

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Will Call

LAW OFFICES
JOSEPH A. HUBERT
2400 E. Commercial Blvd. #711
Ft. Lauderdale, FLA. 33308

89068054

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
CORAL SUN TOWNHOMES, a Condominium

This Declaration made this 14th day of February,
A.D., 1989 by CORAL SUN BUILDERS LTD., a Florida Limited
Partnership, (hereinafter referred to as "Developer"), for
itself, its successors, grantees and assigns:

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of
certain real property, lying and being situated in Broward
County, Florida, as more particularly set forth in Exhibit "A"
attached hereto, which lands are herein called "the land",
subject to reservations, restrictions and easements of record;
and

WHEREAS, the Developer contemplates erecting upon
portions of said lands from time to time multi-unit residential
buildings, housing up to, but not exceeding fifty-four (54)
condominium units and related facilities in ten (10) phases
pursuant to the provisions set forth in Section 718.403, Florida
Statutes, a copy of the phase plan being attached hereto as
Exhibit "A"; and

WHEREAS, the Developer, upon the filing of this
Declaration, does hereby submit Phase I, II, III and IV, of the
property described on Exhibit A to the condominium form of
ownership.

WHEREAS, the Developer from time to time desires to
submit portions of said lands and said residential buildings with
related facilities to condominium ownership in ten (10) phases,
all pursuant to Chapter 718, Florida Statutes, known as the
Condominium Act, as it exists on the date hereof;

NOW, THEREFORE, the Developer makes the following
declarations:

1. NAME:

The name by which this Condominium is to be
identified is CORAL SUN TOWNHOMES, a Condominium.

2. DEFINITIONS:

For all purposes in this Declaration and for all
purposes in the Articles of Incorporation and By-Laws of CORAL
SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit
corporation the following words shall have the definitions as
hereinafter stated, to-wit:

(a) Articles: The Articles of Incorporation of
the Association, as same may be amended from time to time.

(b) Assessments: Assessment means a share of the
funds required for the payment of Common Expenses, which from
time to time are assessed against a Unit Owner or which may be
required to be paid by a Unit Owner to the Association pursuant
to this Declaration, the Articles of By-Laws.

(c) Association: Association means CORAL SUN
TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida
corporation, which is responsible for the operation of this
Condominium, any additional condominiums which may be constructed
upon the land described in Exhibit "A" hereto and the Common
Facilities as defined hereafter, its successors and assigns.

89 FEB 16 PM 5 32

BK 16204PG0077

317.00
00.05
00.11
M.W.

the Association.

(e) Building: Any building contained within the Condominium Property from time to time as herein provided.

(f) By-Laws: The By-Laws of the Association as the same may be amended from time to time.

(g) Common Areas: All property owned and operated by the ASSOCIATION, which are not included in the Condominium Property.

(h) Common Elements: That portion of the Condominium Property not included in the Condominium Home Units, Condominium Land Units or in the Limited Common Elements appurtenant thereto, and all other property declared as Common Elements herein and in the Condominium Act, specifically including but not limited to:

(1) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities services to the Condominium Home Units, Limited Common Elements and Common Elements;

(2) an easement of support in every portion of a Unit which contributes to the support of a Building;

(3) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(4) The roof of any building, together with any party wall shall be considered a part of the Common Elements.

(i) Common Facilities or Association Property: Any real property or improvements thereon owned by the Association for the use and benefit of the Unit Owners more particularly described in Exhibit "A" attached hereto and made a part hereof by reference in this Condominium which may from time to time be constructed upon the property described in Exhibit "A" hereto as a part of CORAL SUN TOWNHOMES, a Condominium.

(j) Common Expenses: All expenses and assessments properly incurred by the Association for the Condominium.

(k) Common Surplus: The excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(l) Condominium: CORAL SUN TOWNHOMES, a Condominium, which is formed pursuant to this Declaration.

(m) Condominium Form of Ownership: That form of ownership of real property created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act" and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the Common Elements.

(n) Condominium Act: Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or the Exhibits hereto.

(o) Condominium Parcel: The Condominium Unit, together with the Condominium Home and all other improvements constructed thereon, and the undivided share in the Common Elements appurtenant thereto.

(p) Condominium Property: The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(q) Construction Lender: Any lender financing the construction of the improvements on the condominium property.

(r) Declaration or Declaration of Condominium: The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(s) Developer: The person or entity executing this Declaration. The term, "developer" shall include any person or entity acquiring title to various units as maybe permitted by Florida Law.

(t) Institutional Mortgagee: Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Parcels.

(u) Limited Common Elements: Those common elements which are reserved for the use of a Condominium Unit to the exclusion of all others.

(v) Member: An owner of a fee simple estate in any Condominium Unit who is a member of the association.

(w) Unit Owner or Owner of a Unit: The owner of a fee simple estate in a Condominium Parcel.

(aa) CORAL SUN TOWNHOMES. Any and all Condominiums constructed from time to time upon the land described in Exhibit "A" hereto, together with any and all property from time to time owned by the Association for the use and benefit of the Unit Owners.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The following property is hereby submitted to the Condominium Form of Ownership:

Phase I: The lands lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit "A", attached hereto, which lands are hereinafter referred to as "Phase I", together with all improvements erected or installed thereon, including but not limited to, five (5) condominium units on which will be constructed one (1) residential building. The firm date of the recordation of the Declaration of Condominium of Phase I is February 28, 1989.

A. The condominium contains a swimming pool that is to be used by unit owners of the Condominium and their guests. This facility is located within Phase I and contains approximately 15,000 square feet. The pool size is 16 feet by 33 feet. Deck size is approximately 15 feet all sides with a capacity of 20 persons. The Pool will not be heated.

The Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to the Condominium Form of Ownership, by amendment to this Declaration, the following described additional phases:

Phase II: Will consist of six (6) condominium units built in one building. The estimated latest date of the addition of PHASE II to the Declaration of Condominium is

December 31, 1989.

In the event the Developer exercises the right to construct Phase II and submit same to condominium ownership herein, the improvements contained in Phase II shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

Phase III: Will consist of six (6) condominium units built in one building. The estimated latest date of the addition of PHASE III to the Declaration of Condominium is December 31, 1989.

In the event the Developer exercises the right to construct Phase III and submit same to condominium ownership herein the improvements contained in Phase III shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

Phase IV: Will consist of four (4) condominium units built in one building. The estimated latest date of the addition of PHASE IV to the Declaration of Condominium is December 31, 1989.

In the event the Developer exercises the right to construct Phase IV and submit same to condominium ownership herein the improvements contained in Phase IV shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

4. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

Phase V: Will consist of six (6) condominium units built in one building. The estimated latest date of the addition of PHASE V to the Declaration of Condominium is December 31, 1989.

In the event the Developer exercises the right to construct Phase V and submit same to condominium ownership herein the improvements contained in Phase V shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

Phase VI: Will consist of six (6) condominium units built in one building. The estimated latest date of the addition of PHASE VI to the Declaration of Condominium is December 31, 1989.

In the event the Developer exercises the right to construct Phase VI and submit same to condominium ownership herein the improvements contained in Phase VI shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

Phase VII: Will consist of six (6) condominium units built in one building. The estimated latest date of the addition of PHASE VII to the Declaration of Condominium is December 31, 1989.

In the event the Developer exercises the right to construct Phase VII and submit same to condominium ownership herein the improvements contained in Phase VII shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

Phase VIII: Will consist of six (6) condominium units built in one building. The estimated latest date of the addition of PHASE VIII to the Declaration of Condominium is December 31, 1989.

In the event the Developer exercises the right to construct Phase VIII and submit same to condominium ownership herein the improvements contained in Phase VIII shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

Phase IX: Will consist of five (5) condominium units built in one building. The estimated latest date of the addition of PHASE IX to the Declaration of Condominium is

December 31, 1989.

In the event the Developer exercises the right to construct Phase IX and submit same to condominium ownership herein the improvements contained in Phase IX shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

Phase X: Will consist of four (4) condominium units built in one building. The estimated latest date of the addition of PHASE X to the Declaration of Condominium is December 31, 1989.

In the event the Developer exercises the right to construct Phase X and submit same to condominium ownership herein the improvements contained in Phase X shall be completed on or before December 31, 1989, as set forth in Exhibit "A".

TIME SHARE ESTATES WILL NOT BE CREATED WITH RESPECT TO UNITS IN ANY PHASE DESCRIBED ABOVE.

5. AMENDMENT OF DECLARATION ADDING PHASES:

Notwithstanding anything to the contrary contained herein or the provisions of Florida Statute Section 718.110, the Developer, pursuant to Paragraph 4 herein, and Florida Statute Section 718.403(6), expressly reserves the right to amend this Declaration to submit to condominium ownership the additional phases set forth in Paragraph 4 hereinabove, together with improvements thereon as part and parcel of this Condominium without consent thereto of the Association or Unit Owners other than the Developer.

The Developer may amend this Declaration as aforescribed by filing an amendment (or amendments) of this Declaration among the Public Records of Broward County, Florida, which amendment (or amendments) shall describe the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees or Units of the Condominium, whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties being submitted to condominium ownership, then only in that event shall it be mandatory for the Developer to obtain a joinder from said recognized lending institution to the amendments as provided for herein.

NOTHING CONTAINED HEREIN SHALL REQUIRE THE DEVELOPER TO SUBMIT ANY ADDITIONAL PHASE OTHER THAN PHASES I, II, III and IV.

Notwithstanding the foregoing, the percentage of Ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed in the manner set forth in Paragraph 11 herein.

6. UNIT IDENTIFICATION:

(a) The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership as Phase I are set forth in the proposed condominium plat attached hereto and made a part hereof as Exhibit "A". Each Condominium Unit is described on said plat in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the proposed plat attached hereto as Exhibit "A", and made a part hereof, so that no such Unit bears the same designation as does any other such Unit.

(b) Additional Phases set forth in the phase

plan attached hereto and made a part of Exhibit "A". Each Condominium Unit in the subsequent phases will be identified by a number and/or letter designation so that no such Unit bears the same designation as does any other such Unit.

7. CHANGE IN PLANS AND SPECIFICATIONS:

Notwithstanding anything to the contrary herein or in the Association Articles of Incorporation or By-Laws, the Developer is hereby authorized to make changes in the plans and specifications during the construction of improvements on said property, so long as such changes do not materially or adversely affect the Condominium Project. The Developer further reserves the right to alter the boundaries between Condominium Units so long as the Developer owns the Condominium Units abutting the Common Elements where the boundaries are being altered, provided that no such change shall materially or adversely affect the Condominium Project nor shall any such change be made without amendment of this Declaration, and provided further than an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the Institutional Mortgagee of an institutional first mortgage covering the Units affected, whether the said Units are encumbered by individual mortgages, or whether they are included in an overall construction mortgage on the Condominium Property. These changes shall not be construed to amend anything in the Declaration in violation of 718.403 F.S.

B. EASEMENTS:

Each of the following easements is a covenant running with the land of the Condominium, and not withstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services: Easements as may be required for utility services in order to adequately serve the Condominium or any Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Condominium Home shall be only according to the plans and specifications for the Building containing the Condominium Home or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Unit and the improvements constructed thereon to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support: Every portion of a Condominium Home or Condominium Unit contributing to the support of a Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all Units in the Building.

(c) Use of Common Elements: The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Air Space: Each Condominium Home shall have an exclusive easement for the use of the air space occupied by the Condominium Home as it exists at any particular time and as the Condominium Home may lawfully be altered.

(e) Encroachments: If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Limited Common Elements; or (v) any non-purposeful or non-negligent act of a Unit Owner except as may be authorized by the Association, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(f) Overhanging Troughs and Gutters: There shall be easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Units and the Condominium Property.

(g) Natural Growth: There shall be easements for overhanging natural growth of trees and shrubbery over the Units, the Limited Common Elements and the Common Elements.

(h) Restrictions, Reservations and Easements of Record: The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(i) Pedestrian and Vehicular Traffic: Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium, and their servants, guests and invitees.

(j) Developer's Ingress and Egress: In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the property described in Exhibit "A", their guests and invitees, expressly reserves an easement for ingress and egress over and across all roads existing from time to time within property described in Exhibit "A", whether said roads are ultimately within or outside of the Condominium.

(k) Grant of Additional Easements; Modifications and Termination: Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable

for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

(1) Additional Phases: Inasmuch as this Condominium is Phase I, II, III and IV of a 10 phase Condominium, the Developer, its successors, designees, nominees or assigns does hereby reserve easements in favor of the Unit Owners of this Phase and Unit Owners of the additional Phases of this Condominium, CORAL SUN TOWNHOMES, a Condominium, and the members of said Association, their immediate families, guests and invitees, for ingress and egress over and across all roads and ingress and egress parcels existing from time to time within the property described on Exhibit "A", whether said roads are ultimately located within or outside of the Condominium, as well as easements for utilities including but not limited to those necessary to provide power, electric, telephone, water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronics or other facilities in connection therewith and the like. Developer, for itself, its successors, nominees and assigns and the Association, reserves the right to impose on the Common Elements of this Phase and all future Phases such other easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of and necessary and proper for this Phase and future Phases of this Condominium for surrounding lands described on Exhibit "A". (Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.)

The Developer does hereby grant to the future Owners of future phases the same rights reserved to the Developer herein over the property known as Phases I, II, III, and IV being herewith submitted to Condominium ownership.

The Developer, its successors, nominees and assigns as heretofore and hereinafter described may develop separate condominiums or future phases, or homeowner's associations or other forms of ownership on said future phases, although at the time of the filing of this Declaration such is not the Developer's intent to do so. However, the Developer, its successors, nominees and assigns reserve easements over and across the lands described on Exhibit "A" attached hereto over any roads to be constructed or ingress and egress easements and utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like. The Developer does hereby grant to the future owners of the property located in the lands described in Exhibit "A" the same rights reserved to the Developer herein over the property known as Phase I being herewith submitted to Condominium ownership.

9. DEVELOPER'S UNITS

(a) Said Developer shall have the right to transact on the Condominium property any business necessary to consummate the sale of Units, including but not limited to the right to maintain models, sales offices and construction trailer, erect signs, place employees in the office, use the Common Elements and show unsold Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. A sales office, signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners.

(b) The Developer shall be assessed on unsold units only for that part of the common expenses which are in excess of sums collected against the owners of other units. Furthermore, the Developer shall pay the portion of common expenses which exceed the amount assessed against other unit owners. The Developer's right merely to pay the portion of common expenses which exceed the amount assessed against other Unit Owners shall cease no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs, and thereafter the Developer must pay assessments on its unsold apartments, just like any other Unit Owner.

10. COMMON ELEMENTS:

Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Common Elements; and

(b) Easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and

(c) Installations for the furnishing of utility services to the Common Elements or to a Unit other than the Unit containing the installation; and

(d) The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and

(e) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; and

(f) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(g) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Home caused by the settlement or movement of the Buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

Amendments to the Common Elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes.

Notwithstanding anything to the contrary herein, the Developer has reserved the right to retain ownership of the cable

television facilities and equipment serving the various Units.

11. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS:

The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be computed upon the following basis:

(a) Upon completion of Phase I, consisting of five (5) Condominium Units, and recordation of this Declaration, each Unit in Phase I shall have an undivided share in the ownership of the Common Elements and the Common Surplus equal to one-fifth (1/5th) of one hundred percent. This percentage interest in the ownership of the Common Elements and the Common Surplus shall be ascertained by dividing the number one (1) (representing the whole common elements and the common surplus), by the total number of units in Phase I ten (10) (numerator), the resulting figure being the undivided percentage of ownership of the Common Elements and the Common Surplus attributable to each Unit in Phase I prior to the recordation of any amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(b) As any additional Phases are completed and submitted to condominium ownership, as set forth in Paragraph 4 herein, the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the Condominium Form of Ownership on the following basis:

(1) The adjusted percentage of the undivided ownership of the Common Elements and Common Surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all Units presently submitted to condominium ownership pursuant to this Declaration and amendments thereto (denominator). Example: upon completion of Phase II and the recordation of the amendment submitting said Phase II to condominium ownership, the Common Elements and Common Surplus attributable to each Unit shall be computed by dividing one hundred percent (100%) (numerator) by ten (10).

Units (denominator) which represents the cumulative total of all Units submitted to condominium ownership pursuant to this Declaration at the time the amendment adding Phase II is recorded.

(2) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall automatically take effect upon the recordation of each and every amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(3) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to condominium ownership pursuant to this Declaration.

12. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership as set forth in Paragraph 11 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Paragraph 11 hereinabove as they relate to the undivided share in the

ownership of the Common Elements and Common Surplus attributable to each Unit submitted to condominium ownership pursuant to this Declaration.

13. GOVERNING BODY:

The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", the Articles of Incorporation of which are attached hereto as Exhibit "B", and made a part hereof as though set out in full herein. The By-Laws of the Association are attached hereto as Exhibit "C", and made a part hereof as though set out in full herein.

14. MEMBERSHIP IN THE ASSOCIATION:

(a) The Developer and all persons hereinafter owning an interest in the Condominium Parcels (Owners), whose interest is evidenced by the recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(b) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member. If any Unit is owned by more than one person, one of the Owners shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association, as the voting member for that Unit. Failure by all Owners of a Condominium Unit to file such sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association.

(c) Upon completion of Phase I, there shall be four (4) voting members. Upon the recordation of the amendment submitting additional Units to condominium ownership pursuant to the provisions of this Declaration, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting member for each Unit submitted to condominium ownership pursuant to this Declaration and amendments thereto. A person or entity owning an interest in more than one (1) unit may be designated as a voting member for each one such Unit which he or it owns.

(d) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than five (5) voting members who are to be elected annually by the voting members.

(e) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited, to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

BR# 6204PG0087

15. AMENDMENT OF DECLARATION:

(a) This DECLARATION may be amended by affirmative vote of three-fourths (3/4) of the Unit Owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made of a material nature without first obtaining the approval of fifty-one percent (51%) of the eligible mortgage holders (by fifty-one percent, it is meant the mortgage holders who represent at least fifty-one percent (51%) of the votes of the unit estates subject to the mortgage held by eligible holders). A material change would be considered any change relating to:

voting rights;

assessments, assessment liens, or the priority of assessment liens;

reserves for maintenance, repair, and replacement of common areas;

responsibility for maintenance and repairs;

reallocation of interests in the general or limited common areas, or rights to their use;

redefinition of any unit boundaries;

convertibility of units into common areas or vice versa;

expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;

insurance or fidelity bond;

leasing of units;

imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

a decision by the owners' association to establish self-management when professional management had been required previously by the project's documents or by an eligible mortgage holder;

any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

any provisions that expressly benefit mortgage holders, insurers, or guarantors.

It is considered to be approval by the eligible mortgage holders if the proposed Amendment is submitted to them and they fail to submit any response or objection thereto within thirty (30) days after receiving the proper notice of the proposed amendment, provided it was delivered by certified or registered mail with a "Return Receipt" requested. Provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgage having a mortgage or other lien against any one or more Units or Condominium Parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the Condominium Form of Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the Public Records of Broward County; provided, however, that the property rights of

BK 6204PG0088

the Owners are not materially and/or adversely affected by such amendment.

(b) If it shall appear through scrivener's error, that a Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Unit Owner shall be required to join in or execute such amendment.

(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the By-Laws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 15 (c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) However, no amendment shall change the configuration or size of any Condominium Home Unit or Condominium Land Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner thereof and all record owners of mortgages or other liens thereupon shall join in the execution of the amendment, and unless all the record owners of all the Units approve the amendment, provided, further, however, that any vote for an amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Unit Owner and/or Unit, shall be conducted by secret ballot, save and except amendments made by the Developer pursuant to the provisions of Paragraph 5 hereinabove for the purposes of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

(e) Notwithstanding anything to the contrary contained herein, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the written consent of said Developer or mortgagees, as appropriate, to any such amendment. No amendment shall make any change in the sections of this Declaration containing provisions regarding insurance, reconstruction or repair after casualty, or condemnation unless all Institutional First Mortgagees whose mortgages are of record shall join in the amendment. This Paragraph 15(e) may not be amended.

(f) Notwithstanding anything to the contrary contained herein, the Developer retains the right to amend this Declaration from time to time pursuant to the provisions set forth in Paragraph 5 hereinabove for the purpose of submitting additional phases to condominium ownership pursuant to the terms

of this Declaration.

16. TYPE OF OWNERSHIP:

Ownership of each Condominium Parcel, which shall include the Condominium Unit and the Condominium Home and other improvements situated thereon and the undivided share in the Common Elements herein specified, shall be evidenced by Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

The Condominium Units may be conveyed to purchasers as and when the Condominium Home has been substantially completed and a certificate of occupancy has been issued therefor, whether or not any other Buildings in the Condominium Project have been so completed, provided, however, that all applicable laws and regulations have been complied with prior to such conveyance.

17. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

(a) Common Expenses shall be assessed again each Unit Owner by the Association as required by this Declaration of Condominium.

(b) Every Assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the Unit, and all interest therein owned by the members against which the Assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to, and superior to, the creation of any homestead status for any Condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any Institutional First Mortgage.

(c) In addition to the lien rights set forth hereinabove, the Association shall be entitled to assess a late charge of Five and No/100 (\$5.00) Dollars, together with interest at the rate of Ten percent (10%) per annum from the due date until the date of payment for any Assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such Assessment.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

1. Interest charges for nonpayment of assessments are not a late fee, fine or other penalty where such charges are calculated over the actual period of deficiency.

2. Assessments shall be utilized by the

association only for common expenses as such expenses are defined in Section 718.115(1), Florida Statutes. Assessments, specifically including any accelerated payment of common expenses levied by the association against a unit for nonpayment or late payment of assessments for common expenses, shall be levied against a unit not less frequently than quarterly.

(d) Where the mortgagee of a first mortgage of record, or the purchase or purchasers of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee, shall not be liable for the share of the Common Expenses or Assessments by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to acquisition of title by said mortgagee as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses, collectable from all of the Owners of Units, including such acquirer of the first mortgage of record and his successors and assigns. The acquirer from the first mortgagee of record or his successor or assigns, shall thereafter be obligated to pay that share of the Common Expenses and Assessments attributable to his Unit.

(e) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

18. MAINTENANCE:

(a) By the Unit Owner: Each unit owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

(1) All portions of the Condominium Home, including, but not limited to, cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryer disposals, compactors and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Unit Owner.

(2) All heating, cooling and plumbing apparatus or utility installations, whether or not included within the boundaries of the Unit or the Condominium Home, which provide service exclusively to the Condominium Parcel, owned by the Unit Owner. All heating and cooling equipment described herein shall be considered a limited Common Element pursuant to F.S. 718.103 (16).

(3) All property to be maintained, painted, repaired and/or replaced by a unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance throughout the Condominium, and no such maintenance repair, painting or replacement shall be performed in a manner which changes or alters the exterior appearance of a Building or the Condominium Property from its original appearance or condition without the prior written consent of the association. All property to be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any portion of the Condominium Property.

(4) No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance or replacements, the responsibility for which is that of the Association.

(b) AT THE OPTION OF THE ASSOCIATION:

The Association may, at its own expense:

(1) Use and expand the Assessments collected including Assessment for reserves or betterments, to maintain, care for and preserve the Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Units and the improvements thereon when necessary and with as little inconvenience to the Owners as possible in connection with such maintenance, care and preservation. Whenever it is necessary to enter any Unit and the improvements thereon for the purpose of performing any such maintenance, care and preservation, the Unit Owner shall permit the Association or persons authorized by it to be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Unit, if required by the Association, shall deposit a key to his Condominium Home with the Association.

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the By-Laws and the terms and conditions of this Declaration;

(b) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the Buildings and the Condominium Property, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property.

19. (left blank)

20. INSURANCE:

The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

(a) All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgages, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provisions specifically does not include coverage of or on personal property or for personal liability or living expense of the Unit Owners.

(b) COVERAGE:

(1) Casualty: The Buildings and all fixtures and improvements upon the land and all personal property included in the Condominium Property, other than personal

property owned by the individual Unit Owners, shall be insured pursuant to a "master" or "blanket" type policy of property insurance in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the Buildings on the land, including, but not limited to, vandalism and malicious mischief, and all other perils normally covered by the standard "all risk" endorsement, where such is available.

(2) Public Liability: The Board of Directors of the Association shall have the right to contract for comprehensive public liability insurance covering all of the Common Elements, Limited Common Elements, and Common Facilities and Common Areas, if any, as it may deem necessary, at the expense of the Association. Any such liability insurance coverage shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use; however, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(3) Workmen's Compensation: Workmen's Compensation necessary to meet the requirements of law shall be purchased by the Association.

(4) Flood Insurance Protection: The Association shall acquire flood insurance protection under the Flood Disaster Protection Act of 1973 necessary to meet the requirements of the law. Such policy, if required, shall be a form which meets criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator, and shall be in an amount equal to the lesser of (1) the maximum coverage available under the National Flood Insurance Program for all Buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area, or (2) one hundred percent (100%) of the current replacement cost of all such Buildings and other insurable property.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, and shall be a Common Expense.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to Common Elements shall be held as provided in this Section of the Declaration.

(e) In the event a loss occurs to any improvement within any of the Units alone, without any loss occurring to any of the improvements within the Common Elements, payment under the insurance policies shall be made to the Owners owning such Units and their mortgagees, if there be mortgages on said Units, as their interests may appear, and it shall be the duty of those Unit Owners to effect the necessary repairs to the improvements within their respective Units.

(f) In the event that loss occurs to improvements within Units and the contiguous Common Elements, or to improvements within the Common Elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the Units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association

and the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and the damaged Units. If the insurance proceeds should be sufficient to repair all the improvements within the Common Elements, the proceeds shall be applied first to completely repair the damage within the Units and the balance of the funds shall be apportioned to repair improvements within the Common Elements, and the Unit Owners shall be subject to a special Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the Common Elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 20(f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any Unit, which mortgagee shall hold the insurance proceeds in escrow and the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as Escrow Agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective Unit Owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each Unit and in relation to the total damage claim and the amount of insurance funds available;

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and Units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond, the Escrow Agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payment contained in the Construction Agreement between the Association and the Contractor. The Construction Agreement shall be subject to prior written approval of the Escrow Agent, which approval shall not be unreasonably withheld.

(cc) If there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair that is the responsibility of the Association, such balance shall next be distributed to the Owners of damaged Units who have responsibility for reconstruction and repair of their units. The distribution shall be in the share that the estimated cost of construction and repair of each damaged Unit bears to the total of such costs for all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of reconstruction and repair for Owner's Unit appurtenant thereto. If there is a mortgage on a damaged Unit, the distribution pursuant to this paragraph shall be subject to the provisions of Paragraph 20 (f)(2)(aa) above.

(dd) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and the Units, a membership meeting shall be held to determine whether or not to abandon the Condominium Project or to levy a uniform special Assessment against each Unit and the Owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units, provided that the insurance funds available are applied first to repair the units damaged and such

BR 6204 PG 0094

assessment shall be only for or on account of repairs to the Common Elements. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be a part of such special Assessment. In the event the majority of the voting members vote in favor of the special Assessment, the Association shall immediately levy such Assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special Assessment and one hundred percent (100%) vote for abandonment of the Condominium, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each Unit as per Paragraphs 11 and 12 of this Declaration, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds all liens on such Unit in the order of Priority of such liens, and the Condominium may be terminated as provided in Paragraph 28 hereinafter.

(g) If there has been loss or damage to the common Elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the damaged Units and if the majority of the voting members vote against levying the special Assessment referred to above, and one hundred percent (100%) of the voting members and fifty-one percent (51%) of the institutional mortgagees holding mortgages on the individual units vote to abandon the Condominium, same shall be abandoned subject to the provisions of Paragraph 28 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Broward County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the Unit Owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for damage to improvements within Units or Common Elements, subject to the approval of any mortgagee of the premises damaged.

21. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

(a) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as Exhibits, or if not, then according to plans and specifications approved by the Association, and if the damaged property is one or more Buildings containing Units, by the Unit Owners of all Units (and their respective Institutional Mortgagees) the plans for which are to be altered, and by the members of the Association, which approval shall not be unreasonably withheld.

(b) If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(c) Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Escrow Agent.

(d) The funds for payment for costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Escrow Agent and special assessments collected by the Association from Unit Owners. Such

BK# 6204PC0095

funds shall be disbursed as provided in paragraph 20(f)(2)(bb), and it shall be presumed that the first monies disbursed in payment of costs of construction and repair are from the insurance proceeds. Any balance remaining in the fund after the fund was established shall be distributed as provided in paragraph 20(f)(2)(cc); except, however, the amount of such distribution which does not exceed the special Assessment paid by the Unit Owner for such reconstruction and repair shall not be made payable to any mortgagee unless that mortgagee provides satisfactory evidence to the Escrow Agent that it provided the funds for such special Assessment.

22. CONDEMNATION AND EMINENT DOMAIN

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Escrow Agent. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Escrow Agent; and in the event of a failure to do so, in the discretion of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 28 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units will receive their prorata share of the condemnation award applicable to said Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Escrow Agent after a casualty.

(d) If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

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

(bb) The balance of the award, if any, shall be distributed to the Unit Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

(e) If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their

DKR 6204PG0096

mortgages due from those Units which are not tenatable; and then jointly to the Unit Owners and mortgagees of Units not tenatable and in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(bb) The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(cc) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(dd) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(ee) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Unit Owner, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

(g) The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

(h) The association is designated to represent the unit owners in any proceedings, negotiations, settlements or agreements in connection with any proceeds paid under this paragraph or any matters relating to the handling of losses or proceeds from condemnation, destruction or liquidation of all or part of this condominium project, or from the termination of the project. The association shall be the attorney-in-fact for each unit owner for these specific purposes.

23. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental, and transfer of Units by any Owner shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any Unit to any other person other than transferor's spouse, the Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors or the Association shall either approve or disapprove proposed sale, transfer or conveyance, in writing, and shall notify the Owner of its decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

The Association, pursuant to the provisions of Florida Statutes 718.112(j), shall be entitled to charge the Unit Owner a fee of Fifty Dollars (\$50.00) for costs incurred by the Association to review the proposed transfer and the costs of the clerical services necessitated by the transfer of ownership.

In the event the Board of Directors of the Association disapproves the proposed sale, conveyance or transfer, and the member shall desire to consummate such sale, conveyance or transfer, such member shall, thirty (30) days before such sale, conveyance or transfer give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said Unit. If a dispute arises as to the definitions of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the Owner.

In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction or furnish a purchaser approved by the Association, who will accept the transaction upon the terms and conditions contained in the notice provided by the Association at least ten (10) days before the date of the intended sale or transfer, and notify the Owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association, as a good faith deposit for the intended sale. In the event the member giving notice receives acceptances from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, on

the day and at the price and the terms given in his notice, but on no other price or terms without repeating the procedure outlined above.

In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of the Unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the member of the Association making the redemption. Any expenses, which shall include, but not be limited to, attorney's fees and court costs incurred by the Association, maintenance company or any members for enforcement of the provisions of this Paragraph 23 shall be assessed against the member who violates or fails to comply strictly with the provisions of this Paragraph 23.

An affidavit of the Secretary of the Association, stating that the Board of Directors of the Association approved in all respects on a certain date the sale or transfer of a Unit to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain date of a proposed sale or transfer and the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a Condominium Unit have been complied with and that the sale or transfer of a particular unit to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts as for the purpose of determining the status of the persons' title to such Unit sold or transferred. Such affidavit shall not be evidence of the fact that subsequent sale or transfer to such person was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

In case of the death of the Owner of a Unit, the surviving spouse, if any, and, if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Unit; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Unit, the ownership thereof shall be transferred by legal process to such new Owner.

In the event said decedent Owner shall have conveyed or bequeathed the ownership of his Unit to some designated person or persons, other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such Unit, or under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of said devisee or descendant, express their refusal or acceptance of the individual or individuals so designated as Owner or Owners of the Unit. If the Board of Directors of the Association shall consent, in writing, ownership of the Unit may be transferred to the person or persons so designated, who shall thereupon become the person or persons so designated, who shall thereupon become the Owner or

Owners of the Unit, subject to the provisions of this enabling Declaration and the Exhibits hereto. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days to purchase, for cash, the said Unit at the then fair market value thereof.

In the event a dispute arises as to what should be considered the fair market value of a Unit as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth in this Paragraph 23 herein shall be abated until final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Broward County County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representatives of the Seller out of the amount realized from the sale of such Unit. In the event the members of the Association do not exercise the privilege of purchasing said Unit within such period, and upon such terms, then and only in such event, the person or persons so designated by the decedent shall take title to the Unit; or such person or persons or the legal representative of the decedent may sell the said Unit, but the sale shall be subject in all respects to the provisions of this enabling Declaration and the By-Laws of the Association.

(b) Rental or Lease: A Unit may be leased or rented in accordance with the rules and regulations adopted by the Association relating thereto, however no Unit shall be leased for a period of less than six (6) months.

(c) Corporate Purchaser or Lessee: The purchaser or lessee of a Unit may be a corporation.

(d) Transfer By Mortgagee: Notwithstanding anything to the contrary herein, the provisions of this paragraph 23 shall not be applicable to transfer to mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an Owner.

(e) Mortgage: A Unit Owner may mortgage his unit or interest therein without the approval of the Association to any lender.

(f) Notice to Mortgage Holder: Any mortgage holder, insurer or guarantor who sends a written request to the Association stating both the name and address of the unit number or address of the unit upon which it has a mortgage or insures a mortgage shall be entitled to the following timely written notice:

any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and

any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

24. RESTRAINT UPON SEPARATION AND PARTITION:

Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto,

whether or not specifically described, including but not limited to, the Unit Owner's share in the Common elements and the Limited Common Elements, and his Association membership.

25. USE RESTRICTIONS:

In addition to other obligations and duties heretofore set out in this Declaration, every Owner or occupant of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto:

(a) Each Unit shall be used only for the purpose of a single family residence. A family is defined to mean any number of persons related by blood, marriage, or adoption, or not more than two (2) unrelated persons living as a single housekeeping Unit.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile or standard size van will be permitted within the development of which the Unit is a part. No parking of trucks of any nature or similar commercial vehicles shall be permitted except temporarily for delivery, pick-up, or repairs, and except temporarily during periods of construction. Any such vehicle or any of the properties mentioned in the preceding sentences may be removed by the Association at the expense of the Unit Owner, occupant or Guest owning the same, for storage or public or private sale, at the election of the Association; and the Unit Owner, Occupant or Guest owning the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of Owner will be permitted outside the confines of the Owner's Unit.

(c) Each Unit Owner shall maintain his Unit in good condition and repair, including all internal surfaces within or surrounding his Unit, and each Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or occupants shall be kept in such areas, temporarily or otherwise.

(d) Each Owner shall maintain his Unit in a clean and sanitary manner. Patios, porches or fences shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the Condominium Home.

(e) Unit Owners shall not keep pets or other animals in their Units or within the Common Elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer that said written approval will not be withheld for small pets, however, no more than two small pets may be kept in any Unit. For purposes of this paragraph, small animals are defined as animals weighing fifteen (15) pounds or under. In the event written approval as aforescribed is obtained by the Unit Owner, then and in such event the Unit Owner will be required to be sure that the animal is always kept under a leash when the pet is outside the Unit. In no event shall the animal be allowed to enter the recreational areas and/or to cause a nuisance or disturbance of any kind or nature. The Board of Directors of the Association can withdraw the written approval referred to above at any time in its sole discretion should the small animal become a nuisance or the Owner does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets.

(f) Alterations and repairs of the Buildings are the responsibilities of the Unit Owners. No exterior painting of doors or Buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Architectural Control Committee. No reflecting device or materials may be used in any of the aforementioned areas.

(g) No Owner or occupant may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other Owners and occupants. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Unit or on or about the Condominium Property, if the same shall in any manner disturb or annoy the other Unit Owners or occupants of the Condominium.

(h) Each Owner may identify his Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(i) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Unit, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, without the prior written approval of the condominium association.

(j) All official notices of the Association or of a management corporation, if utilized, shall bear the signature of the President and the official seal of the said Association and/or the management corporation.

(k) All damage to the Condominium project caused by the moving and/or carrying of articles therein, shall be paid by the Unit owner or person in charge of such articles.

(l) Soliciting is strictly forbidden. It is required that Owners notify the Association if a solicitor appears and appropriate action will be taken.

(m) These rules and regulations are subject to modification by the Association in accordance with the By-Laws as set forth in Exhibit F of the Declaration.

(n) No Owner or occupant of a Unit shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Limited Common Elements or the Common Elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisances, immoral or illegal act in his Unit or Limited Common Elements or on the Common Elements.

(o) Each Unit Owner or occupant shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through, or under him do likewise.

(p) Each Unit Owner or occupant shall allow the Board of Directors or the agents and employees of the Association to enter any Unit and the improvements thereon for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the Units or the Limited Common Elements and Common Elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements

BK# 6204PG0102

and the By-Laws of the Association.

(q) Unit Owners or occupants shall make no repairs to any plumbing or electrical wiring within a Unit except by a plumber or electrician licensed in Broward County, Florida.

(r) No tents and no temporary or accessory building or structure shall be erected without the prior written consent of the Architectural Control Committee.

(s) All garbage or trash containers shall be located within the garage or closed area in such a manner as to be out of view of the street and neighboring and adjacent Units.

(t) No television or other outdoor antenna system or facility shall be erected or maintained on any Unit to which cable television service is then currently available except with the specific written consent of the Architectural Control Committee.

(u) All alterations, modifications and improvements of the Units and improvements constructed thereon shall be made only after prior written approval of the Architectural Control Committee as set forth more fully in Paragraph 26 of this Declaration.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units and Common Elements so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration and Exhibits hereto.

26. APPROVAL OF MODIFICATION TO UNITS AND COMMON ELEMENTS

(a) No building, outside lighting, fence, hedge, wall, walk, or other structure or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of such structure or work to be done shall have been submitted in duplicate to and approved in writing by the condominium association and a copy thereof, as finally approved, lodged permanently with the Association. The condominium association shall be composed of three (3) persons, appointed by the Board of Directors in its sole discretion, who shall not be required to be members of the Association until the Developer no longer owns Units for sale in the ordinary course of business.

(b) The condominium association shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable in its sole discretion, for aesthetic or any other reasons, such consent not to be unreasonably withheld; and in so passing upon such plans, specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

(c) Should the condominium association fail to approve or disapprove any plans and specifications submitted to it by the Owner of any Unit within thirty (30) days after written request therefor, then such approval by the condominium association shall not be required; provided, however, that no modification, improvement or alteration shall be erected or shall

BK#6204PG0103

be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration.

(d) The condominium association shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the Condominium Project, and the condominium association judgment and determination shall be final and binding. Provided, however, nothing herein shall be deemed to permit any changes in the location of lot lines or lot sizes or shapes which are not in compliance with an approved site plan for the Project.

(e) All areas disturbed by construction and not under permanent structure must be improved and landscaped in accordance with a landscaping plan approved by the condominium association, which approval shall not be unreasonably withheld.

(f) Unless specifically excepted by the condominium association, all improvements for which an approval of the condominium association is required under this Declaration shall be completed within six (6) months from the date of commencement of said improvements.

27. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD:

During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any portion of the Common Elements of the Condominium Project or uncompleted Buildings to any of the occupants of the Condominium, while such Common Elements or uncompleted Buildings are under construction and development, and to utilize various portions of the Common Elements or the Buildings in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors, or assigns, owns any Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including, but not limited to, all recreational facilities, and where necessary, for the proceeding from one portion of the Condominium Property to the other; and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Project to obtain ingress and egress to the Condominium Project. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Project unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit not owned by the Developer its successors or assigns, or any limited Common Element appurtenant thereto.

(c) Right of first refusal, notwithstanding the provisions of Paragraph 23 herein, if, during the time the Developer, its successors or assigns is in the process of construction or sale of Units, a Unit Owner receives a bona fide

offer acceptable to such Unit Owner, to purchase his Unit or if a Unit Owner makes a bona fide offer to sell his Unit to a purchaser, the Unit Owner shall give the Developer written notice of such offer setting forth the name and address of the purchaser and the price and terms of the offer. Developer shall thereupon have the prior option to purchase the Unit covered by such offer at the price and on the terms of such offer within thirty (30) days after the Developer's receipt of the Owner's notice of such offer, and upon such notice of acceptance being given by the Developer to the Unit Owner in accordance with the terms of the bona fide offer upon which the first refusal option has been exercised.

28. COVENANTS:

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all the provisions of this Declaration.

29. INVALIDATION AND OPERATION:

Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Unit, whether by judgment or court order or law, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

30. INTERPRETATION:

Whenever the context so requires, the use of any genders shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

BK# 6204PG0105

IN WITNESS WHEREOF, the DEVELOPER has caused these presents to be signed in its name and by its proper agent thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of:

Alexia D. Smith
Eileen Barnes

CORAL SUN BUILDERS, LTD., a Florida Limited Partnership

By: JOHN ROLLAND GENERAL CONTRACTOR, INC., a Florida corporation, General Partner

By: [Signature]
JOHN ROLLAND, President

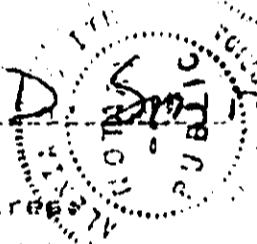
STATE OF FLORIDA]
] SS
COUNTY OF BROWARD]

I HEREBY CERTIFY that on this 14th day of February, 19 89, before me personally appeared JOHN ROLLAND, President of JOHN ROLLAND GENERAL CONTRACTOR, INC., a Florida corporation, General Partner of CORAL SUN BUILDERS, LTD., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing Declaration of Condominium of CORAL SUN TOWNHOMES, and acknowledged the execution thereof to be his free act and deed and for the uses and purposes expressed therein.

WITNESS my signature and official seal at Fort Lauderdale, Broward County, State of Florida, the day and year last aforesaid.

Alexia D. Smith
Notary Public

My Commission Expires



(Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 25, 1993
BONDED INRL GENERAL LMS. UND.

BK# 6204PG0106

EXHIBIT "A"

DESCRIPTION OF ALL OF CORAL SUN TOWNHOMES:

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 112, PAGE 37, OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

BK 6204 PG 0107

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

CORAL SUN TOWNHOMES

A CONDOMINIUM

PHASE 1

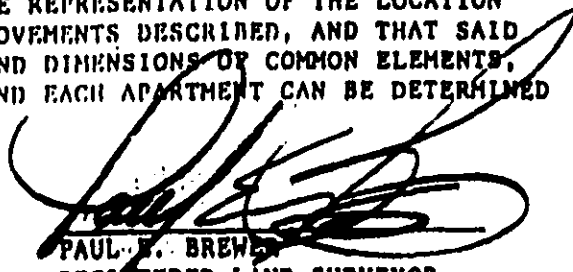
DESCRIPTION:

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

CERTIFICATION: PHASE 1

THIS CERTIFICATION, MADE THIS 11th DAY OF FEBRUARY, 1989 BY THE UNDERSIGNED SURVEYING FIRM, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (e) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE ATTACHED EXHIBIT "A", SHEETS 1 THROUGH 6 IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS AS AS-BUILT ARE SO THAT SUCH MATERIALS, TOGETHER WITH THE WORDING IN THE DECLARATION OF CONDOMINIUM OF CORAL SUN TOWNHOUSES, A CONDOMINIUM, RELATING TO MATTERS OF SURVEYING IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND THAT SAID IDENTIFICATION, LOCATION AND DIMENSIONS OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND EACH APARTMENT CAN BE DETERMINED FROM THESE MATERIALS.



PAUL E. BREWER
REGISTERED LAND SURVEYOR
NO. 3240
STATE OF FLORIDA

SHEET 1 OF 7 SHEETS

BK# 6204 PG# 108

CORAL SUN TOWNHOMES

A CONDOMINIUM

FOR

JOHN ROLLAND

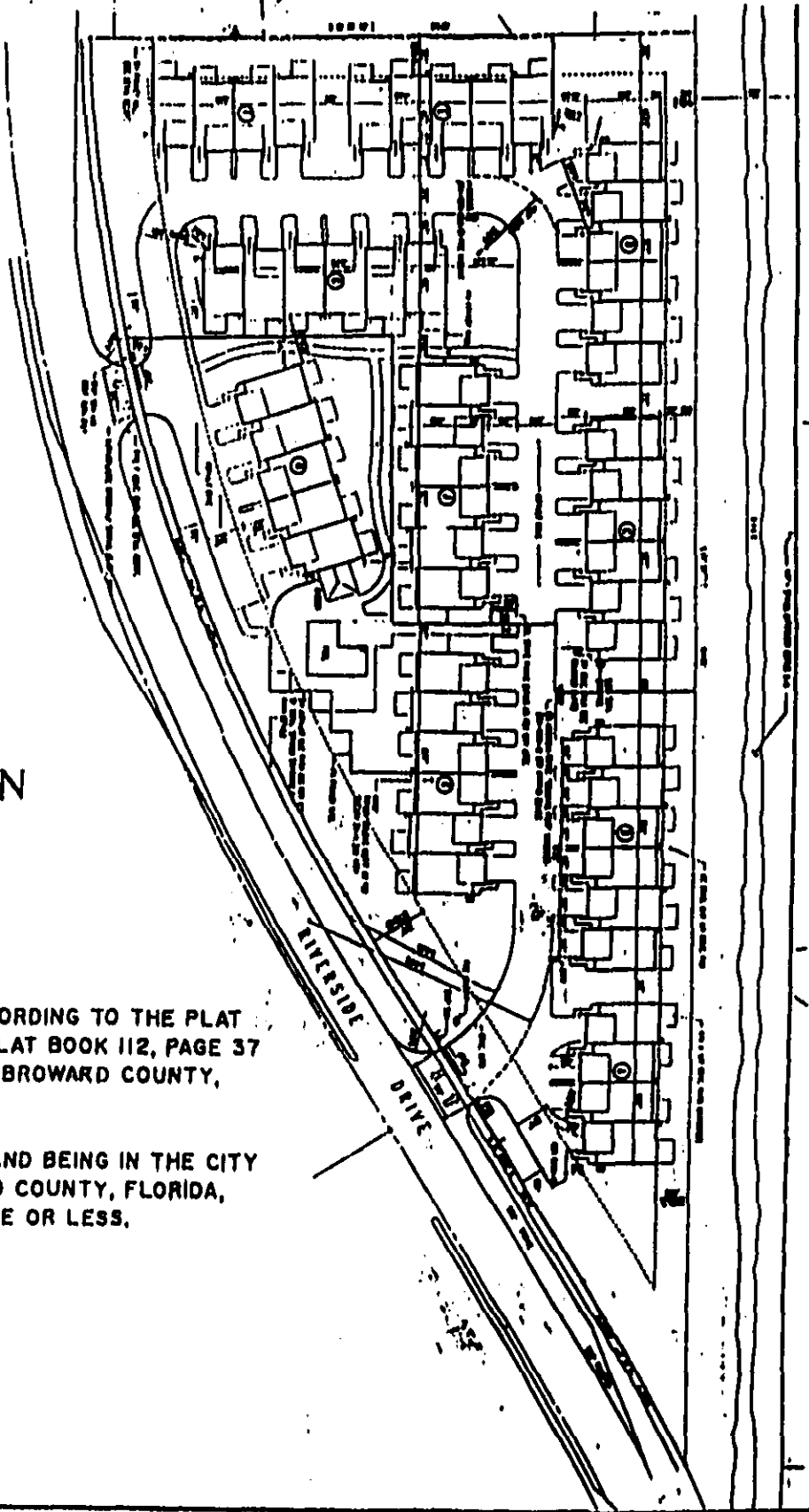
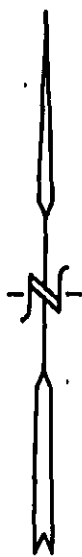


CONULTING ENGINEERS, P.C.
6721 W. 21st Street
Coral Springs, FL 33066
(904) 433-5771

SCALE	REVISIONS	DATE	BY	CHK'D.	F.B./PG.
1" = 100'					
DRAWN BY: G.D.					
CHK'D BY: <i>[Signature]</i>					
DATE: 88-01-74	REVISE CERTIFICATION	2/10/89	GD	<i>[Signature]</i>	FILE
	REVISIONS TO BE MADE TO THIS PLAN	11/10/88	GD	<i>[Signature]</i>	N/A

NOT VALID UNLESS SEE THE SURVEYOR'S SEAL
AN EMBOSSED SURVEYOR'S SEAL

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM



SITE PLAN
 (OVERALL)

DESCRIPTION :

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

SHEET 2 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
 FOR
 JOHN ROLLAND

BK# 6204-PG 109



DREYER & THIGLE
 CONSULTING ENGINEERS, P.C.
 8321 NW 25th Street
 Coral Springs, FL 33075
 (954) 553-5700

SCALE: N.T.S.
 C.R./P.O. FILE
 DRAWN BY: G.D.
 CK'D BY: *[Signature]*
 JOB NO. 88-01-74

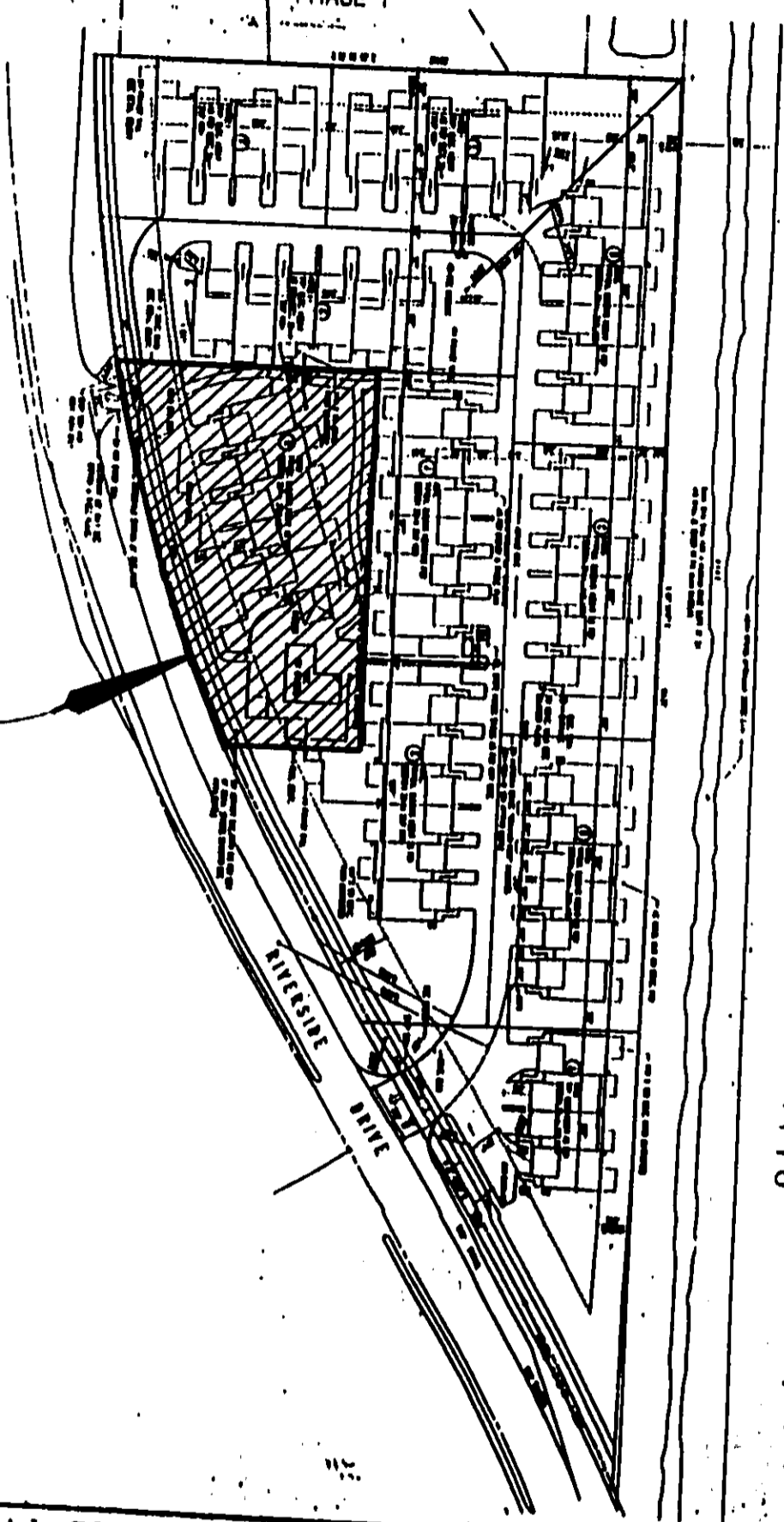
REVISIONS	DATE	BY	CK'D	F.B./PG.
NOT VALID UNLESS				
AN EMBOSSED SURVEYOR'S SEAL				

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM
 PHASE 1



KEY MAP

PHASE 1



BK# 6204 PG 0110

SHEET 3 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
 FOR
JOHN ROLLAND



BREWER & THIELE
 CONSULTING ENGINEERS, P.C.
 8321 N.W. 15th Street
 Coral Springs, FL 33065
 (305) 753-5700

SCALE: N.T.S.
 F.B.I.P.O.: FILE
 DRAWN BY: G.D.
 CK'D BY: *[Signature]*
 JUD NO.: 88-01-74

REVISIONS	DATE	BY	CK'D.	F.B.I.P.O.
NOT VALID UNLESS AN EMBOSSED SURVEYOR'S SEAL				

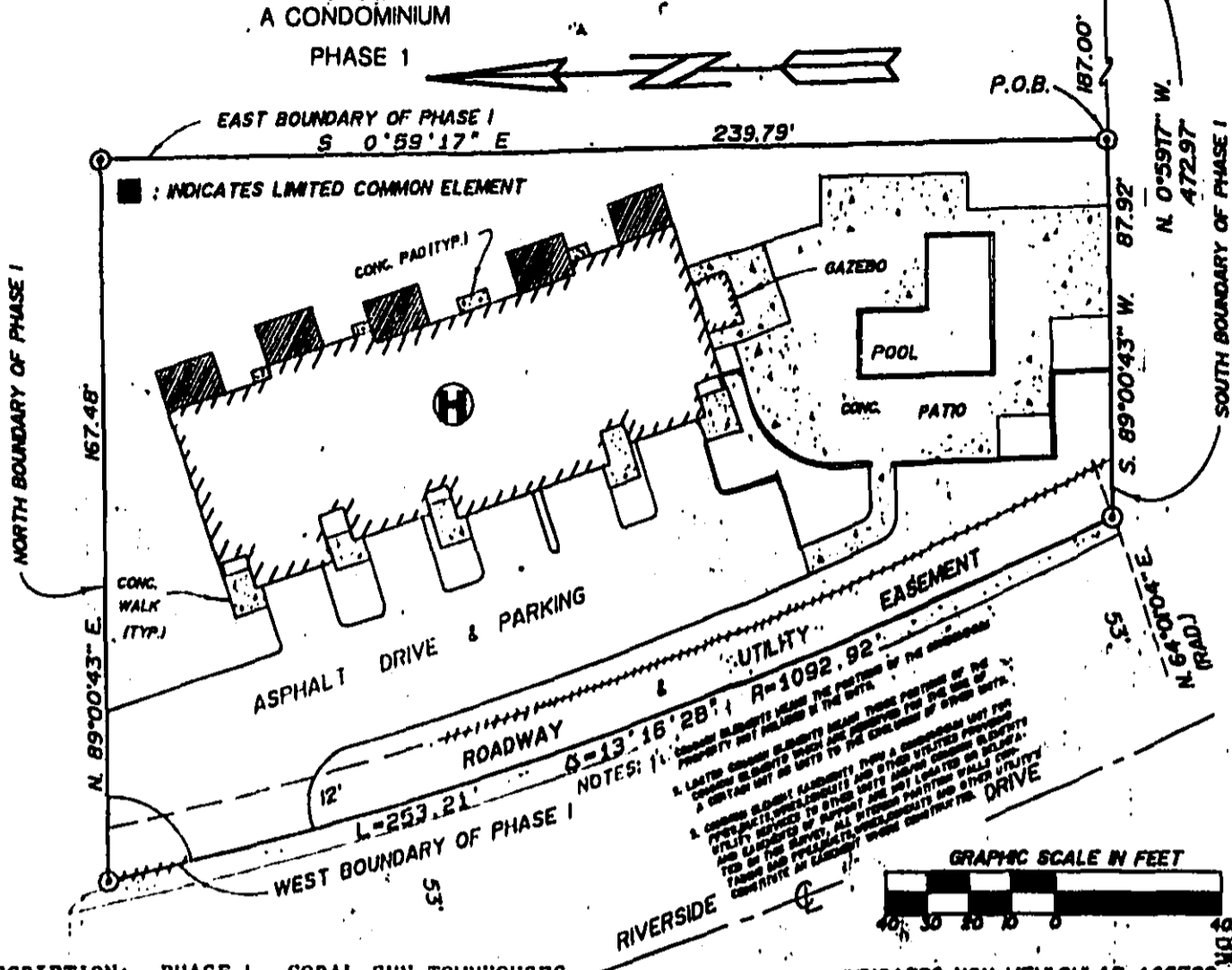
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

NORTH SPRINGS
 IMPROVEMENT
 DISTRICT C-11

MOST SOUTHERLY COR.
 PARCEL "R", P.B. 112, PG. 37

E. BOUNDARY, PARCEL R

A CONDOMINIUM
 PHASE 1



DESCRIPTION: PHASE I, CORAL SUN TOWNHOUSES

INDICATES NON-VEHICULAR ACCESS

A PORTION OF PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "R"; THENCE N.00°59'17"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "R" AND THE WEST RIGHT-OF-WAY OF NORTH SPRINGS IMPROVEMENT DISTRICT C-11, A DISTANCE OF 472.97 FEET; THENCE S.89°00'43"W., A DISTANCE OF 187.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°00'43"W., A DISTANCE OF 87.92 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS N.64°01'04"E., THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1092.92 FEET, A CENTRAL ANGLE OF 13°16'28" AND AN ARC LENGTH OF 253.21 FEET. THE LAST DESCRIBED COURSE BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID PARCEL "R" AND THE EASTERLY RIGHT-OF-WAY OF RIVERSIDE DRIVE; THENCE N.89°00'43"E., A DISTANCE OF 167.48 FEET; THENCE S.00°59'17"E., A DISTANCE OF 239.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,856 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.

SHEET 4 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
 FOR
 JOHN ROLLAND



Brewer & Thiele
 CONSULTING ENGINEERS, P.C.
 8321 N.W. 15th Street
 Coral Springs, FL 33075
 (305) 751-5271

SCALE: 1"=40'

F.D. NO. FILE

DRAWN BY: G.D.

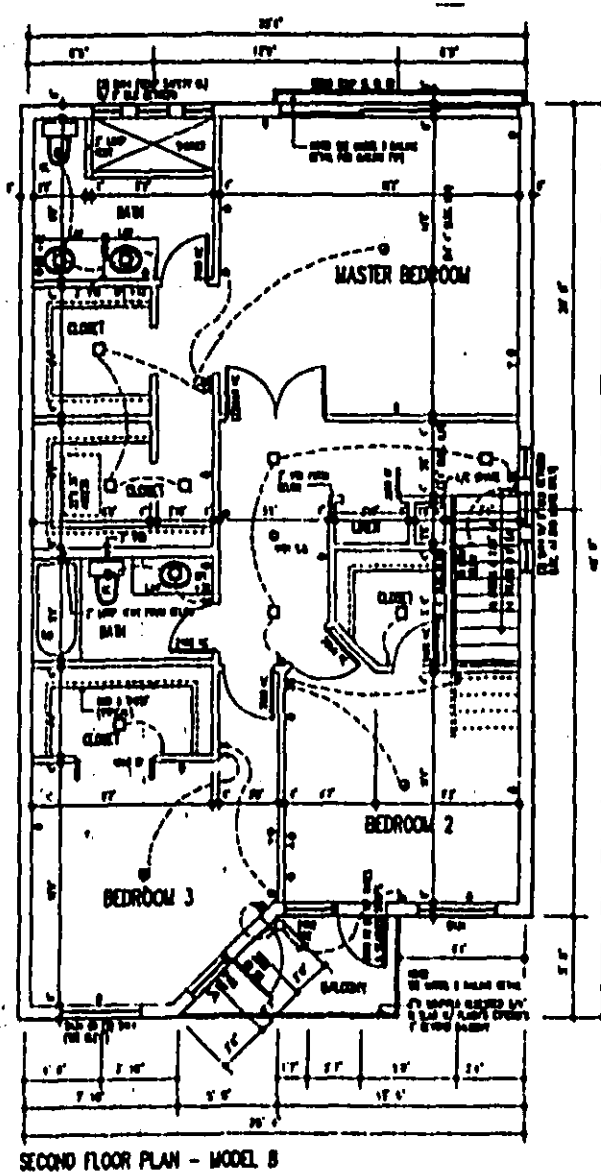
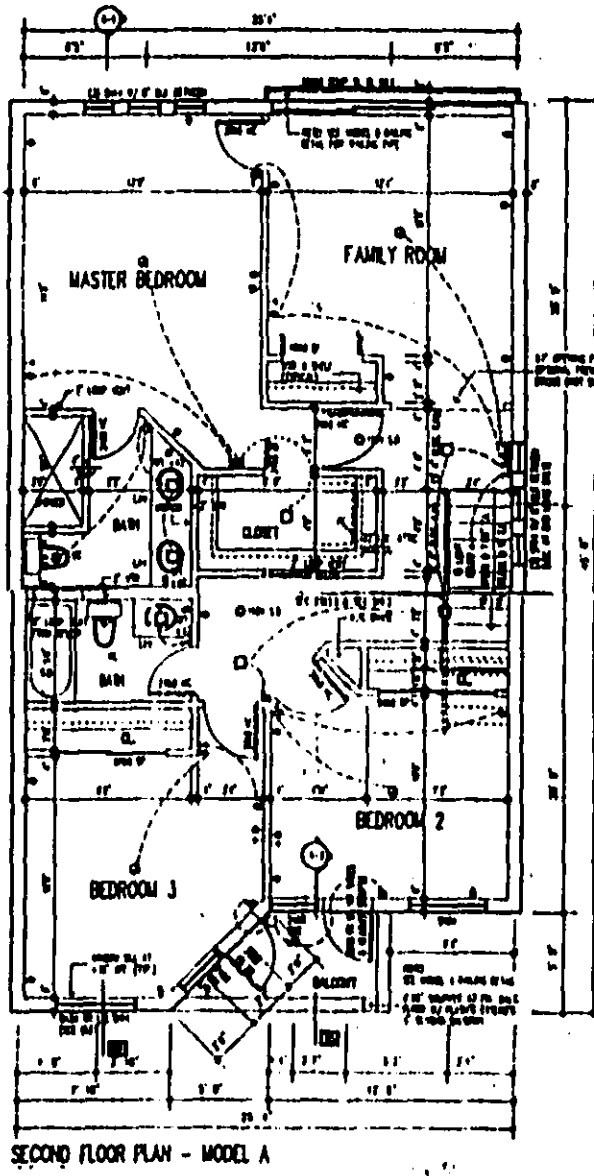
CHK'D BY: *DTB*

JULI 110 88-81-74

REVISIONS	DATE	BY	CK'D.	F.D./PG.
NOT VALID				FILED WITH
AN EMP				JOHN ROLLAND'S SEAL
FINAL BLDG. PLAN	2/8/89	G.D.	<i>DTB</i>	FILE
ADD PROPOSED POOL AND PATIO	1/18/89	G.D.	<i>DTB</i>	FILE

BK 6204 PG 111

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM
 PHASE 1
TYPICAL UNIT

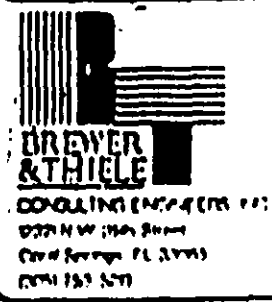


SCALE : 1"=10'

NOTES :
 DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
 PREPARED BY TUTTILL AND VICK, FORT LAUDERDALE, FLA.
 ALL INTERIOR DIMENSIONS ARE APPROXIMATE.
 ELEVATIONS SHOWN HEREON ARE BASED ON THE
 N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM OF
 1929.)

SHEET 5 OF 7 SHEETS

CORAL SUN TOWNHOMES
 A CONDOMINIUM
 FOR
 JOHN ROLLAND

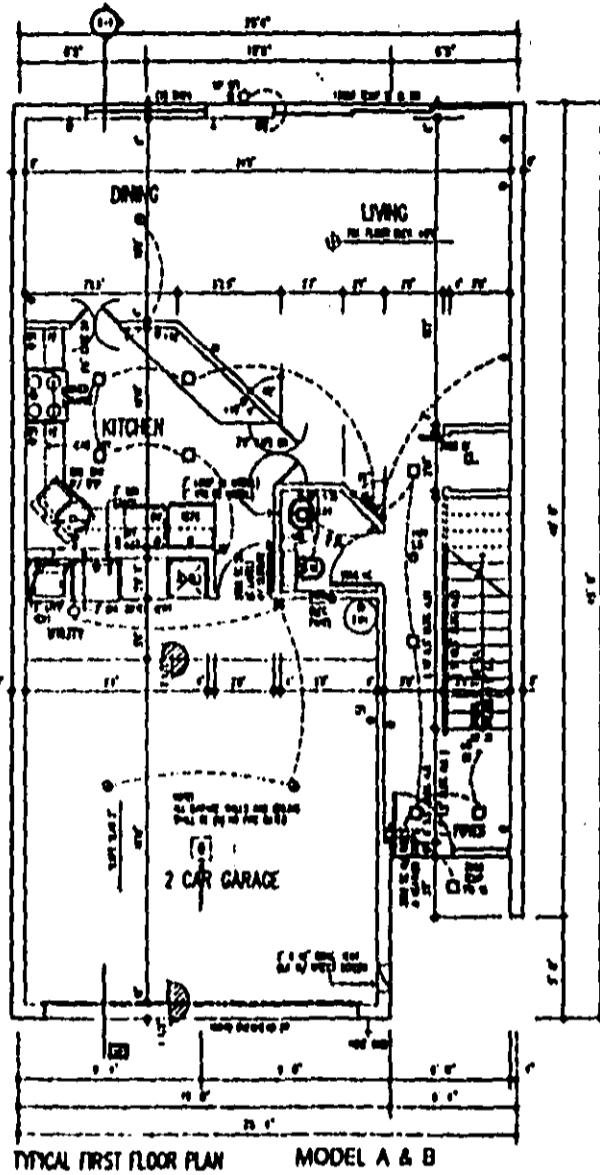


SCALE	REVISIONS	DATE	BY	CK'D.	F.B./PG.
1"=10'					
FILE					
DRAWN BY G.D.					
CK'D BY <i>10/11</i>					
JUL 11 1988-01-74	REVISE TYPICAL UNIT	10/15/88	CD	<i>10/15</i>	FILE

NOT VALID UNLESS
 AN EMBOSSED SURVEYOR'S SEAL

DK#6204760112

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM
 PHASE 1
TYPICAL UNIT



BK# 6204PG0113

SCALE: 1"=10'

NOTES:

DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY TUTTILL AND VICK, FORT LAUDERDALE, FLA.

ALL INTERIOR DIMENSIONS ARE APPROXIMATE.

ELEVATIONS SHOWN HEREON ARE BASED ON THE N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM OF 1929).

SHEET 6 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
 FOR
 JOHN ROLLAND

DREYER & THIELE
 CONSULTING ENGINEERS, INC.
 9720 N.W. 11th Street
 Coral Springs, FL 33065
 (305) 553-5570

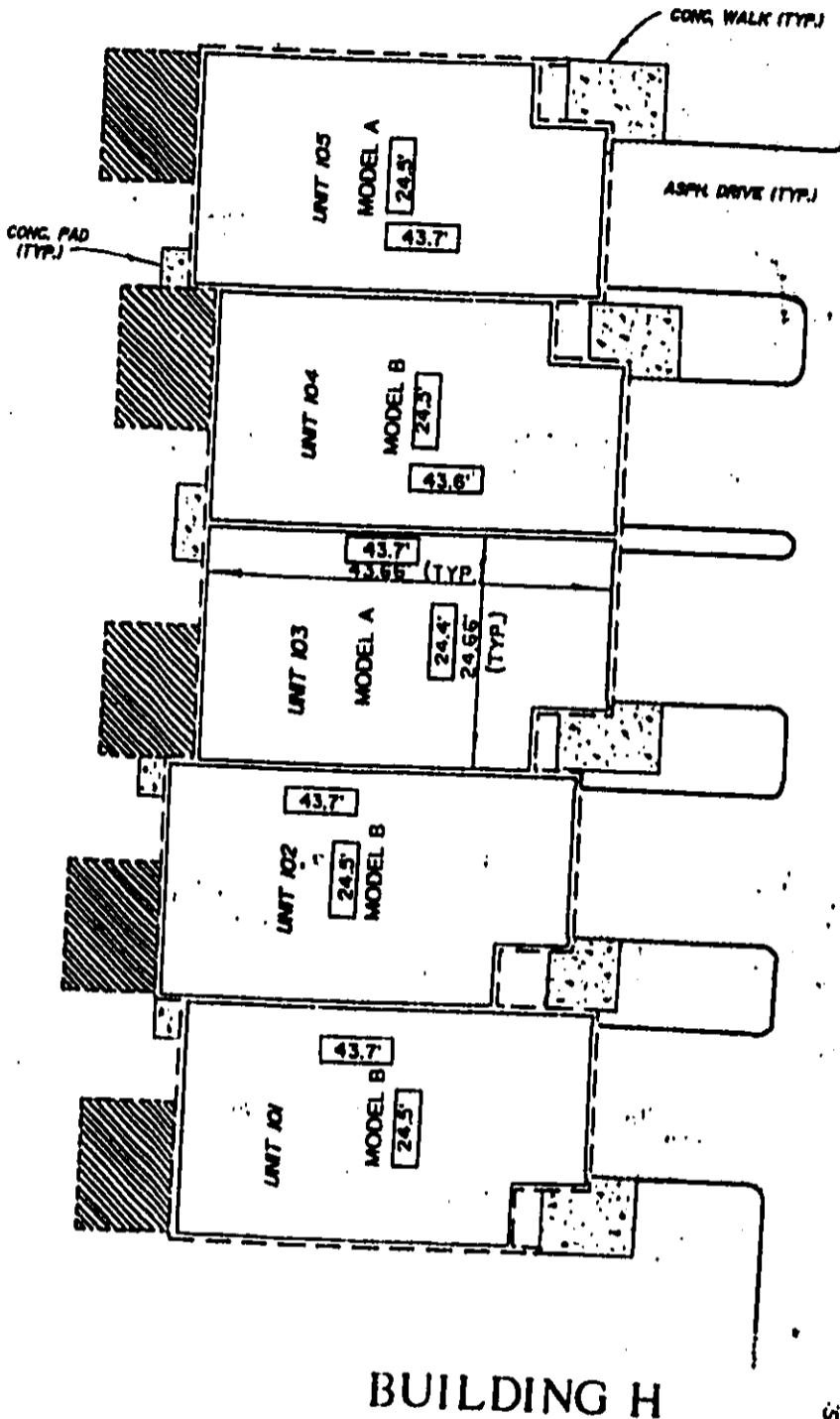
SCALE: 1"=10'	REVISIONS	DATE	BY	CK'D.	F.S./PG.
FILE					
DRAWN BY G.D.					
CK'D BY <i>R/AB</i>					
JOHN 110 88-01-74	REVISE TYPICAL UNIT	10/5/88	G.D.	<i>MAE</i>	FILE

NOT VALID UNLESS SIGNED AND SEALED BY THE SURVEYOR'S SEAL

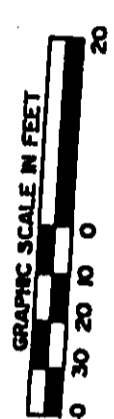
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

CORAL SUN TOWNHOMES

A CONDOMINIUM
PHASE 1



TYPICAL FIVE-UNIT BUILDING



1st FLOOR	UPPER LIMITS OF APT. 22.32	22.33
	LOWER LIMITS OF APT. 14.5	14.5
2nd FLOOR	UPPER LIMITS OF APT. 34.24	34.25
	LOWER LIMITS OF APT. 23.63	23.78

NOTES:

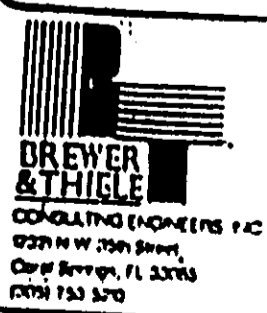
- COMMON ELEMENTS MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.
- LIMITED COMMON ELEMENTS MEANS THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.
- COMMON ELEMENTS EXCLUDES THOSE PORTIONS OF THE CONDOMINIUM WHICH ARE RESERVED FOR THE USE OF THE CONDOMINIUM AS A WHOLE AND WHICH ARE NOT LOCATED ON OR UNDER THE SURVEY. ALL INTERIOR PARTITION WALLS, CEILING, FLOORING, AND OTHER UTILITIES CONSTITUTE AN ELEMENT WHERE CONSTRUCTED.
- EACH CONDOMINIUM IS IDENTIFIED BY A NUMBER AS SHOWN.
- ELEVATIONS, SHOWN IN FEET ARE BASED UPON M.S.V.D. DATUM OF AREA.
- INDICATES LIMITED COMMON ELEMENT PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.
- INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT.

BK # 6204-Pe-0114

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND

SHEET 7 OF 7 SHEETS



SCALE:	1"=20'	REVISIONS	DATE	BY	CHK'D	F.B./PG.
F.O./PG:	FILE					
DRAWN BY:	G.D.	NOT VALID				
CHK'D BY:	<i>[Signature]</i>	AN EMB				
JOB NO.	BB-01-74	FINAL BLDG. # H	2/8/89	G.D.	<i>[Signature]</i>	FILE
		ADD MODEL DESIGNATION	10/6/88	G.D.	<i>[Signature]</i>	FILE

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

CORAL SUN TOWNHOMES

A CONDOMINIUM

PHASE 2

DESCRIPTION:

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

CERTIFICATION: PHASE 2

THIS CERTIFICATION, MADE THIS 9th DAY OF FEBRUARY, 1989, BY THE UNDERSIGNED SURVEYING FIRM, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (e) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE ATTACHED EXHIBIT "A", SHEETS 1 THROUGH 6 IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS AS AS-BUILT ARE SO THAT SUCH MATERIALS, TOGETHER WITH THE WORDING IN THE DECLARATION OF CONDOMINIUM OF CORAL SUN TOWNHOUSES, A CONDOMINIUM, RELATING TO MATTERS OF SURVEYING IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND THAT SAID IDENTIFICATION, LOCATION AND DIMENSIONS OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND EACH APARTMENT CAN BE DETERMINED FROM THESE MATERIALS.



PAUL BREWER
REGISTERED LAND SURVEYOR
NO. 3240
STATE OF FLORIDA

SK 6204 PGN 115

SHEET 1 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM

FOR

JOHN ROLLAND

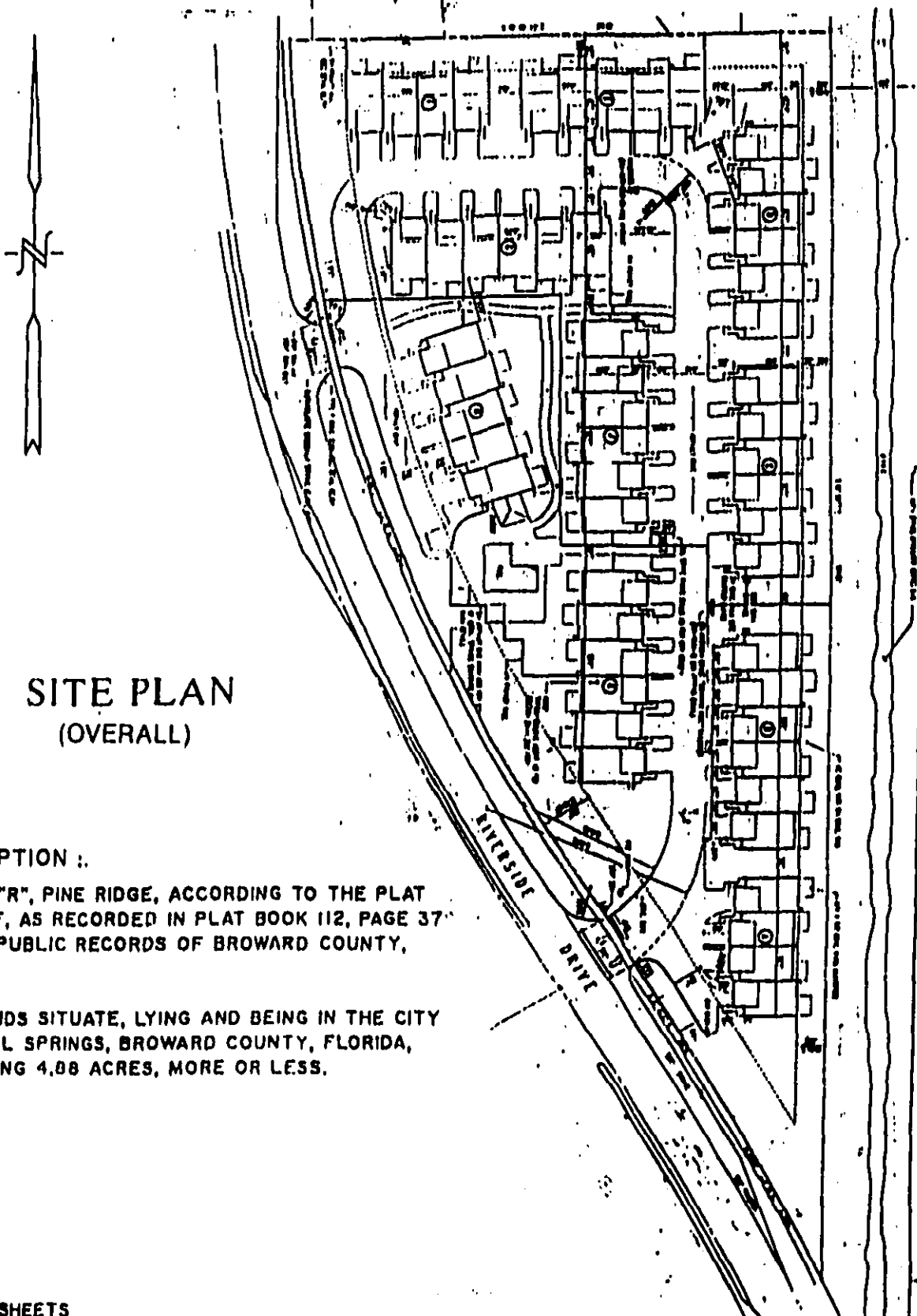


BREWER & THIELE, INC.
CONCRETE ENGINEERS P.C.
6320 NW 27th Street
Coral Springs, FL 33066
(904) 351-5270

SCALE	REVISIONS	DATE	BY	CHKD	F.B. (P.O.)
1" = 10' FILE					
DRAWN BY G.D.					
CHK'D BY <i>[Signature]</i>					
JOB NO 88-01-74	REVISE CERTIFICATION	2/15/89	G.D.	<i>[Signature]</i>	FILE
	REMOVE UNNECESSARY	2/1/88	G.D.	<i>[Signature]</i>	N/A

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM



SITE PLAN
 (OVERALL)

DESCRIPTION :

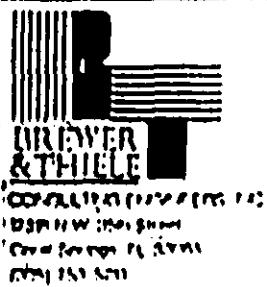
PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

BR# 6204PG0116

SHEET 2 OF 7 SHEETS

CORAL SUN TOWNHOMES
 A CONDOMINIUM
 FOR
 JOHN ROLLAND

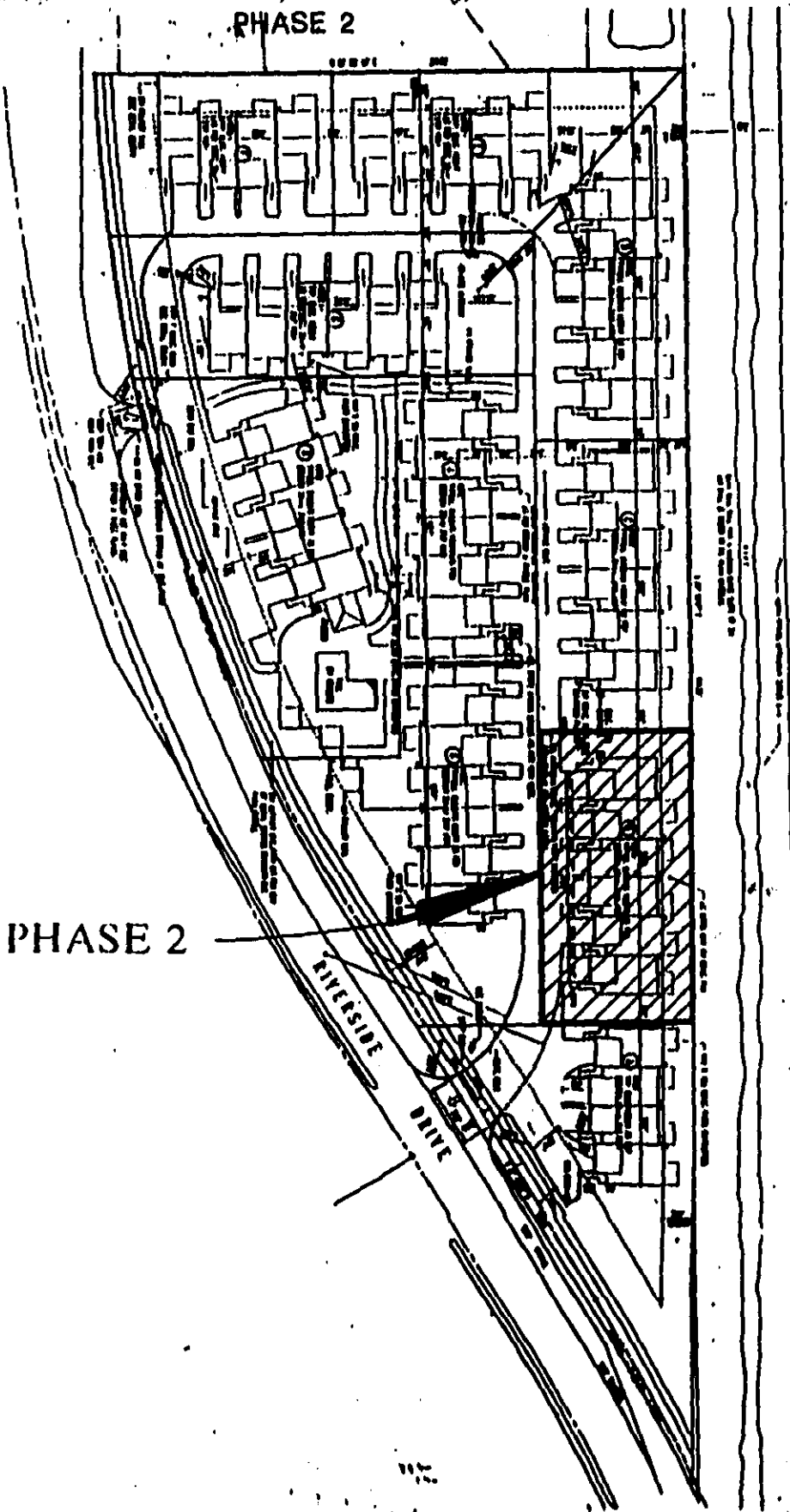


SCALE	N.T.S.	REVISIONS	DATE	BY	CHK'D.	F.B./PG.
FILE						
DRAWN BY	G.D.	NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL				
CHK'D BY	<i>JB</i>					
	JUN 10 88-01-74					

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

A CONDOMINIUM
 PHASE 2

KEY MAP



BK# 6204PG0117

SHEET 3 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
 FOR
 JOHN ROLLAND



BREWER & THIELE
 CONSULTING ENGINEERS, P.C.
 8321 NW 15th Street
 Coral Springs, FL 33063
 (954) 753-5270

SCALE: N.T.S.

T.D./P.O.: FLE

DRAWN BY: G.D.

CHK'D BY: *[Signature]*

JOB NO.: 88-01-74

REVISIONS

DATE

BY

CK'D

F.B./P.O.

NOT VALID UNLESS SEALED WITH
 AN EMBOSSED SURVEYOR'S SEAL

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

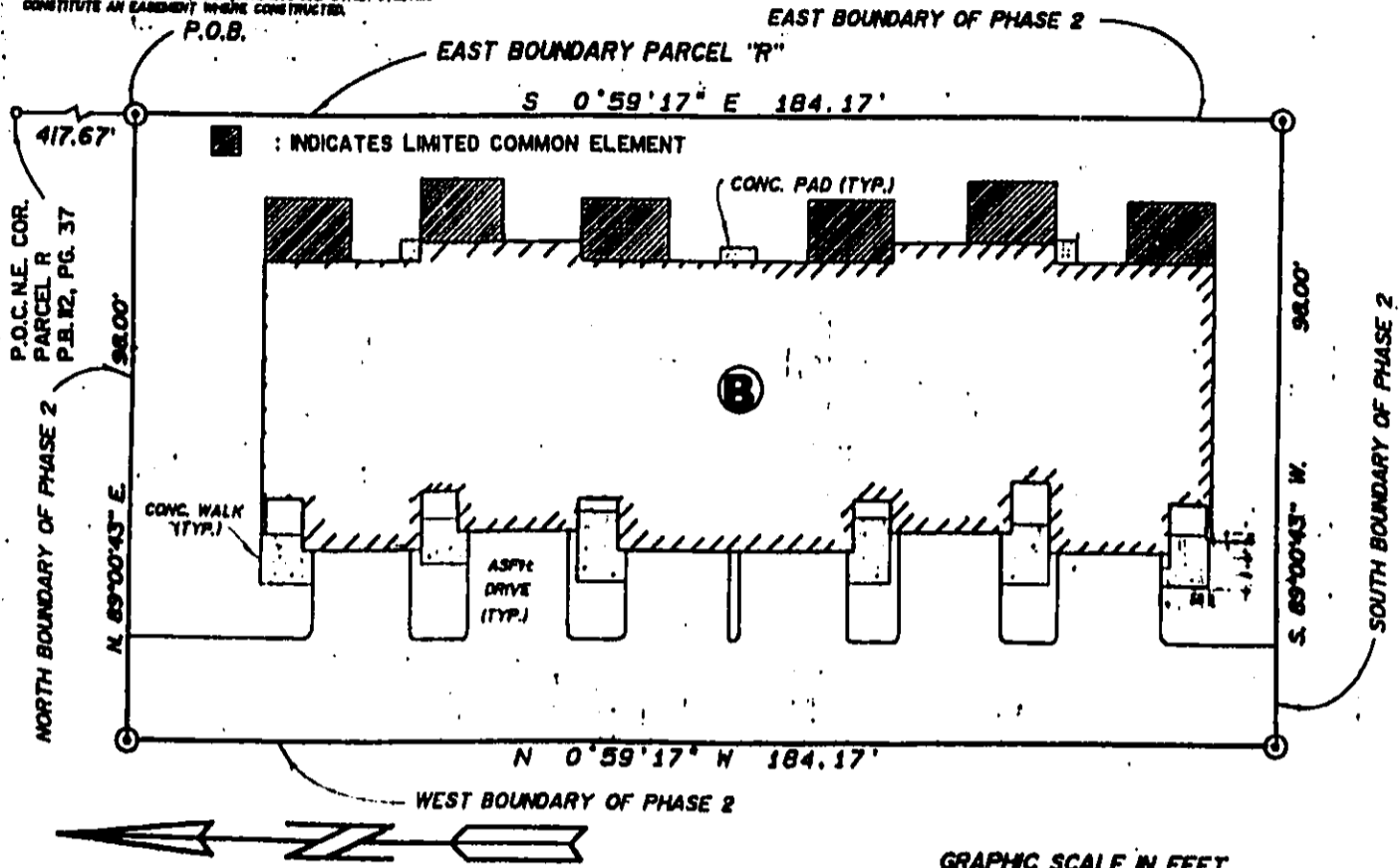
CORAL SUN TOWNHOMES

A CONDOMINIUM

NORTH PHASE 2
SPRINGS IMPROVEMENT DISTRICT C-11

NOTES:

1. COMMON ELEMENTS MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.
2. LIMITED COMMON ELEMENTS MEANS THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.
3. COMMON ELEMENTS EASEMENTS THRU A CONDOMINIUM UNIT FOR PIPES, DUCTS, WIRES, CONDUITS AND OTHER UTILITIES PROVIDING UTILITY SERVICES TO OTHER UNITS AND/OR COMMON ELEMENTS AND EASEMENTS OF SUPPORT ARE NOT LOCATED OR DELINEATED ON THIS SURVEY. ALL INTERIOR PARTITION WALLS CONTAINING SAID PIPES, DUCTS, WIRES, CONDUITS AND OTHER UTILITIES CONSTITUTE AN EASEMENT WHEN CONSTRUCTED.



DESCRIPTION: PHASE 2, CORAL SUN TOWNHOUSES

A PORTION OF PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "R"; THENCE S.00°59'17"E., ALONG THE EAST BOUNDARY OF SAID PARCEL "R" AND THE WEST RIGHT-OF-WAY OF NORTH SPRINGS IMPROVEMENT DISTRICT C-11, A DISTANCE OF 417.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°59'17"E., ALONG SAID EAST BOUNDARY, A DISTANCE OF 184.17 FEET; THENCE S.89°00'43"W., A DISTANCE OF 98.00 FEET; THENCE N.00°59'17"W., A DISTANCE OF 184.17 FEET; THENCE N.89°00'43"E., A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,049 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.

SHEET 4 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM

FOR

JOHN ROLLAND



CONSULTING ENGINEERS, P.C.
1927 N.W. 17th Street
Coral Springs, FL 33075
(954) 371-3270

SCALE: 1"=30'

F.D./P.O.: FILE

DRAWN BY: G.D.

CHK'D BY: *[Signature]*

88-01-74

JULIEN NO.

REVISIONS	DATE	BY	CHK'D	F.B./P.O.
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL				
FINAL BLDG. B	2/8/89	G.D.	<i>[Signature]</i>	FILE

BK 6204 PG 118

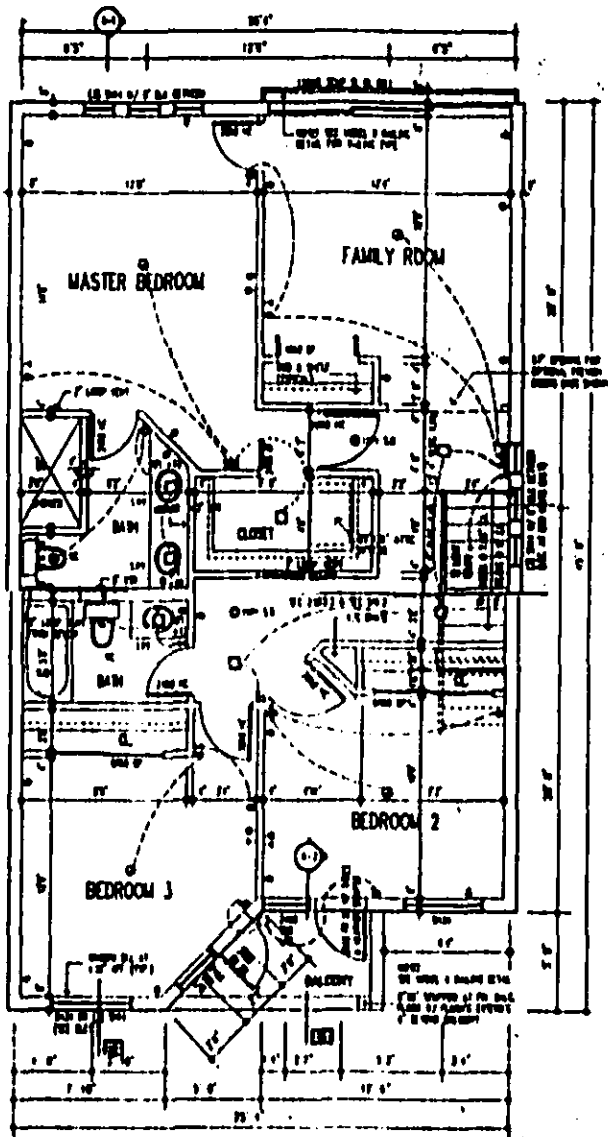
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

CORAL SUN TOWNHOMES

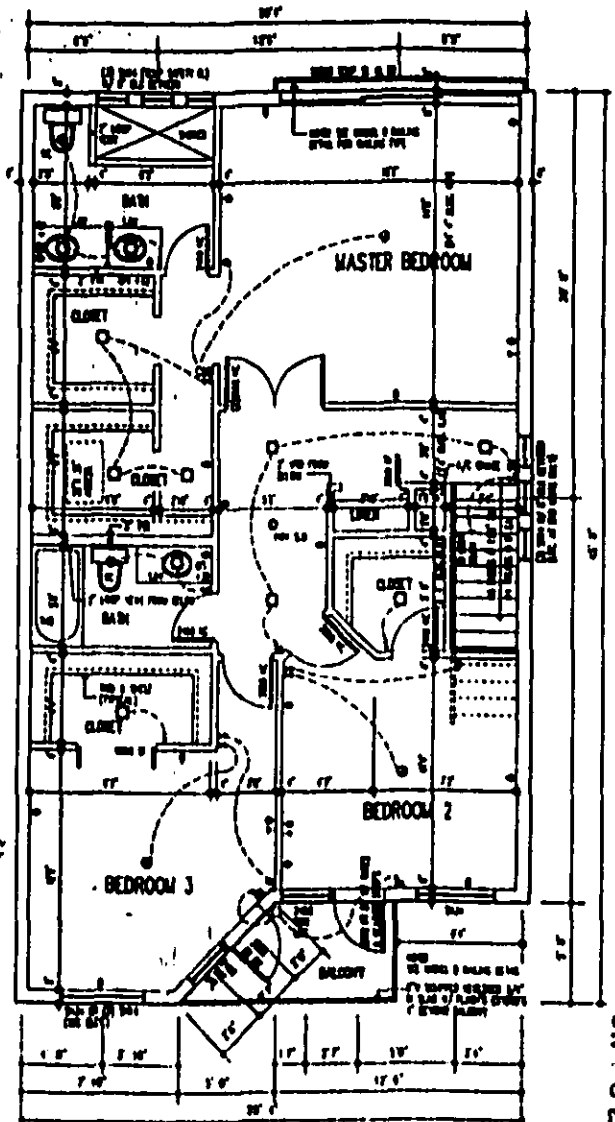
A CONDOMINIUM

PHASE 2

TYPICAL UNIT



SECOND FLOOR PLAN - MODEL A



SECOND FLOOR PLAN - MODEL B

NOTES :

DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY TUTTILL AND VICK, FORT LAUDERDALE, FLA.

ALL INTERIOR DIMENSIONS ARE APPROXIMATE.

ELEVATIONS SHOWN HEREON ARE BASED ON THE N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM OF 1929).

SCALE : 1"=10'

BK F 6204 PG 0119

SHEET 5 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM

FOR

JOHN ROLLAND



CONVICTING ENGINEERS, P.C.
1077 NW 13th Street
Fort Lauderdale, FL 33304
(305) 751-5271

SCALE: 1"=10'

TITLE: FILE

DRAWN BY: G.D.

CK'D BY: *R. J. B.*

JUL 11 1988

REVISIONS

DATE

BY

CK'D

F.S./PG.

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

PHASE TYPICAL UNIT

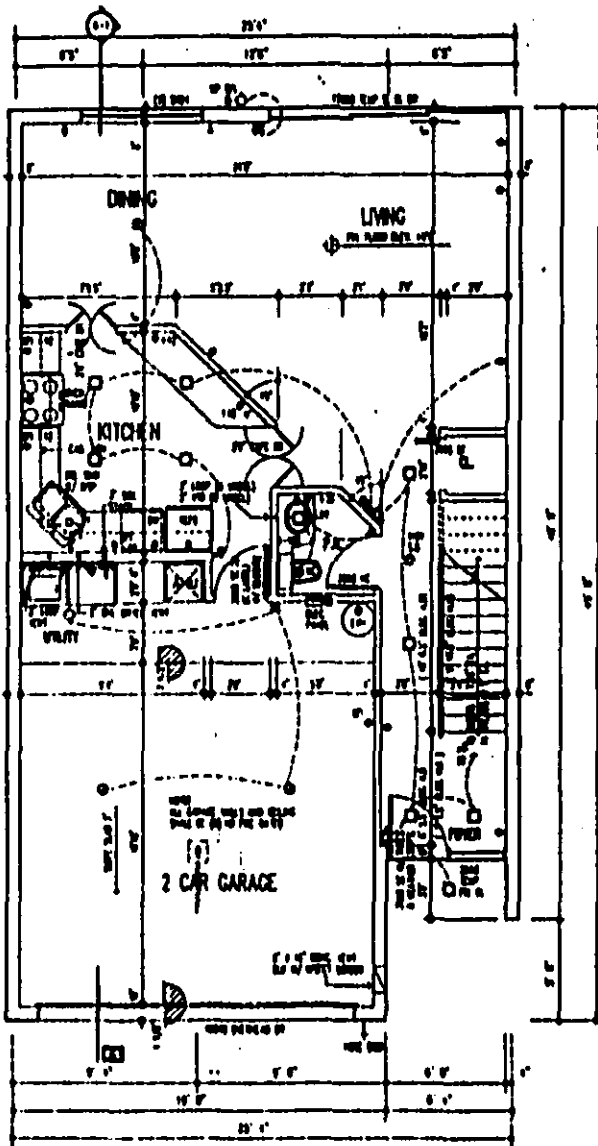
7/11/88

G.D.

RJB

11/8

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM
 PHASE 2
TYPICAL UNIT



TYPICAL FIRST FLOOR PLAN MODEL A & B

SCALE: 1"=10'

NOTES:

DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY TUTTILL AND VICK, FORT LAUDERDALE, FLA.

ALL INTERIOR DIMENSIONS ARE APPROXIMATE.

ELEVATIONS SHOWN HEREON ARE BASED ON THE N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM OF 1929).

SHEET 6 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM

FOR

JOHN ROLLAND



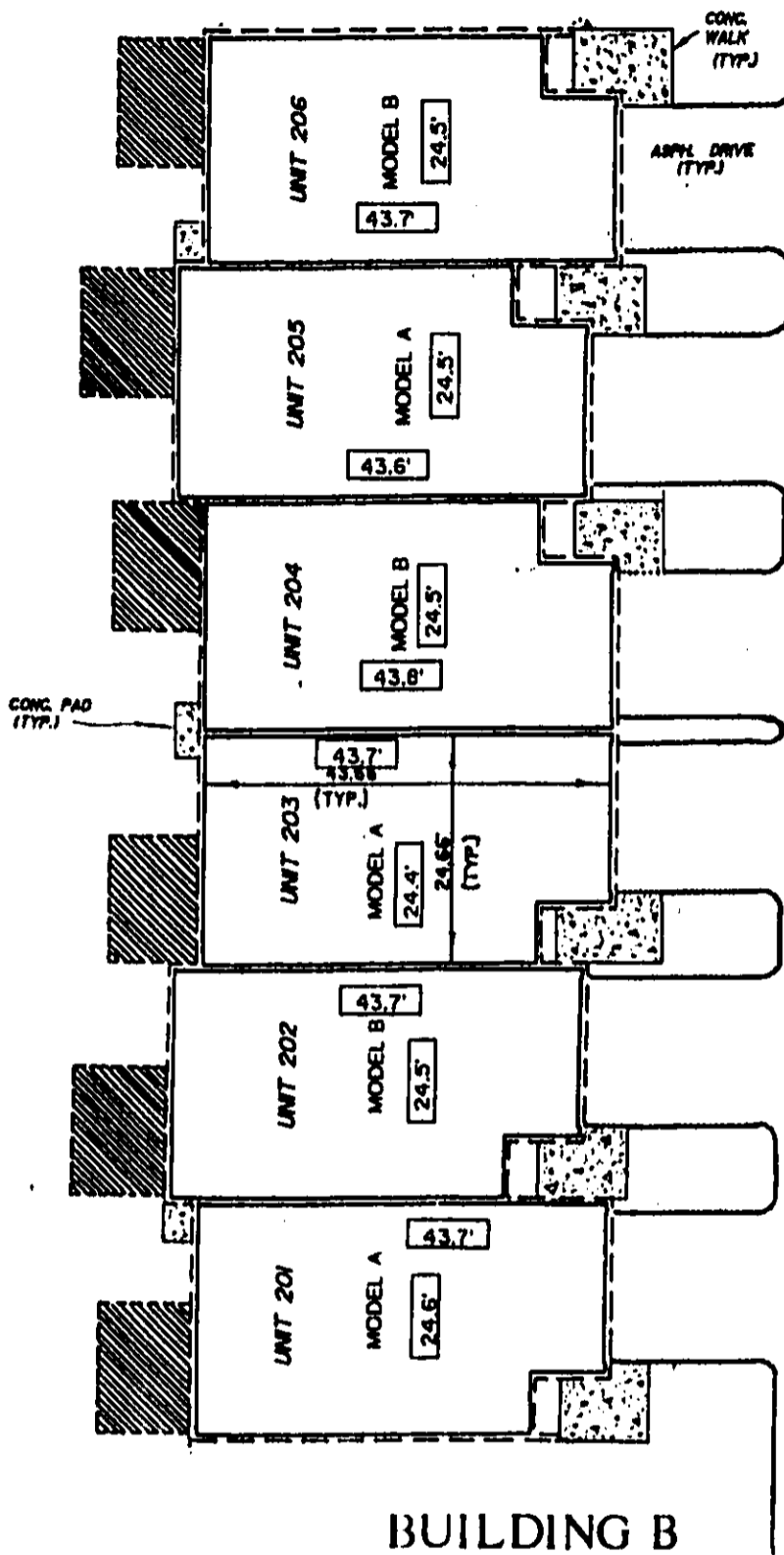
CONQUANTING ENGINEERS P.C.
 8327 N.W. 11th Street
 Coral Springs, FL 33065
 (954) 351-5271

SCALE: 1"=10'	REVISIONS	DATE	BY	CK'D.	F.B./PG.
T.B./PG. FILE	NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL				
DRAWN BY G.D.					
CK'D BY <i>W.A.B.</i>					
REVISION 88-01-74	REVISE TYPICAL UNIT	10/6/88	G.D.	<i>W.A.B.</i>	FILE

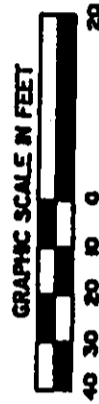
BKF 6204PG0120

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

A CONDOMINIUM
PHASE 2



TYPICAL SIX-UNIT BUILDING



1st FLOOR

UPPER LIMITS OF APT. 22.37
LOWER LIMITS OF APT. 14.20

2nd FLOOR

UPPER LIMITS OF APT. 34.32
LOWER LIMITS OF APT. 24.70

BK # 6204PG0121

- 1. CONSTITUTE AN EASEMENT WHERE CONSTRUCTED.
- 2. COMMON ELEMENTS MEANS THOSE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.
- 3. LIMITED COMMON ELEMENTS MEANS THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.
- 4. COMMON ELEMENT EASEMENTS THRU A CONDOMINIUM UNIT FOR PRODUCTS, WELLCOURTS AND OTHER UTILITIES PROVIDING UTILITY SERVICES TO OTHER UNITS AND/OR COMMON ELEMENTS AND EASEMENTS OF SUPPORT ARE NOT LOCATED OR DELINEATED ON THIS SURVEY. ALL WITHIN PARTITION WALLS, COMMON AND WELLCOURTS, WELLCOURTS AND OTHER UTILITIES CONSTITUTE AN EASEMENT WHERE CONSTRUCTED.
- 5. EACH CONDOMINIUM IS IDENTIFIED BY A NUMBER AS SHOWN.
- 6. ELEVATIONS, SHOWN IN FEET, ARE BASED UPON N.E.V.D. DATUM OF 1985.
- 7. [Symbol] : INDICATES LIMITED COMMON ELEMENT PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT
- 8. [Symbol] : INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT

SHEET 7 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND



DREWER & THIELE
CONSULTING ENGINEERS, P.C.
17271 N.W. 10th Street
Coral Springs, FL 33065
(954) 753-5770

SCALE: 1"=20'	REVISIONS	DATE	BY	CHK'D.	F.B./PG.
F.B./PG: FILE	NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL				
DRAWN BY: G.D.					
CHK'D. BY: [Signature]					
JKD NO: 88-01-74	FINAL BLDG. B	2/8/89	G.D.	[Signature]	FILE
	ADD MODEL DESIGNATION	10/6/88	G.D.	[Signature]	FILE

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

CORAL SUN TOWNHOMES

A CONDOMINIUM
PHASE 3

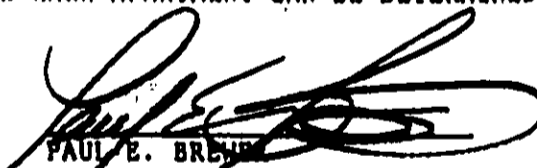
DESCRIPTION:

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

CERTIFICATION: PHASE 3

THIS CERTIFICATION, MADE THIS 9th DAY OF FEBRUARY, 1989 BY THE UNDERSIGNED SURVEYING FIRM, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (e) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE ATTACHED EXHIBIT "A", SHEETS 1 THROUGH 6 IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS AS AS-BUILT ARE SO THAT SUCH MATERIALS, TOGETHER WITH THE WORDING IN THE DECLARATION OF CONDOMINIUM OF CORAL SUN TOWNHOUSES, A CONDOMINIUM, RELATING TO MATTERS OF SURVEYING IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND THAT SAID IDENTIFICATION, LOCATION AND DIMENSIONS OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND EACH APARTMENT CAN BE DETERMINED FROM THESE MATERIALS.


PAUL E. BREWER
REGISTERED LAND SURVEYOR
NO. 3240
STATE OF FLORIDA




SHEET 1 OF 7 SHEETS

BK P 6204 PGN 122

CORAL SUN TOWNHOMES

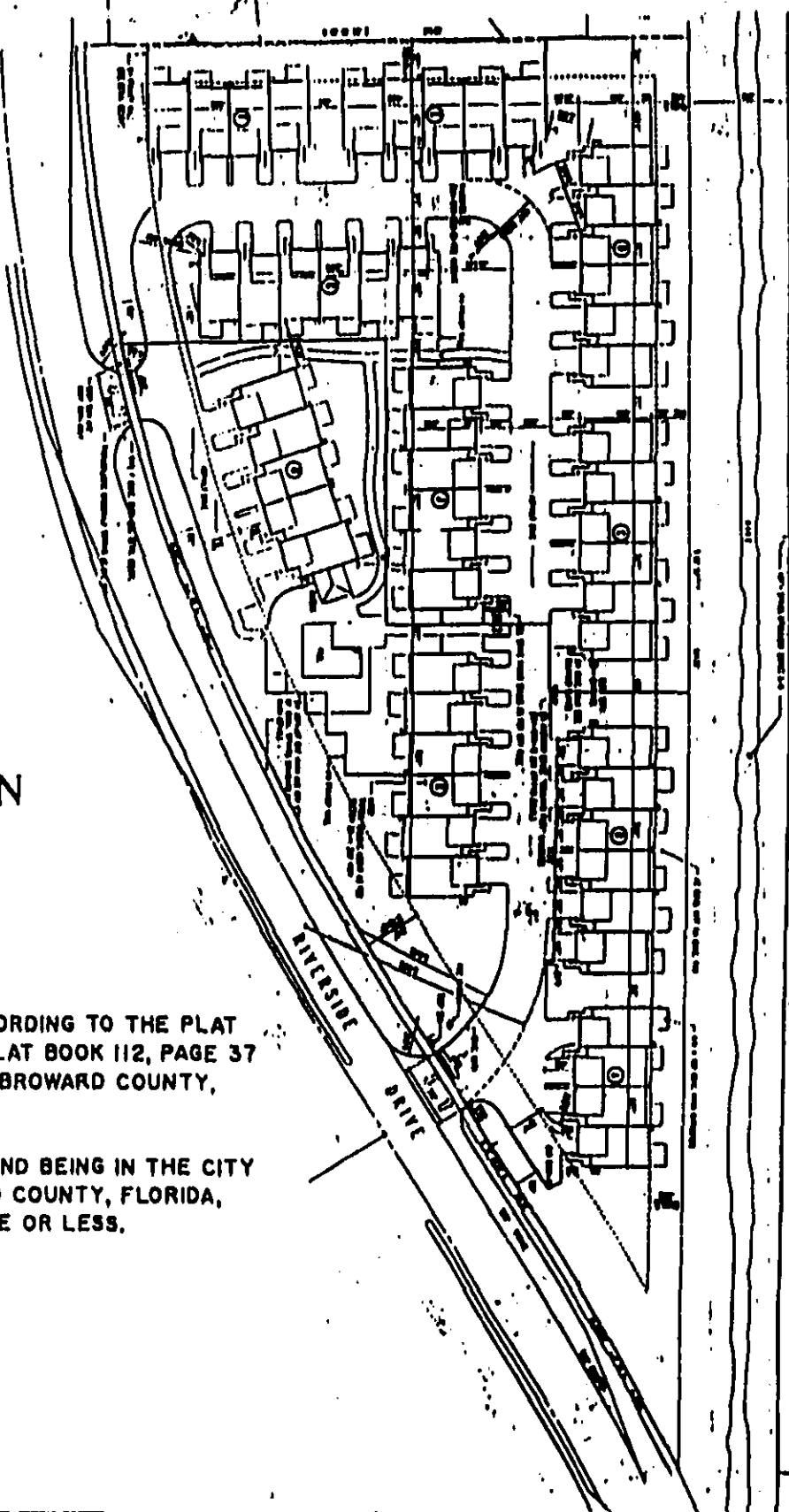
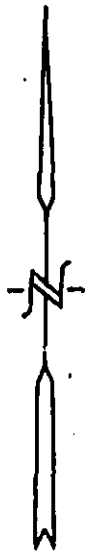
A CONDOMINIUM
FOR
JOHN ROLLAND



SCALE	REVISIONS	DATE	BY	CHK'D	F.B./PG.
1" = 10' FILE					
DRAWN BY G.D.					
CHK'D BY 					
JOHN ROLLAND 88-01-74	REVISE CERT.	2/9/89	G.D.		FILE
	REVISED SHEETS 4 OF 7	4/14/88	G.D.		FILE

NOT VALID UNLESS
AN EMBOSSED SEAL

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM



SITE PLAN
 (OVERALL)

DESCRIPTION :

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

BK # 6204 PG 0123

SHEET 2 OF 7 SHEETS

CORAL SUN TOWNHOMES
 A CONDOMINIUM
 FOR
 JOHN ROLLAND



SCALE: N.T.S.
 C.D. / P.O. FILE
 DRAWN BY: G.D.
 CK'D BY: *[Signature]*
 JUNE 1974 88-01-74

REVISIONS	DATE	BY	CK'D.	F.B./PG.
NOT VALID		ALEX WILSON		
APPROVED SURVEYOR'S SEAL				

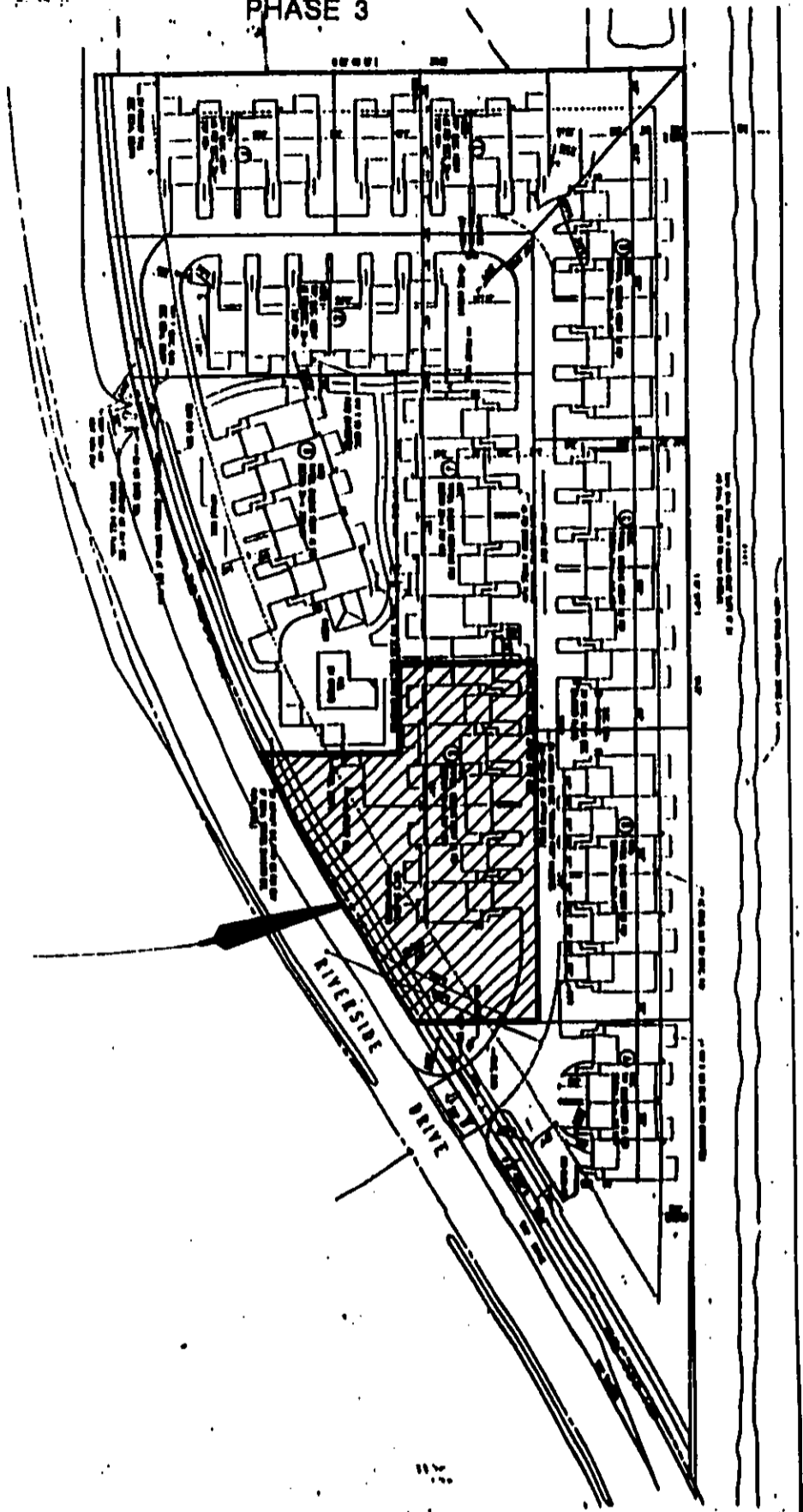
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

A CONDOMINIUM
 PHASE 3



KEY MAP

PHASE 3



BK 6204 PG 12L

SHEET 3 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
 FOR
 JOHN ROLLAND



BREWER & THIELE
 CONSULTING ENGINEERS, P.C.
 6721 N.W. 25th Street
 Coral Springs, FL 33065
 (305) 753-5700

SCALE: N.T.S.

C.D./P.O.: FILE

DRAWN BY: G.D.

CK'D BY: *[Signature]*

JOB NO: 88-01-74

REVISIONS

DATE

BY

CK'D

F.B./P.O.

REVISIONS	DATE	BY	CK'D	F.B./P.O.
NOT A REVISION				SEALED WITH
AN ENCLAVE				VIEWING ROOM

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

MOST SOUTHERLY
COR. PARCEL R
P.B. 112, PG. 37

A CONDOMINIUM
PHASE 3

NORTH SPRINGS
IMPROVEMENT DISTRICT C-11

NOTES:

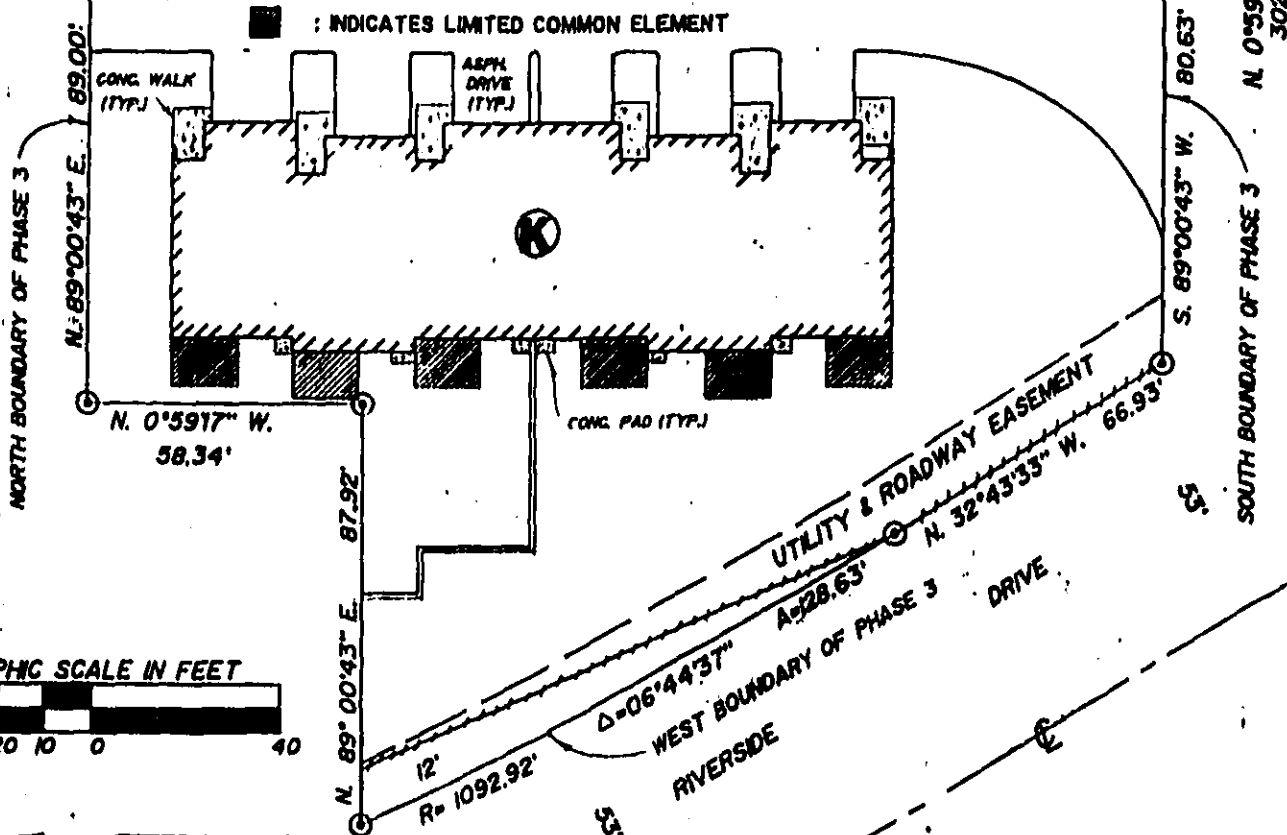
1. COMMON ELEMENTS MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.
2. LIMITED COMMON ELEMENTS MEANS THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.
3. COMMON ELEMENT EASEMENTS THRU A CONDOMINIUM UNIT FOR PIPES, DUCTS, WIRES, CONDUITS AND OTHER UTILITIES PROVIDING UTILITY SERVICES TO OTHER UNITS AND/OR COMMON ELEMENTS AND EASEMENTS OF SUPPORT ARE NOT LOCATED OR DELINEATED ON THIS SURVEY; ALL INTERIOR PARTITION WALLS CONTAINING SAID PIPES, DUCTS, WIRES, CONDUITS AND OTHER UTILITIES CONSTITUTE AN EASEMENT WHEN CONSTRUCTED.

EAST BOUNDARY
PARCEL "R"

EAST BOUNDARY OF PHASE 3
S 0°59'17" E 228.39'

P.O.B.

98.00'
80.63'
N 0°59'17" W
302.92'



DESCRIPTION: PHASE 3, CORAL SUN TOWNHOUSES

INDICATES NON-VEHICULAR ACCESS

A PORTION OF PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "R"; THENCE N.00°59'17"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "R" AND THE WEST RIGHT-OF-WAY OF NORTH SPRINGS IMPROVEMENT DISTRICT C-11, A DISTANCE OF 302.92 FEET; THENCE S.89°00'43"W., A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°00'43"W., A DISTANCE OF 80.63 FEET; THENCE N.32°43'33"W., A DISTANCE OF 66.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1092.92 FEET, A CENTRAL ANGLE OF 06°44'37" AND AN ARC LENGTH OF 128.63 FEET. THE LAST TWO DESCRIBED COURSES BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID PARCEL "R" AND THE EASTERLY RIGHT-OF-WAY OF RIVERSIDE DRIVE; THENCE N.89°00'43"E., A DISTANCE OF 87.92 FEET; THENCE N.00°59'17"W., A DISTANCE OF 58.34 FEET; THENCE N.89°00'43"E., A DISTANCE OF 89.00 FEET; THENCE S.00°59'17"E., A DISTANCE OF 228.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,505 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.

SHEET 4 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND



CONSUULTING ENGINEERS, P.C.
1020 N.W. 17th Street
Coral Springs, FL 33065
(754) 751-5770

SCALE: 1"=40'
P.L. NO: FILE
DRAWN BY: G.D.
CHK'D BY: *JB*
88-01-74
JUN 11 1989

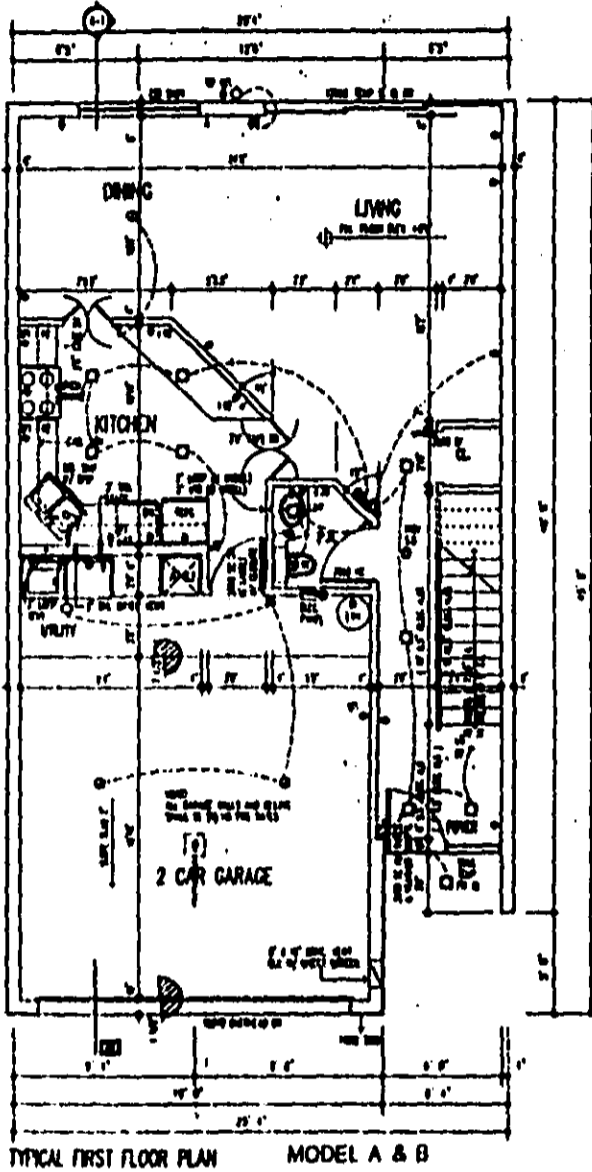
REVISIONS	DATE	BY	CHK'D	F.B./P.O.
NO. 1	2/8/89	G.D.	<i>JB</i>	FILE
NO. 2				
NO. 3				
NO. 4				
NO. 5				
NO. 6				
NO. 7				
NO. 8				
NO. 9				
NO. 10				

BKT 6204 PG 0125

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

A CONDOMINIUM
PHASE '3

TYPICAL UNIT



TYPICAL FIRST FLOOR PLAN MODEL A & B

BK# 6204 PC0127

SCALE : 1"=10'

NOTES :

DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS
PREPARED BY TUTTILL AND VICK, FORT LAUDERDALE, FLA.

ALL INTERIOR DIMENSIONS ARE APPROXIMATE.

ELEVATIONS SHOWN HEREON ARE BASED ON THE
N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM OF
1929.

SHEET 6 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND



**DREWER
& THIELE**

CONSULTING ENGINEERS P.C.
6321 NW 14th Street
Coral Springs, FL 33065
(904) 353-5270

SCALE: 1"=10'

FILE

ISSUED BY: G.D.

CHK'D BY: *[Signature]*

JUL 11 1988 88-01-74

REVISIONS

DATE

BY

CHK'D

F.B./PG.

NOT VALID UNLESS SEALED WITH
AN EMBOSSED SURVEYOR'S SEAL

REVISE TYPICAL UNIT

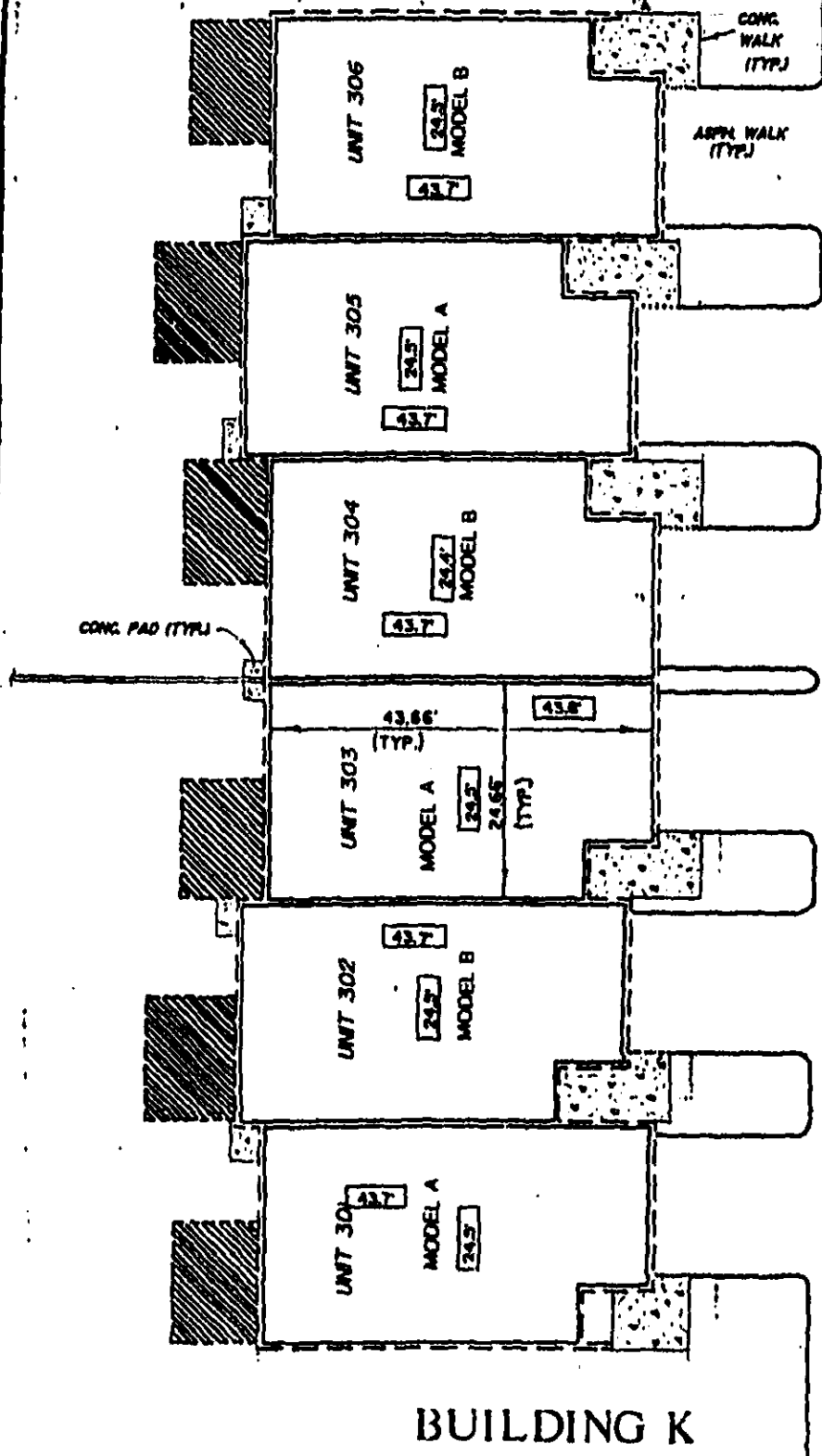
10/15/88

G.D.

FILE

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

A CONDOMINIUM
PHASE 3



TYPICAL SIX-UNIT BUILDING

NOTES:

- COMMON ELEMENTS MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.
- LIMITED COMMON ELEMENTS MEANS THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.
- COMMON ELEMENTS EXCEPT THRU A CONDOMINIUM UNIT FOR PRODUCTS, SERVICES AND OTHER UTILITIES PROVIDING UTILITY SERVICES TO OTHER UNITS AND/OR COMMON ELEMENTS AND ELEMENTS OF SUPPORT ARE NOT LOCATED OR DELINEATED ON THIS MAP; ALL AIRBORNE PARTITION WALLS CONSTITUTE AN EASEMENT WHERE CONSTRUCTED.
- EACH CONDOMINIUM IS IDENTIFIED BY A NUMBER AS SHOWN.
- ELEVATIONS SHOWN IN FEET ARE BASED UPON N.E.V.D. DATUM OF 1989.
- INDICATES LIMITED COMMON ELEMENT PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT
- INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT

1st FLOOR	UPPER LIMITS OF APT. 22.62'	22.54'
	LOWER LIMITS OF APT. 18.45'	18.40'
2nd FLOOR	UPPER LIMITS OF APT. 34.57'	34.52'
	LOWER LIMITS OF APT. 23.55'	23.04'

RK 6206.P01.128

SHEET 7 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND

SCALE: 1"=20'
F.B./PG: FILE
DRAWN BY: GD
CK D. BY: [Signature]
JOB NO. 88-01-74

REVISIONS	DATE	BY	CK'D	F.B./PG.
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL				
FINAL BLDG. K	2/8/89	G.D.	[Signature]	FILE
ADD MODEL DESIGNATION	10/6/88	G.D.	[Signature]	FILE

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

A CONDOMINIUM
 PHASE 4

DESCRIPTION:

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

CERTIFICATION:

PHASE 4

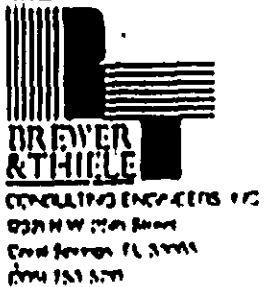
THIS CERTIFICATION, MADE THIS 9TH DAY OF FEBRUARY, 1988 BY THE UNDERSIGNED SURVEYING FIRM, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (e) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE ATTACHED EXHIBIT "A", SHEETS 1 THROUGH 6 IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED THEREON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS AS AS-BUILT ARE SO THAT SUCH MATERIALS, TOGETHER WITH THE WORDING IN THE DECLARATION OF CONDOMINIUM OF CORAL SUN TOWNHOUSES, A CONDOMINIUM, RELATING TO MATTERS OF SURVEYING IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND THAT SAID IDENTIFICATION, LOCATION AND DIMENSIONS OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND EACH APARTMENT CAN BE DETERMINED FROM THESE MATERIALS.

BK 6204 PG 129

Paul E. Brewer
 PAUL E. BREWER
 REGISTERED LAND SURVEYOR
 NO. 3240
 STATE OF FLORIDA

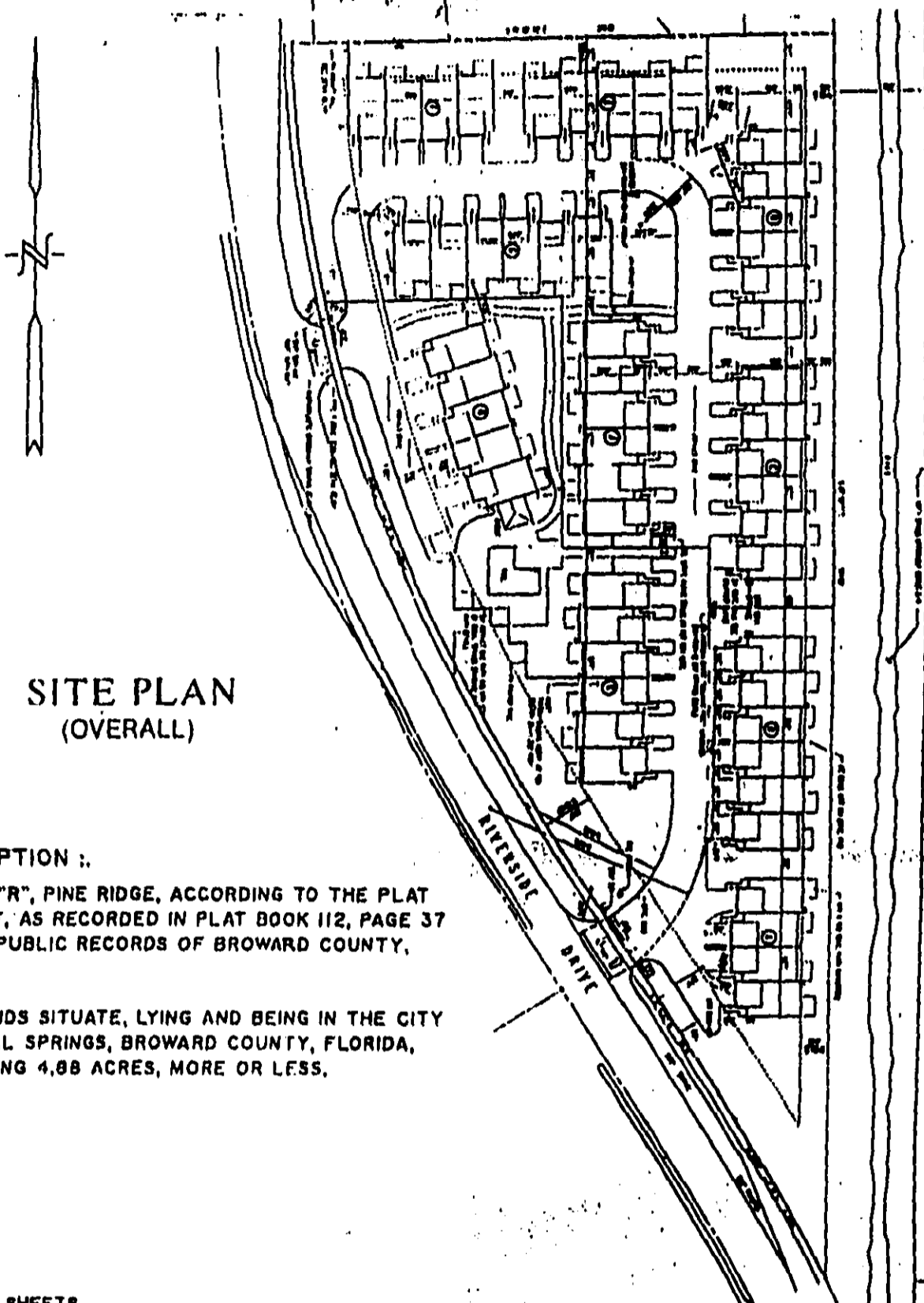
SHEET 1 OF 7 SHEETS

CORAL SUN TOWNHOMES
 A CONDOMINIUM
 FOR
 JOHN ROLLAND



SCALE	REVISIONS	DATE	BY	CHK'D.	F.B./P.O.
1" = 10' FILE	NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL				
DRAWN BY: G.D.					
CHK'D BY: <i>[Signature]</i>					
DATE: 88-01-74	REVISE CERTIFICATION	2/15/89	GR	<i>[Signature]</i>	FILE
	REVISE SHEETS 4 & 5 AND REVISED EXHIBIT ONE TO EXHIBIT ONE	2/18	GR	<i>[Signature]</i>	N/A

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM



SITE PLAN
 (OVERALL)

DESCRIPTION :

PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 4.88 ACRES, MORE OR LESS.

BK# 6204 PG 130

SHEET 2 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM

FOR

JOHN ROLLAND



CORAL SPRINGS, FLORIDA
 33150 W. 15th Street
 Coral Springs, FL 33065
 (305) 415-5200

SCALE	N.T.S.	REVISIONS	DATE	BY	CHK'D.	F.B./P.O.
1" = 10'	FILE					
DRAWN BY	G.D.					
CHK'D BY	<i>D.B.</i>					
JUL 11 1988	08-01-74					

UNLESS OTHERWISE SPECIFIED, THIS PLAN IS TO BE CONSIDERED AS A PRELIMINARY SURVEYOR'S PLAN.

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

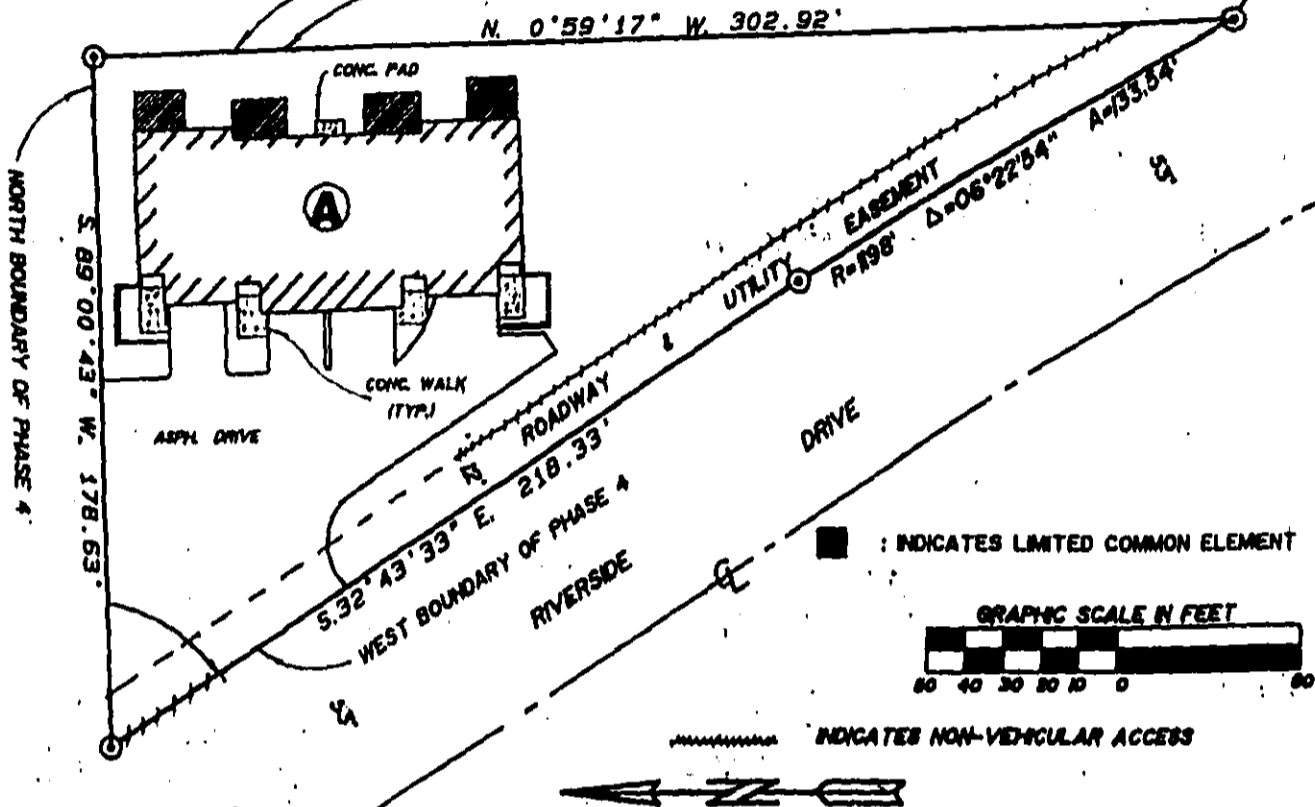
A CONDOMINIUM
PHASE 4

P.O.B.
MOST SOUTHERLY
CORNER, P.B. 112,
PG. 37

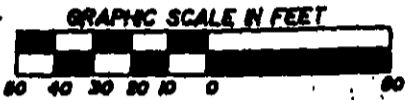
NOTES:

1. COMMON ELEMENTS MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.
2. LIMITED COMMON ELEMENTS MEANS THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.
3. COMMON ELEMENT EASEMENTS THRU A CONDOMINIUM UNIT FOR PIPELINES, WIRES, CONDUITS AND OTHER UTILITIES PROVIDING UTILITY SERVICES TO OTHER UNITS AND/OR COMMON ELEMENTS AND EASEMENTS OF SUPPORT ARE NOT LOCATED OR DELINEATED ON THIS SURVEY. ALL INTERIOR PARTITION WALLS CONTAINING SAID PIPELINES, WIRES, CONDUITS AND OTHER UTILITIES CONSTITUTE AN EASEMENT WHERE CONSTRUCTED.

NORTH SPRINGS IMPROVEMENT DISTRICT C-11
EAST BOUNDARY OF PHASE 4
EAST BOUNDARY, PARCEL "R"



■ : INDICATES LIMITED COMMON ELEMENT



INDICATES NON-VEHICULAR ACCESS

DESCRIPTION: PHASE 4, CORAL SUN TOWNHOUSES

A PORTION OF PARCEL "R", PINE RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "R"; THENCE N. 00° 59' 17" W., ALONG THE EAST BOUNDARY OF SAID PARCEL "R" AND THE WEST RIGHT-OF-WAY OF NORTH SPRINGS IMPROVEMENT DISTRICT C-11, A DISTANCE OF 302.92 FEET; THENCE S. 89° 00' 43" W., A DISTANCE OF 178.63 FEET; THENCE S. 32° 43' 33" E., A DISTANCE OF 218.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1198.92 FEET, A CENTRAL ANGLE OF 06° 22' 54" AND AN ARC LENGTH OF 133.54 FEET TO THE POINT OF BEGINNING. THE LAST TWO DESCRIBED COURSES BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID PARCEL "R" AND THE EAST RIGHT-OF-WAY OF RIVERSIDE DRIVE.

CONTAINING 26,079 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.

BKN 6204PG0132

SHEET 4 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND



CONSULTING ENGINEERS, P.C.
6720 N.W. 12th Street
Coral Springs, FL 33065
(774) 157-5771

SCALE: 1"=50'

C.R. #110:

DRAWN BY: G.D.

CHECKED BY: *[Signature]*

88-01-74

JULIAN NO.

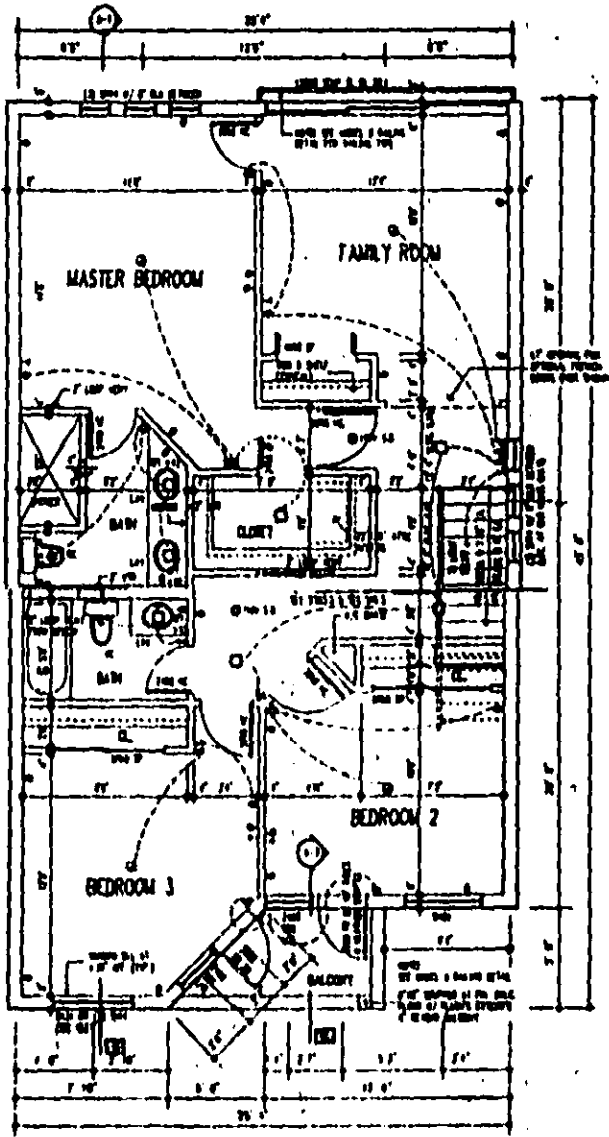
REVISIONS

REVISIONS	DATE	BY	CHECKED	F.B./P.O.
AN EMB...				
FINAL BLDG. A	2/8/89	G.D.	<i>[Signature]</i>	FILE

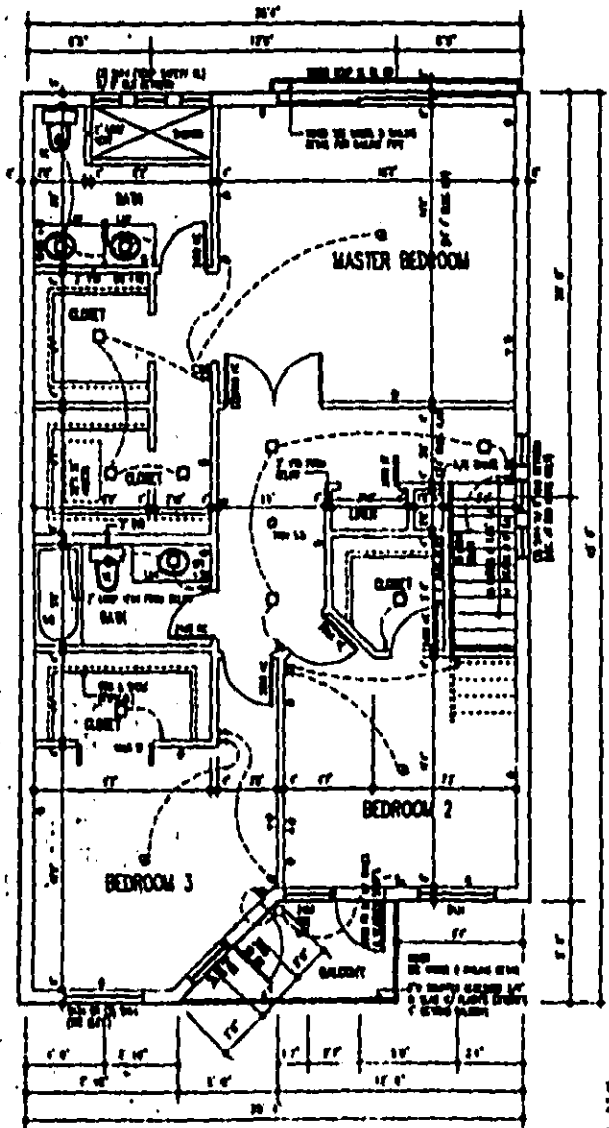
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES

A CONDOMINIUM
PHASE 4

TYPICAL UNIT



SECOND FLOOR PLAN - MODEL A



SECOND FLOOR PLAN - MODEL B

SCALE : 1"=10'

NOTES :

DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY TUTTILL AND VICK, FORT LAUDERDALE, FLA.

ALL INTERIOR DIMENSIONS ARE APPROXIMATE.

ELEVATIONS SHOWN HEREON ARE BASED ON THE N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM OF 1929).

BK 6204 PG 133

SHEET 5 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND



CONSULTING ENGINEERS, INC.
1020 N.W. 12th Street
Fort Lauderdale, FL 33304
(305) 551-5211

SCALE: 1"=10'

11/88 FILE

DRAWN BY G.D.

CHECKED BY *G.D.*

JOHN 110 88-01-74

REVISIONS

DATE

BY

CHK'D.

F.B./PG.

REVISE TYPICAL UNIT

10/8/88

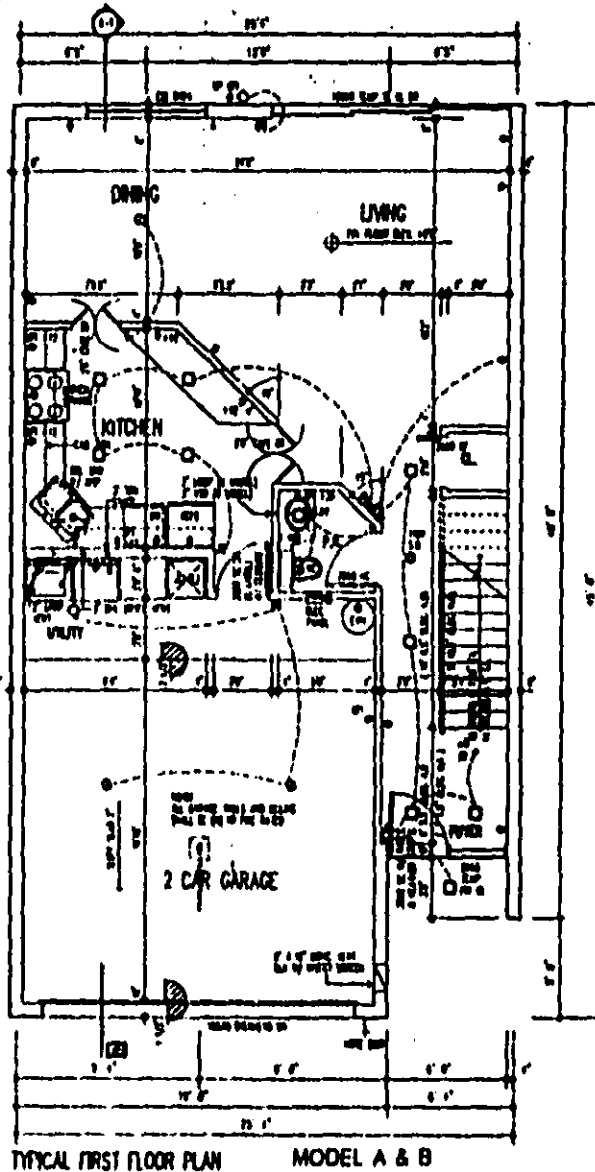
G.D.

[Signature]

FILE

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
CORAL SUN TOWNHOMES
 A CONDOMINIUM
 PHASE 4

TYPICAL UNIT



TYPICAL FIRST FLOOR PLAN MODEL A & B

BK F6204 PG 134

NOTES :

DIMENSIONS SHOWN WERE TAKEN FROM ARCHITECTURAL PLANS PREPARED BY TUTTILL AND VICK, FORT LAUDERDALE, FLA.
 ALL INTERIOR DIMENSIONS ARE APPROXIMATE.
 ELEVATIONS SHOWN HEREON ARE BASED ON THE N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM OF 1929).

SCALE : 1"=10'

SHEET 6 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
 FOR
 JOHN ROLLAND



DREYER & THIELE
 CONSULTING ENGINEERS
 6325 N.W. 20th Street
 Coral Springs, FL 33065
 (305) 433-5277

SCALE: 1"=10'	REVISIONS	DATE	BY	CHK'D.	F.S./PG.
FILE					
DRAWN BY G.D.					
CHK'D BY <i>W/AB</i>					
JUL 110 88-01-74	REVISE TYPICAL UNIT	10/2/88	G.D.	<i>[Signature]</i>	FILE

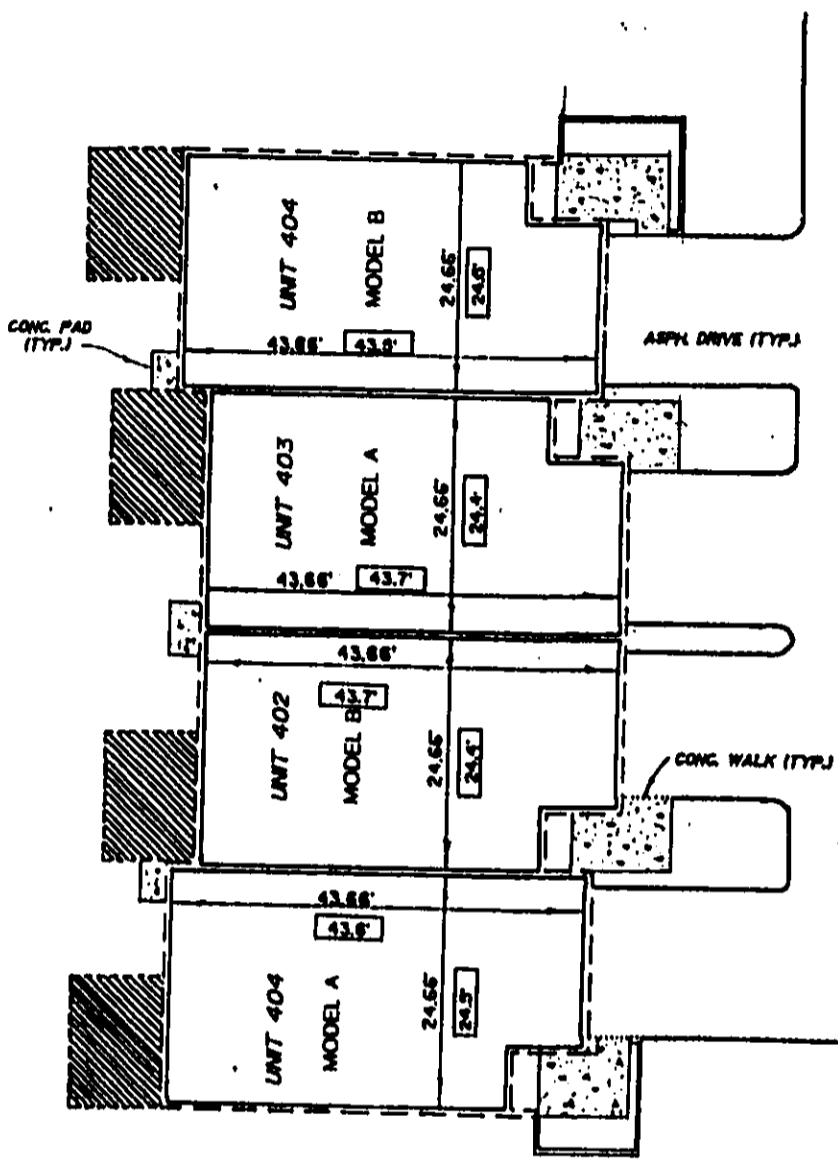
NOT VALID UNLESS SEALED WITH
 AN APPROVED SURVEYOR'S SEAL

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

CORAL SUN TOWNHOMES

A CONDOMINIUM
PHASE 4

1st FLOOR	UPPER LIMITS OF APT.	22.57	22.64
	LOWER LIMITS OF APT.	14.90	14.92
2nd FLOOR	UPPER LIMITS OF APT.	34.92	35.00
	LOWER LIMITS OF APT.	23.90	24.17



TYPICAL FOUR-UNIT BUILDING



INDICATES AS-BUILT DIMENSIONS

BUILDING A

- NOTES:
- COMMON ELEMENTS MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.
 - LIMITED COMMON ELEMENTS MEANS THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.
 - COMMON ELEMENTS EXCEPT ELEVATORS THRU A CONDOMINIUM UNIT FOR PERIODIC MAINTENANCE AND OTHER UTILITIES PROVIDING UTILITY SERVICES TO OTHER UNITS AND/OR COMMON ELEMENTS AND ELEVATORS OF SUPPORT ARE NOT LOCATED OR DELIMITED ON THIS SURVEY. ALL INTERIOR PARTITION WALLS, COUNTERS, SINKS, STOVE, REFRIGERATORS AND OTHER UTILITIES CONSTITUTE AN ELEMENT WHERE CONSTRUCTED.
 - ELEVATIONS, SHOWN IN FEET ARE BASED UPON N.G.V.D. DATUM OF 1988.
 - INDICATES LIMITED COMMON ELEMENT PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT
 - INDICATES PROPOSED PERIMETRICAL BOUNDARY OF EACH UNIT

BK 6204PG 135

SHEET 7 OF 7 SHEETS

CORAL SUN TOWNHOMES

A CONDOMINIUM
FOR
JOHN ROLLAND

BREWER & THIELE
CONSULTING ENGINEERS, P.C.
1720 N.W. 76th Street
Orlando, FL 32809
(407) 753-6700

SCALE: 1"=20'	REVISIONS	DATE	BY	CHKD.	IN. B./PG.
1" D./PG.: FILE	NOT VALID				
DRAWN BY: G.D.					
CHKD BY: <i>[Signature]</i>					
JOB NO: 88-01-74	FINAL BLDG. A	2/8/89	G.D.	<i>[Signature]</i>	FILE
	ADD MODEL DESIGNATION	10/6/89	G.D.	<i>[Signature]</i>	FILE

PERCENTAGE OF OWNERSHIP AND PERCENTAGE OF COMMON EXPENSES

PHASE	BUILDING	NUMBER OF UNITS	UPON COMPLETION OF THIS PHASE, EACH UNIT WILL HAVE THE FOLLOWING INTEREST IN THE OWNERSHIP AND COMMON ELEMENTS
1	H	5	One-Fifth (1/5)
2	B	6	One-Eleventh (1/11)
3	K	6	One-Seventeenth (1/17)
4	A	4	One-Twenty-First (1/21)
5	J	6	One-Twenty-Seventh (1/27)
6	C	6	One-Thirty-Third (1/33)
7	D	6	One-Thirty-Ninth (1/39)
8	G	6	One-Forty-Fifth (1/45)
9	E	5	One-Fiftieth (1/50)
10	F	4	One-Fifty-Fourth (1/54)

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end, we do, by these Articles of Incorporation, set forth:

ARTICLE I

The name of the proposed corporation shall be:

CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

The purposes and objects of the corporation shall be to administer the operation and management of CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a Condominium, (hereinafter referred to as "the CONDOMINIUM"), an apartment project to be established in accordance with the Condominium Act of the State of Florida upon the following described property, situate, lying and being in Broward County, Florida, to-wit:

See Exhibit A attached hereto

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Broward County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a Plan of Condominium Ownership, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said CONDOMINIUM. The Corporation shall be conducted as a nonprofit organization for the benefit of its members.

ARTICLE III

The corporation shall have the following powers:

1. The corporation shall have all of the powers and privileges granted to Corporations Not for Profit under the law pursuant to which this Corporation is chartered.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of DWELLINGS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS in said CONDOMINIUM, as said terms may be defined in said Declaration of Condominium to be recorded.

BK# 6204PG0137

(b) To levy and collect assessments against members of the Corporation to defray the common elements of the CONDOMINIUM as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including DWELLINGS in said CONDOMINIUM, which may be necessary or convenient in the operation and management of the CONDOMINIUM and in accomplishing the purposes set forth in the Declaration of Condominium.

(c) To maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to construct improvements after casualty and to make further improvements to the Condominium property.

(d) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purpose. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to making of assessments, promulgation of the rules and execution of contracts on behalf of the Association.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter established.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

(g) To approve or disapprove proposed purchasers or lessees of apartments in the Condominium.

(h) To make and amend regulations regarding the use of the property in the condominium.

(i) To lease property including, but not limited to recreational facilities and to levy and collect assessments to cover the costs of the maintenance, operation and repair of said leasehold property. To purchase personal property for the use of said leased recreational areas.

ARTICLE IV

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all DWELLINGS in the CONDOMINIUM shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in item (5) of Article IV.

2. Membership shall be established by the acquisition of fee simple title to a DWELLING in the CONDOMINIUM, or by acquisition of a fee ownership interest therein, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in

3K76204PGN138

any dwelling, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more DWELLINGS, or who may own a fee ownership interest in two or more DWELLINGS, so long as such party shall retain title to or fee ownership interest in any DWELLING.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his DWELLING. The funds and assets of the Corporation shall be owned solely by the Corporation subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one (1) vote for each DWELLING in the CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each DWELLING in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one DWELLING, such member shall be entitled to exercise or cast as many votes as he owns DWELLINGS, in the manner provided by said By-Laws.

5. Until such time as the property described in Article II hereof, and the improvements which may hereafter constructed thereon, are submitted to a plan of Condominium Ownership by the recordation of said Declaration of Condominium, the Membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one (1) vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V

The Corporation shall have perpetual existence.

ARTICLE VI

The principal office of the Corporation shall be located at HUBERT & TOMPKINS, Lawyers, 2400 E. Commercial Blvd., Suite #711, Fort Lauderdale, Florida 33308, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice-President, Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Secretaries, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the CONDOMINIUM, and the affairs of the Corporation, and any person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

ARTICLE VIII

The number of members of the first Board of Directors

BK#6204Pg. 139

of the Corporation shall be three. The number of members of succeeding Board of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Notwithstanding the foregoing, the Developer, Coral Sun Builders, Ltd., a Florida Limited Partnership shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Corporation; as provided by the By-Laws of the Corporation and in accordance with the Condominium Act.

ARTICLE IX

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President and Vice-President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President, and Vice-President shall not be held by the same person, or shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE X

The names and Post office addresses of the first Board of Directors, who subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

NAMES:	ADDRESSES:
JOHN ROLLAND	2400 E. Commercial Blvd. Suite 711 Fort Lauderdale, FL 33308
JOSEPH A. HUBERT	2400 E. Commercial Blvd. Suite 711 Fort Lauderdale, FL 33308
LANA M. VOYER	2400 E. Commercial Blvd. Suite 711 Fort Lauderdale, FL 33308

ARTICLE XI

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the First Board of Directors of the Corporation, the names of which subscribers and their respective Post Office addresses are more particularly set forth in Article X above.

ARTICLE XII

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

BK 6204 PG 140

PRESIDENT: JOHN ROLLAND
VICE-PRESIDENT: JOSEPH A. HUBERT
SECRETARY: LANA M. VOYER
TREASURER: LANA M. VOYER

ARTICLE XIII

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

ARTICLE XIV

Every Director and every officer of the corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XV

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of the such bodies it must be approved by the other. Such approvals must be by 66-2/3 of all of the Directors and by not less than 66-2/3 of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

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

BK# 6204PG0141

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 28 day of March, 1988. at Fort Lauderdale, Florida.

[Signature]
JOHN ROLLAND

[Signature]
JOSEPH A. HUBERT

[Signature]
LANA M. VOYER

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared JOHN ROLLAND, JOSEPH A. HUBERT and LANA M. VOYER, to me known to be the persons described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of March, 1988.

[Signature]
Notary Public

My Commission Expires:

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. FEB 13, 1990
BONDED THRU GENERAL INS. UND.

FILED
MAR 28 - 1 11 0 1988
COUNTY OF BROWARD
FLORIDA

BK# 6204PG0142

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST -- THAT CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC.
(NAME OF CORPORATION)

ORGANIZED AND QUALIFIED UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Ft. Lauderdale,
(CITY)

STATE OF Florida, HAS NAMED Joseph A. Hubert,
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 2400 East Commercial Boulevard, Suite 711,
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NO ACCEPTABLE)

CITY OF Fort Lauderdale, STATE OF FLORIDA, AS ITS AGENT TO
(CITY)

ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE *Joseph A. Hubert*
(CORPORATE OFFICER)
JOSEPH A. HUBERT

TITLE Vice-President

DATE March 28, 1988

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE *Joseph A. Hubert*
(REGISTERED AGENT)
JOSEPH A. HUBERT

DATE March 28, 1988

BK16204PG0143

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 1, 1988, as shown by the records of this office.

The document number of this corporation is N25707.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of April, 1988.



Jim Smith

Jim Smith
Secretary of State

CR2E022 (8-87)

8K16204PC0144

BY-LAWS
OF
CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the By-Laws of CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on the 1st day of April, 1988. CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, hereinafter called "ASSOCIATION", has been organized for the purpose of administering said ASSOCIATION and the operation and management of CORAL SUN TOWNHOMES, a Condominium, an apartment project established in accordance with the Condominium Act of the State of Florida upon the following described property, situate, lying and being in Broward County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO.

(a) The provisions of these By-Laws are applicable to said CONDOMINIUM, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and contained in the formal Declaration of Condominium for CORAL SUN TOWNHOMES, a Condominium.

(b) All present or future owners, tenants, future tenants, or their employees, or any other person that might use said CONDOMINIUM or any of the facilities thereof in any manner are subject to the regulations set forth in these By-Laws and in the said Articles of Incorporation and Declaration of Condominium.

(c) The office of the ASSOCIATION shall be at
2400 E. Commercial Blvd., #711, Ft. Lauderdale, FL 33308

(d) The fiscal year of the ASSOCIATION shall be the calendar year.

(e) The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "Florida", the words, "Corporation Not for Profit", and the year of incorporation, an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) The qualification of members, the manner of their admission to membership and termination of such membership, shall be as set forth in Article IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum at member's meetings shall consist of persons entitled to cast a majority of the votes of the entire membership.

(c) The vote of the owners of a DWELLING owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the DWELLING and filed with the Secretary of the ASSOCIATION, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of

BK 6204 PG 145

such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. However, no person shall be designated to hold more than five (5) proxies.

(e) Approval or disapproval of a DWELLING owner upon any matters, whether or not the subject of an ASSOCIATION meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION meeting.

(f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the DWELLINGS represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The Annual Members' Meeting shall be held at the office of the ASSOCIATION at 8:00 o'clock p.m. Eastern Standard Time, on the first Tuesday in March of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Tuesday.

(b) Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the ASSOCIATION owning a majority of the DWELLINGS.

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member and posted in a conspicuous place on the condominium property not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. Unless a unit owner waives in writing the right to receive notice of the meeting by mail, the notice of meeting shall be sent by mail to each unit owner, and the post office certificate of mailing shall be retained as proof of such mailing. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. If any members' meeting cannot be organized because of a quorum not attending, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentages of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

(d) At meetings of membership the President, or in his absence, the Vice-President, shall preside.

(e) The order of business at Annual Members' meeting shall be:

- (1) Call of the roll and certifying proxies;

- (ii) Proof of notice of meeting or waiver of notice;
- (iii) Reading of minutes;
- (iv) Reports of Officers;
- (v) Reports of Committees;
- (vi) Appointment of Chairman of Inspectors of Election;
- (vii) Election of Directors;
- (viii) Unfinished business;
- (ix) New business;
- (x) Adjournment.

4. BOARD OF DIRECTORS

(a) The Board of Directors of the ASSOCIATION shall consist of a minimum of three (3) but no more than nine (9) persons. At least a majority of the Board of Directors shall be members of the ASSOCIATION, or shall be authorized representatives, officers of employees of a corporate member of the ASSOCIATION.

(b) Election of Directors shall be conducted in the following manner:

(i) CORAL SUN BUILDERS, LTD., hereinafter referred to as the DEVELOPER of the CONDOMINIUM, shall at the beginning of the election of the Board of Directors, designate and select the number of members of the Board of Directors which he shall be entitled to designate and select in accordance with the provisions of the By-Laws, and upon such designation and selection by the DEVELOPER, by written instrument presented to the meeting at which such election is held, such individuals so designated and selected by the DEVELOPER, shall be deemed and considered for all purposes Directors of the ASSOCIATION, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected in accordance with the provisions of these By-Laws.

(ii) All members of the Board of Directors whom the DEVELOPER shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by a majority of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and selection of the members of the Board of Directors whom the DEVELOPER shall be entitled to designate and select.

(iii) Vacancies in the Board of Directors shall be filled by the remaining Directors, except should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by the DEVELOPER, such vacancy shall be filled by the DEVELOPER, designating and selecting, by written instrument delivered to any Officer of the ASSOCIATION, the successor Director to fill the vacated Directorship for the unexpired term thereof, so long as the DEVELOPER has the right to so designate.

(iv) The DEVELOPER shall have the right to appoint or elect a majority or more of the members of the Board of Directors of the ASSOCIATION, to-wit, until fifteen percent (15%) of the Condominium units have been sold and closed to unit owners other than DEVELOPER, the DEVELOPER, shall have the right to appoint or elect members of the Board. When unit owners other than the DEVELOPER own fifteen percent (15%) or more of the units in the CONDOMINIUM, the unit owners other than the DEVELOPER

BKF6204PG0147

shall be entitled to elect no less than one-third of the members of the Board of Directors of the ASSOCIATION. Unit owners other than the DEVELOPER are entitled to elect not less than a Majority of the members of the Board of Directors of the ASSOCIATION:

(1) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(2) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(3) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;

whichever occurs first.

The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units.

(v) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(vi) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Regular meetings of the Board of Directors shall be open to all unit owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the date named for such meeting, unless notice is waived. Notice of regular meetings shall also be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(vii) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Special meetings of the Board shall be open to all unit owners. Not less than three (3) days notice of a meeting shall be given to each Director, personally, by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of special meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(viii) A Director may be removed at any special or regular meeting in accordance with Section 8(b)(iv) of these By-Laws. Vacancies so created shall be filled in accordance with Section 4(b)(iii) of these By-Laws.

(ix) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

(x) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(xi) A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a

BK16204PGN148

majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of the attendance, if greater than a quorum, is present. At any adjourned meetings, any business which might have been transacted at the meeting as originally called may be transacted without notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such Director for the purpose of determining a quorum.

(xii) The Presiding Officer of Directors' meeting shall be the President, or in his absence, the Vice-President.

5. POWERS OF ASSOCIATION

(a) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including DWELLINGS in the CONDOMINIUM, as may be necessary or convenient in the operation and management of the CONDOMINIUM, and in accomplishing the purpose set forth in the Declaration of Condominium.

(b) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the ASSOCIATION for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the ASSOCIATION.

(c) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the ASSOCIATION, the Declaration of Condominium and the regulations hereinafter promulgated governing the use of the property in the CONDOMINIUM.

(d) To pay all taxes and assessments which are liens against any part of the CONDOMINIUM other than DWELLINGS and the appurtenances thereto, and to assess the same against the members and their respective DWELLINGS subject to such liens.

(e) To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability, which insurance policies shall be made available for inspection by unit owners at reasonable times.

(f) To pay all costs of power, water, sewer and other utility services rendered to the CONDOMINIUM and not billed to the owners of the separate PRIVATE DWELLINGS.

(g) To employ personnel for reasonable compensation to perform the services required for proper administration of the purpose of the ASSOCIATION.

(h) To operate jointly a recreational area on leasehold property. To maintain said leasehold premises. To pay taxes, insurance and all expenses concerning the operation thereof and to purchase personal property for use of said leasehold premises, and to assess members of the ASSOCIATION for any of the foregoing expenses regarding said club in the manner

as may be prescribed by the Declaration of Condominium of said lease.

(i) Directors' fees, if any, shall be determined by the members.

(j) All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the ASSOCIATION, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing the following:

(i) To make, levy and collect assessments against any member and members' DWELLINGS to defray the costs of the CONDOMINIUM, and to use the proceeds of said assessments granted unto the ASSOCIATION.

(ii) The maintenance, repair, replacement, operation and management of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its members.

(iii) The reconstruction of improvements after casualty and the further improvements of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in the CONDOMINIUM, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium.

(v) To approve or disapprove proposed purchaser and lessee of DWELLINGS in the manner specified in the Declaration of Condominium, Articles of Incorporation and By-Laws of CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

(vi) In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the unit owners, notice shall be given of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

6. TRANSFER OF CONTROL TO ASSOCIATION

Within a maximum of thirty (30) days, or sooner, after unit owners other than the DEVELOPER elect a majority of the members of the Board of Directors of the ASSOCIATION, the Developer shall relinquish control of the ASSOCIATION and deliver to the ASSOCIATION all property of the unit owners and of the ASSOCIATION held by or controlled by the DEVELOPER, including but not limited to the following items, if applicable, as to each CONDOMINIUM, operated by the ASSOCIATION.

(a) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the DEVELOPER or officer or agent of the DEVELOPER as being a true and complete copy of the actual recorded Declaration; the ASSOCIATION Articles of Incorporation; By-Laws; minute books and other corporate books and records of the ASSOCIATION, if any, and any house rules and regulations which may have been promulgated.

(b) Resignation of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the DEVELOPER relinquish control of the

ASSOCIATION.

(c) An accounting or accountings for ASSOCIATION funds. The DEVELOPER shall be liable to the ASSOCIATION for all of the funds of the ASSOCIATION that are not properly expended and which were collected during the period of time that the DEVELOPER controlled the Board of Directors of the ASSOCIATION.

(d) ASSOCIATION funds or control thereof.

(e) All tangible personal property that is represented by the DEVELOPER to be part of the COMMON ELEMENTS or that is ostensibly part of the COMMON ELEMENTS or that is property of the ASSOCIATION, and inventories of these properties.

(f) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the CONDOMINIUM and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the DEVELOPER or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief that actual plans and specifications utilized in and about the construction and improvements of the CONDOMINIUM and for the construction and installation of the mechanical components serving the improvements.

In the event that the CONDOMINIUM shall have been declared a CONDOMINIUM more than three (3) years after the completion of the construction of the improvements, then the requirements of this sub-section (f) shall not apply. If, however, the improvements on the CONDOMINIUM submitted to CONDOMINIUM shall have been remodeled within three (3) years prior to the date of the creation of the CONDOMINIUM, then the requirements of this paragraph (f) shall apply to the plans and specifications utilized in and about the remodeling.

(g) Insurance policies.

(h) Copies of any certificate of occupancy which may have been issued within one (1) year of the date of creation of the CONDOMINIUM.

(i) Any other permits issued by governmental bodies applicable to the CONDOMINIUM and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the DEVELOPER took control of the ASSOCIATION.

(j) Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective.

(k) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the DEVELOPER'S records.

(l) Leases of the COMMON ELEMENTS, or in which the ASSOCIATION is lessor or lessee.

(m) Employment contracts in which the ASSOCIATION is one of the contracting parties.

(n) Service contracts in which the ASSOCIATION is one of the contracting parties or service contracts in which the ASSOCIATION or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(o) Other contracts in which the ASSOCIATION is one of the contracting parties.

Provided, however, that if the DEVELOPER holds units

BKT 6204PG0151

for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the DEVELOPER:

(i) Assessment of the DEVELOPER as a unit owner for capital improvements.

(ii) Any action by the ASSOCIATION that would be detrimental to the sales of units by the DEVELOPER, provided, however, that an increase in assessments for COMMON ELEMENTS without discrimination against the DEVELOPER shall not be deemed to be detrimental to the sales of units.

7. OFFICERS

(a) The executive officers of the ASSOCIATION shall be a President, who shall be a Director; a Vice-President, who shall be a Director; a Treasurer; a Secretary; and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by the vote of the Directors at any meeting. Any person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of an ASSOCIATION, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION.

(c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have the custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an ASSOCIATION and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. The Treasurer shall maintain accounting records, including assessment rolls and accounts of the members, according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times. Such records shall include:

(i) A record of all receipts and expenditures.

(ii) 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 assessments come due, the amounts paid upon the account, and the balance due. Furthermore, the Treasurer shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of

BK# 6204PGN152

the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the CONDOMINIUM.

B. FISCAL MANAGEMENT.

The provisions for fiscal management of the ASSOCIATION set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each DWELLING. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION, including but not limited to the following items:

(i) Common expense budget, which shall include, without limiting the generality of the foregoing the estimated amounts necessary for maintenance and operation of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, landscaping, streets and walkways, office expense, swimming pool, utility service, casualty insurance, liability insurance, administration and reserves (operation and replacement).

(ii) Proposed assessments against each member. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before December 15th of the year prior to which the budget is made. If the budget is subsequently amended before the assessment are made, a copy of the amended budget shall be furnished each member concerned. At the time such copies are furnished to each member, the unit owners shall also be given written notice of the time and place at which such meeting of the Board of Directors shall be held and such meeting shall be open to the unit owners.

(iii) If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days' written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors.

The revision of the budget shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the CONDOMINIUM property or in respect to anticipated expenses by the CONDOMINIUM ASSOCIATION which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessment for betterments to the CONDOMINIUM property if the By-Laws so provide or allow the establishment of

BK# 6204PC0153

reserves, or assessments for betterment to be imposed by the Board of Directors. The Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Unit owners.

Nothing herein contained shall at any time restrict the right of the Board of Directors to levy additional assessment in the event the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, upon giving notice to the unit owners as herein provided, or in the event of emergencies.

(iv) Any member of the Board of Directors may be recalled and removed from office without our written cause by the vote or agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

(c) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the ASSOCIATION shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(d) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member, or their personal representative, not later than April 1st of the year following the year for which the report was made. The audit shall further be furnished to each guarantor or first mortgage holder that requests the same in writing.

(e) Fidelity bonds shall be required by the Board of Directors from all officers and employees of the ASSOCIATION and from any contractor handling or responsible for ASSOCIATION funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the ASSOCIATION.

9. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation, and these By-laws, or with the Statutes of the State of Florida.

10. AMENDMENTS TO BY-LAWS

Amendments to the By-laws will be proposed and adopted in the following manner:

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

(b) A resolution adopting a proposed amendment must receive approval of 66-2/3% of all the Directors and 66-2/3% of the votes of the entire membership of the ASSOCIATION. Directors and members not present at the meetings considering the amendment may express their approval in writing.

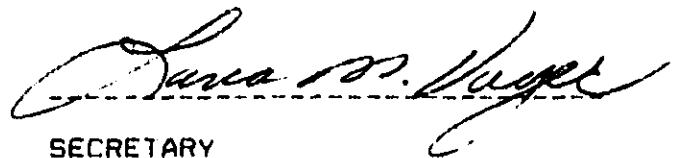
(c) Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the ASSOCIATION, and after being proposed and approved by one of such bodies, it must be approved by the other.

(d) Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.

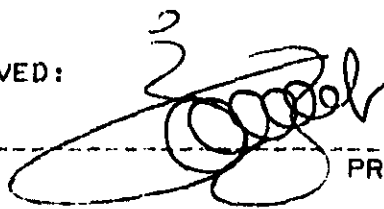
(e) These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

(f) A copy of each amendment shall be certified by the President and Secretary of the corporation and recorded in the Public Records of Broward County, Florida.

The foregoing were adopted as the By-Laws of CORAL SUN TOWNHOMES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 14th day of February, 1989.


SECRETARY

APPROVED:


PRESIDENT

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BKF 6204PG0155