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 650 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

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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)

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mer 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.

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 occurring 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 Asssociation 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 conneoted therewith, together with a reasonable attorney's fee as determined by the court.

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 owner 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 ,neasement 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 comomn 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, house boys, companions, nurses, health aides, or other 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 esse' ıl 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 s 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 e 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 attorneys' 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 Association 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 Association 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 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 Associaiton 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.

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 ceed 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 owners' 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). 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 dully 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 termintion, 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 partment 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.

XIX. INTENT.

It is the intent of the Deveolper to create a condominium pursuant to Chapter 711, Florida Statutes, 1963 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, 1963, 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 By-Laws 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 day of 196

Witness:

William Gundlach, Trustee

Juanita M. Gundlach

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH and JUANITA M. GUNDLACH, his wife, 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 day of 196

Notary Public

My commission expires:

ATTACHMENT "A"

DESCRIPTION OF CONDOMINIUM PROPERTY

BAYSHORE EMBASSY CONDOMINIUM

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

BEGIN at the Southwest corner of Lot 9, Block 6, thence Northerly along the Western boundary line of said Lot 9 a distance of 15 feet; thence go East along a line parallel to the South boundary of said Lot 9, a distance of 23.0 feet to the point of beginning; thence continue East along said line extended a distance of 61.0 feet; thence go North along a line parallel to (and 41 feet distant from) the East boundary line of said Lots 9, 10 and 11, a distance of 265.0 feet to a point; thence turn West and proceed along a line parallel to the North boundary line of Lot 11 (and 25 feet South of such line) a distance of 61.0 feet; thence turn South and go a distance of 265.0 feet along a line parallel to the Western boundary line of Lots 9, 10 and 11 (and 23 feet distant therefrom) to the point of beginning. Said lands situate, lying and being in Broward County, Florida.

ATTACHMENT "B"

Attachment "B" is a floor location survey and description by the surveyor which will be available only after the completion of the condominium building. As soon as it is available such will be furnished to each purchaser.

ATTACHMENT "C"

LEASE AREA — BAYSHORE EMBASSY

Lots 9, 10 and 11, Block 6 BIRCH OCEAN FRONT SUBDIVISION, according to the plat thereof recorded in Plat Book 19 at Page 26 of the Public Records of Broward County, Florida, less the following described portion thereof, to wit:

BEGIN at the Southwest corner of Lot 9, Block 6, thence Northerly along the Western boundary line of said Lot 9 a distance of 15 feet; thence go East along a line parallel to the South boundary of said Lot 9, a distance of 23.0 feet to the point of beginning; thence continue East along said line extended, a distance of 61.0 feet; thence go North along a line parallel to (and 41 feet distant from) the East boundary line of said Lots 9, 10 and 11, a distance of 265.0 feet to a point; thence turn West and proceed along a line parallel to the North boundary line of Lot 11 (and 25 feet South of such line) a distance of 61.0 feet; thence turn South and go a distance of 265.0 feet along a line parallel to the Western boundary line of Lots 9, 10 and 11 (and 23 feet distant therefrom) 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.

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

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)

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:

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POWERS AND PURPOSES

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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

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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

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)

DECLARATION FOR CREATION OF A CONDOMINIUM

1. 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-four (64) 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-four (64) 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.

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, and 517.

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% of the common expenses. 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.

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. See Amendment of 2-4-74

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. 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 pruchaser.

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. 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 judgment 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 for-

mer 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.

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 occurring 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 Asssociation 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.

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 owner 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 aneasement 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 comomn 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. See Amendment of 2-9-74

(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, house boys, companions, nurses, health aides, or other 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 attorneys' 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 Association 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 subleased. 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 reapprove said Lessee's application for occupancy.

Each unit owner grants to the Association 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 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 Associaiton 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.

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 seed 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 will 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 owners' 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). 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 tor 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 dully 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 termintion, 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 partment 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.

XIX. INTENT.

It is the intent of the Deveolper to create a condominium pursuant to Chapter 711, Florida Statutes, 1963 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, 1963, 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 By-Laws 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 day of 196

Witness:

_____ _____

William Gundlach, Trustee

_____ _____

Juanita M. Gundlach

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared WILLIAM GUNDLACH and JUANITA M. GUNDLACH, his wife, 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 day of 196

Notary Public _____

My commission expires: