTENANCE:

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the apartment which contribute to the support of the building, (excluding, however, interior wall, ceiling and floor surfaces), and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, exterior boundary walls of apartments and load-bearing columns, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartment (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures) and all incidental damage caused to be done by the Association in conjunction therewith.

2. The responsibility of the condominium unit owner shall be as follows: to maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association; to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building; nor to paint or otherwise decorate or change any portion of the building not within the walls of the apartment, unless the written consent of the Association is obtained; to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association, and not to make any alterations in the portion of the apartment or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Governors of the Association, nor shall any apartment owner impair any easement without first obtaining the written consent of the Association and of the apartment owner or owners for whose benefit such easement exists. Although the compressor for the air conditioner for each apartment unit is located on the roof of the building and not within the confines of the individual apartment, nevertheless it shall be the responsibility of each unit owner to care for, maintain, repair and replace such compressor and other air conditioning equipment as needed and as an individual, and not a common expense.

IX. METHOD OF AMENDING DECLARATION OF CONDOMINIUM.

This Declaration may be amended at any regular or special meeting of the unit owners of this condominium called in accordance with an affirmative vote of seventy-five per cent (75%) of all the unit owners of the condominium. The amendment shall be evidenced by certificate executed with the formalities of a deed in proper form for recording and shall include the recording date identifying the Declaration. After the amendment has been passed and approved by the Association, the same shall be recorded in the Public Records of Broward County, Florida, according to law. No amendment shall change any condominium unit's proportionate share of the common elements, the common expenses, or of the common surplus or the voting rights as herein granted to each unit, unless all owners of all condominium units shall, by unanimous, one hundred per cent (100%) vote, approve and join in the execution of such amendment, nor shall any amendment restrict, alter, impair, or change any rights of an institutional or other first mortgagee to acquire, lease or sell a unit, and any such attempt shall be void. Likewise, the Declaration may not be amended by any vote so as to change or impede in any way the right of the Developer to appoint a majority of the members of the Board of Governors of the Association until sixty (60) units in the condominium have been sold, nor interfere with, alter or abrogate the right of the Developer to lease for such periods and to such person or persons as it shall desire and to make the first sale of each apartment, all without Association approval. No alterations, amendments, revisions or other changes shall be made in Article XVII "Insurance", without the specific concurrence and approval in writing of all institutional lenders who may have mortgages on any of the condominium units. The Developer reserves the right, acting alone, to amend the Declaration at any time prior to the recorded conveyance of any apartment by Warranty Deed to any purchaser.

OFF 4189 PAGE 506

X. OPERATION OF CONDOMINIUM ASSOCIATION.

This condominium shall be operated by a non-profit corporation named "BAYSHORE EMBASSY CONDOMINIUM, INC." which corporation is herein sometimes called "The Association". The owners of each condominium unit shall automatically become members of Bayshore Embassy Condominium, Inc. upon recording of a Warranty Deed to a condominium unit. Likewise, membership shall automatically terminate upon cessation of such ownership. No rights shall vest in any person who is in the process of purchasing a condominium

unit, either in the unit to be purchased, in the land, in the Association, or in the condominium itself until title to the purchased unit is recorded. There shall be no other membership. The following miscellaneous rights and powers shall apply:

(1) The Association, which is incorporated, shall act through its officers and Board of Governors and shall have the capability of contracting, bringing suit and being sued. Service of process upon the Association shall be in the manner prescribed by law for non-profit corporations. Service of process upon the Association shall not constitute service of process upon any unit owner.

(2) No unit owner, except as an officer or a member of the Board of Governors of the Association, shall have any authority to act for the Association.

(3) The powers and duties of the Association shall include those set forth in this Declaration, those in the Charter creating the Association, and those set forth in its By-Laws. The general membership shall elect the members of the Board of Governors and the Board of Governors shall elect the officers of the Association.

(4) The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

(5) The Association shall have the right to adopt, establish, proclaim and enforce such rules and regulations for the use of the condominium units and the common elements and any other property jointly leased by all members of the Association. The Association shall have the power to enforce the provisions of this Declaration of Condominium for and in behalf of its members and its By-Laws.

(6) The Association shall have the right to alter and improve the common areas and to assess each unit owner their proportional share thereof.

(7) The Association shall have a lien against any unit for the unpaid portion of properly levied assessments, and shall be entitled to enforce said lien in the same manner as though said lien were a mortgage.

XI. ASSESSMENTS: LIEN AND PRIORITY: INTEREST: COLLECTION.

(1) The Association shall have the power to make and collect assessments and shall maintain accounting records with respect thereto according to good accounting practices which shall be open to inspection by unit owners at reasonable times. Such record shall include:

(a) A record of all receipts and expenditures.

(b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due.

(2) Common expenses shall include all expenses connected with the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expense which shall be incurred by the Association which shall ratably or equally benefit all unit owners.

(3) A Unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from grantor the amounts paid by the grantee therefor.

(4) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit against which the assessment is made.

(5) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate provided in the Declaration, not to exceed the maximum rate allowed by law, and if no rate is provided, then at ten per cent (10%) per annum.

(6) The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, and against the unit owner of such condominium parcel. Such owner shall, in addition, be liable for all costs and reasonable attorney's fees incurred by the Association in the collection of such assessment or enforcement of such lien and the lien shall secure the same. The lien shall be effective from and after the time of its recording in the public records of Broward County, and shall state the description of the condominium parcel, the name of the record owner, the amount due, including a reasonable attorney's fee, and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims shall include only assessments which are due and payable when the claim of lien is recorded.

OFF. REC. 4180 PAGE 507

Such claims of lien shall be signed and verified by an officer or agent of the Association and completed in a manner which shall entitle them to be recorded. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

(7) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid in the condominium parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgement for unpaid assessments may be maintained without waiving the lien securing the same.

(8) Where a mortgagee, a lien claimant, a pledgee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure brought on such pledge, mortgage or other lien, or by deed in lieu of foreclosure thereof, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel and chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners including such acquirer, his successors and assigns. No assessments for capital improvements shall be made against or shall attach to any unit owned by an institutional lender, which unit was acquired by such lender as a direct result of a foreclosure of a mortgage owned by the lender or by deed in lieu of foreclosure.

XII. LIMITATION ON LIABILITY OF UNIT OWNER.

(1) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and the By-Laws.

(2) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occuring within his house.

(3) Property taxes, special assessments and other taxes and levies which are levied by municipalities, counties and other taxing authorities on the condominium units shall be assessed against the individual condominium unit and not upon the condominium as a whole. Property taxes and special assessment levied upon the common areas or upon any property collectively rented by the condominium owners shall be allocated and assessed against each condominium unit in the percentage which each shares in the common expenses and surplus. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon such condominium parcel so assessed and upon no other portion of the condominium parcel.

(4) All provisions of this Declaration relating to a condominium parcel which has been sold for taxes or special assessments shall survive and be enforceable after the issuance of a tax deed or master's deed upon the foreclosure of an assessment, certificate of lien, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee or the owner of the title immediately prior to the delivery of the tax deed or master's deed. The restrictions, terms and conditions of this Declaration shall run with the land and hereafter be binding upon all who own or hold hereunder.

XIII. COMPLIANCE AND DEFAULT, NON-ASSESSMENT.

Each unit owner shall be governed by and shall comply with this Declaration, the By-Laws, the Rules and Regulations as promulgated by the Board of Governors from time to time, and the laws of the State of Florida as they may exist from time to time. Failure to do so shall entitle the Association or unit owner to sue for such sums as it may be damaged or to sue for injunctive relief or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner. Such relief shall not be exclusive of other remedies provided by Law. Should the Association prevail in a court of competent jurisdiction against a unit owner for failure to comply with the duties imposed by this Article, such unit owner shall pay all the court costs connected therewith, together with a reasonable attorney's fee as determined by the court.

OFF. REC. 4189 PAGE 508

XIV. THE CONDOMINIUM PARCEL.

Each condominium parcel shall consist of the condominium unit plus an inseparable and undivided share of the common elements as identified in Attachment "B" to this Declaration. Each condominium unit shall constitute a separate parcel of real property. Each condominium unit, for purposes of this Declaration, shall be deemed to be independent of all other condominium units, but shall be subject to the laws of the State of Florida, this Declaration and the By-Laws and other regulations as applicable. Nothing herein shall in any way or under any circumstance, be construed to authorize, permit or allow a partition of any part of the common elements by any unit owner. The lower and upper limits of each apartment unit are one inch below the upper surface of the concrete floor slab and one inch above the lower surface of the ceiling, respectively. The vertical plane formed one inch inside each boundary wall of the apartment unit shall constitute the side and outer limits of the apartment, excepting only that where there is a balcony extending from any apartment, the outside boundary shall be extended to include such balcony. Should such an ower of a condominium acquire by purchase an adjoining unit, said owner may be permitted, with the specific written approval of the Board of Governors, reasonable ingress and egress between the units by removal of all or part of the separating wall and such wall shall thereafter be considered an inside wall and not a boundary wall. Likewise, should an owner acquire two condominium units, one above and one below the other, with the specific written approval of the Board of Governors of the Association, the apartments may be joined by one set of stairs and/or one elevator. Such shall not interfere with the structural stability of the building. All expenses connected therewith shall be borne by the owner desiring the alteration. There shall be no common expense in connection therewith. The inside area of the interior walls of each apartment unit are burdened with an easement for the benefit of the other unit owners for purposes of pipes, utilities, wires, cables and other similar items. Removal or rearrangement of such interior walls shall be made only with the written consent of the Board of Governors. Such easement may be waived by the Board of Governors for and in behalf of the condominium unit owner.

No unit shall be subdivided or broken down into smaller parts than now exist and any attempt to do so shall be null and void and any conveyance without force and effect. Nor can there be a pledge, mortgage encumbrance or any other transaction affecting the unit, or any part thereof less than the whole which will be effective and enforceable. Such attempt will be null and void.

The following easement shall be from each condominium unit owner to the others and to the Association:

(1) Structural Support. Every portion of the unit contributes to the support of the other parts thereof, and, accordingly, each unit is burdened with an easement for structural support for the benefit of each other condominium unit and for the common elements.

(2) Maintenance, etc. Maintenance, repair and replacement easements are granted through each unit, which includes easements for all facilities for furnishing of utility service within the building to units or to the common elements. Easements are reserved over all balconies whenever reasonably required for emergency ingress. No apartment shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easement rights.

(3) Encroachment. Should any unit encroach upon another or upon the common elements and such be not the result of a deliberate action on the part of the unit owner, or should a common element encroach upon a condominium unit and the same be unintentional, then in either case an easement shall exist from one to the other so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one owner upon whose property such encroachment exists.

XV. GENERAL CONDITIONS, COVENANTS AND RESTRICTIONS.

(1) The owner of each unit of Bayshore Embassy Condominium shall occupy and use such condominium units as private dwellings for himself and the members of his family and social guests and for no other purpose including business purposes. If title to the condominium unit be taken in the name of a corporation, the officer approved for occupancy shall, for the purpose of this Declaration, be assumed to be the owner. Domestic servants, houseboys, companions, nurses, health aides, or other

OFF. REC. 4189 PAGE 509

persons in the employ of an owner are permitted to occupy the condominium unit with the owner, or to occupy employer's separate but adjacent condominium unit, when such occupancy in the condominium building is essential to their employment. However, such occupancy by employees will be only during the time that the owner is in fact in actual physical residence in the condominium and at no other time. Such employees of owner may not use the common areas except for ingress and egress to and from the owner's apartment and may not use any of the recreational or other facilities of the condominium. All occupancy rights of employees shall cease upon the employer not being in actual physical residence in the condominium and upon termination of employment. This clause shall be construed to prevent one condominium unit owner from being, and acting in any capacity, as a domestic employee of another condominium owner. Employment shall be conclusively presumed when the employee receives any remuneration for services rendered, regardless of the form of consideration. No children under the age of eight (8) shall be permitted to reside in any of the units or rooms thereof of this condominium, except that such children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in any one hundred and twenty (120) day period in any condominium unit. Reasonable rules covering the behavior of children shall be made and enforced by the Board of Governors, Should any minor living on the premises consistently violate such rules, this shall be considered a nuisance and proper legal remedy may be taken under paragraph XIII above, or any other section of this Declaration or the laws of the State of Florida. One dog weighing no more than fifteen (15) pounds when full grown, or one domestic cat or a maximum of two small birds may be kept by the owner of each condominium apartment. A unit owner shall not keep any other pet or animal in his apartment without the written consent of the Board of Governors. Decision and action by the Board of Governors in granting or withholding written consent in any case shall not constitute a precedent as to other owners. Dogs must be kept under leash at all times when taken outside of the unit and shall be "walked" away from the building and grounds. Dogs, cats, or other pets shall be carried in arms in the corridors and the elevator, and shall be allowed in the service elevator only. If a pet becomes a nuisance to a majority of the unit owners living on either side of, across the hall from, above and below the owner of such pet, then upon written application from such majority to the Board of Governors, the Board of Governors shall order the permanent removal of the pet from the building. The unit owner will not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property or obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. No clothes lines or similar devices shall be allowed on any portion of the condominium property, including the common elements. No balcony shall be enclosed or altered in any way, nor any change of any kind made on the exterior of the condominium by a unit owner, including by way of illustration, awnings, air conditioning units, TV or radio antennas, wiring, paint or otherwise. Exterior glass in the color as provided by the Developer shall be maintained by all owners. All windows shall have draw drapes to cover them. Draw drapes facing the outside shall be white or silver backed. There shall be no venetian blinds, plantation shutters, or other window devices used in the window either alone or in conjunction with drapes. Roll shades may be used, but when used must be white on the side exposed to outside viewing. No unit owner shall alter or modify any structural parts of the unit without the specific written approval of the Board of Governors. Approval may be granted for alterations by the Board of Governors of non-load bearing interior partitions of units upon a certification of safety by a competent registered engineer. All costs included or connected with such approval and alteration shall be borne by the unit owner seeking the change. No signs shall be displayed in or upon any portion of the condominium property by any person or corporation without the written consent of the Board of Governors, provided, however, that until a first sale of all condominium units be made, the Developer may erect reasonable signs on the common elements to aid in sales promotion of unsold units and for directional purposes.

(2) There shall be no improper, immoral or unlawful use made of the premises, nor shall there be any violation of any zoning ordinances or other governmental regulations applying to the condominium units or the condominium.

(3) Liens, Suits, Mortgages, Foreclosures.

Each unit owner will notify the Board of Governors of all encumbrances against his unit, including any mortgages, liens or suits filed or threatened against his unit. In the event of a foreclosure of any mortgage, lien or other encumbrances on a condominium unit, or in the event of a threatened sale of the condominium unit as a result of any unlawful levy, the Association, acting through the Board of Governors, shall have the right, at any time after the Order of Foreclosure is entered by a Court of competent jurisdiction or after actual levy by the Sheriff, but prior to the public sale thereof, to redeem the condominium unit for and in behalf of the unit owner for the amount decreed by the Court to be owing, including costs and attorney's fees, and the condominium unit owner shall simultaneously convey by appropriate Warranty Deed his interest therein to the Association upon payment by the Association of such sum to the Court. The condominium unit owner shall by such transfer waive any and all rights in and to any monies which the condominium Association shall obtain upon the resale of said unit over and above the Court purchase price, if such be the case. If the Association does not exercise its right prior to public sale to pay off the indebtedness against the property and receive a Warranty Deed, such right shall expire. Nothing herein shall be construed as limiting the Association from bidding and purchasing at the public sale, however, even after the expiration of its rights above set forth.

(4) Leasing or Sale of Unit; Right of First Refusal.

Condominium unit owners may lease their apartments only in accordance with this paragraph. No condominium unit shall be leased for a period less than sixty (60) consecutive days nor more than three hundred sixty-five (365) consecutive days. In all instances, the condominium unit owner, as lessor, shall submit to the Board of Governors such reasonable information as the Board of Governors shall require about the Lessee prior to the time that a lease is signed on the condominium unit. If the Condominium Association shall for any reason, disapprove and reject the proposed Lessee where approval is required, the unit owner shall not lease to such person or persons, but shall have the right to submit another bona fide Lessee for approval to the Condominium Association in the same manner. Should the Condominium Association again disapprove the proposed Lessee, the unit owner shall have the right to submit a third Lessee for approval together with the proposed lease. If the Condominium Association shall disapprove the third proposed bona fide Lessee, the Condominium Assocation must exercise the right to rent the condominium unit from the unit owner, upon the same terms and conditions as set forth in the lease presented with the third proposed Lessee, or else, failing to enter such lease within ten (10) days from submission of such third proposed Lessee, together with the proposed lease and reasonable information submitted therewith, the third proposed Lessee shall be automatically approved. If the Condominium Association leases the unit from the unit owner, it shall have the right to assign the rental right or to sub-lease to any party whom it may approve, and the unit owner shall honor such assignment, or sub-lease in the same manner as though the unit owner had assigned or sub-leased. Lessee shall, by written agreement executed simultaneously with any lease, agree to abide by all the rules and regulations of the Association. A violation of any rule by Lessee is tantamount to a violation by Lessor. The Association reserves the right to terminate any lease as owner's agent for such violation as may occur. Nothing herein shall be construed to prevent a Lessor from leasing his condominium unit to a Lessee for a period of time in excess of one (1) year, but before a Lessee shall occupy a leased condominium unit for an extended term beyond one year, the Board of Governors shall re-approve said Lessee's application for occupancy.

Each unit owner grants to the Assocation the right of first refusal to purchase the condominium unit on the terms and conditions as hereinafter set forth, excepting only in case of an inter-family transfer within the first degree of affinity. Each time and so often as a unit owner shall desire to sell and shall receive a bona fide offer

OFF. REC. 4189 PAGE 511

for the same, the unit owner shall first give the Association notice in writing of such offer to purchase, the notice to set forth in detail the terms and conditions of the offer, and shall include a certified copy of the written offer from the bona fide prospective Lessee or purchaser, together with the name, address, age, occupation and size of family to be living in the unit of the prospective Lessee or purchaser. An offer of purchase shall not be considered bona fide unless accompanied by a deposit of at least ten per cent (10%) of the purchase price. The notice shall be delivered to the senior officer of the Association present in the condominium, by registered mail, return receipt.

If the Association desires to exercise its option to purchase upon the same terms and conditions as set forth in the offer of purchase, it shall notify the unit owner of such by registered mail, posted within ten (10) days after receipt of the Association's registered notice as afore provided. Thereafter, the Association shall complete the transaction to purchase in accordance with the terms and conditions of the bona fide offer. The Association has the right to assign the purchase right to any party whom it may have approved and the unit owner shall honor such assignment in the same manner as though the Association were exercising the purchase right.

Any attempt or action taken by a unit owner to avoid or to attempt non-compliance with the terms and conditions of this Declaration shall be construed as voidable at the election of the Association, and the Association shall, within ninety (90) days after a Lessee or purchaser shall have obtained a lease or deed in an improper manner, bring an action at the expense of the unit owner to cancel the same. In absence of action taken within said ninety (90) days, such will be construed to be a waiver of the right to object and thereafter the Lessee or purchaser shall be entitled to full occupancy and other rights associated with his title status.

If the Association shall take no action to exercise its right to first refusal, then the unit owner shall be entitled to complete, with automatic approval of the Board of Governors, its lease or sale in accordance with the bona fide offer as originally presented to the Association. This procedure shall be repeated so often and so long as the unit owners shall lease or sell.

Notwithstanding the above, the right to approve Lessees and the right of first refusal to purchase or lease does not apply:

(a) At a foreclosure sale of an institutional mortgage, or to a voluntary conveyance by a mortgagor to an institutional mortgagee to avoid a foreclosure. Nor does it apply to a lease or sale made by a mortgagee who has acquired title through foreclosure to a bona fide purchaser or lessee for value after the first offering of the same to the Condominium for purchase or lease upon the same terms and conditions as available to the bona fide purchaser or lessee, or:

(b) To the Developer of the condominium, as it is understood that the Developer shall have the unrestricted right to lease any condominium unit or units to any one until the first sale of said unit is made, and to make the first sale of each condominium unit, unrestricted, without notifying any one, getting the approval of any one, or giving the Association or its assigns any first right of refusal.

(c) To a Lessor who leases any property to the Association under which lease, directly or indirectly, the unit owner has pledged his apartment as security for his portion of the rental due, should there be a foreclosure on the condominium apartment to enforce the pledge.

(5) Developer's rights on Board of Governors.

The Developer has reserved the right, until (a) the Certificate of Occupancy has been issued by the proper governmental issuing authority, and (b) sixty (60) units have had a first sale and there are at least twenty (20) persons living in the condominium units, and (c) the building has been continuously occupied for at least six (6) months, to appoint all of the members of the Board of Governors of the Association. Such persons need not be unit owners in the condominium. The Developer shall have the right to change it appointees from time to time as it shall choose. After such time the Board of Governors shall all be unit owners.

OFF. REC. 4189 PAGE 512

XVI. LEASE OF CERTAIN LAND AREAS.

The Condominium Association, as agent, in behalf of all condominium unit owners, has acquired a leasehold interest in and to the land situate, lying and being in Broward County, Florida described in Attachment "C" appended to this Declaration and by reference made a part hereof. Each unit owner, as a condition of ownership of the condominium unit shall upon acquiring his unit, execute for the Association an agreement acknowledging the agency of the Association for such unit owner and agreeing to be bound under the terms and conditions of the lease, to pay his or her designated portion of the lease rental and/or other monetary obligations connected with the lease, and to otherwise comply therewith, and shall execute and deliver a pledge of his or her unit to the Lessor and owner of the above described property as security for his or her full and complete performance thereunder. Lessor will subordinate Lessor's rights in and to Lessee's apartment, as pledged, only to the operation and effect of an institutional mortgage executed by Lessee providing the mortgage does not exceed sixty per cent (60%) of the original purchase price of the apartment unit or its appraised value at the time of the mortgage, whichever is less. Nothing herein shall be construed to cause any unit owner to become liable for any other unit owner's obligation under the lease. Rental payments, although they may be collected simultaneously with the common expenses, shall not be construed as common expenses. For tax purposes only, the value of the fee in the leased land described in Attachment "C" shall be assessed by the Broward County Tax Assessor directly to the owners of the condominium units in the same percentage that each unit shall bear the common element expenses as set forth in Article VIII of this Declaration. The Tax Assessor is directed to add to the tax statement of each condominium unit such additional tax as here determined and to bill the combined total to the unit owner in one tax statement. This procedure shall not be construed to create in any unit owner an interest of any kind whatsoever in the leased land other than that as established under the lease, but shall be deemed to be for convenience only.

XVII. INSURANCE.

Insurance on condominium units and common elements and on any properties leased by the Association for and in behalf of the unit owners of the condominium shall be carried and maintained by the Association for and in behalf of the condominium unit owners, the Association, the Lessor of any property leased to the Association, and, where applicable, the mortgagee. The Association shall carry casualty insurance on all units and on all common elements, and on leased property, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils plus, where available, water damage, vandalism and malicious mischief. Also, the Association shall carry public liability and property damage insurance covering all condominium units, common elements and on leased property. Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended by the Board of Governors or the insurance carrier. The cost of the insurance shall be a common expense.

All policies of casualty insurance covering the condominium units, the common elements and leased property shall have a loss payable clause drawn in favor of an Insurance Trustee and any proceeds of any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association and the unit owners, the Lessor, where applicable, and the unit owner's mortgagees if any. The Association is the acknowledged agent for all unit owners for the purpose of negotiating and settling all claims against the insurance company, and, accordingly, is authorized to execute in behalf of the unit owners in favor of any insurer releases after settlement. The Association shall select as a Trustee any national Banking institution in Broward County, Florida, having assets in excess of Twenty Million Dollars ($20,000,000.00). Any lending institution which shall place original mortgages on more than twenty (20) condominium units in the Bayshore Embassy shall have the right to approve the Insurance Trustee and thereafter, so long as any of the mortgages continue, the Insurance Trustee shall not be changed without such lending institution's consent. The Association shall select insurance companies carrying only the highest rating and having local representatives in Broward County, Florida.

The sole duty of the Trustee is to receive the proceeds of the

casualty insurance and to hold them for the benefit of the Association, the unit owners, the unit owner's mortgagees, if any, the Lessor, where applicable, or other beneficiaries with an insurable interest, and to disburse as hereinafter set forth. The Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence as to the money in its possession. The Trustee shall receive just compensation for its services and such is hereby designated a common expense to be divided ratably, in their various percentages, among the unit owners.

Upon a loss being sustained by the condominium under any coverage, the Association shall first furnish the Trustee with a list of all unit owners, and their mortgagees, if any, and with the name of any other person having a beneficial interest in the policy, and with the percentage interest of participation in the common elements of each unit owner. Such list shall be current and shall be certified as correct by the President of the Association. Thereafter the Association shall obtain three competent appraisals by contractors authorized to do business in Broward County, Florida, as to the cost of repair. The Association shall then negotiate and settle the insurance claims with the insurance company and have the insurance proceeds paid to the Trustee.

No mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of any mortgage or mortgages, unless it be the excess of insurance payments over the replacement cost of the damaged unit, and then only after the unit is fully repaired.

In the event of loss or damage to a condominium unit where the proceeds are paid to the Insurance Trustee for such loss or damage, the Association shall enter a written contract with a reputable contractor authorized to do business in Broward County, Florida for repair of the damaged unit. The contract for repair shall be with the approval and consent of the unit owner. The damaged unit shall be returned to the same condition it was in prior to sustaining the damage, all of which shall be in accordance with the plans and specifications of Richard C. Reilly, Architect, Fort Lauderdale, Florida Commission No. 268-52 as modified by written approval of the Association. The Association shall certify to the Trustee the amount of money required to rebuild the unit and if there is a lack of money in the Trustee's hands to pay for such repairs, the difference shall be supplied by the Association and such difference shall be borne by and assessed to all of the condominium unit owners as a common expense. If the insurance proceeds are sufficient for such repairs or are in excess of the amount needed, the Association shall have the unit repaired and any overage shall be paid to the Association. The Insurance Trustee, prior to and during re-construction, shall disburse monies from his trust only for repairs and only upon the written requisition of the Association. All monies shall be paid by the Trustee for repairs directly to the contractor, who shall furnish to Trustee releases of liens for all monies paid. Contractor shall furnish a performance and payment bond on all repairs costing in excess of Five Thousand Dollars ($5,000.00). Trustee, after receipt of a release of lien, shall not be liable for the proper application of the insurance funds.

In the event of a loss or damage to the common elements whether real or personal, and the damage is covered by casualty insurance, the proceeds thereof shall be paid to the Insurance Trustee to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of repair, or replacement, or reconstruction of the common elements and the condominium units which are damaged, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Association for the use and benefit of all unit owners. If it should appear, however, that the insurance proceeds covering the loss are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, then the Board of Governors shall allocate the repairs of the common elements first from the insurance proceeds and thereafter make and collect an assessment from all owners as a common expense, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement and reconstruction of the common elements and the condominium units which may be damaged.

In all cases, the Association shall furnish to the Insurance Trustee a written contract for repair of the condominium units damaged and/or the common elements. Each condominium unit and common elements shall be repaired and replaced, from time to time, in accordance with the original plans and specifications, or as such plans have been modified by written consent of the Association from time to time. The Insurance Trustee shall disburse the money from the trust upon written request by the Board of Governors of the Association, and only upon receiving simultaneously with a disbursal, a release of lien covering each payment made. The contractor shall join with the Board of Governors of the Association in making payment requisition from the Insurance Trustee. The Insurance Trustee shall not be liable for the application of the monies paid pursuant to such requisition after release of lien is obtained therefor.

In the event that a loss should be sustained on leased property and the same is covered by casualty insurance, the proceeds shall be paid to the Insurance Trustee and the repairs, reconstruction and replacement thereof shall be conducted in the same manner as though there was a loss to a common element. Any assessment necessary to increase the insurance proceeds to a sum sufficient to provide an adequate repair shall be apportioned among the several condominium unit owners, in accordance with their common expense ratio and percentage.

In the event of a loss or damage to personal property belonging to the Association, and the proceeds are paid to the Association, the Association shall replace such damaged property unless it shall determine it to be in the interest of the condominium not to make a replacement, at which time the Association shall distribute such insurance proceeds proratedly among all of the condominium unit owners or their mortgagee or mortgagees, as their interests may appear, in accordance with their participation in the common expense.

XVIII. TERMINATION.

(1) All of the unit owners acting jointly, may terminate this condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective until the holders of all mortgages, pledges, or other encumbrance affecting any of the condominium parcels, join therein and consent and agree thereto in writing by such duly recorded instrument, and that agreement be reached by all such owners and holders of mortgages, liens, pledges or other encumbrances as to the transfer of their claim to the unit against which the lien, mortgage, pledge or encumbrance exists.

(2) Upon the termination of the condominium, the condominium property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall be the same percentage which each such owner bears in the common expenses. Such termination shall not, however, lessen, reduce or affect the liability for rental or the pledge of each condominium unit as security for lease performance.

(3) Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Governors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

(4) The members of the Board of Governors acting collectively as agent for all apartment owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

(5) The termination of a condominium shall not bar the creation of another condominium affecting the same property.

OFF. REC. 4189 PAGE 515

It is the intent of the Developer to create a condominium pursuant to Chapter 711, Florida Statutes, 1967 and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the condominium herein created by this Declaration shall fail in any respect to comply with Chapter 711, Florida Statutes, 1967, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Bylaws attached hereto, the plat certificate and floor survey and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

XX. COVENANTS RUNNING WITH THE LAND.

All provisions of the condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

IN WITNESS WHEREOF we have executed this Declaration this 14th day of April 1970.

Witness:

Hazel M. Golden

William Gundlach

William Gundlach, Trustee and Individually

Betty J. Stephanz

Juanita M Gundlach

Juanita M. Gundlach

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, Trustee and individually, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the persons who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 14th day of April 1970.

Hazel M. Golden

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE, 22, 1973
BONDED THRU FRED W. DIESTELHORST

NOTARY PUBLIC

OFF. REC. 4189 PAGE 516

ATTACHMENT A - Page 1 of 2 Pages

A PART OF THE DECLARATION OF CONDOMINIUM OF

BAYSHORE EMBASSY CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM LAND AREA

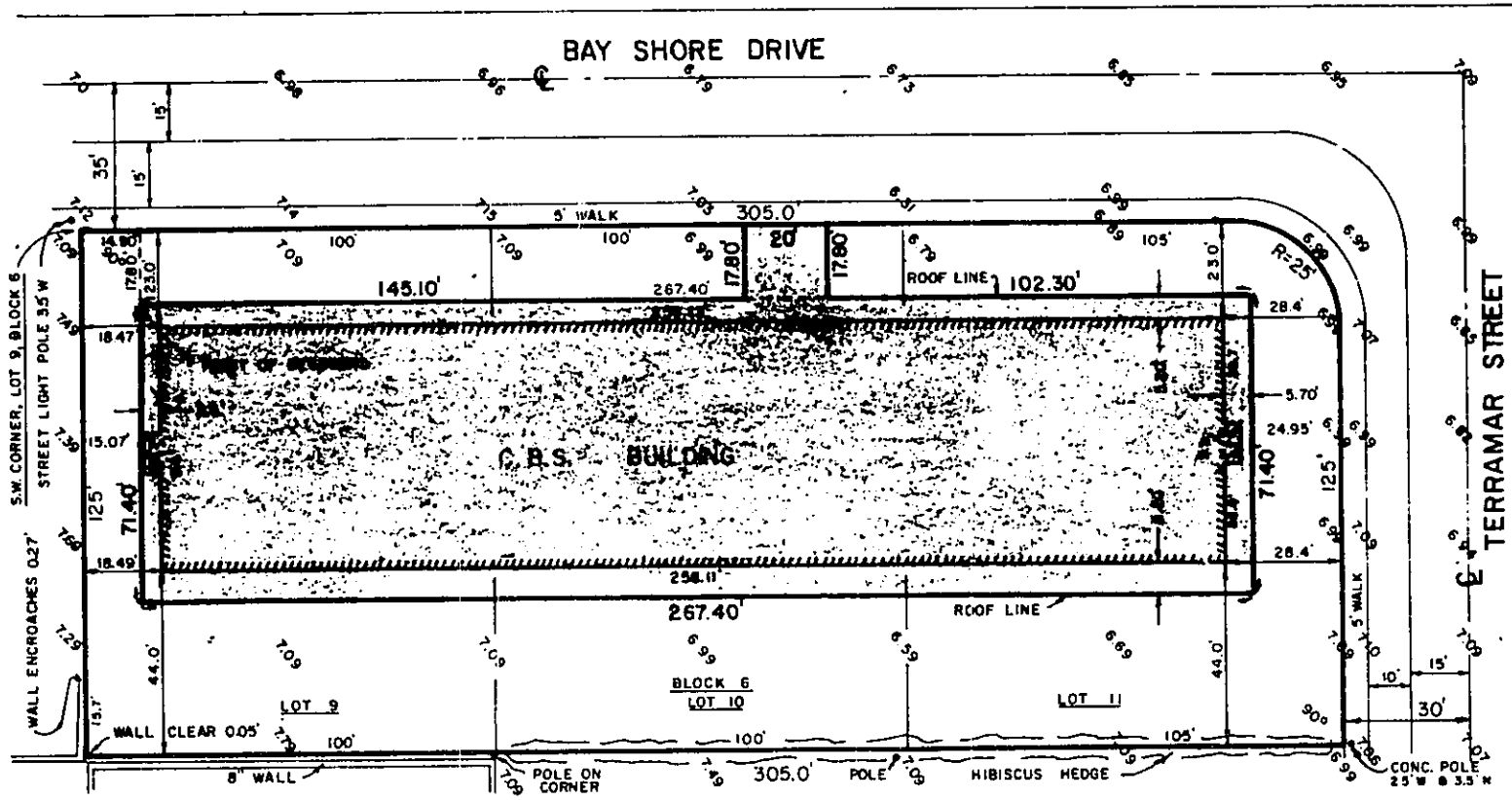
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

SEE 4189 PAGE 517

ATTACHMENT A, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



CERTIFICATE:

I hereby certify that the shadowed area on this survey accurately shows the location of the Bayshore Embassy Condominium and the ingress and egress thereto. The legal description of the condominium land appears hereon.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By: J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

CONDOMINIUM LAND AREA

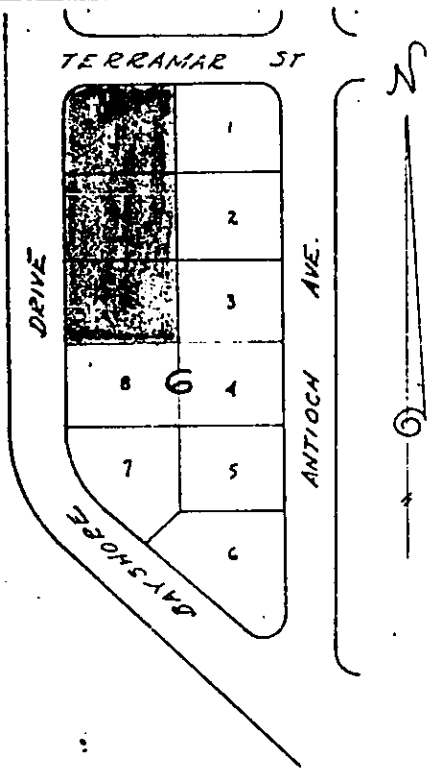
That portion of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10, thence Southerly along the said West line of Lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

OFF. REC. 4189 PAGE 518

KODAK SAFETY-A FILM A+



o Indicates Marker
Scale 1" = 40'

Note: Elevations based on assumed datum.

CERTIFICATE OF SURVEY

Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof recorded in Plat Book 19, Page 26, of the public records of Broward County, Florida.

FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

We hereby certify that we have this day completed a survey of the above described premises; that markers have been set as indicated and that this drawing is a true and correct delineation thereof.

Dated at Fort Lauderdale, Florida, this 6th day of June, 1957.

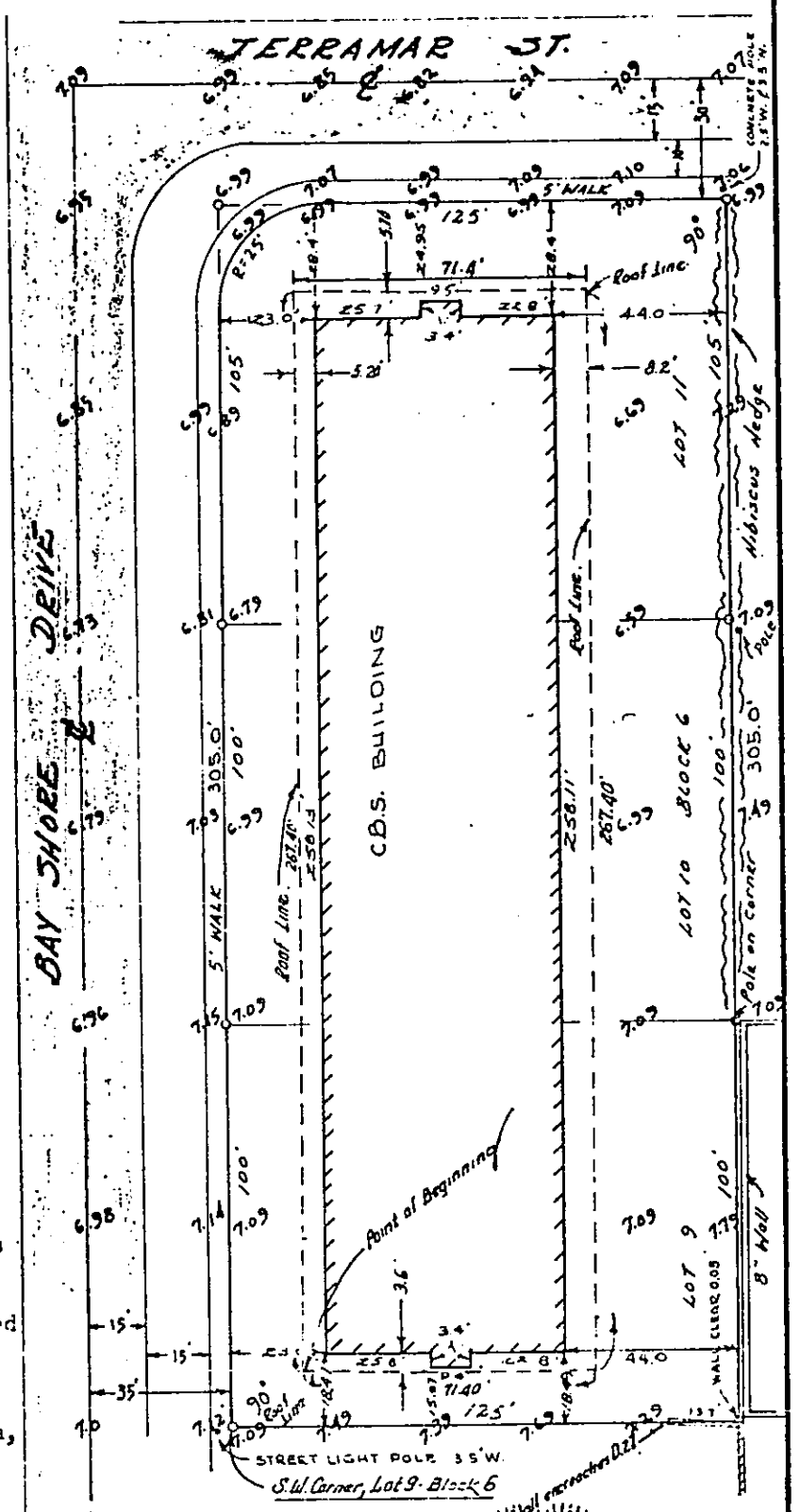
Re-Surveyed this 10th day of December, 1968, elevations not rechecked.

Building location made this 15th day of July, 1969.
Final building location made this 24th day of February, 1970.

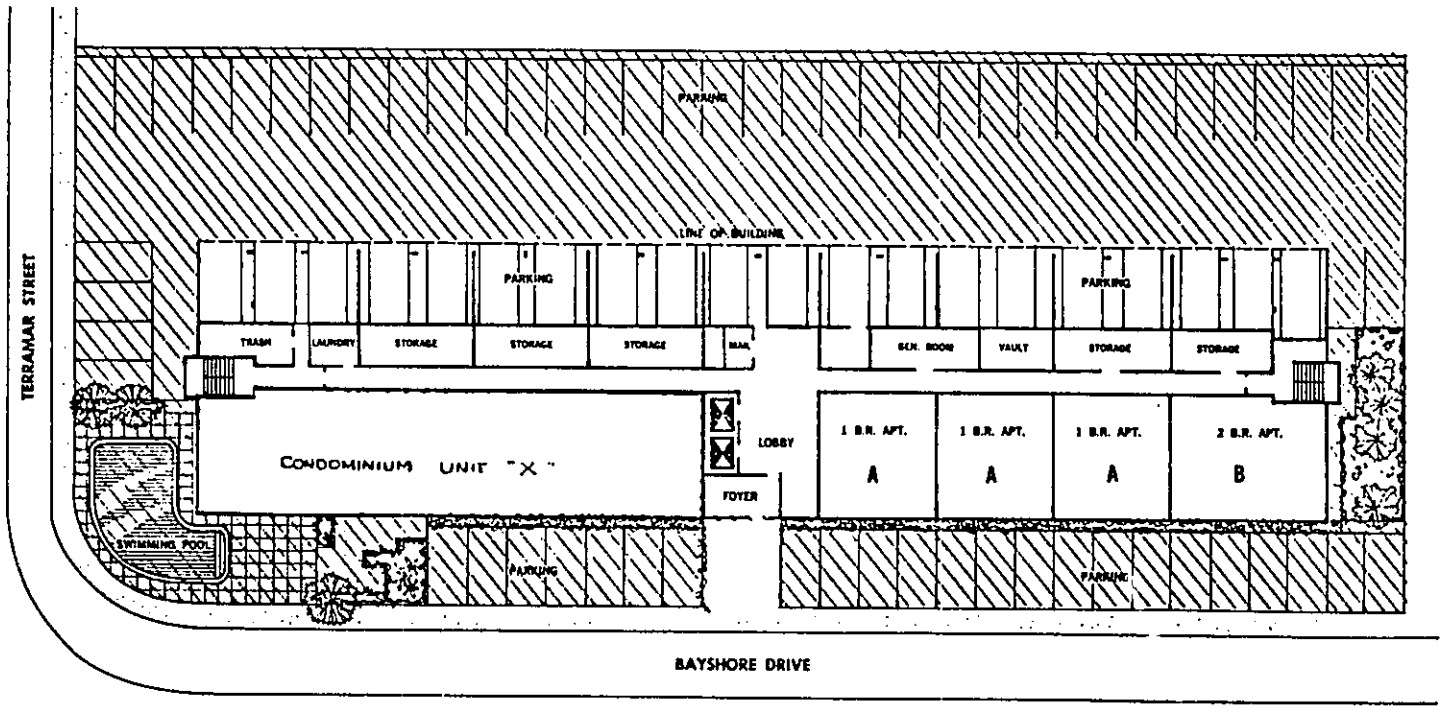
McLaughlin Engineering Co.

By: James M. McLaughlin
Registered Land Surveyor No. 2021
State of Florida

SURVEY AND SITE PLAN



OFF. REC. 4189 PAGE 519



GROUND FLOOR, GENERAL

CERTIFICATE:

I hereby certify that Ground Floor plan shows Condominium Unit "X" with reference to the foyer, the lobby, the elevator, the storage lockers, the apartments and other facilities on such floor.

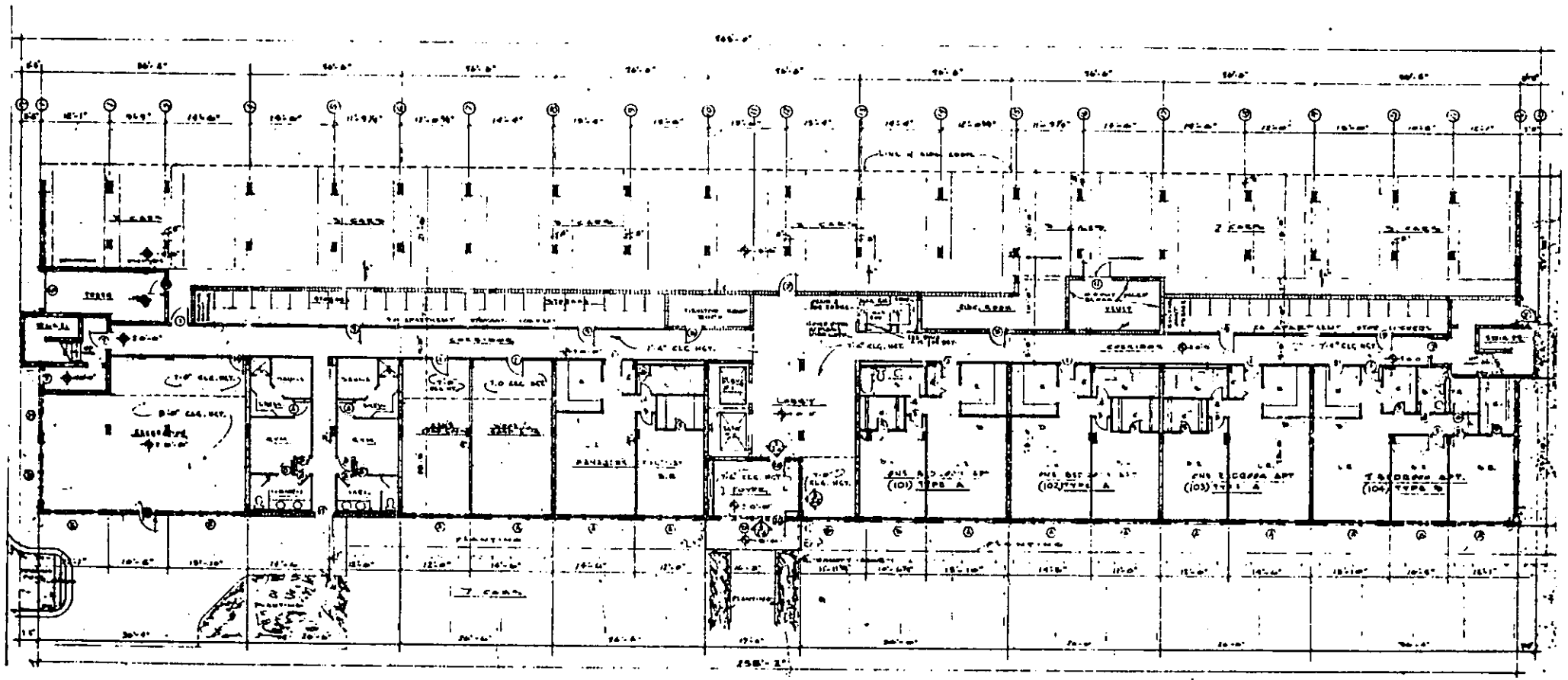
Dated: 4-13-79

Richard C. Reilly (SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

OFF. REC. 4189 PAGE 520

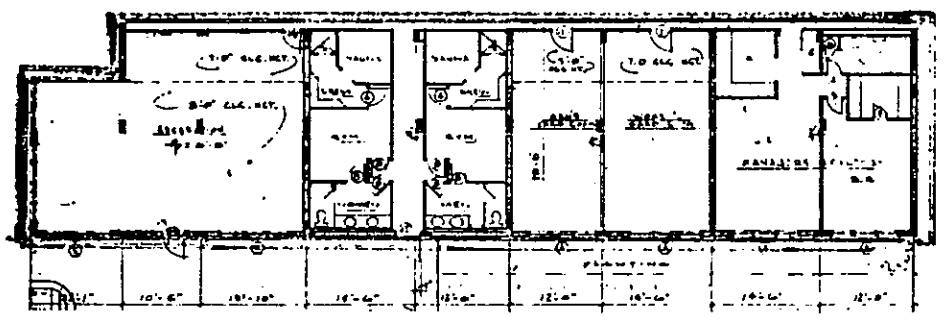


DETAILED GROUND FLOOR

REF 4189 PAGE 521

ATTACHMENT B, Page 4 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

CONDOMINIUM UNIT "X"



CERTIFICATE:

I hereby certify that the above represents Condominium Unit "X" as to size, shape and dimension.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

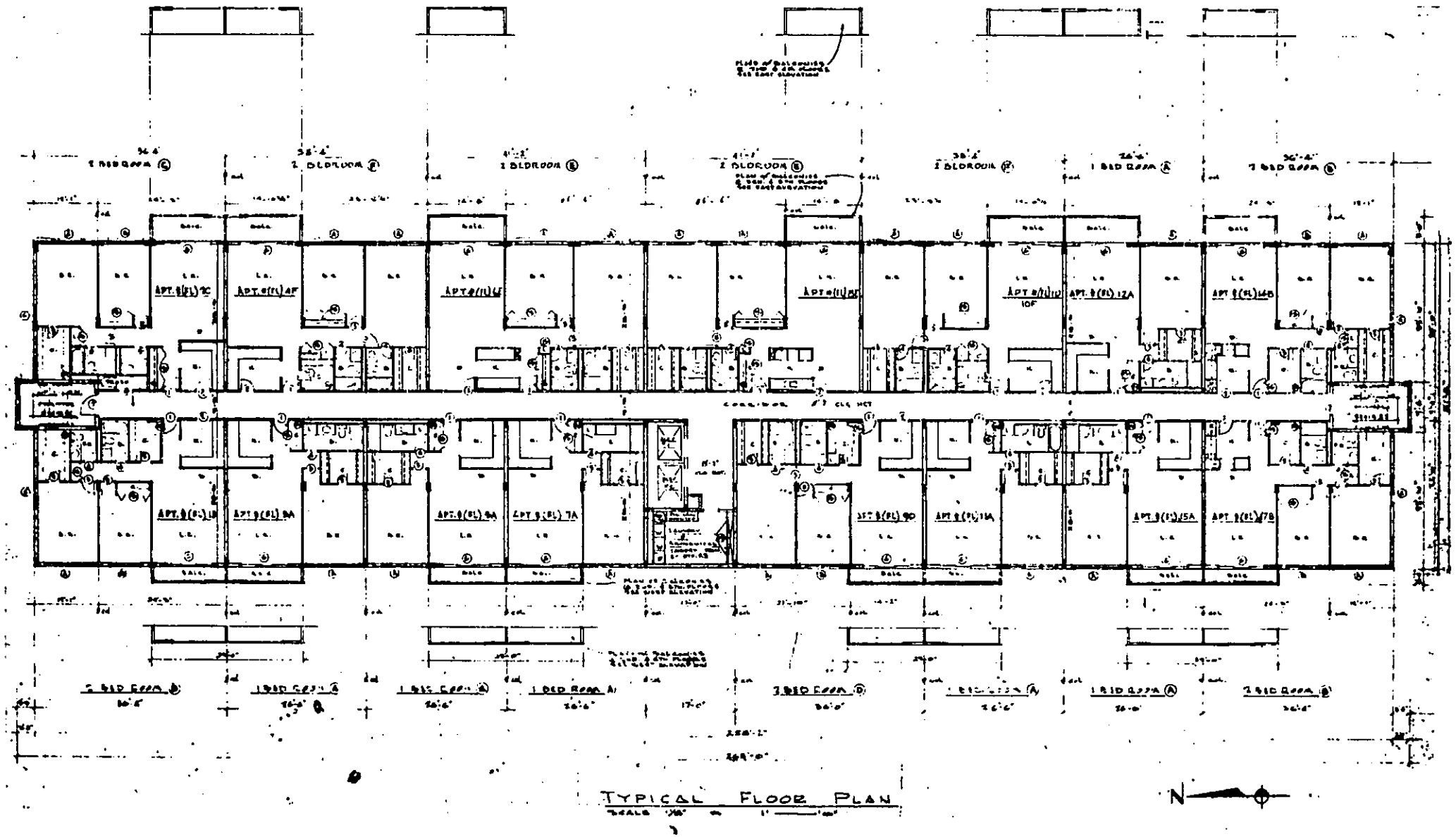
Certificate of Registration No. 2289

State of Florida

OR 4159 PAGE 522

ATTACHMENT B, Page 5 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN



TYPICAL FLOOR PLAN

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OFF REC 4189 PAGE 528

ATTACHMENT B, Page 6 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

TYPICAL FLOOR PLAN

NOTES:

This floor plan is typical of all floors beginning with the second floor. All apartment types A, B, C, D, E and F are shown with dimensions and facility locations. Each floor contains end stairwells, two elevator openings, laundry facilities and fifteen (15) condominium living units. Apartments on all typical floors have three numerals and are numbered in sequence as follows: Beginning with the northwest apartment and moving south on the west side of the building the apartments' last two numerals run 01, 03, 05, 07, 09, 11, 15 and 17, with the first numeral being the floor number, as for example the 3rd floor apartments are numbered as follows: 301, 303, 305, 307, etc. Beginning on the northeast corner of the building and moving south on the eastern side of the building, the last two digits of the apartments are even numbered. the northeast corner apartment is numbered 02, and the southeast corner is numbered 14, with 04, 06, 08, 10, and 12 in between in order. Thus typical floor four is numbered 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, and 417. There are no apartments with 13 or 16 as the last two (2) digits.

CERTIFICATE:

This typical floor plan of the Bayshore Embassy accurately reflects and sets forth the size and dimension of each apartment and the location of all apartments and their number designation with reference to each other.

Dated: 4-13-70

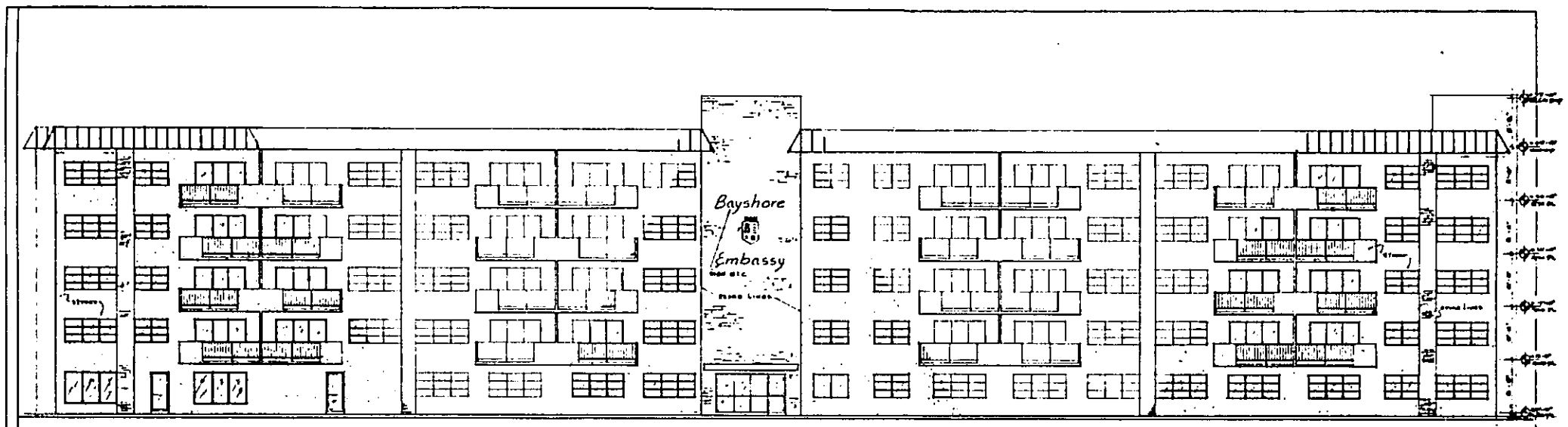
(SEAL)

Richard C. Reilly, Architect

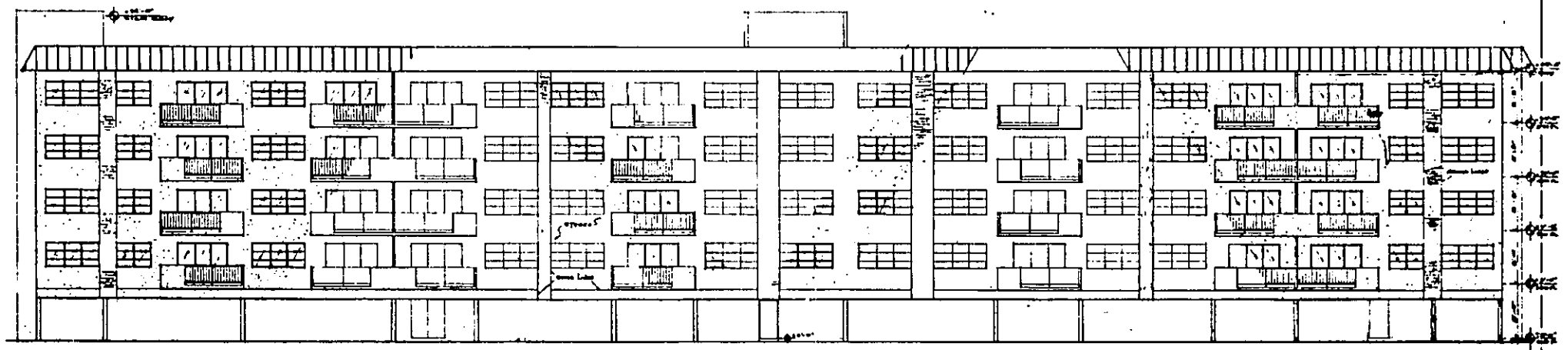
Certificate of Registration No. 2289

State of Florida

OFF 4189 PAGE 524



WEST END ELEVATION



EAST END ELEVATION

OFF. REC. 4189 PAGE 525

ATTACHMENT B, Page 8 of 8 pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

EAST END ELEVATION

WEST END ELEVATION

NOTE:

All Elevations are measured from ± 0' - 0" for architectural drawings, the same being, nevertheless 6.50 feet above mean sea level. Ground floor level is shown as 0' - 0"; first floor level is 8' - 8"; second floor level is 17' - 4"; third floor level is 26' - 0"; fourth floor level is 34' - 8"; fifth floor level is 42' - 4"; stair roof level is 52' - 0".

CERTIFICATE:

The East and West End Elevations accurately reflect the exterior view and floor elevations of the condominium building.

Dated: 4-13-70

(SEAL)
Richard C. Reilly, Architect

Certificate of Registration No. 2289

State of Florida

SEE 4189 PAGE 526

ATTACHMENT C, Page 1 of 2 Pages - A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM

LAND LEASE DESCRIPTION

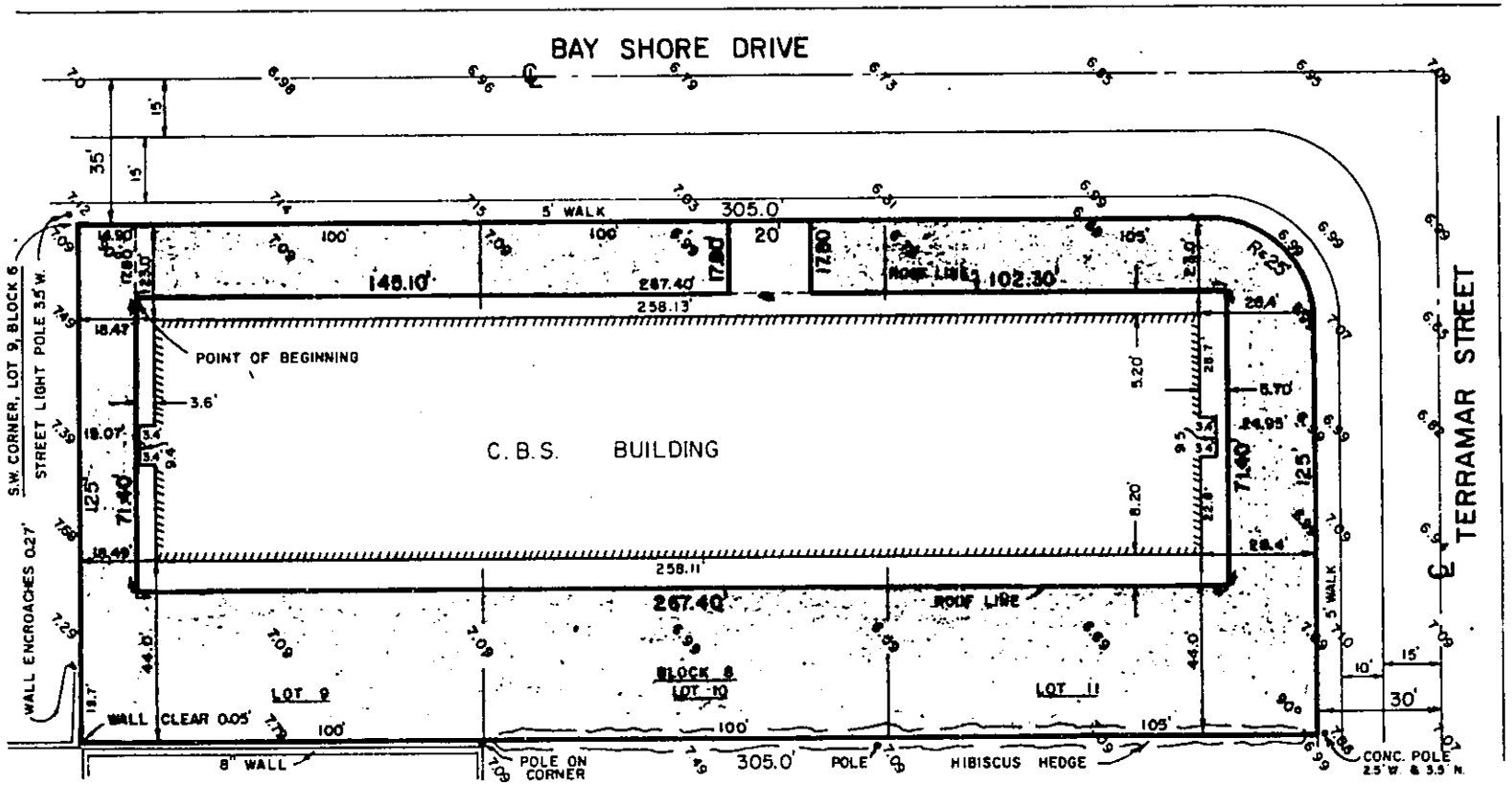
All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

Said lands situate, lying, and being in Broward County, Florida.

OFF 4189 PAGE 527

ATTACHMENT C, Page 2 of 2 Pages – A PART OF THE DECLARATION OF CONDOMINIUM OF BAYSHORE EMBASSY CONDOMINIUM



1" = 40' N

LEASED AREA

NOTE:
The shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page I of Attachment C.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page I of Attachment C.

Dated: April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

OFF. 4189 PAGE 528

CERTIFICATE OF ARCHITECT

RICHARD C. REILLY, Architect, 3100 E. Oakland Park Boulevard, Fort Lauderdale, Florida, does hereby certify as follows:

(1) That I am the architect for BAYSHORE EMBASSY CONDOMINIUM Building, being authorized to practice in the State of Florida, and have a Certificate of Registration No. 2289.

(2) That the wording of the Declaration of Condominium of BAYSHORE EMBASSY CONDOMINIUM, together with the attachments thereto as exhibits, and specifically Exhibit "B", pages 1 through 8, is a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

(SEAL)
Richard C. Reilly, Architect
Certificate of Registration No. 2289
State of Florida

Dated: 4-13-70

OFF 4189 PAGE 529

ATTACHMENT D

MISCELLANEOUS ATTACHMENTS - A PART OF THE DECLARATION OF CONDOMINIUM OF THE BAYSHORE EMBASSY CONDOMINIUM

1. Articles of Incorporation of Bayshore Embassy Condominium, Inc.
2. By-Laws of Bayshore Embassy Condominium, Inc.
3. Lease.
4. Designation of Agent.

OFF 4189 PAGE 530

ARTICLES OF INCORPORATION
OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

We, the undersigned, do hereby associate ourselves pursuant to Chapter 617, Florida Statutes, 1965, into a corporation not for profit, and to that end we do, by this Certificate of Incorporation, set forth information as follows:

ARTICLE I

NAME AND POST OFFICE ADDRESS

The name of this corporation shall be BAYSHORE EMBASSY CONDOMINIUM, INC. For ease of identification, this corporation shall hereinafter in these Articles be designated as "the Association." The post office address of this corporation shall be 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE II

POWERS AND PURPOSES

The general purpose for which the Association is organized and formed is as follows:

A Condominium has been formed on certain properties in Broward County, Florida, and this Association shall be the entity responsible for the operation of the Condominium.

This Association shall have all of the powers specifically designated for corporations not for profit as set forth in Chapter 617, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. In addition, the Association shall have all powers set forth in Chapter 711, Florida Statutes, 1965, as the same shall now exist or as the same shall from time to time be amended. By way of illustration, but not in limitation, the Association shall have the following powers:

(a) The irrevocable right to access to each Condominium unit from time to time during reasonable hours, as is necessary for maintenance, repair or replacement of the common elements therein or accessible therefrom, or for making emergency repairs therefrom or therein necessary to prevent damage to the common elements or to any unit or units.

(b) To collect assessments, rents, charges, and other monies necessary for the proper maintenance and operation and common good of the Condominium.

(c) To expend necessary monies for and in behalf of the Association and for the benefit of the Association.

(d) To maintain accounting records according to good accounting practices.

(e) To enter contracts for and in behalf of the Association.

(f) To sue and to accept service of process on behalf of the Association.

(g) To make and amend regulations governing the use of the Condominium property and to enforce in any manner necessary and proper the provisions of all Condominium documents, including these Articles, By-Laws and other rules and regulations from time to time existing which relate to the Condominium property.

ARTICLE III

MEMBERSHIP

Membership in the Association shall consist of all owners of Condominium units located in the Condominium which this Association shall operate, and no others. Membership in the Association shall be deemed automatic upon the recording in the Public Records of Broward County, Florida of a deed or other instrument establishing ownership of a condominium unit. A copy of such deed shall be furnished to the Secretary of the Association in order for the new owner to be designated a member and the old owner of the condominium unit to be removed from membership.

ARTICLE IV

EXISTENCE

This Association shall exist perpetually.

ARTICLE V

SUBSCRIBERS

The names and post office addresses of each subscriber to these Articles of Incorporation are as follows:

Name	Address
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Hazel M. Golden	1371 S.E. 7th Avenue Pompano Beach, Florida

ARTICLE VI

OFFICERS

The Officers who shall conduct the affairs of the Association, and who shall be elective by the Board of Governors of the Association, shall be a President, a Vice-President, a Secretary and a Treasurer. These officers shall serve for a period of one year unless sooner removed or disqualified, pursuant to By-Laws of the Association. The names of the officers who are to serve until the first annual election by the general membership are as follows:

President	Charles A. Micheli 133 N. Pompano Beach Blvd. Pompano Beach, Florida
Secretary and Treasurer	William Gundlach 1040 Bayview Drive Fort Lauderdale, Florida

RE 4189 PAGE 531

ARTICLE VII

BOARD OF GOVERNORS

(a) The Board of Governors of this Association shall be elected annually by the general membership and shall consist of a minimum of three (3) and a maximum of seven (7) persons. The exact number of members of the Board of Governors shall always be odd in number and shall be determined by the By-Laws. In the absence of such determination they shall be three in number.

(b) The first Board of Governors shall consist of the following persons:

George S. Davis	133 N. Pompano Beach Blvd. Pompano Beach, Florida
Charles A. Micheli	133 N. Pompano Beach Blvd. Pompano Beach, Florida
William Gundlach	1040 Bayview Drive Fort Lauderdale, Florida

(c) Until such time as the Developer of the Condominium shall have sold seven-eighths of the units in the Condominium, the Developer shall have the right to elect a majority of members of the Board of Governors, which members need not be residents of the Condominium, nor members of the Association. Likewise, until each apartment be sold one time, the Developer shall have the complete right, without association, Condominium or other approval, to determine to whom the apartment is to be sold and to make such sale.

ARTICLE VIII

BY-LAWS AND AMENDMENTS TO ARTICLES OF INCORPORATION

The By-Laws of the Association may be made, altered or rescinded at any regular meeting of the members of the Association by a two-thirds vote of the Members present and voting. These Articles of Incorporation may be amended at any regular general meeting of the Association by a three-fourths vote of the members present and voting, excepting Article VII (b) above, which may not be altered in any manner whatsoever. Written notice of the proposed changes or additions to the By-Laws and Articles of Incorporation shall be given to each Member of the Association at least ten (10) days prior to the meeting at which the proposed changes or alterations will be made, and a copy of the proposed changes or alterations shall be included in the written notice and only after prior approval of a majority of the Board of Governors.

Initially, the By-Laws of the Association shall be adopted by the Board of Governors.

ARTICLE IX

INDEMNIFICATION

There shall be no personal liability of any Governor for action taken by said Governor for and in behalf of the Association and, accordingly, every Governor and every officer of the Association shall be indemnified and held harmless by the Association against and for all expenses and liabilities, including reasonable attorneys' fees and Court costs, which may be incurred or imposed upon him by reason of any matters relating to the Association, which claim, demand, expense or liability arose by virtue of his being or having been a Governor or officer of the Association.

IN WITNESS WHEREOF we, the undersigned subscribers, have this eighteenth day of December, 1968, signed our names in Broward County, Florida.

/s/ William Gundlach
William Gundlach

/s/ Charles A. Micheli
Charles A. Micheli

/s/ Hazel M. Golden
Hazel M. Golden

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, CHARLES A. MICHELI and HAZEL M. GOLDEN, to me known to be the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Fort Lauderdale, Broward County, Florida, this eighteenth day of December, A.D. 1968.

/s/ Phyllis A. Heacock
Notary Public

My commission expires:
Aug. 6, 1969

(Notarial Seal)

OFF REC 4189 PAGE 532

BY-LAWS OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

ARTICLE I.

NAME AND LOCATION

Section 1.. The name of this Association shall be

BAYSHORE EMBASSY CONDOMINIUM, INC.

Section 2. The principal office of the Association shall be in the City of Fort Lauderdale, Broward County, Florida, at 550 Bayshore Drive. The Association may have offices at such other place as the Board of Governors may from time to time determine or the Association may from time to time require.

ARTICLE II.

Section 1. These By-Laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes, 1967 and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium Association. The Condominium which the Association shall govern is designated "Bayshore Embassy Condominium" located at 550 Bayshore Drive, Fort Lauderdale, Florida.

ARTICLE III.

MEMBERS

Section 1. As is set forth in the Charter of The Association, the membership of BAYSHORE EMBASSY CONDOMINIUM, INC. shall consist of the Condominium unit owners who shall have recorded title in their names.

ARTICLE IV.

MEETINGS

Section 1. The annual meeting of the members of the Association shall be held on the day of of each year at o'clock M. in the condominium building or at such other place or places as the Board of Governors may from time to time direct.

Should the date for such annual meeting fall on a Sunday or a holiday, the meeting shall be held on the next day following the Sunday or holiday. At the annual members' meeting, the members shall fill, by plurality vote and by written ballot, the vacancies created by the expiring terms of the Board of Governors. The owner of each of the sixty-four (64) condominium units shall have one vote, there thus being a total of sixty-four (64) votes to be cast. There shall not be cumulative voting. The members shall also transact any other business as may properly be brought before said meeting.

Section 2. At least ten (10) days before the election of Governors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination of all members so that every one shall be familiar with the persons entitled to vote at said meeting.

Section 3. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statutes or by the Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Governors, or at the request in writing of fifty per cent (50%) of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subjects stated in the Call and Notice Meeting.

Section 4. Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting, except in the case of a special meeting, where there shall be a five (5) day allowable minimum notice.

Section 5. A majority of the total number of members of the Association, present in person or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any properly called meeting of the Members, the Members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

Section 6. When a quorum is present at any meeting, the vote of the majority of the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Statutes of the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

Section 7. At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing, which proxy instrument shall be subscribed by such member and bear a date not more than ninety (90) days prior in point of time to said meeting, unless the instrument specifically provided upon its face for a longer period of time within which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting. The owner of each of the sixty-four (64) condominium units is entitled to cast one (1) vote for each unit owned, thus making a maximum possible vote of sixty-four (64). If ownership to said unit rests in two or more names, only one vote can be cast and this must be by unanimous consent of the owners of said unit. If the owners of a unit, if there be more than one, cannot agree on how to vote, such condominium unit shall lose its vote for the particular item voted upon, as there can be no split or fractional voting. If title to the condominium unit is held in the joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. If title to the condominium unit is held in the name of a corporation such officer as may be designated by corporate resolution shall be entitled to vote for and in behalf of the corporation,providing such resolution be filed with the Secretary of the Association at least ten days prior to any meeting. If two or more condominium units are joined together by one owner as one large condominium living unit, such owner shall have one vote for each condominium unit so joined, and should such joined condominium units thereafter be separated, one vote shall go with each separate unit.

Section 8. The transfer book of the Association shall be closed for a period of ten (10) days against any transfer immediately preceding any meeting of the Association, and only those owners properly registered therein shall be entitled to vote at said meeting. The transfer book shall again be re-opened after said meeting has been finally adjourned.

ARTICLE V.

BOARD OF GOVERNORS

Section 1. The condominium property, the business and all affairs of the Association shall be managed by a Board of Governors. The Charter of the Association provides for a Board of Governors of between three (3) and seven (7), the exact number to be determined by the By-Laws. Determination is hereby made for the number to be three (3) so long as the Developer has the right to select the Governors as herein set forth, after which the number shall automatically be increased to seven (7). The first Board of Governors, (and its successors where applicable) shall consist of three (3) persons, each of whom shall be designated and appointed by the Developer. Such Board shall continue to hold office until the Certificate of Occupancy has been issued for a period of six (6) months for the entire building, unless the Developer sooner waives this right in writing and the appointed Board resigns and the successor seven (7) members Board of Governor is elected and qualified as is herein provided. The three (3) man Board of Governors need not be owners of condominium units, nor residents of the condominium, nor members of the Association.

When the first seven (7) member Board of Governors is elected from among the members, all shall serve a term of one (1) year excepting the three (3) members receiving the highest number of votes, who shall hold office not only until the next succeeding annual meeting of the members, but shall thereafter hold over for one (1) additional term until the then following annual meeting. Excepting the first Board of Governors and their successors as appointed by the Developer, as aforesaid, upon the transfer or sale of the Governor's condominium unit, a Governor shall be deemed to have automatically resigned. Of the permanent Board of Governors, it shall be a requirement that at least two (2) of the Governors be permanent residents of the condominium, occupying their apartments for at least ten (10) out of any twelve (12) consecutive months.

Section 2. Excepting the first Board of Governors and their successors, who are appointed by the Developer, and excepting part of the first Board of Governors elected from among the members, the Governors shall be elected for a two year term, as hereinafter set forth. Each member shall be entitled to one (1) vote for each Governor to be elected to the Board of Governors. There shall not be cumulative voting. The Board of Governors shall be elected by a plurality vote. The first seven man Board shall hold office from the date of their election until the next annual meeting,at which time the terms of the four Governors who received the least number of votes when elected shall expire and the members shall elect four (4) replacements to the

OFF 4189 PAGE 533

Board. Board members may succeed themselves to their expired positions. At the next annual meeting, the term of the three (3) holdovers shall expire and the general membership shall again, by plurality, elect three (3) replacements to the Board. Thereafter the procedure of electing four (4) Board members one year and three (3) Board members the next in order to insure continuity of leadership, shall be repeated.

Section 3. If the office of any Governor or Governors becomes vacant for any reason whatsoever, the majority of the remaining Governors shall choose a successor of successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. The Governors may hold their meeting and keep the books of the corporation at the office of the Association in the City of Fort Lauderdale, Florida, or at such other places as they may from time to time determine.

Section 5. The annual meeting of the Board of Governors shall be held immediately following the adjournment of the annual members' meeting at the same location as the members' meeting.

Section 6. Special meetings of the Board of Governors, to be held at Bayshore Embassy Condominium, may be called by the President, and in the absence of the President by the Vice-President, or by the full membership of the Board of Governors. By unanimous consent of the Governors, a special meeting of the Board of Governors may be called without notice at any time and place.

Section 7. Notice of the annual meeting shall be in writing and shall be mailed to each Governor by the Secretary of the Association at least ten (10) days prior to the time fixed for the meeting. Notice of any special meeting shall be mailed to each Governor by the Secretary at least five (5) days previous to the time fixed for the meeting, except as in hereinabove provided. All notices of special meetings shall state the purpose thereof.

Section 8. A majority of the authorized number of Governors shall be necessary to consititute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Governors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Governors, unless a greater number be required by law or by the Articles of Incorportion.

Section 9. The Governors shall elect the officers of the Association at the annual Governor's meeting, such officers to be a President, Vice-President, an Executive Vice-President, a Secretary and a Treasurer. An officer may be removed at any time by a 5/7ths vote of the full Board of Governors, with or without cause and with or without notice. All Governors excepting the first Board and their successors as appointed by the Developer, shall be owners of a condominium unit. The President of this Association, when elected by a Board of seven Governors, must be a Governor and a permanent resident in the condominium. Any candidate for the office of President must declare to the Board of Governors prior to election that he is a permanent resident and intends to be in residence most of the time during his term of office.

Section 10. As is set forth in Section 1, all the affairs of the Association shall be managed by the Board of Governors and, accordingly, all powers and duties shall center therein. The Board of Governors shall, among other duties, carry out the following:

(1) Make rules and regulations respecting the use of the condominium property;

(2) Interview, investigate, approve or disapprove of proposed purchasers and lessees of condominium units;

(3) Make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the condominium property or for such other purposes as shall fall within the general powers of the Board of Governors;

(4) Enter contracts on behalf of the condominium to employ necessary personnel, and carry out all functions and purposes of the condominium;

(5) Satisfy all liens against the condominium property, and pay necessary expenses connected therewith.

Section 11. Although the Board of Governors shall have the right to approve and disapprove proposed condominium unit leasing, such right shall exist only with regard to condominium units which have been initially sold once by the Developer and shall not apply to any condominium units which shall be owned by the Developer of the condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgagee on the condominium unit should such institutional mortgagee acquire the condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by condominium owner of the condominium unit in lieu of foreclosure. The Developer and such institutional mortgage shall have the unrestricted right to lease or sell any unit it shall own to any person without obtaining the consent of the Board of Governors as to the approval of the Purchaser or Lessee.

Section 12. No fee or other compensation shall be paid to any member of the Board of Governors at any time except by specific corporate resolution.

Section 13. A member of the Board of Governors may be removed from office at any time during his term, either with or without cause, by a vote at a regular or special meeting of the members of sixty per cent (60%) of the total membership of the condominium, providing, however, such shall not apply to the first Board of Governors so long as it shall consist of only three (3) members.

Section 14. Upon the death, resignation, removal, withdrawal or incapacity of a member of the Board of Governors, the remaining members of the Board of Governors shall appoint a successor to serve the remainder of the term of such member affected.

ARTICLE VI.

OFFICERS

Section 1. The officers of this Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, or a Secretary-Treasurer, each of whom shall be elected for the term of one (1) year and shall hold office until their successors are duly elected and qualified. The first officers of the Association shall be appointed by the Developer of the condominium. No one shall be eligible to serve as both President and Secretary or Vice-President and Secretary.

Section 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Governors. He shall be the ex-officio member of all standing committees and shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Governors are carried into effect. He shall sign all written contracts of the Association and shall sign all checks issued by the Treasurer, in addition to the Treasurer's signature, which shall also be required on all checks. He shall execute all contracts requiring a seal, under the seal of the Association. Additional powers of the President may from time to time be designated by the Board of Governors.

Section 3. The Vice-President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Governors may prescribe.

Section 4. The Secretary shall attend all sessions of the Board of Governors and all meetings of the members, and report all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for standing committees when required. He shall give or cause to be given, notice of all meetings of the members and special meetings of the Board of Governors, and shall perform such other duties as may be prescribed by the Board of Governors or the President under whose supervision he shall be. He shall keep in safe custody the seal of the Associaiton, and, when authorized by the Board of Governors, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature. The Secretary shall also perform all other duties as are incident to his office.

Section 5. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in books belonging to the Association. He 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 of Governors. He shall disburse the funds of the Association as may be ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Governors at the regular meetings of the Board of Governors, or whenever they may require, an account of all his transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond when required by the Board of Governors, in such sums and with such securities as the Board of Governors may require, conditioned upon the faithful performance of the duties of his office. In addition, the Treasurer shall countersign all checks and expenditures with the President which shall be made by the Association.

Section 6. An officer shall receive no compensation for services rendered to the corporation unless the same be specifically set and established by a corporate resolution of the general membership.

Section 7. An officer may be removed either with or without cause by an affirmative vote of 5/7ths of the Board of Governors at a special or regular meeting.

Section 8. Any officer who shall die, be removed, resign, sell his unit or become incapacitated, shall be replaced by the appointment by the Board of Governors of a successor to serve during and for the remainder of said officer's unexpired term.

ARTICLE VII.

INDEMNIFICATION OF GOVERNORS, OFFICERS AND EMPLOYEES

Section 1. The Association shall indemnify any Governor, officer, or employee, or former Governor or employee of the Association, or any person who may have served at its requests as a Governor, officer or employee, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Governor, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association may also reimburse any Governor, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Governors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Governor, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification, and reimbursement shall not be deemed exclusive of any rights to which such Governor, officer, or employee may be entitled under any By-Law, agreement, vote of owners of condominium units, or otherwise.

RECORDED
4189 PAGE 534

ARTICLE VIII.

FINANCE

Section 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Governors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

Section 2. The fiscal and accounting year of this Association shall be fixed by resolution of the Board of Governors of this Association. In absence of a specific designation by the Board of Governors, the accounting and fiscal year of this Association shall be deemed to begin January 1st of each year and end December 31st of the same year.

Section 3. Budget. The Board of Governors shall adopt a budget for each fiscal year of the Association. Such budget will contain estimates of the cost of operating the Association during such fiscal year and shall include all Common Expense items as may be set forth herein or items as may be designated as Common Expense in the Declaration of Condominium, these By-Laws, by resolution, or by other proper means, including but not being limited to the maintenance and operation of all common elements, such as the club room, storage facilities, ground and first floor common facilities, mezzanine, toilets, exterior walls, roof, lockers, pipes, ducts, hallways, walkways, and elevator, service areas and utility services; the cost of insurance of all types taken for the protection of the common areas and leased property, if any; taxes as levied; administration costs, and any other expense item inuring to the benefit, ratably, of all unit owners. All other expense items, although not designated as a common expense, which inure to and benefit all owners equally shall be assessed and charged to the owners as though it were a common expense. Also, the Board of Governors shall determine what assessment, if any, will be required for improvements, capital expenditure or other operations not included in theabove, which shall be included in the budget.

A copy of the proposed budget shall be submitted by the Board of Governors to each member on or before the fifteenth day prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter-year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condominium unit. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Governors shall take appropriate measures as may be allowable by law.

Section 4. The books of record of the Association shall be audited each year by a firm of certified public accountants and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

Section 5. All officers, Governors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

ARTICLE IX.

MAINTENANCE AND LEASE OF NON-CONDOMINIUM PROPERTY

Section 1. The owner of each of the sixty-four (64) condominium units at the time of purchasing his condominium unit designated the Association as agent to enter into and carry out the terms and conditions of a ninety-nine year lease on the property described in EXHIBIT "A" attached hereto and by reference made a part hereof.

All sixty-four (64) unit owners, acting together, have leased one hundred per cent (100%) of the property referred to in Exhibit "A". By the terms and conditions of said lease, the owner of each unit has agreed to cause the leased property and all improvements at any time located thereon to be adequately and properly maintained. The Association being the common agent and governing body for all the condominium units, each member designates the Association as its agent to maintain the leased property, as is more fully set forth in said lease. The owner of each unit shall pay to the Association the same percentage of the cost of the maintenance and upkeep of the leased property as such owner pays of the common expenses. The Association shall include such expenses in its budget as are set forth in Article VIII above, and shall assess the same to each unit owner in the manner as therein provided. In addition, each unit owner shall pay land lease rental to the Association, which shall then pay the combined rental for and in behalf of all Lessee-Condominium unit owners, to Lessor.

Section 2. It is a requirement of ownership of a condominium unit that each condominium unit purchaser designate Bayshore Embassy Condominium, Inc. as his agent to enter and carry out the terms and conditions of said lease and that said unit owner pledge his or her condominium unit as security for the lease performance. The undivided percentage interest which each unit owner obtains in the leased premises and the rental paid therefor is directly related to the type of the apartment unit purchased. No deed for condominium unit transfer shall be recorded and no deed will be effective until the Board of Governors shall have received a fully executed copy of the new purchaser's designation of agent and pledge.

MAINTENANCE AND REPAIRS OF CONDOMINIUM PROPERTY

Section 1. Access. Any officer of the Association or any agent of the Board of Governors shall have the irrevocable right, during reasonable hours and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs or replacement of the common elements or limited common elements, either therein or accessible therefrom.

Section 2. Every unit owner must perform and execute all necessary maintenance and repair work in his own unit which would affect the condominium property if left unattended, and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their apartments, nor shall the Board of Governors cause or allow alterations or substantial additions to be made to the common elements or limited common elements except upon affirmative vote of two-thirds of the unit owners in the condominium at any regular or special meeting called for such purpose.

Section 3. In order to preserve a uniform and homogenous outside appearance, there shall be no alterations, changes, additions or other modifications, either permanent or temporary, in any manner whatsoever to the exterior of the building, by any unit owner, nor shall said unit owner make any alterations to the portions of the improvement to the condominium which are maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit, or impair any easement or violate any restrictions, without first having the approval of two-thirds of all of the owners of the condominium apartments in writing. This provision shall include prohibition against sun shutters and storm shutters.

ARTICLE XI.

DEFAULT

Default or violation under By-Laws, Declaration of Condominium, House Rules, or Corporate Charter by any unit owner shall entitle the Association or other unit owners to such legal remedies as may now or hereafter be available, including by way of illustration, foreclosure, ejectment, damages or injunction. Should a defaulting unit owner be adjudged by a court of competent jurisdiction to be in default, said owner shall pay to the Association or to such other unit owner who may have brought the action, all costs and expenses incident to such suit, together with reasonable attorneys' fees as shall be set by the court.

ARTICLE XII.

PARKING

At the time of the purchase of member's unit, member was irrevocably assigned the parking space bearing the same number designation, as purchaser's condominium unit. The condominium unit owner has the right to let any one use his parking space, but nothing herein shall be construed to allow a transfer or separation of the parking space and the unit bearing the same number designation. The parking area is declared to be a common expense and the expenses incident to the same shall be divided among the several unit owners as are other common expenses. Parking spaces are for passenger automobiles only and no boats, trucks, trailers or other vehicles or objects shall be placed in or around the parking space assigned.

ARTICLE XIII.

AMENDMENT OF BY-LAWS AND DECLARATION OF CONDOMINIUM

The Declaration of Condominium and these By-Laws shall be altered, amended, added to or modified only in the following manner:

A proposed amendment to either the Declaration of Condominium or the By-Laws may originate by a written petition signed by fifteen per cent (15%) of the general membership of the condominium setting forth the proposed change or addition, which petition shall be submitted in writing to the Board of Governors, or a proposed change or amendment may originate with any member of the Board of Governors. In either case, the proposed amendment shall be submitted in writing to the Board of Governors who shall act upon the same within thirty (30) days of its presentment in writing to them.

OFF 4189 PAGE 535

Within sixty (60) days after approval of the proposed amendment or addition by 5/7ths of the Governors, in its original or in an altered form, the President of the Association shall call a special meeting of the general membership of the Association for the purpose of voting upon the proposal. Thirty (30) days prior to the special meeting at which the amendment or alteration is to be considered, written notice of the purpose of the meeting together with a copy of the proposed change, shall be given to each member in the manner required by these By-Laws for special meetings.

In order for such amendment, alteration, addition, modification or change as proposed for the By-Laws or the Declaration of Condominium to be passed, approval must be obtained from seventy-five per cent (75%) of the owners of condominium units. The amendment shall thereafter be placed in a form executed with the formality of a deed and recorded according to law in Broward County, Florida.

In the event the Board of Governors shall disapprove the proposed amendment as presented to it, nothing shall present the general membership, consisting of the condominium owners, from requiring a special meeting to be held, upon written request of fifty per cent (50%) of all unit owners, to consider such amendment or change. The President shall, upon receiving the request for a special meeting, thereafter proceed as though the amendment or change had been approved by the Board of Governors by a 5/7ths vote.

No amendment, change or addition to, or alteration or modification of any condominium document, shall abrogate any right of the Developer, the Lessor of the leased property or the original institutional mortgagee of any unit, as the case may be, as reserved in the Declaration of Condominium, these By-Laws, or the Lease above referenced. Nor shall any amendment, addition, alteration or modification change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights except upon one hundred per cent (100%) vote approval of all condominium unit owners.

ARTICLE XIV.

PARLIAMENT PROCEDURE

The Association, at all its meetings, shall be governed by Roberts Rules of Order as to procedure and order, unless otherwise directed or required by these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

These By-Laws were adopted on: January 2, 1969

by the first Board of Governors at Fort Lauderdale, Florida.

BAYSHORE EMBASSY CONDOMINIUM, INC.

(Corporate Seal)

By _____ President

Attest _____ Secretary

LEASE

THIS LEASE made and entered in the City of Fort Lauderdale County of Broward and State of Florida on this 2nd day of January 196 9 by and between WILLIAM GUNDLACH, Trustee, herein designated as "Lessor" party of the first part and BAYSHORE EMBASSY CONDOMINIUM, INC. a Florida corporation not for profit, herein called "Lessee", party of the second part. This is made for the benefit of the parties, their heirs, personal representatives, successors, and assigns, and for convenience reference is made to them in the singular number and neuter gender.

WITNESSETH:

WHEREAS, Lessor is the owner of certain property more fully hereinafter described, and

WHEREAS, Lessee is desirous of leasing from Lessor said property

NOW, THEREFORE in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, in accordance with the provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns, that certain property situate, lying and being in Broward County, Florida, as is more specifically described in Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belongings, or in any wise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due to the Lessor and owner by the Lessee herein), unto said Lessee, for a term of years as is hereinafter set forth in Paragraph I of this Lease.

Lessee states and Lessor acknowledges that Lessee in entering this Lease, is an agent acting collectively for each of the sixty-four condominium apartment unit owners in Bayshore Embassy Condominium, as said condominium is recorded in Official Records Book Pages , of the Public Records of Broward County, Florida, and is done for convenience purposes. The portion of the total rent which each condominium unit owner must pay and the percentage of liability which each bears for the other covenants in the Lease are set forth in Exhibit "B" attached hereto and by reference made a part hereof. No condominium unit owner is liable nor responsible for any other condominium unit owner's payments under the Lease. Each condominium unit owner's apartment is pledged as security for performance under the Lease.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

ARTICLE I.

TERM

The term of this Lease shall be for a term of ninety-nine (99) years. This Lease shall begin at twelve o'clock noon on Jan. 1, 19 70 and, as aforesaid, shall continue for ninety-nine (99) years thereafter until twelve o'clock noon on the last day of the ninety-ninth year.

ARTICLE II.

POSSESSION AND TITLE.

Lessor covenants and agrees that it is possessed of the fee simple title to the above described property, and it assures Lessee of quiet and peaceful possession against all persons whomsoever, except persons claiming under, by or through the Lessee, and subject to the rights which may exist by reason of zoning restrictions, easements, limitations, restrictions or covenants of record, taxes and special assessments, and BAYSHORE EMBASSY CONDOMINIUM, INC. rules, regulations, and restrictions. Possession of the leased premises shall be delivered to the Lessee on the day the term of the Lease shall begin.

ARTICLE III.

RENT.

The Lessee shall pay to the Lessor an annual rental in four equal quarterly installments on January first, April first, July first and October 1st of each year, each of said installments being payable in advance. In the event the Lease does not begin on a calendar quarter, the first quarter's rent shall be prorated so that the Lessee shall pay only for the remaining days in the quarter; then upon the beginning of the next calendar quarter, a full rental installment shall be due and payable in advance.

The annual rental for both the ground and condominium unit "X" shall be the combined sum of all apartment rentals, Type "A" apartments at $35.00 per month, and Type "B", Type "C", Type "D", Type "E" and Type "F" apartments at $45.00 per month. Each apartment unit owner is to pay the rate designated for the particular type of apartment owned to the lessee for transmittal to the lessor.

On January 1, 1975 and at the end of each fifth year thereafter during the term of this Lease and any automatic extension hereof, the annual collective rental, and each individual condominium unit owner's rental shall be adjusted either upward or downward, as the case may be, and it shall thereafter become such sum of money as is equivalent to the purchasing power of the annual rental as set forth above as of the months of August, September and October, 1969. The purchasing power shall be measured by the average of the index numbers of the retail commodity prices for the months of August, September and October immediately preceding the date of adjustment. The new annual rental shall be determined by multiplying the annual rental as shown on Exhibit "C" by the average of the index numbers of retail commodity prices for the months of August, September and October of the year in which the adjustment is made and dividing the result by the average of the index numbers for the months of August, September and October of 1969, which is 129.267 . The index numbers to be employed are the index numbers of the Retail Commodity Prices designated as "Consumer's Prices Index All Items (1957-9=100)" prepared by the Bureau of Labor and Statistics of the United States Department of Labor. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of authenticity. In the event the United States Department of Labor ceases to prepare and publish such retail commodity index numbers, the adjustments of rents thereafter shall be in accordance with the most closely comparable commodity index as determined by agreement of Lessor and Lessee, and in the absence of such agreement, then as determined by arbitration in accordance with the existing rules of the American Arbitration Association. Once the rental is adjusted during any given five year period, said rental shall continue during the entire five year period. Adjustments upward or downward shall be effective January 1, 1975 and on January first of each fifth year thereafter, and the rental as determined shall be paid for a full sixty (60) months during each five year period.

ARTICLE IV.

TAXES AND ASSESSMENT.

In addition to the rent hereinabove specified and as a further part of the consideration to be furnished by the Lessee, and as additional rental for the term demised, the Lessee covenants and agrees with the Lessor that the Lessee will, during the full term of this Lease, promptly pay all taxes of every kind and description, including by way of illustration and not limitation, sales or use taxes on rents, and real estate taxes, together with all charges and assessments, whether special or general, (including specifically all special assessments and liens for public improvements imposed subsequent to the date that the full Certificate of Occupancy is issued for the Bayshore Embassy Condominium) and other impositions and liens for public improvement, and in general, all taxes, tax liens, general obligations or liens in the nature of taxes which may be assessed, imposed or levied against the rent here agreed to be paid, the premises, including the land and all buildings, fixtures and improvements which may be hereafter placed thereon, including all taxes which are assessed by any and all governmental authorities (city, town, county, federal, special drainage, school or other taxing agencies, authorities or districts or otherwise), together with any interest, penalties, or other charges which may accrue, thereon provided that in the event any of said taxes or assessments are payable according to the terms of their imposition, in installments, then the Lessee shall have the right to pay the same as such installments fall due. The parties intend that the obligation to pay all of said taxes and charges, as enumerated in this paragraph as herein imposed upon the Lessee, shall extend to and include all taxes and charges assessed for or accruing after complete Certificate of Occupancy is issued for the entire Bayshore Embassy Condominium building. Taxes and other charges shall be paid by the Lessee prior to their due date each year in which levied. Lessee covenants and agrees that it will pay all taxes and assessments for the last full calendar year of this Lease.

In case the Lessee shall fail, refuse or neglect to make any or either of the payments in and by this Paragraph 4 required, then the Lessor may, at Lessor's option, and without its constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payment, together with interest on all such amounts at the rate of ten per cent (10%) per annum, shall and will be paid by the Lessee unto the Lessor, upon demand by the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the reimbursement thereof of and from the Lessee.

SEE 4189 PAGE 537

The parties intend that any temporary extension by tax collecting authorities, or by ordinance, or by statute of the due or delinquency date of taxes shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes no later than their normal due date in the year in which levied, and at no time later than the delinquency date, whichever is earlier.

ARTICLE V.

ACCEPTANCE OF PREMISES AND TITLE.

By the execution of this Lease, Lessee hereby accepts the title to the hereinabove described and leased property. Lessee warrants that it is familiar with the zoning ordinances, subdivision restrictions, if any, and such other statutes, both federal, state, county, municipal or otherwise, or things which may in any way affect said property.

Lessee, in acquiring this Lease, has done so as a result of a personal inspection of the premises, and no oral representations of any kind made by Lessor and not incorporated in this instrument shall be binding upon Lessor and Lessee, this Lease containing the full embodiment of the Lessor's and Lessee's agreement.

ARTICLE VI.

CONSTRUCTION

Lessee shall not in any other manner improve the premises by the addition of any other improvement or structure whatsoever without the specific approval and concurrence by the Lessor.

No structure or improvement, once constructed after approval, may be demolished or altered or in any way diminished in value by the Lessor or any person claiming hereunder, except in accordance with the provisions of the Article hereinafter contained which is captioned "DEMOLITION CLAUSE", and any attempt to demolish or diminish the size and value of such shall constitute a violation of this Lease unless done in accordance with the provisions of said "DEMOLITION CLAUSE".

ARTICLE VII.

LESSEE TO CARRY LIABILITY INSURANCE.

Lessee covenants and agrees that Lessee will pay all expenses necessary to keep and maintain in good order, condition and repair, all structures and improvements now or hereafter situated on the demised premises, which property is subject to the Lessor's lien hereunder. Lessee agrees to save and keep the Lessor free and harmless from any and all damage and liability occasioned by the use of said premises and shall indemnify and save harmless the Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building and improvements upon said premises and out of any accident causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises; and the Lessee covenants and agrees to provide or cause to be provided fully paid up policies of insurance generally known as public liability policies and/or owners', landlord and tenant policies, insuring the Lessee and the Lessor against all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the property or the improvements and structures located thereon to the extent of not less than Five Hundred Thousand Dollars ($500,000.00) to cover the claim or damage from any single or specific cause, by any one person, and to the extent of not less than Three Million Dollars ($3,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims that may arise or be claimed to have arisen against the Lessor as aforesaid. Lessee agrees to adjust the minimum coverage above referenced at the time and in direct proportion to any rental increase as set forth and established pursuant to ARTICLE III above.

Whenever, under the provisions of this Lease, policies of insurance are required to be issued or maintained by the Lessee, Lessee shall cause the original of such policies or certificates of the issuance thereof to be delivered to the Lessor as evidence of the compliance by the Lessee with the terms and provisions of this instrument, except where the terms of any mortgage require that said policies be held by the mortgagee, the lessee shall furnish Lessor a conformed copy of the policies.

ARTICLE VIII.

FIRE, WINDSTORM AND CASUALTY PROVISIONS: RELATED INSURANCES.

The Lessee does hereby covenant and agree with the Lessor that Lessee will at all times during the term of this Lease insure or cause to be insured (1) any and all buildings or improvements that may be built or placed upon said demised premises, and (2) Lessee's condominium unit which is pledged to Lessor to secure Lessee's performance hereunder, in good and responsible insurance companies authorized to do business in the State of Florida, and approved by the Lessor or any mortgagee then holding a mortgage encumbering the demised premises, for protection against all loss or damage by windstorm or fire and other casualty, to an amount that will be sufficient to prevent co-insurance on the part of the Lessor or Lessee, and all policies issued and renewals thereof shall be payable in the event of loss to the Lessor and the mortgagee, if any, as their interests may appear, provided, however, that Lessee's liability for insurance costs shall be limited by Lessee's percentage interest in this Lease. In the event of the destruction of said structures or improvements or said personal property by fire, windstorm, hurricane, or other casualty for which insurance money shall be payable, such insurance money shall be paid to an Insurance Trustee as provided for in the Declaration of Condominium of Bayshore Embassy Condominium, and shall be used for the reconstruction or repair, as the case may be, of any improvement or structure dam[illegible] or destroyed by fire, windstorm, hurricane or other casualty for which the insurance money was payable. The Insurance Trustee shall pay out fro[illegible]nsurance proceeds from time to time, on the estimates of any architect or requisition of any general contractor licensed in the State of Florida sele[illegible] Lessee and approved by Lessor, who shall have supervision of such reconstruction and repair, providing the same certifies that the amount of eac[illegible]imate or requisition is or has been applied to the payment of the reconstruction or repair, and at a reasonable cost therefor, provided further, that it first be made to appear to the satisfaction of the Insurance Trustee that the amount of money necessary to provide for the reconstruction or repair and refurnishing of any structure or improvement destroyed or damaged as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided by the Lessee for such purpose and its application for such purpose assured.

The Lessee covenants and agrees with the Lessor that in the event of the destruction or damage of any structure and or improvements, or any part thereof and as often as the same shall be destroyed or damaged by fire, windstorm, hurricane or other casualty, and whether or not covered by insurance, the said Lessee shall rebuild and repair the same upon the same general plans and dimensions as before the said fire, windstorm, hurricane or other casualty, or upon such other plans as may be agreed upon in writing by the said Lessor and Lessee respectively, the reconstruction so rebuilt and repaired and the personal proprty so replaced to be based upon the same value as the building and improvements upon the demised property prior to such damage or destruction, and shall have the same rebuilt and ready for use within six (6) months from the time when the loss or destruction occurred and shall be free and clear of all liens or claims of contractors, sub-contractors, mechanics, laborers and materialmen or the possibility thereof.

If at any time such insurance money comes into the possession of the Insurance Trustee after destruction by fire, windstorm, hurricane or other casualty, and the Lessee is in default in the payment of any rent, tax assessment, lien or other charges which, by the terms of this Lease, has been agreed to be paid by the Lessee, or if such default shall occur during the time said insurance money, or any part thereof, is in the bank account, as aforesaid, then the Lessor shall be entitled to receive from the Insurance Trustee, upon written application therefor, so much of the insurance money as may be necessary to fully pay or discharge any such sum of money in the payment of which the Lessee is in default, as aforesaid, and this shall be done whenever and as often as any such default shall occur on the part of the Lessee. Nothing herein contained, however, shall be construed as permitting the Lessee to default in the payment of the rentals or other charges herein stipulated to be paid, or in the performance of the other covenants of this Lease, and the Lessor may, at Lessor's option, in case of default in the payment of such rents or other charges, or default in the performance of any other covenant in this Lease, proceed against the Lessee for the collection of such rentals and charges, and recover and take possession of Lessee's interest in and to the premises herein described, in accordance with the provisions of this Leave herein set forth, and without prejudice to its rights to the benefit of such insurance money as security for the payment of such rentals and other charges. Lessee will forthwith reimburse the Insurance Trustee and immediately deposit for the purpose of reconstruction or repair, any amount so paid thereout on account of any default of the Lessee.

It is agreed by and between the Lessor and the Lessee that any excess of money received from insurance remaining with the Insurance Trustee after the reconstruction or repair of such building or buildings, if there be no default on the part of the Lessee in the performance of the covenants herein, shall be paid to the Lessee. In case of the Lessee not commencing the reconstruction or repair of said buildings and prosecuting them continuously to completion and causing such completion to be accomplished within six (6) months after the occurrence of such damage or loss occasioned, as aforesaid (exclusive of delays caused by strikes, war, fire and other casualty) then the amount so collected of the balance thereof remaining with the Insurance Trustee, as the case may be, shall be paid to the Lessor, and it will be at Lessor's option to terminate this Lease for default resulting from the failure on the part of the Lessee to promptly, within the time specified, complete such work of reconstruction or repair.

ARTICLE IX.

DEMOLITION CLAUSE.

Lessee covenants and agrees that neither leasehold improvements nor Lessee's condominium unit pledged to Lessor to secure Lessee's performance hereunder, once constructed, shall be moved or torn down, in whole or in part, unless Lessee shall first have agreed in writing, in a manner approved by Lessor, to replace or restore the improvement or to repair or replace the portion thereof demolished with others of equal or greater value. Once approval of such is made, no work or demolition shall be commenced until Lessee shall have first furnished the Lessor, and the Lessor shall have approved the plans and specifications, the contract of demolition and reconstruction, and the Lessee shall have an escrow fund sufficient in amount to assure the payment for

OFF REC 4189 PAGE 538

such work. The Lessee shall also furnish the Lessor with a good and sufficient performance and payment bond with corporate surety, by a surety company authorized to do business as such in Broward County, Florida, and currently listed on the United States Treasury List of Approved Bonding Companies in good standing and conditioned upon the said work of restoration, renovation or replacement being carried through to completion in accordance with the terms hereof, and all bills for work, labor, services and/or materials utilized in said work being paid and waivers of lien therefor procured. The said work, when started, shall be carried through continuously to completion and the time between the starting of the demolition and the completion of the work shall not be longer than twelve (12) months. Nothing herein contained shall be construed as:

(a) Prohibiting Lessee from making repairs, doing ordinary remodeling in order to preserve any structure or improvement which may be located upon the demised or pledged premises or in order to extend or bring the same up to date.

(b) Requiring the Lessor to join in any mortgage in connection with or become liable in any way for any portion of the cost of doing any work of demolition, repair, remodeling or rebuilding.

(c) Relieving Lessee of any rental payment due under this Lease.

ARTICLE X.

FIXTURES AND EQUIPMENT.

It is further understood by and between the parties that during the continuance of this Lease, the Lessee shall take care of and preserve any and all fixtures and equipment installed on the leased premises and in the pledged condominium unit, and will allow the Lessor to check said fixtures and equipment, and the Lessee will replace all broken, damaged and missing fixtures and equipment installed on or in the said demised premises and pledged condominium unit, and in the event of termination of this Lease by default, the fixtures and equipment shall belong to and be the property of the Lessor. The provisions hereof apply to the replacement of any such fixtures and equipment; but nothing herein contained shall be construed as depriving the Lessee of the privilege of selling or otherwise disposing of any part of said fixtures and equipment, if simultaneously with such sale and disposal, the Lessee replaces such article so sold and disposed of with other articles of similar utility, and of the same quality and value, of greater, as the disposed of articles had when new; nor shall this section of the Lease be so construed that the natural depreciation and obsolescence loss through use of said personal property will constitute a default hereunder.

ARTICLE XI.

LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIEN.

It is hereby stipulated and agreed by and between the parties hereto that during the demised term, there shall be no mechanic's lien upon the Lessor's interest in the demised land and in the structures and improvements located thereon arising through the act of the Lessee, or any person claiming under, by or through the Lessee, and that no person other than the mortgagee as provided for herein below shall ever be or become entitled to any lien, directly or indirectly derived through or under the Lessee, or through or under any act or omission of Lessee, superior in rank or dignity to that of this indenture reserved to the Lessor upon the lands hereby demised or upon any improvement now or hereafter situate thereon, or upon any insurance policies of insurance money aforesaid, for or on account of any labor or material furnished for any such improvements, or for or on account of any material or thing whatsoever, and nothing in this indenture contained shall be construed in such a way as to contradict this provision in this indenture. All persons furnishing any such labor or material to the Lessee, or to the premises, at the Lessee's order, or at the order of any person dealing directly or indirectly with the Lessee, as well as all persons whomsoever, shall be bound by this provision and by notice thereof from and after the date of this indenture, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Lessee and Lessee's interest only in the above demised land and Lessee's interest in all buildings and improvements thereon located, to secure the payment for any bills for work done, or materials furnished or performed during the term hereby granted.

The Lessee shall have no authority to create any lien for labor or material upon the Lessor's interest in the demised premises, and neither the Lessee, nor any one claiming by, through or under the Lessee, shall have any right to file and place any labor or material lien of any kind or character whatsoever upon the demised premises, and the building and improvements thereon located so as to encumber or affect the title of the Lessor in said land and the buildings and improvements thereon located, and all persons contracting with the Lessee, for the erection, construction, installation, alteration, or repair of any building, buildings, seawall, groin or other improvements, or for the destruction or removal of any building or buildings upon the demised premises, including furnishings and fixtures, and all materialmen, contractors, mechanics and laborers, as heretofore mentioned are hereby charged with notice that as and from the date of this instrument they must look to the Lessee and the Lessee's interest only in and to the demised premises to secure the payment of any bill for work done, or materials furnished, or performed, during the term hereby granted.

The mere fact of the existence of a mechanic's or materialman's lien or liens, however, shall not of itself operate as a forfeiture or termination of this indenture, provided the Lessee, within thirty (30) days after receipt by it of written notice of lien from the lienor or within thirty (30) days after the recording of such notice of lien among the Public Records of Broward County, Florida, in the event notice of lien is not served upon the Lessee, shall cause the same to be cancelled, released and extinguished, or the premises released therefrom by the posting of bond, or by any other method prescribed by law, and proper evidence thereof be furnished to the Lessor, and if such lien or liens appear of record, the Lessee shall cause the same to be cancelled, satisfied, and discharged of record. If, however, the Lessee shall dispute the amount or validity of any mechanic's or materialman's lien claimed, or any other claim asserted, the Lessee shall post a bond with the Lessor in the amount of one and one-half times the amount of the lien or claim, and with all due diligence, institute or defend an appropriate action or proceeding in a court or courts of competent jurisdiction upon the cause of action, and shall, by injunction, due defense of the suit, or otherwise prevent any sale or impairment of the title of the Lessor, and shall prosecute or defend such action or proceeding with reasonable diligence to a final determination, and if such suit or defense shall be instituted within said period of thirty (30) days after the time when said lien shall have been filed, then, in such a case, the time reasonably required in the litigation of such action shall be added to the above thirty (30) days time; provided, however, that in any event it shall be the duty of the Lessee after contesting such lien, to cause the said lien to be cancelled, released, extinguished, or adjudicated not to exist, or to cause the premises to be released therefrom by the posting of bond or by any other method prescribed by law at least thirty (30) days before the time when the premises or any interest therein, or the Lessee's interest therein, might otherwise be offered for sale by reason of said lien; and promptly upon relieving the premises of such claim, the Lessee shall have the duty of furnishing the evidence thereof unto the Lessor.

ARTICLE XII.

PAYMENT OF INSURANCE PREMIUMS.

It is further understood and agreed that the Lessor shall in no way be or become liable for the payment of any of the premiums required to be paid for any of the policies of insurance required in and by this instrument to be procured by the Lessee nor shall the Lessor in any way be responsible for the collection or non-collection of any of the proceeds from any of the said policies of insurance.

It is further covenanted and agreed that in case, at any time during the continuance of this indenture, the Lessee shall fail, refuse or neglect, after being given ten (10) days notice by the Lessor to procure or pay for any of the policies of insurance required in and by this instrument to be procured and paid by the Lessee or to keep and maintain the same in full force and effect, the Lessor, at its option (and without such act constituting a waiver of the default by the Lessee thus occuring) may procure or renew such insurance; and thereupon, the amount or amounts of money paid as the premium or premiums thereon, plus interest at the rate of ten per cent (10%) per annum, shall be collectible as though it were rent then matured hereunder and shall be due and payable in ten (10) days after the date of payment by the Lessor, or in lieu thereof, this indenture and the term hereby created may, at the option of the Lessor, be terminated and declared at an end, and all of the rights, estates and interest of the Lessee in such event hereunder shall immediately cease.

ARTICLE XIII.

LAWFUL USE OF PREMISES.

Lessee further covenants and agrees that said premises and all structures and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use or suffer any one to use said premises or structures thereon for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the municipaltiy in which it lies. Said Lessee covenants and agrees to save said Lessor harmless from every such violation.

ARTICLE XIV.

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the property, including, by way of illustration and not in limitation, compliance with fire, sanitary, health and safety regulations and zoning and set-back requirements.

ARTICLE XV.

UTILITY CHARGES.

The Lessee agrees and covenants to pay or cause to be paid all charges for water, gas, electricity, and/or public utilities used on or about the said premises, and to pay or cause to be paid the same monthly or as they shall become due.

OFF. REC. 4189 PAGE 539

ARTICLE XVI.

ASSIGNMENT.

Assignment of this Lease shall be made only by an instrument of assignment, duly signed by all parties, witnessed, acknowledged, notarized and recorded of public record, and only if the lease at the time of assignment is in good standing and there is no existing default on the part of the Lessee herein, provided, however, that such assignee shall consent to, shall agree to abide by, and be bound by the several terms and conditons of this Lease to the same degree and extent as though such assignee were the original Lessee hereunder.

ARTICLE XVII.

MAINTENANCE AND REPAIRS.

The Lessee agrees and covenants that it will pay all expenses and charges in order to keep and maintain, and replace as necessary when worn out or obsolete, all structures, fixtures and improvements which may at any time be situated on said demised premises during the term of this Lease, and all appurtenances thereunto belonging or appertaining, including by way of illustration but not limitation, all landscaping, sidewalks, steps, the interior and exterior of all structures, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State, County and City governments or regulating bodies having jurisdiction thereof, and the statutes and the laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and will protect and indemnify forever, save and keep harmless the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observation of any provision, conditions, covenants and stipulations in this Lease contained or occasioned by or arising out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done, in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

ARTICLE XVIII.

NON-INSURED DAMAGE.

The parties hereto have agreed that Lessee will carry the maximum amount of insurance for Lessee's and Lessor's protection, however, should any structure or the improvements placed on the herein leased premises be damaged by a cause or causes not covered by or not available through insurance policies, then in such event, the following provisions shall appy:

(1) If the damage is less than Ten Thousand Dollars ($10,000.00), Lessee shall immediately and forthwith repair the premises as though the same were a repair occasioned by normal wear and tear, and as covered by the repair and maintenance clause of this Lease.

(2) Should the damage to the premises exceed Ten Thousand Dollars ($10,000.00), then in such event, Lessee shall, within thirty (30) days of the damage, deposit with Lessor a sum of money in cash sufficient to repair all damages, and thereafter Lessee shall actively begin repairs on the buildings and premises, and such repairs shall be diligently continued until completion of all repairs.

ARTICLE XIX.

LESSEE AGENT FOR CONDOMINIUM UNIT OWNERS: DEFAULT, PART ONE.

Lessee warrants to Lessor as follows:

(1) That Lessee has been directed by each unit owner individually and all unit owners collectively, in the Bayshore Embassy Condominium to act as their agent and to enter this Lease with Lessor, for and in their individual and collective behalf. This is a convenience method of entering this Lease by each Lessee with Lessor which avoids the necessity of having sixty-four (64) separate leases with Lessor. The real parties in interest are each of the sixty-four (64) condominium unit owners individually and collectively, and the Lessor. Lessee agrees to furnish Lessor with the name of any unit owner who is more than ten (10) days delinquent in payment of any monies due hereunder by such unit owner. To this end, Lessee agrees at all times to make available to Lessor the books and records of Lessee for Lessor's inspection.

(2) That Lessee will obtain from each unit owner and will deliver to Lessor upon receipt of same, a written pledge to Lessor of such unit owner's condominium unit, properly signed by the entity holding title to said condominium unit, witnessed and notarized, said pledge being given as security for and as a guarantee of payment by the unit owner of all monies, charges, expenses, rents, assessments, taxes, maintenance or other obligations for which such unit owner shall be responsible as his part of this lease.

(3) That Lessee is acting as agent for each unit owner and that each unit owner has agreed to be directly liable to Lessor for any default which such unit owner may occasion. Lessee agrees, for and in behalf of each unit owner, that such unit owner shall be responsible for and shall pay his or her portion of the "pure rent" as is set forth for his or her condominium unit in Exhibit "B" attached to this lease and by reference made a part hereof, but that the condominium unit owner shall be liable for his or her portion of all other rents, charges, cost of living increases (as provided for in Article III, supra.) or other expenses, under this lease in the same proportion as his or her percentage is in the common element expense of Bayshore Embassy Condominium. Lessee covenants with Lessor that should a condominium unit owner default in the payment of his or her portion of the rent (as set forth in Exhibit "B"), or fail to pay his or her proportionate part of any monies due under this Lease, Lessee will expend every effort to have such unit owner comply with such obligation, but should the unit owner fail to correct said default within fifteen (15) days from the date of the default, Lessor shall enforce its rights hereunder against the defaulting unit owner directly, as though said unit owner were the named Lessee.

Upon default, should Lessor proceed against the condominium unit owner, Lessor shall have the right: (1) to accelerate all rents due by such condominium unit owner during the entire term of the Lease, or to accelerate any part thereof, sufficient in Lessor's opinion to provide protection against future default, which shall, upon notice, become immediately due and payable, or (2) Lessor shall be entitled to enforce the pledge of the apartmeng by the unit owner and enter such unit either with or without process of law and take possession, and either at a private or a public sale, with or without order of Court, sell said apartment to the highest bidder, applying the proceeds of such sale to the debt owed to the Lessor and paying the balance to the Lessee. There shall be no deficiency judgment obtained against the unit owner. In the event that Lessor shall institute foreclosure proceedings against the unit owner's pledged condominium unit, said unit owner shall pay to Lessor all court costs, interest and reasonable attorneys' fees incurred or accrued by Lessor.

ARTICLE XX.

DEFAULT, PART TWO.

In the event that there shall be a default under this Lease by Lessee, not involving the payment of money, Lessor shall notify Lessee of such default in writing and thereafter Lessee shall have fifteen (15) days within which to start such corrective action as may be necessary to remedy the default. Failure of the Lessee to begin corrective action within said fifteen days and to proceed thereafter with dispatch to complete the same shall automatically authorize Lessor to remedy the default and to charge all costs, charges and expenses, both direct and indirect, including attorneys' fees, incurred in correcting the default to Lessee or to each condominium unit owner, should Lessor elect, and if charged to the condominium unit owners, then each condominium unit owner shall be liable to Lessor for such part of the total monies expended in the same proportion that each of their common element percentages bears to the whole (see Exhibit "B"). No condominium unit owner shall be liable for any other condominium unit owner's share of the expense. Failure of Lessee to pay the entire charge, or the condominium unit owner to pay its proportional part of the charge, or if it be such a default that more than one condominium owner is in default but still less than all are in default such shall entitle the Lessor to enforce any rights reserved to Lessor in Paragraph XIX above, "Default: Part One".

ARTICLE XXI.

LESSEE'S DUTY TO INDEMNIFY LESSOR AGAINST LITIGATION.

It is mutually covenanted and agreed by and between the parties hereto that in case the Lessor shall, because of Lessee's default hereunder, bring suit against Lessee or should Lessor be made a party to any litigation commenced by or against the Lessee, then in either event Lessee shall pay all costs and reasonable attorneys' fees incurred by or assessed against the said Lessor in bringing such suit to enforce the covenants, agreements, terms and provisions of this Lease or in connection with effecting the collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease or as may be incurred by Lessor in defending against a suit brought by Lessee or such other person where there has been no default hereunder by Lessor. All such costs and reasonable attorneys' fees, if paid by the Lessor, and the rent reserved in this Lease, and all taxes and assessments and the payment of all money provided in this Lease, to be made by the Lessee, shall be and they hereby are declared to be a first lien upon Lessee's condominium apartment as aforesaid and upon all structures and improvements placed upon said demised premises at any time during the term of this Lease, and upon the leasehold interest hereby created, and upon the rent of all buildings and improvements situated upon said premises at any time during said term, subject to the provisions of this Lease respecting the existence or creation of liens which are or will be prior to the lien for rent. In the event that legal proceedings should be instituted against Lessee for alleged default in any of the covenants, agreements, terms and provisions of this Lease, or in connection with effecting collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease, and should said litigation terminate in favor of the Lessee or should litigation be involuntarily dismissed by the Lessor, then in such event the Lessor agrees to pay to Lessee's attorney a reasonable attorney's fee for services rendered for the Lessee in such proceeding or proceedings.

OFF 4189 PAGE 540

ARTICLE XXII.

INDEMNIFICATION AGAINST CLAIMS.

Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises or the buildings and improvements thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any claim, the reasonable investigation thereof relative to any lawsuit or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

ARTICLE XXIII.

CONDEMNATION CLAUSE.

It is agreed that if at any time during the term of this Lease any other part of the demised real estate, or the improvements or structures thereon located, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, that there shall be such division of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, total abatement of rent and other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and the determination of the matters in dispute.

As security for restoring and repairing the premises and improvements, the monies awarded to the Lessee in condemnation shall be deposited and thereafter disbursed in the same manner as has been hereinabove provided in Paragraph 8 with reference to the receipt and disbursement of benefits accruing from the proceeds of fire or windstorm insurance policies; and after the work of repair and restoration is fully completed, free and clear of all liens and encumbrances, the balance, if any, of the said sum remaining shall be paid to the Lessee according to Lessee's interest herein by the Insurance Trustee. If the condemnation results in no physical damage to the building then on the demised premises, then any award to Lessee for Lessee's percentage interest taken shall be paid directly to the Lessee. If the leased premises shall be wholly taken by the exercise of the power of eminent domain, then this Lease shall immediately terminate, but in the event only a portion of the premises is taken, the rent to be paid thereafter shall be revised as set forth hereinabove.

ARTICLE XXIV.

LEASE NOT AFFECTED BY DAMAGE TO PROPERTY.

No destruction or damage to the land or any building or improvements by fire, hurricane, windstorm, erosion, insurrection, riot, war or other casualty or calamity of any kind, character or nature shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this Lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due, or thereafter becoming due under the terms thereof.

ARTICLE XXV.

RETURN OF PREMISES TO LESSOR IN EVENT OF DEFAULT.

The Lessee covenants, stipulates and agrees that upon the termination of this Indenture by default, Lessee will at once peaceably and quietly deliver to Lessor all of the demised premises, including all structures and improvements situated thereon, and all of the fixtures and equipment thereunto belonging, in as good state and condition as reasonable use and wear thereof will have permitted, and that all structures, improvements, fixtures and equipment then situate upon the described premises and belonging to the Lessee shall belong to the Lessor, and that no compensation shall be allowed or paid to the Lessee therefor.

ARTICLE XXVI.

LESSOR'S RIGHT OF ENTRY.

The Lessor and the Lessor's agents shall have the right to enter the leased and pledged premises at all reasonable times to examine the condition and use thereof, provided only, that such rights shall be exercised in such manner so as not to interfere with the use of said premises; and if the same premises are damaged by fire, windstorm, or by any other casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, but if the Lessor exercised Lessor's option to make emergency repairs, such act or acts shall not be deemed to excuse the Lessee from Lessee's obligation to keep the premises in repair, and the Lessee shall, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.

ARTICLE XXVII.

LIABILITY OF CONDOMINIUM UNIT OWNERS.

Lessee and Lessor acknowledge that each condominium unit owner shall be liable to the Lessor for only his common element expense percentage of all costs, expenses, charges, damages, claims or other monies owed, due or arising in favor of Lessor under this Lease where all condominium unit owners must act in concert with the others for full performance. There are sixty-four (64) condominium unit owners who have agreed with the Lessee and with each other that each and all will comply with the several terms and conditions hereof; that each and all will pay the charges on their part to be paid, and that each and all will cooperate with the others and act in concert to fulfill all the terms and conditions hereof. Lessor agrees with Lessee that Lessor shall not look to the condominium unit owners as being jointly liable where money obligations are involved, but shall look simply to each such unit owner for the performance of their monetary obligations hereunder, and a breach of this Lease by one unit owner shall not cause the entire Lease to be in default, or the other unit owners to be in default, but such monetary default shall relate only to the particular unit owner in default. Action for such default shall be taken against such defaulting unit owner only. See Article XX "Default, Part Two", for non-monetary defaults.

ARTICLE XXVIII.

NET LEASE.

It is understood by and between Lessor and Lessee that the intent and purpose of this Lease is to provide Lessor a net lease rental diminished by not a single expense, liability, claim, demand or encumbrance as a result of the ownership of the herein leased property. To this end and for this purpose, Lessee and Lessor have entered into this Lease.

ARTICLE XXIX

PLEDGE OF CONDOMINIUM; LESSOR SUBORDINATION.

Lessee covenants, for itself and as agent for and in behalf of all condominium unit owners in Bayshore Embassy Condominium, that any subsequent purchaser of a condominium unit shall, as a condition precedent to such purchase, designate Lessee as its agent hereunder, ratify, confirm and approve this Lease, agree to be bound by and comply with the several terms and conditions thereof, and execute and deliver a pledge of the purchased condominium unit to Lessor as security for the performance of the several terms and conditions of this Lease.

Lessor has heretofore agreed with each of the sixty-four (64) Lessees, and by restatement here, agrees that should Lessee desire to place, from time to time, an institutional mortgage on Lessee's condominium unit, Lessor will, and does hereby agree to subordinate and make inferior all Lessor's rights in and to the Lessee's apartment pledge to the operation and effect of such institutional mortgage, providing such mortgage does not exceed sixty per cent (60%) of the Developr's sale price of the condominium unit, or sixty per cent (60%) of its appraised value at the time of the mortgage, whichever is less. Likewise, if the institutional mortgagee acquires title thereto by reason of foreclosure or by deed in lieu of foreclosure as a result of a default in such mortgage, Lessor will subordinate said apartment pledge to the operation and effect of any new mortgage, within the limitations as to the amount as is in this article set forth, necessary to be placed thereon in order to resell such foreclosed condominium unit. Any purchaser from such institutional lender shall acquire such unit subject to the obligations and restrictions of this article and this Lease, and shall pledge his condominium unit to secure the performance of the terms hereof.

ARTICLE XXX.

NOTICES.

Notices as shall be required from time to time under the several terms and conditions of this Lease shall be sent to the Lessor at the following address, unless otherwise notified in writing: 300 Bayview Building, 1040 Bayview Drive, Fort Lauderdale, Florida

and to the Lessee at the following address, unless notfied otherwise in writing: 550 Bayshore Drive, Fort Lauderdale, Florida.

The notices shall be in writing and shall be delivered to the other party either in person or by registered mail addressed to the above addresses, return receipt requested.

ARTICLE XXXI.

GENDER.

It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their spouses, if any, their heirs, representatives, successors, grantees and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed on the day and year first above written.

OFF. REC. 4189 PAGE 541

ARTICLE XXXII.

Nothing herein contained shall be construed to permit or grant to Lessor the authority or right to cancel this lease under the provisions of Article XIX or XX in the event of an uncorrected default by the Lessee, Bayshore Embassy Condominium, Inc., or the individual unit apartment owners.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this second day of January, 1969.

Witnesses:

_____ _____ (SEAL)
William Gundlach, Individually and as Trustee

_____ _____ (SEAL)
As to Lessor Juanita M. Gundlach

LESSOR

BAYSHORE EMBASSY CONDOMINIUM, INC.

_____ By _____
Its President

_____
As to Lessee

LESSEE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH, individually and as Trustee, joined by his wife, JUANITA M. GUNDLACH, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES A. MICHELI, known to me and to me known to be President of Bayshore Embassy

OFF. REC. 4189 PAGE 542

Condominium, Inc., and he acknowledged to and before me that he executed the same as such President on behalf of said corporation freely and voluntarily for the purposes therein stated, and that the corporate seal affixed thereto is the true corporate seal of said corporation and is affixed thereto under due and proper corporate authority.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this second day of January, 1969.

_____
Notary Public

My commission expires:

LAND LEASE DESCRIPTION

All of Lots 9, 10, and 11, Block 6, BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof, recorded in Plat Book 19, Page 26, of the Public Records of Broward County, Florida, excepting that portion thereof described as follows:

Commencing at the Southwest corner of said Lot 9; thence Northerly along the West line of said Lot 9, a distance of 14.90 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet to the Point of Beginning; thence continuing Easterly along the last mentioned course, a distance of 71.40 feet; thence Northerly parallel to the east lines of said lots 9, 10, and 11, a distance of 267.40 feet; thence Westerly, parallel to the North line of said lot 11, a distance of 71.40 feet; thence Southerly, parallel to the West line of said Lots 11 and 10, a distance of 102.30 feet; thence Westerly, parallel to the North line of said Lot 11, a distance of 17.80 feet to a point on the West line of said Lot 10; thence Southerly along the said West line of lot 10, a distance of 20 feet; thence Easterly, parallel to the South line of said Lot 9, a distance of 17.80 feet; thence Southerly, parallel to the West line of said Lots 10 and 9, a distance of 145.10 feet to the Point of Beginning.

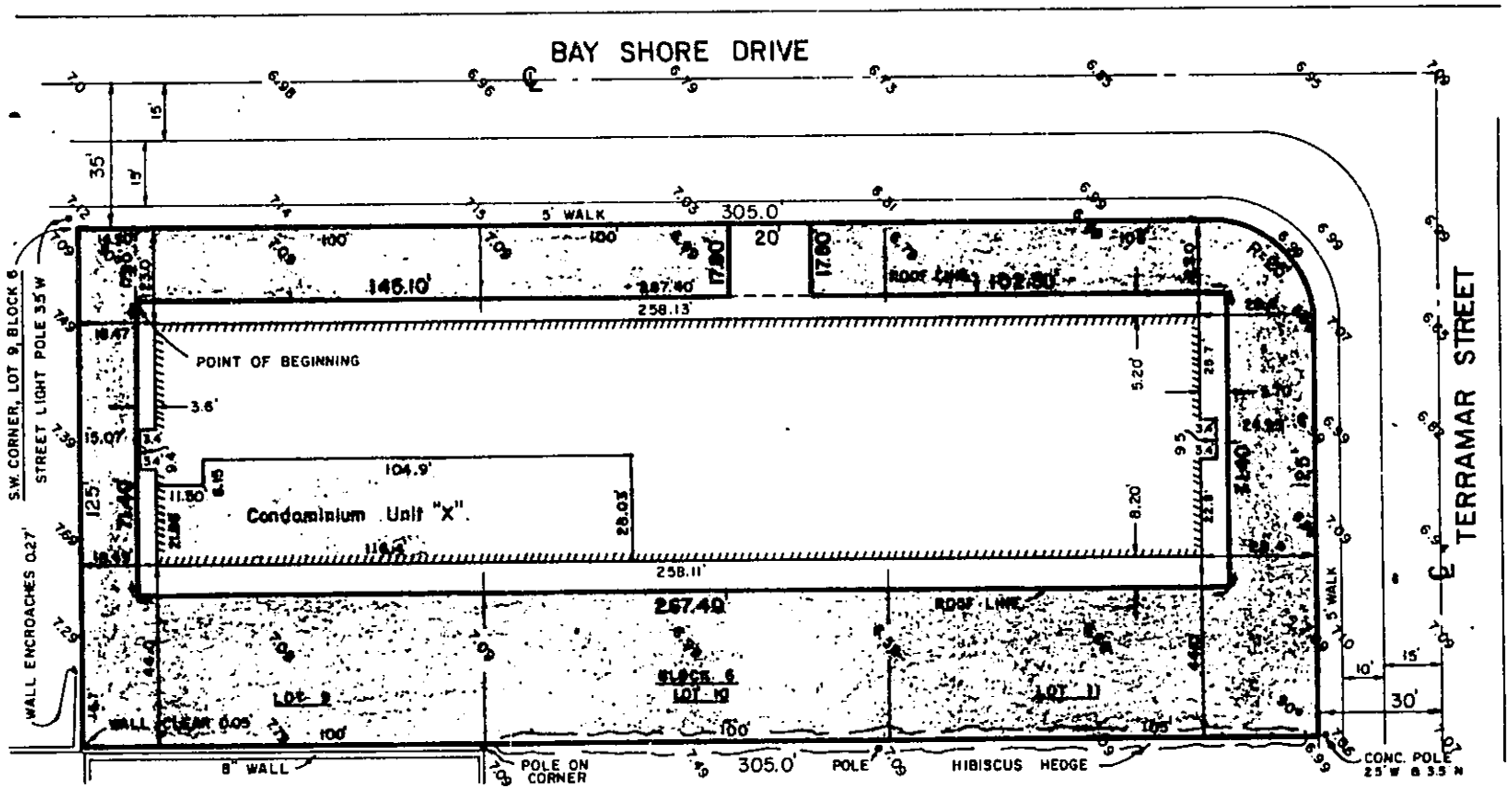
Said lands situate, lying, and being in Broward County, Florida.

TOGETHER WITH:

That condominium unit designated as "Condominium X" or "Condominium Unit X" as is identified in the Declaration of Condominium and as is designated and located in Attachment "B" to the Declaration of Condominium.

SEE 4159 PAGE 544

EXHIBIT A, Page 2 of 2 Pages



LEASED AREA

NOTE:
The above shadowed area represents the land area being leased to the Condominium Association. The full description of the land leased appears on Page 1 of Exhibit A.

CERTIFICATE:

I hereby certify that the shadowed area represents the leased land area as described on Page 1 of Exhibit A.

Dated April 10, 1970

McLAUGHLIN ENGINEERING CO.

By J. W. McLaughlin
Registered Engineer No. 1713
Registered Land Surveyor No. 167
State of Florida

REC 4159 PAGE 325

KODAK SAFETY FILM

BAYSHORE EMBASSY

EXHIBIT "B"

LEASE LIABILITY PERCENTAGES

TYPE "A" APARTMENTS

The following apartments are designated as Type "A" apartments:
101, 102, 103, 203, 205, 207, 211, 212, 215, 303, 305, 307, 311, 312, 315, 403, 405, 407, 411, 412, 415, 503, 505, 507, 511, 512, 515.
Each Type "A" apartment shall bear 1.268% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "B" APARTMENTS

The following apartments are designated as Type "B" apartments:
104, 201, 214, 217, 301, 314, 317, 401, 414, 417, 501, 514, 517.
Each Type "B" apartment shall bear 1.693% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "C" APARTMENTS

The following apartments are designated as Type "C" apartments:
202 302, 402, 502.
Each Type "C" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "D" APARTMENTS

The following apartments are designated as Type "D" apartments:
209, 309, 409, 509.
Each Type "D" apartment shall bear 1.737% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "E" APARTMENTS

The following apartments are designated as Type "E" apartments:
206, 208, 306, 308, 406, 408, 506, 508.
Each Type "E" apartment shall bear 1.956% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

TYPE "F" APARTMENTS

The following apartments are designated as Type "F" apartments.
204, 210, 304, 310, 404, 410, 504, 510.
Each Type "F" apartment shall bear 1.630% of all monies due and payable under the lease clause for reasons and purposes other than for rental charges.

BK 4189 PAGE 546

DESIGNATION OF AGENT:
Pledge of Condominium Apartment As
Security for Lease Performance

The undersigned, having purchased Apartment No._____ in BAYSHORE EMBASSY CONDOMINIUM, and desiring to acquire in conjunction with the other unit owners in Bayshore Embassy Condominium, Inc., a Lessee's interest in certain property adjoining the condominium property, hereby irrevocably designates and appoints BAYSHORE EMBASSY CONDOMINIUM, INC., a non-profit corporation, as its Agent to enter into and to carry out the several terms and conditions of that certain ninety-nine year lease recorded in Official Records Book _____ at Pages_____ of the Public Records of Broward County, Florida, which lease the undersigned has read, understands and hereby ratified, confirms and approves. This Pledge Agreement is made with the understanding and agreement with the Lessor that all unit owners in BAYSHORE EMBASSY CONDOMINIUM shall enter an identical Pledge Agreement and that as to monetary obligation in the lease above referenced, each Purchaser or unit owner is responsible only for the stated rental and percentage monetary obligation as set forth herein.

The undersigned agrees to comply with each and every of the several terms and conditions of such lease to the extent of his or her liability and responsibility in the same manner as though the undersigned were designated as Lessee in the above referenced lease. It is understood and agreed that such Purchaser shall pay $ _____ quarterly under the lease and shall be liable for _____ % of all other monetary obligations thereunder, but shall not be responsible for the obligations of other owners.

In consideration of Lessor entering the lease with BAYSHORE EMBASSY CONDOMINIUM, INC. as Agent for the undersigned, and to assure to Lessor proper performance thereunder by the Lessee as unit owners' agent, to the extent of Purchaser's liability under the lease, the undersigned Purchaser and unit owner hereby irrevocably pledges, during the full term of the lease and all extensions thereof, to WILLIAM GUNDLACH, TRUSTEE, his heirs, successors and assigns the following described property, to wit:

> Apartment No._____ Bayshore Embassy Condominium, according to the Declaration of Condominium recorded in Official Record Book _____ at Pages_____ of the Public Records of Broward County, Florida, together with all furniture, furnishings and fixtures located thereon and therein,

as security for the full, complete and proper performance by the undersigned of the several terms and conditions of the above identified lease and subject matter of this instrument.

In the event the undersigned shall default in the payment of any monetary obligation on his or her part to be performed within the grace period, as is provided in the lease, or if the undersigned shall fail to otherwise discharge all obligations required of him to be discharged within a proper time, the Lessor shall have the right to immediately sell the herein pledged apartment unit for and in behalf of the undersigned, at public or private sale, without notice, or, if Lessor desires, to foreclose upon the same as though the pledge were a mortgage, and from the gross proceeds of such sale in either case to pay all necessary costs and expenses thereof, including a reasonable attorney's fee, and thereafter apply the proceeds to the delinquent sums due under the lease, paying the balance, if any, to Purchaser, which sum Purchaser shall accept in full satisfaction and discharge of all right, title and interest which Purchaser had in and to such apartment. Purchaser shall vacate the premises and convey by proper deed the pledged apartment simultaneously with the sale thereof. There shall be no deficiency decree obtained against the Purchaser or Purchaser's Agent as a result of such foreclosure.

This pledge is inferior, subordinate and subject to the lien of any institutional mortgagee who shall take a permanent first mortgage on the condominium unit here pledged at the time of the acquisition of the condominium unit from the Developer.

WITNESS _____ hand (s) and seal (s) at Fort Lauderdale, Florida, this _____ day of _____ 196___ .

REC 4189 PAGE 547

Witnesses:

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

_____
to me known and known to me to be the person (s) who signed the foregoing instrument, and _____ acknowledged to and before me that _____ executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____
this _____ day of _____ 196 ___.

_____
Notary Public

My commission expires:

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

REC 4189 PAGE 545

Return To
This instrument prepared by
ROBERT S. McCORMIC
MICHAEL McCAUGHAN & [illegible]
[illegible] First Federal Building
Fort Lauderdale, Florida

78-323582

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

The undersigned President and Secretary of Bayshore Embassy Condominium, Inc., hereby certify that at a special meeting of the Board of Governors of Bayshore Embassy Condominium, Inc., held on October 19, 1978, at Bayshore Embassy Condominium, 550 Bayshore Drive, Fort Lauderdale, Florida, called by the President of the Board of Governors, the "Declaration of Condominium of Bayshore Embassy" was amended in accordance with Section 718.110(5), Florida Statutes, 1977, to change the percentage interest in the common elements appurtenant to Apartment Unit 101 of Bayshore Embassy Condominium from 1.268% to 1.267%. Apartment Unit 101 shall have a 1.267% interest in the common surplus and bear a 1.267% interest in the common surplus.

As a result of the foregoing amendment to the Declaration of Condominium of Bayshore Embassy Condominium, Inc., the "Type A" units shall jointly bear 34.235% of the common expenses. All of the other apartment units in Bayshore Embassy shall continue to have the same percentage interest in the common elements, and the common surplus, and bear the same percentage interest in the common expenses, as the same percentage interests have been set forth in Article VIII of the Declaration of Condominium for Bayshore Embassy which was recorded on April 16, 1970, in Official Records Book 4189, at page 504, of the Public Records of Broward County, Florida.

EXECUTED at Fort Lauderdale, Florida, this 7th day of December, 1978.

Carolyn J. Kasemeier
Sandra A. Wisolowski

BAYSHORE EMBASSY CONDOMINIUM, INC.

By: Paul E. Gougeon Pres

Attest: Bernadette Jensen

(CORPORATE SEAL)

'78 DEC 8 PM 2:54

OFF REC 7917 PAGE 543

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, PAUL E. Haugeon and BERNADETTE Jensen, to me known to be the PRESIDENT and SECRETARY, respectively, of BAYSHORE EMBASSY CONDOMINIUM, INC., a corporation, and that they severally acknowledged executing the foregoing Amendment freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of December, 1978.

Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Mar. 4, 1981
Bonded by American Fire & Casualty Company

(SEAL)

AL-RICH ENTERPRISES, INC., a Rhode Island corporation, the fee title owner of Apartment Unit 101 of Bayshore Embassy Condominium, hereby joins in this Amendment to the Declaration of Condominium of Bayshore Embassy for the purpose of signifying its consent to the reduction of the common elements appurtenant to Apartment Unit 101 from 1.268% to 1.267% and to a corresponding reduction in the interest which said apartment shall have in and to the common surplus and also to a reduction in the percentage of the common expenses to be born by said Apartment Unit 101 to 1.267%.

Jean C. Helouie

Wendy A Richardson

AL-RICH ENTERPRISES, INC.

By: _____

Attest: _____

(CORPORATE SEAL)

REC 7917 PAGE 514

FLORIDA
STATE OF ~~XXXXXXXXXXXX~~

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Albert P. Gabrielle ~~xxx~~ _____, to me known to be the President ~~xxx~~ _____, ~~xxxxxxxxxxx~~ of AL-RICH ENTERPRISES, INC., a corporation, and that they severally acknowledged executing the foregoing Amendment freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of December, 1978.

Debra Ann Reed
Notary Public

My Commission Expires:
July 27, 1982

(SEAL)

JACQUELYN BERNERT, as the owner of a mortgage encumbering Apartment Unit 101 of Bayshore Embassy Condominium, as said mortgage is recorded in Official Records Book 7818, at page 480, of the Public Records of Broward County, Florida, hereby joins in this Amendment to the Declaration of Condominium to signify her consent to the reduction of the common elements appurtenant to Apartment Unit 101, a reduction of its interest in the common surplus and a reduction in the percentage of the common expenses to be born by said Apartment Unit 101.

Robert C. McFarlane
Debra Ann Reed

Jacquelyn Bernert
JACQUELYN BERNERT

OFF. REC. 7917 PAGE 545

BAYSHORE EMBASSY CONDOMINIUM, INC. INCORPORATED 1969 A NON-PROFIT CORPORATION FLORIDA

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JACQUELYN BERNERT, to me known to be the person described in and who executed the foregoing Amendment, and she acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of December, 1978.

Notary Public

My Commission Expires:
July 27, 1982

(SEAL)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR

BEE 7917 PAGE 546

Return To
This instrument prepared by
ROBERT S. McCORMIC
MICHAEL McCAUGHAN & [illegible]
[illegible] First Federal Building
Fort Lauderdale, Florida

78-323582

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
BAYSHORE EMBASSY CONDOMINIUM, INC.

The undersigned President and Secretary of Bayshore Embassy Condominium, Inc., hereby certify that at a special meeting of the Board of Governors of Bayshore Embassy Condominium, Inc., held on October 19, 1978, at Bayshore Embassy Condominium, 550 Bayshore Drive, Fort Lauderdale, Florida, called by the President of the Board of Governors, the "Declaration of Condominium of Bayshore Embassy" was amended in accordance with Section 718.110(5), Florida Statutes, 1977, to change the percentage interest in the common elements appurtenant to Apartment Unit 101 of Bayshore Embassy Condominium from 1.268% to 1.267%. Apartment Unit 101 shall have a 1.267% interest in the common surplus and bear a 1.267% interest in the common surplus.

As a result of the foregoing amendment to the Declaration of Condominium of Bayshore Embassy Condominium, Inc., the "Type A" units shall jointly bear 34.235% of the common expenses. All of the other apartment units in Bayshore Embassy shall continue to have the same percentage interest in the common elements, and the common surplus, and bear the same percentage interest in the common expenses, as the same percentage interests have been set forth in Article VIII of the Declaration of Condominium for Bayshore Embassy which was recorded on April 16, 1970, in Official Records Book 4189, at page 504, of the Public Records of Broward County, Florida.

EXECUTED at Fort Lauderdale, Florida, this 7th day of December, 1978.

Carolyn J. Kasemeier
Sandra A. Wisolowski

BAYSHORE EMBASSY CONDOMINIUM, INC.

By: Paul E. Gougeon Pres

Attest: Bernadette Jensen

(CORPORATE SEAL)

'78 DEC 8 PM 2:54

OFF REC 7917 PAGE 543

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, PAUL E. Haugeon and BERNADETTE Jensen, to me known to be the PRESIDENT and SECRETARY, respectively, of BAYSHORE EMBASSY CONDOMINIUM, INC., a corporation, and that they severally acknowledged executing the foregoing Amendment freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of December, 1978.

Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Mar. 4, 1981
Bonded by American Fire & Casualty Company

(SEAL)

AL-RICH ENTERPRISES, INC., a Rhode Island corporation, the fee title owner of Apartment Unit 101 of Bayshore Embassy Condominium, hereby joins in this Amendment to the Declaration of Condominium of Bayshore Embassy for the purpose of signifying its consent to the reduction of the common elements appurtenant to Apartment Unit 101 from 1.268% to 1.267% and to a corresponding reduction in the interest which said apartment shall have in and to the common surplus and also to a reduction in the percentage of the common expenses to be born by said Apartment Unit 101 to 1.267%.

Jean C. Helouie

Wendy A Richardson

AL-RICH ENTERPRISES, INC.

By: _____

Attest: _____

(CORPORATE SEAL)

REC 7917 PAGE 514

FLORIDA
STATE OF ~~XXXXXXXXXXXX~~

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Albert P. Gabrielle ~~xxx~~ _____, to me known to be the President ~~xxx~~ _____, ~~xxxxxxxxxxx~~ of AL-RICH ENTERPRISES, INC., a corporation, and that they severally acknowledged executing the foregoing Amendment freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of December, 1978.

Debra Ann Reed
Notary Public

My Commission Expires:
July 27, 1982

(SEAL)

JACQUELYN BERNERT, as the owner of a mortgage encumbering Apartment Unit 101 of Bayshore Embassy Condominium, as said mortgage is recorded in Official Records Book 7818, at page 480, of the Public Records of Broward County, Florida, hereby joins in this Amendment to the Declaration of Condominium to signify her consent to the reduction of the common elements appurtenant to Apartment Unit 101, a reduction of its interest in the common surplus and a reduction in the percentage of the common expenses to be born by said Apartment Unit 101.

Robert C. McGinnis
Debra Ann Reed

Jacquelyn Bernert
JACQUELYN BERNERT

OFF. REC. 7917 PAGE 545

BAYSHORE EMBASSY CONDOMINIUM INC. INCORPORATED 1969 NON-PROFIT CORPORATION FLORIDA

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JACQUELYN BERNERT, to me known to be the person described in and who executed the foregoing Amendment, and she acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of December, 1978.

Notary Public

My Commission Expires:
July 27, 1982

(SEAL)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR

BEE 7917 PAGE 546