

DECLARATION OF CONDOMINIUM

OF

76- 45108

HILLSBORO LANDINGS CONDOMINIUM, NO. TWO

THIS DECLARATION OF CONDOMINIUM made by HILLSBORO RIVER VIEW CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands and improvements to be constructed upon such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, as amended, hereinafter referred to as "Condominium Act".

1.1 The name by which this condominium is to be identified is HILLSBORO LANDINGS CONDOMINIUM, NO. TWO.

1.2 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Broward County, Florida, as described upon Exhibit A, attached hereto and made a part hereof, which shall hereinafter be referred to as "the land". Said lands shall be subject to conditions, restrictions, reservations, limitations and easements of record.

1.3 Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation. Both the burdens imposed and the benefits derived shall run with each unit as herein defined.

2. Definitions. The terms used in this Declaration and in the Articles of Incorporation and the By-Laws of HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC., a Florida corporation not for profit, shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires.

2.1 Apartment means a part of the condominium property which is to be subject to private ownership. An apartment may be in improvements, land, or land and improvements together as specified in this Declaration. The word unit and dwell-ing, as used herein, are synonymous with the word apartment as defined herein.

2.2 Apartment owner means the owner of a condominium parcel. The words unit owner are synonymous with the words apartment owner as defined herein.

2.3 Association means the HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC., and its successors.

2.4 Assessments means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the individual owners.

2.5 Building shall mean and include each of the individual apartment buildings either constructed or to be constructed as herein provided.

2.6 By-Laws means the By-Laws of HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC. for the government of the condominium as they exist from time to time.

RECORD & RETURN TO:  
Goldberg, Young & Goldberg, P.A.  
2881 E. Commercial Boulevard  
Fort Lauderdale, Florida 33308

RE  
6516  
PAGE 149

2.7 Common elements means the portions of the condominium property not included in the apartments and in addition thereto, all other items as stated in this Declaration as well as the items stated in the Condominium Act.

2.8 Common expenses means the expenses for which the apartment or unit owners are liable, which shall include but not be limited to the following:

1. Expenses of administration and management of the condominium property.
2. Expenses of maintenance, operation, repair or replacement of common elements.
3. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
4. Any valid charge against the condominium as a whole.
5. Any expenses of, charges to or assessments by the Association as provided for in this Declaration, the Articles of Incorporation and/or the By-Laws.
6. Expenses, including rentals, under the Recreation and Community Facility Lease.

2.9 Common surplus means 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 amount of common expenses.

2.10 Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

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

2.12 Condominium property means and includes the land in this condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.13 Declaration or Declaration of Condominium means the instrument or instruments by which this condominium is created, and said instrument or instruments as they may be from time to time amended.

2.14 Developer means a person who creates a condominium, or who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term Developer shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interests for assignment, when they have acquired or leased the units for their own occupancy.

2.15 Operation or Operation of the Condominium means and includes the administration and management of the condominium property.

2.16 Institutional Mortgagee, means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, a service corporation owned or owned in part by a federal or state savings and loan association or bank, a real estate or mortgage investment trust, a mortgage company licensed to do business in the State of Florida, any agency of the United States Government or a lender generally recognized in the community as an institutional-type lender.

2.17 Limited Common Elements, means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

2.18 Utility services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

3. Development plans. The condominium shall consist of 1 apartment building, containing a total of 94 apartments, and the facilities appurtenant thereto as, or to be constructed and installed by the Developer.

The maintenance, management and operation of the various properties, facilities, recreational and community facilities and services throughout this condominium are and/or shall be of common interest and concern to the owners within this condominium. Apartments and the owners thereof within this condominium, therefore, shall be charged with the proportionate share of the cost and expense thereof, notwithstanding the fact that such properties, facilities, recreational and community facilities and/or services may be located outside of this condominium. These properties, facilities, recreational and community facilities and/or services shall include but not be limited to, the maintenance and upkeep of roadways throughout the condominium lands, including but not limited to the waterway, gatehouse, landscaping, if any, and amenities appurtenant thereto; the security services and systems including the personnel who may from time to time be employed throughout the condominium lands by the Association, and the mechanical and electronic devices which may be utilized and incorporated therewith; pumps and other equipment utilized in connection with irrigation systems; drainage systems and appurtenances thereto servicing part and/or all of the condominium, and recreational and community facilities. All such costs together with the cost of maintaining and operating the condominium, and such other costs and expenses as may be within the sole discretion of the Association, shall be apportioned among all owners of condominium units within the condominium established and/or to be established upon the land described on Exhibit A, attached hereto and made a part hereof, and, as apportioned, shall be assumed and paid by the owner of each unit as a common expense, as hereinafter provided for.

It is further intended that the Association shall enter into a lease for certain recreational and community facilities, as is hereinafter provided for, for the benefit of its members as apartment owners in HILLSBORO LANDINGS CONDOMINIUM NO. TWO.

3.1 Plot Plan and Survey. A plot plan and survey of the lands comprising the condominium and locating the proposed improvements either constructed thereon or to be constructed thereon is attached hereto as Exhibit B. The proposed common elements are comprised of the entire condominium property (which does not include the recreation area as reflected upon Exhibit A) less the apartment units as hereinafter defined.

3.2 Improvements - Completion. At the time of filing this Declaration, certain of the improvements to be provided pursuant to the terms hereof have been completed and as to those which have been completed, a certificate of an architect, engineer or surveyor certifying that the improvements have been constructed substantially as hereinafter represented is attached hereto upon Exhibit B. As to those improvements that have not been completed at the time of the filing of this Declaration, this Declaration may be amended by filing such additional plans, specifications, drawings or other documents as may be required to describe adequately the completion of improvements. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or Certificates, when signed and acknowledged by the Developer and filed of record, shall in themselves constitute an amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

3.3 Amendment of Plans and Completion of Improvements.

1. Alteration of Plans. The Developer reserves the right to change the location and exterior design of all apartment buildings and improvements and the arrangement of all units contained therein and/or to alter the boundaries between units until the apartment buildings or improvements, as the case may be, shall be completed and a certificate of occupancy issued therefor. The issuance of a certificate of occupancy for any one building and/or unit, or combination thereof shall not prohibit a change in the location and exterior design of any other apartment building and improvements and/or the arrangement

REC 6516 PAGE 151

of all units contained therein and for which a certificate of occupancy has not been issued. In the event the Developer shall make any of the changes so authorized, such changes shall be reflected by a certificate and sketches in accordance with paragraphs 3.2 and 3.4 hereof; provided, however, that no such changes affected subsequent to the filing of the Declaration of Condominium shall have the effect of diminishing the quantity of the common elements.

2. Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as the Developer owns the apartments so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Developer alone, notwithstanding procedures for amendment hereinafter set forth. No such change, however, shall increase the number of apartments or materially diminish the common elements, without amendment of this Declaration in the manner described hereafter.

3.4 Apartment Plans. The apartment building is completed within the development plan of the condominium and there is attached hereto as Exhibit B, a plot plan and survey setting forth the location, dimensions and size of the building and the apartment units contained therein. The legal description of each apartment shall consist of the identifying number of such unit as shown upon the appropriate Exhibit attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying unit number as provided for on the attached Exhibits, and each and every description shall be deemed good and sufficient for all purposes.

4. Apartment Boundaries.

Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1. Upper boundary: The horizontal plane of the undecorated finished ceiling.
2. Lower boundary: The horizontal plane of the undecorated finished floor.

4.2 Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical plane of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined. The boundaries of the apartment shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each apartment, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for the utility services or to other apartments and/or for common elements.

4.4 Balconies, Porches, and Utility/Storage Rooms.

An apartment shall include, where applicable, as indicated upon Exhibit B, a balcony and/or patio and/or porch and/or utility-storage room the boundaries of which shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be screening or railing, then the apartment shall include the screening and/or railing and the boundary

shall be the exterior surface of the frame of the screening and/or the exterior surface of the railing, except those between apartments which shall be treated the same as perimeter walls as provided for in 4.3 above. All other boundaries shall be as depicted upon Exhibit B.

5. Easements.

Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose, and each shall survive the termination of the condominium.

5.1 Utilities. as may be required for utility services in order to adequately serve the condominium. However, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.

5.2 Pedestrian and vehicular traffic. 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 for the vehicular traffic over, through and across 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 only the condominium unit owners.

5.3 Support. Every portion of an apartment contributing to the support of an apartment building or an adjacent apartment shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building.

5.4 Perpetual non-exclusive easement in 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 owners of apartment units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

5.5 Air Space. Each condominium unit shall have an exclusive easement for the use of the air space occupied by the said unit as it exists at any particular time and as the unit may lawfully be altered.

5.6 Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit, caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding, which now exist or hereafter exist and such easements shall continue until such encroachment no longer exists.

5.7 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

5.8 Easement for unintentional and non-negligent encroachments. In the event that any apartment unit shall encroach upon any common elements for any reason not caused by the purposeful or negligent act of the apartment unit owner or owners or the agents of such owner or owners, then an easement appurtenant to such apartment unit shall exist for the continuance of such encroachment unto the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements unto any apartment unit for so long as such encroachment shall naturally exist.

5.9 Easements of Record. It is recognized that 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. The existing restrictions, reservations and easements of record include, but are not limited to, certain easements for ingress and egress across, upon and through the condominium

REC  
6516  
PAGE 153

property and, therefore, the use of the condominium property shall continue at all times to be subject to said easements.

5.10 Easement for access to Recreation Parcel. The Developer hereby reserves a perpetual non-exclusive easement, license and right of ingress and egress for the purpose of ingress and egress over, under, across and through those lands described upon Exhibit C, attached hereto and made a part hereof. This easement is for the purpose of allowing unrestricted access from the dedicated thoroughfare presently known as East Hillsboro Avenue to those properties known as the demised premises under the Recreation and Community Facility Lease attached to this Declaration of Condominium and specifically described as Exhibit A of said Recreation and Community Facility Lease. This easement shall be for the benefit of the Developer, its successors, assigns and any and all other parties claiming through the Developer, its successors or assigns, a need or right to obtain access to the properties described upon Exhibit A attached to the Recreation and Community Facility Lease.

## 6. Ownership

6.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by the law, subject, however, to this Declaration and restrictions, reservations, easements and limitation of record.

6.2 Association Membership. The owners of record of the apartments shall be members of the Association. There shall be one membership for each apartment and if there is more than one record owner per apartment, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the apartment.

6.3 Unit Owner's Rights. The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint and mutual easement for that purpose is hereby created.

## 7. Restraint Upon Separation and Partition of Common Elements.

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyances may refer only to the fee title to the condominium unit. Any attempt to separate and/or action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

8. Percentage of Ownership of Common Elements. Each of the apartment owners of the condominium shall own an undivided interest in the common elements, said undivided interest being expressed as a percentage which is set forth upon the Schedule attached hereto as Exhibit D.

## 9. Common Expense and Common Surplus.

9.1 The common expenses to be borne by each apartment owner shall be a portion of the total expenses and costs of the Association. Each apartment owner shall be responsible for a portion of the common expenses equal to his percentage of ownership of common elements as found upon Exhibit D.

9.2 Any common surplus of the Association shall be owned by each of the apartment or unit owners in the same proportion as his percentage liability for common expenses.

## 10. Automobile Parking Spaces and Dock Space.

10.1 The common elements include parking areas for automobiles for the apartment owners. Parking will be available for use pursuant to the regulations of the Association, which regulations shall provide that the owners of each apartment shall be entitled to parking for one automobile. The parking areas will initially be assigned by the Developer, and once assigned, such parking spaces may not thereafter be separately assigned, conveyed, hypothecated, transferred, encumbered or otherwise dealt with and the right to use thereof shall be assigned simultaneously with the conveyance of title to the apartment to which they are appurtenant, except that in cases where more than one parking space has been assigned to an apartment, the owner of said apartment shall re-assign to the Association at the time of conveyance of the apartment, any parking spaces in excess of one parking space.

10.2 The common elements include dockage space along the Hillsboro Canal for the boats of the apartment owners. Said dockage space will be available for use pursuant to the regulations of the Association. The Association shall have the right to assess a fee against the unit owners for the use of any dock space. The control of the use of dock space is solely within the powers of the Association and the granting of the right to use a portion of the dock space to an individual unit owner will not classify that dock space as a limited common element appurtenant to the individual apartment unit.

#### 11. Maintenance, Alterations and Improvements.

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

##### 11.1 Apartments.

1. By the Association. The Association shall maintain, repair and replace, at the Association's expense:

a. All portions of an apartment building contributing to the support of the apartment building, which portion shall include but not be limited to outside walls of the apartment building and all fixtures on its exterior, those portions of boundary walls not a part of apartment, floor and ceiling slabs, load bearing columns and load bearing walls;

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association and all such facilities contained within an apartment that services part or parts of the condominium other than the apartment within which contained, and

c. All incidental damage caused to an apartment by such work above-described in this paragraph shall be repaired promptly at the expense of the Association.

2. By the apartment owner. The responsibility of the apartment owner shall be as follows:

a. To keep and maintain his apartment, its equipment and appurtenances in good order, condition and repair and to perform promptly all maintenance and repairwork within his apartment which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration to the contrary, the owner of each apartment shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air-conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air-conditioning and heating, telephone, sewage and sanitary service to his apartment which may now or hereafter be situated in his apartment.

b. To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his apartment.

c. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of balconies.

d. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

3. Alteration and Improvement. Except as elsewhere reserved to the Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in the building in which such work is to be done and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

##### 11.2 Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the members of the Association except as provided by the By-laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against an institutional mortgagee, as defined in paragraph 2.16 herein, that acquired its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of an apartment owner in the common elements, altered or further improved, whether or not the apartment owner contributes to the costs of such alteration or improvements.

11.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain his unit as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry to the subject unit with or without consent of the unit owner and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

## 12. Assessment.

The making and collecting of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

12.1 Share of the Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, such shares being heretofore set forth. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of grantee to recover from the grantor the amounts paid by the grantee therefor.

12.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

12.3 Interest, Application of Payments. Assessments and installments on such assessments paid on or before ten days after date when due shall not bear interest, but all sums not paid on or before ten days after date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall first be applied to interest and then to the assessment payment first due.

12.4 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the apartment, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together

REC 6516 PAGE 156



with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the apartment owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each apartment owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses.

**12.5 Collection and Foreclosure.** The Board of Directors may take such action as it deems necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of such foreclosure, the apartment condominium parcel, and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the apartment owner and/or occupant.

**12.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment.** Where the mortgagee of an institutional first mortgage of record or other purchase of an apartment obtains title to a condominium parcel as a result of foreclosure of an institutional first mortgage, or when an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former apartment owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners, except such acquiring title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner, from the time of acquiring of such title, shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires an interest in an apartment, except through foreclosure of an institutional first mortgage of record or acceptance of a deed in lieu of such a foreclosure, including without limitation, persons acquiring title by operation of law, including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the apartment or enjoyment of the common elements, or to the recreational facilities until such time as all unpaid assessments due and owing by the former owner have been paid.

**12.7 Assignment of Claim and Lien Rights.** The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any apartment owner or group of apartment owners or to any third party.

**12.8 Unpaid Assessments - Certificate.** Any unit owner shall have the right to require from the Association a certificate, executed by the President of the Association, showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

### **13. Association.**

In order to provide for the proficient and effective administration of this condominium by the owners of apartments, a nonprofit corporation known and designated as HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC. has been organized under the laws of the State of Florida, and said corporation shall administer the operation and management of this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time.

ST 6516 REC 157

13.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit E.

13.2 The By-Laws of the Association shall be the by-laws governing the administration of the condominium, a copy of which is attached as Exhibit F.

13.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association of caused by the elements or other owners or person.

13.4 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

13.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

13.6 Membership. The record owners of all units in this condominium, shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles. Membership shall be established by acquisition of ownership of fee title to or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Broward County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be simultaneously terminated.

13.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

13.8 Right of Entry into Private Dwellings in Emergencies and for Maintenance of Common Elements. In case of any emergency originating in or threatening any apartment units, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent shall have the right to enter such apartment for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each apartment unit, if required by the Association, shall deposit under control of the Association a key to such apartment unit.

In addition, whenever it is necessary to enter any apartment unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, the owner of each apartment unit shall permit other owners or their representatives or the duly constituted and authorized agent of Association to enter such apartment unit for such purpose, provided that such entry be made only at reasonable times and with reasonable advance notice.

13.9 Notification of Institutional Lender by the Association in case of Unit Owners Default. The Association shall have the unconditional right to notify any mortgagee holding and owning a first mortgage of record on any condominium unit located within the condominium when and if the owner of such condominium is in default in the performance of such unit owner's obligations under the condominium documents which is not cured within thirty days from the date of the commencement of such default or thirty days from the date the Association is apprised of such default, whichever is later in time.

#### 14. Insurance.

The insurance other than title insurance which shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

EE 6516 REC158

#### 14.1 Required Unit Mortgagee and Authority to Purchase.

1. Required Unit Mortgagee. As hereinafter set forth, the approval of policies, designation of insurance trustee and certain other matters relating to insurance shall be subject to the approval and/or requirements of a certain Institutional Mortgagee. The term "Required Unit Mortgagee" as hereinafter used in this declaration, is hereby defined as the Institutional Mortgagee holding the greatest dollar value of institutional first mortgages against units in the condominium.

2. Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their respective mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. In the case of insurance policies covering damage to the condominium building, the kind, amounts, valuations and forms of such policies and the insurance companies issuing the same shall be subject to the approval of Required Unit Mortgagee. Such policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in Florida, and with offices or agents in Broward County, Florida.

#### 14.2 Coverage.

1. Casualty. All buildings and improvements upon the land including apartments and all personal property of the Association included in the condominium property are to be insured in the amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association, subject always to the approval and final determination by Required Unit Mortgagee, and all such insurance must be obtained, if possible, from the same company. Such coverage affords protection against:

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.

c. The hazard insurance policy shall cover, among other things, all of the condominium units within the condominium, including but not limited to load-bearing partition walls, doors, stairways, kitchen cabinets, built-in kitchen appliances, electrical fixtures, bathroom fixtures, but shall not include personalty brought on the premises, from time to time, by the unit owners.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of the Association, with cross liability endorsements to cover liability of the apartment owners as a group to an apartment owner.

3. Workmen's Compensation as shall be required to meet the requirements of the law.

4. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, or as may be reasonably required by Required Unit Mortgagee.

14.3 Premiums. Premiums for insurance placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Required Unit Mortgagee, then said Required Unit Mortgagee shall have the right at their option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such item of common expense.

14.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their respective mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Broward

REV 6516 PAGE 159

or Dade Counties with trust powers as may be approved by the Board of Directors of the Association as trustee, which trustee is herein referred to as the "Insurance Trustee". Provided however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the continuing approval of the Required Unit Mortgagee. The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their respective mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are apartments in each building, the share of each apartment owner being the same as his share in the common elements, as same are hereinabove stated.

2. Apartments. Proceeds on account of apartments shall be held in the following undivided shares:

a. Partial destruction, when the buildings are to be restored, for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.

b. Total destruction of the buildings or when the buildings are not to be restored to owners of all apartments in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his apartment.

c. Mortgagee. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear.

14.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged building and/or unit for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

4. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

15. Reconstruction or repair - After Casualty.

15.1 Reconstruction and Repair.

1. Determination to Reconstruct or Repair. If any part of the condominium shall be damaged by casualty, whether or not it be reconstructed or repaired, shall be determined in the following manner:

a. If the loss or damage is such that less than twenty (20%) percent of the insurance proceeds have become payable, or is such that the cost of the reconstruction and repair does not exceed twenty (20%) percent of

the appraised value of the condominium improvements immediately prior to said loss, then such condominium property shall be reconstructed and repaired, and all insurance proceeds shall be utilized for said purpose.

b. If the loss or damage is greater than twenty (20%) per cent as hereinabove described, but less than "very substantial" as hereinafter defined, then the condominium property shall be reconstructed and repaired unless within forty-five (45) days after said casualty sixty (60%) per cent of the owners of units, and institutional first mortgagees (viz., banks, savings and loan associations or insurance companies) holding sixty (60%) per cent of the outstanding dollar volume of first mortgages on units in the condominium agree in writing that the condominium property shall not be reconstructed or repaired.

2. Very Substantial Damage. As used herein, the term "very substantial damage" shall mean damage whereby fifty (50%) percent or more of the amount of casualty insurance covering the condominium improvements become payable, or damage whereby the cost of reconstruction and repair exceeds fifty (50%) per cent of the appraised value of the condominium improvements immediately prior to said loss. Estimates and appraisals required pursuant to the foregoing sentence shall be made by qualified persons designated by institutional mortgagees (banks, savings and loan associations or insurance companies) holding sixty (60%) per cent of outstanding dollar volume of institutional first mortgage loans on units then in the condominium. Should very substantial damage occur, then

a. Institutional mortgagees holding sixty (60%) per cent of the outstanding dollar volume of institutional unit first mortgages shall have the right to elect (such election to be made within forty-five (45) days from the date of the casualty) either

(i) to require applications of insurance proceeds to the payment of their mortgage debts, in which case all mortgagees shall have the right to make similar application of insurance proceeds to their mortgages, or

(ii) to require that insurance proceeds be retained for purposes of reconstruction and repair, in which case all mortgagees shall be so bound, subject to the matters herein set forth.

b. The Board of Directors shall as promptly as possible obtain reliable and detailed estimates of the cost of repair and restoration, and if such work is undertaken, shall negotiate contracts for such work, subject, however, to the approval of a designee of the majority of institutional mortgagees holding sixty (60%) per cent of outstanding dollar volume of institutional unit first mortgages.

c. A membership meeting shall be called by the Board of Directors to be held as promptly as possible, but not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the abandonment or reconstruction of the condominium project subject to the provisions hereinafter set forth.

d. If the election has been made per paragraph a(i) above to apply insurance proceeds to mortgages, then if the remaining insurance proceeds available for reconstruction and repair are insufficient to cover the cost thereof so that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the cost of said reconstruction and repair, then the condominium shall be abandoned and terminated unless seventy-five (75%) per cent of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound. Each unit owner shall be obliged to replenish and replace insurance funds paid or payable to his mortgagee.

e. If the election has been made to apply insurance proceeds to reconstruction and repair (per paragraph (ii) above), then

(1) If the insurance proceeds payable on account of such damage are sufficient to cover the cost of repair and reconstruction so that no special assessment shall be required, then said insurance proceeds shall be utilized for the purpose of such repair and reconstruction unless two-thirds (66 2/3% per cent) of the membership present and voting shall vote to abandon and terminate the condominium project.

(2) If the insurance proceeds available for repair and reconstruction are insufficient to cover the cost thereof so that a special assessment shall be required to augment the insurance proceeds with sufficient

funds to cover the cost of said reconstruction and repair, then the condominium shall be abandoned and terminated unless sixty (60%) per cent of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound.

(3) If the insurance proceeds are not sufficient to cover the cost of repair and reconstruction and if notwithstanding the determination of the membership to repair and reconstruct and the voting of a special assessment, the funds sufficient to cover the deficiency between the cost of the reconstruction and the insurance proceeds are not deposited with the Insurance Trustee within ninety (90) days after the casualty, then the institutional mortgagees who have elected to apply the insurance proceeds to reconstruct and repair shall have the right to revoke such election and to require application of the insurance proceeds to mortgages pursuant to paragraph a (i).

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the unit owners, where so provided, have made a decision whether or not to reconstruct or repair.

15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment buildings, by the owners of not less than seventy-five (75%) percent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

15.3 Responsibility. If the damage is only to those parts of an apartment for which the responsibility of maintenance and repair is that of the apartment owner, the apartment 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.

15.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild and repair.

15.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs hereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments and against all apartment owners in the case of damage to common elements in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

15.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

15.7 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

a. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly.

b. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

c. Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, or to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, or whether a disbursement is to be made from the construction fund or to determine the payee or the amount to be paid or to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction funds, so required, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

16. Use Restrictions.

The use of the property of the condominium shall be in accordance with the following provisions:

16.1 Apartments.

1. Each of the apartments shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose.
2. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.
3. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the apartment building without the prior written consent of the Board of Directors of the Association.
4. No clothes lines or similar devices shall be allowed on any patios or balconies of the condominium property or any other part of the condominium property, without the prior written consent of the Board of Directors of the Association.

5. No owner shall make, allow or cause to be made any structural addition or alteration to his apartment or to the common elements, without the prior written consent of the Association.

16.2 Pets. Pets may be kept upon the condominium property but shall be so kept subject to the rules and regulations adopted by the Association. No pets may be kept, bred or maintained for any commercial purpose. Any pet that shall cause or create a nuisance or unreasonable disturbance shall be permanently removed from the property upon three days written notice by the Association. If an apartment owner shall fail to cause an objectionable pet to be removed from the premises upon such request, the owner thereof shall be liable for court costs, attorney's fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets and/or rules and regulations hereinafter adopted concerning same.

16.3 Common Elements. The common elements shall be used only for the purposes for which they are intended.

16.4 Nuisances. No nuisances shall be allowed upon the condominium property; and no use or practice which is the source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the property by its residents shall be permitted. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property.

16.5 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

16.6 Signs. No signs shall be displayed from an apartment or on common property, except such signs as shall have advance written approval by the Developer or the Association.

16.7 Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

16.8 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of this condominium neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all apartments within this condominium, and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

## 17. Maintenance of Community Interests.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions or any of them so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe.

### 17.1 Transfer Subject to Approval.

1. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner within this condominium.



2. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association, except to an apartment owner within this condominium.

3. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

4. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

5. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

17.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

1. Notice to Association.

a. Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

b. Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee, as Association may reasonably require, as well as an executed copy of the proposed lease.

c. Gift; devise; inheritance; other transfers. An apartment owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

d. Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary or by the Vice-President and Secretary or by the President or the Vice-President and having the corporate seal affixed, in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the

approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Broward County, Florida, at the expense of the lessee.

c. Gift, devise or inheritance; other transfer. If the apartment owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

3. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association.

17.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

d. A certificate of the Association executed by its President and Secretary or by its Vice-President and Secretary, or by its President or its Vice-President and having the corporate seal affixed approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

e. If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided above, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

2. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

3. Gifts; devise; inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, or when such agreement is not reached, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash or by cashier's check.

c. The sale shall close within ten (10) days following the determination of the sale price.

d. A certificate of the Association, executed by its President and Secretary or by its Vice-President and Secretary or by its President or its Vice-President, having its corporate seal affixed and approving the purchaser shall be recorded amongst the Public Records of Broward County, Florida, at the expense of the purchaser.

e. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded amongst the Public Records of Broward County, Florida, at the expense of the apartment owner.

17.4 Mortgage. A unit owner may not mortgage his unit or any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

17.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interest" shall not apply to a transfer to or purchase by an institutional mortgagee, as hereinbefore defined, which acquired title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; neither shall such provisions apply to a transfer, sale or lease by an institutional mortgagee which so acquires its title; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which provided by law, such as, but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the sale or lease of any apartment unit by the Developer.

17.6 Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Association.

17.7 Notice of Lien or Suit.

1. Notice of Lien. An apartment owner shall give notice to the Association of every lien upon his apartment, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

2. Notice of Suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

17.8 Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

1. Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership, except as hereinafter provided.

2. Limitation. If at any one time the Association be the owner or agreed purchaser of 15 or more apartments, it may not purchase any additional apartment without the prior written approval of seventy-five (75%) percent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

17.9 Rights of Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the apartments within this condominium, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

18. Developer's Units and Privileges.

18.1 The Developer, at the time of the filing of this Declaration, is the owner of all of the real property, individual apartment units and all appurtenances comprising this condominium. The Developer, therefore, until all of the apartments in this condominium have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of apartment units, including but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show apartments. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall be considered common elements and shall remain the property of the Developer.

18.2 Notwithstanding anything in this Declaration of Condominium to the contrary, until the Developer has sold and closed all of the apartments in this condominium, or until July 31, 1977, whichever shall first occur, the apartment units owned by the Developer shall not be subject to assessment as provided for in this Declaration of Condominium, but instead shall be assessed and the Developer shall pay to the Association in lieu thereof a sum equal to the actual amount of the actual operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of apartments other than Developer. The actual operating expenditures for this purpose shall not include any reserves for replacement, operating reserves, depreciation reserves or expense reserves or capital expenditures, and the Developer's obligation shall become due and/or be adjusted at the end of said period.

18.3 Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the apartments in this condominium.

19. Recreational and Community Facility Lease. The HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC. has entered into a long-term recreational and community facility lease, as lessee, with HILLSBORO RIVER VIEW CORP., a Florida corporation, as lessor, a copy of which lease is attached hereto and made a part hereof as Exhibit G.

19.1 Each apartment owner agrees to be bound by the terms and conditions of said lease. Said recreation and community facility lease will permit each apartment owner not in default of said lease to have the right, privilege, access and use of the recreational and community facilities. The aforescribed recreation and community facility lease has been entered into for the non-exclusive use and benefit of the apartment owners in this condominium.

19.2 Each apartment owner shall make payment to the Association of his assessed prorata share of the rental due under and pursuant to said recreational and community facility lease. It shall be mandatory for each apartment owner to make his prorata payments as assessed by the Association, as part of the common expense in order to keep in force and effect the aforescribed recreational and community facility lease, regardless of whether or not said apartment owner uses the recreational and community facilities.

19.3 In order to secure the faithful performance of the Association's obligations to the lessors under said lease, and in order to secure the apartment owners' obligations to pay common expenses, each apartment owner subjects his full interest in this condominium and his interest in the Association to the benefit and rights granted unto the lessors under the terms of the subject lease.

19.4 It is specifically recognized that officers, shareholders or employees of the lessor under the terms of the subject lease may be officers of and members of the original Board of Directors of the Association, and that such circumstances shall not and cannot be construed or considered as a breach of their duties to the Association or as possible grounds to invalidate said lease in whole or in part.

19.5 Each apartment owner, his heirs, successors and assigns shall be bound by the recreational and community facility lease to the same extent and effect as if he had executed said lease for the purposes therein expressed, including but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee;
- b. Covenanting and promising to perform each and every one of the covenants, promises and undertakings required to be performed by apartment owners in the cases provided therefor in said lease;
- c. Ratifying, confirming and approving each and every provision of said lease and acknowledging that all terms and provisions thereof, including rental reserve, are reasonable, and
- d. Agreeing that the persons acting as directors and officers of the Association in that acquisition of such lease have not breached any of their duties or obligations to the Association and that they acted properly and in the best interests of the Association and its member.

## 20. Compliance and Default.

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and rules and regulations adopted pursuant thereto and said documents and rules and regulations as they may be amended from time to time. Failure of apartment owners to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

20.1 Negligence. An Apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests,

employees, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances or of the common elements.

**20.2 Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

**20.3 No waiver of rights.** The failure of the Association or any apartment owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws or the regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

**21. Amendment of Declaration.**

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

**21.2 Resolution of Adoption.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than seventy-five (75%) percent of the votes of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or
2. Not less than eighty (80%) percent of the votes of the entire membership of the Association;
3. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of the apartments or alter the boundaries of the common elements.

**21.3 Proviso.** No amendment shall discriminate against any apartment owner or against any apartment, or class or group of apartments, unless the apartment owners so affected and their respective institutional mortgagees shall consent, and no amendment shall change any apartment or the share in the common elements and other of its appurtenances or increase the owner's share of the common expenses, except as hereinabove provided, unless the owner of the apartment concerned and all such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair - After Casualty", unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of any institutional mortgagee, unless all such affected institutional mortgagees shall consent to the execution and recording of such amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the lessors under the recreational and community facility lease unless the lessors shall join in the execution of such amendment..

**21.4 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the Public Records of Broward County, Florida.

22. Termination.

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction. In the event that it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

22.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the apartments therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) percent of the common elements and of the record owners of all mortgages upon the apartments are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the apartments owned by owners not approving the termination and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

2. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash or by cashier's check.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

22.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded amongst the Public Records of Broward County, Florida.

22.4 Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided share of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

22.5 Amendment. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon the apartments within the condominium.

23. Covenants.

All provisions of the Declaration shall be construed to be covenants running

BT 6516 REC 171

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 and administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

24. Invalidation and Operation.

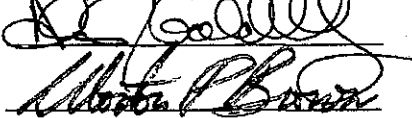

24.1 The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration of Condominium, the Articles of Incorporation, By-Laws, rules and regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

24.2 In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities or any other rules 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 rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a unit within the subject condominium.

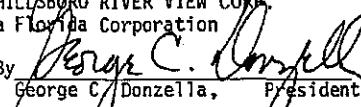
25. Interpretation. Whenever the context so required, the use of any gender shall be deemed to include all genders; the use of the plural shall include the singular; the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate the creation of a uniform plan for the operation of a condominium in accordance with the laws enacted and providing for same: Chapter 711 of the Florida Statutes, as amended.

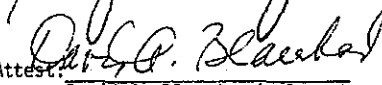
IN WITNESS WHEREOF, the Developer, HILLSBORO RIVER VIEW CORP., a Florida corporation, has executed this Declaration of Condominium on this 9 day of March, 1976.

Signed, sealed and delivered  
in the presence of:

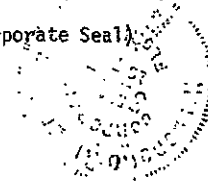
  


HILLSBORO RIVER VIEW CORP.  
a Florida Corporation

By   
George C. Donzella, President

Attest:   
David A. Blanchard, Secretary

(Corporate Seal)





STATE OF FLORIDA

COUNTY OF Dade

On this day personally appeared before me, the undersigned authority, GEORGE C. DONZELLA and DAVID A. BLANCHARD as President and Secretary, respectively of HILLSBORO RIVER VIEW CORP., a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at North Miami, said County, and State last aforesaid, this 9th day of March, 1976

MORTON P. BROWN  
NOTARY PUBLIC, STATE OF FLA. AT LARGE  
My Commission Expires: MARCH 11, 1977

Notary Public, State of Florida  
at Large

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC., a Florida corporation not for profit, hereby agrees to this Declaration of Condominium and does by these presents accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and the exhibits attached hereto.

IN WITNESS WHEREOF, the Association, HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC. has executed this Declaration of Condominium on this 9 day of MARCH, 1976.

Signed, sealed and delivered  
in the presence of:

HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION  
NO. TWO, INC.

By: George C. Donzella  
President

Attest: David A. Blanchard  
Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF Dade

On this day personally appeared before me, the undersigned authority, GEORGE C. DONZELLA and DAVID A. BLANCHARD as President and Secretary, respectively of HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC. and they acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at North Miami, said County, and State last aforesaid, on this 9th day of March, 1976

Notary Public, State of Florida  
at Large

My Commission Expires:

MORTON P. BROWN  
NOTARY PUBLIC, STATE OF FLA. AT LARGE  
MY COMMISSION EXPIRES: MARCH 11, 1977

-24-

DET  
REC  
6516  
PAGE 173

PAGE 172

DESCRIPTION: CONDOMINIUM PROPERTY

A portion of the NW $\frac{1}{4}$  of Section 5, Township 48 South, Range 43 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, a distance of 27.56 feet; thence N 82°01'28" W, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 476.92 feet; thence S 61°44'15" E, a distance of 309.43 feet; thence S 25°38'03" W, a distance of 179.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.00 feet; thence S 25°38'03" W, a distance of 20.00 feet; thence S 64°21'57" E, a distance of 120.00 feet; thence S 25°38'03" W, a distance of 38.0 feet to a point on the North Right-of-Way line of said Hillsboro Avenue; thence S 89°18'03" W, a distance of 264.15 feet to the Point of Beginning. LESS AND EXCEPT the following described parcel:

Commencing at the Southwest corner of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to a point on the North Right-of-Way line of Old Hillsboro Avenue, (a 30-foot Right-of-Way) thence N 89°18'03" E, along said Right-of-Way line, a distance of 264.15 feet; thence N 25°38'03" E, a distance of 38.0 feet; thence N 64°21'57" W, a distance of 120.00 feet; thence N 25°38'03" E, a distance of 13.79 feet to the Point of Beginning of this Description; thence N 64°21'57" W, a distance of 8.03 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 183.46 feet; thence N 19°21'57" W, a distance of 30.50 feet; thence N 25°38'03" E, a distance of 154.99 feet; thence S 64°21'57" E, a distance of 5.0 feet; thence N 25°38'03" E, a distance of 12.0 feet; thence N 64°21'57" W, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 45.05 feet; thence N 25°38'03" E, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 6.0 feet; thence N 25°38'03" E, a distance of 41.15 feet; thence S 61°44'15" E, a distance of 230.40 feet; thence S 25°38'03" W, a distance of 178.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 6.21 feet to the Point of Beginning.

AND, ALSO, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southwest corner of the N $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5; thence N 02°01'27" W, along the West line of said North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, along the said North Right-of-Way line, a distance of 27.56 feet; thence N 82°01'28" W, along the said North Right-of-Way line, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 10.49 feet; thence S 82°01'28" E, parallel with and 10.0 feet North of the North Right-of-Way line of the aforementioned Old Hillsboro Avenue, a distance of 214.97 feet; thence N 89°18'03" E, parallel with and 10.0 feet North of the aforementioned North Right-of-Way line, a distance of 295.90 feet; thence S 25°38'03" W, a distance of 11.16 feet; thence S 89°18'03" W, along the aforementioned North Right-of-Way line, a distance of 264.15 feet to the Point of Beginning.

EXHIBIT A

OF

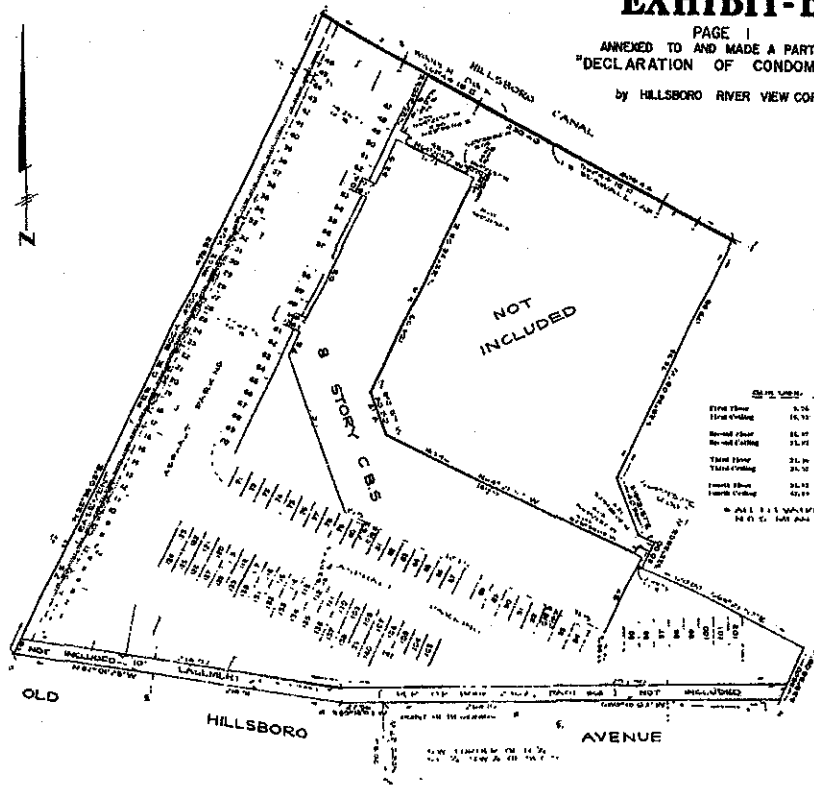
THE DECLARATION OF CONDOMINIUM OF  
THE HILLSBORO LANDINGS CONDOMINIUM NO. TWO

REC 6516 PAGE 174

PAGE 174

**EXHIBIT-B**

PAGE 1  
ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
by HILLSBORO RIVER VIEW CORPORATION



Est. 1971	Est. 1972	Est. 1973	Est. 1974	Est. 1975
10.76	11.00	11.25	11.50	11.75
16.73	17.00	17.25	17.50	17.75
18.07	18.30	18.50	18.75	19.00
21.21	21.50	21.75	22.00	22.25
21.30	21.50	21.75	22.00	22.25
24.50	24.75	25.00	25.25	25.50
27.75	28.00	28.25	28.50	28.75
31.00	31.25	31.50	31.75	32.00

• ALL THE VALUES ARE BASED ON  
NED 5: MEAN SEA LEVEL DATUM

॥ श्रीगणेशाय नमः ॥

A portion of the NW 1/4 of Section 9, Township 48 South, Range 43 East, Northern  
Platte, Nebraska, being more particularly described as follows:

[illegible][illegible][illegible]

### DEPARTMENT OF COMMERCE

For every \$1000.00 in the form of cash loans, shall receive comprised 25% of the real property, improvements and fixtures of the FORECLOSURE owner from the DUELLS, and in some very extraordinary delays, and shall receive accounts from DUELLS for the amount of the cash loans, and shall receive from DUELLS the amount of the cash loans for the financing of the cash loans from DUELLS and CASHES. CASHES will receive the amount of the cash loans in every portion of a DUELLS which shall be included in the support of the improvements, and shall further include all personal property and shall be included for the joint use and enjoyment of all the owners of all such 25% 100%.

**REFERENCES**

These Place and gender descriptions are compiled from place and date supplied by JACQUES PHILLIPS, JR., ALBANY, N. Y. A. compiled WILLIAM LARSON FORKSHAMPTON and supplemented by actual field surveys of the investigator.

**THE JOURNAL**

[illegible]

100-443887-100  
 JAMES EARL RAY, JR.  
 ALBERT E. BROWN, JR.  
 JAMES EARL RAY, JR.  
 ALBERT E. BROWN, JR.

20

...the ... ..

SURVEY and PLOT PLAN  
SEABORO LANDINGS CONDOMINIUM NO. TWO

for HILLSBORO RIVER VIEW CORPORATION

**DAVIS and CRAVEN, Inc.** Civil and Consulting Engineers • Land Surveyors  
Land Planners • Land Development Consultants

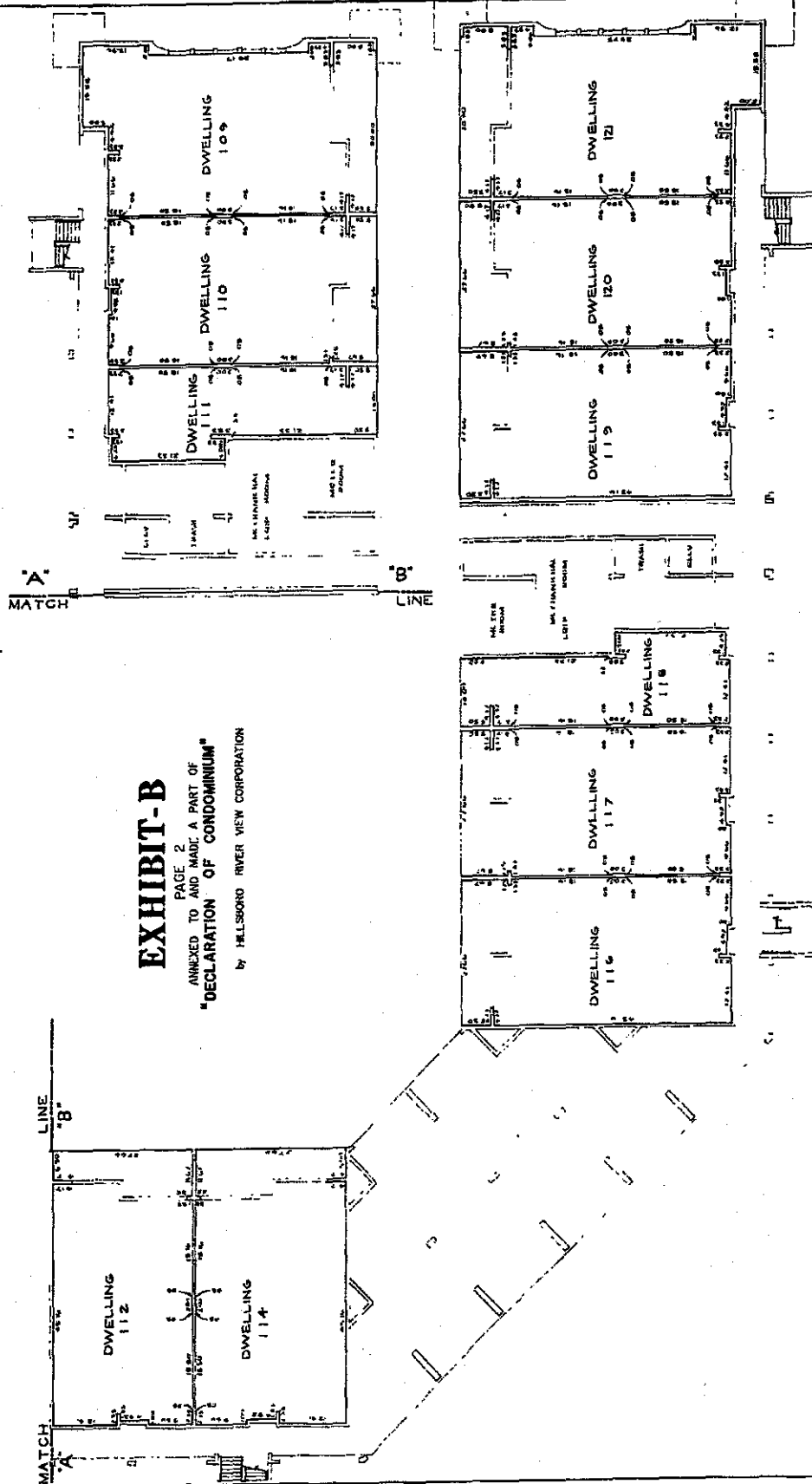
ENGINEERING AND SURVEYING FOR FLORIDA'S FUTURE

1477 S. OAKLAND PARK BLVD. OAKLAND PARK, FL 33411 FLORIDA  
PH: 305-486-1000

NAME	DATE	TIME	LOCATION	REMARKS
1. J. J. J. J.	1. J. J. J. J.	1. J. J. J. J.	1. J. J. J. J.	1. J. J. J. J.
2. J. J. J. J.	2. J. J. J. J.	2. J. J. J. J.	2. J. J. J. J.	2. J. J. J. J.
3. J. J. J. J.	3. J. J. J. J.	3. J. J. J. J.	3. J. J. J. J.	3. J. J. J. J.
4. J. J. J. J.	4. J. J. J. J.	4. J. J. J. J.	4. J. J. J. J.	4. J. J. J. J.
5. J. J. J. J.	5. J. J. J. J.	5. J. J. J. J.	5. J. J. J. J.	5. J. J. J. J.
6. J. J. J. J.	6. J. J. J. J.	6. J. J. J. J.	6. J. J. J. J.	6. J. J. J. J.
7. J. J. J. J.	7. J. J. J. J.	7. J. J. J. J.	7. J. J. J. J.	7. J. J. J. J.
8. J. J. J. J.	8. J. J. J. J.	8. J. J. J. J.	8. J. J. J. J.	8. J. J. J. J.
9. J. J. J. J.	9. J. J. J. J.	9. J. J. J. J.	9. J. J. J. J.	9. J. J. J. J.
10. J. J. J. J.	10. J. J. J. J.	10. J. J. J. J.	10. J. J. J. J.	10. J. J. J. J.

SURVEY and PLOT PLAN  
HILLSBORO LANDINGS CONDOMINIUM NO. TWO  
for HILLSBORO RIVER VIEW CORPORATION

C-3-404K



# **EXHIBIT-B**

PAGE 2  
ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
BY HILLSBORO RIVER VIEW CORPORATION

GROUND FLOOR PLAN  
HILLSBORO LANDINGS CONDOMINIUM NO. TWO  
for HILLSBORO RIVER VIEW CORPORATION

NO.	DESCRIPTION	DATE	BY	REVISION
1	ISSUED FOR RECORD	11/1/88	DAVIS AND CRAVEN, INC.	
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			



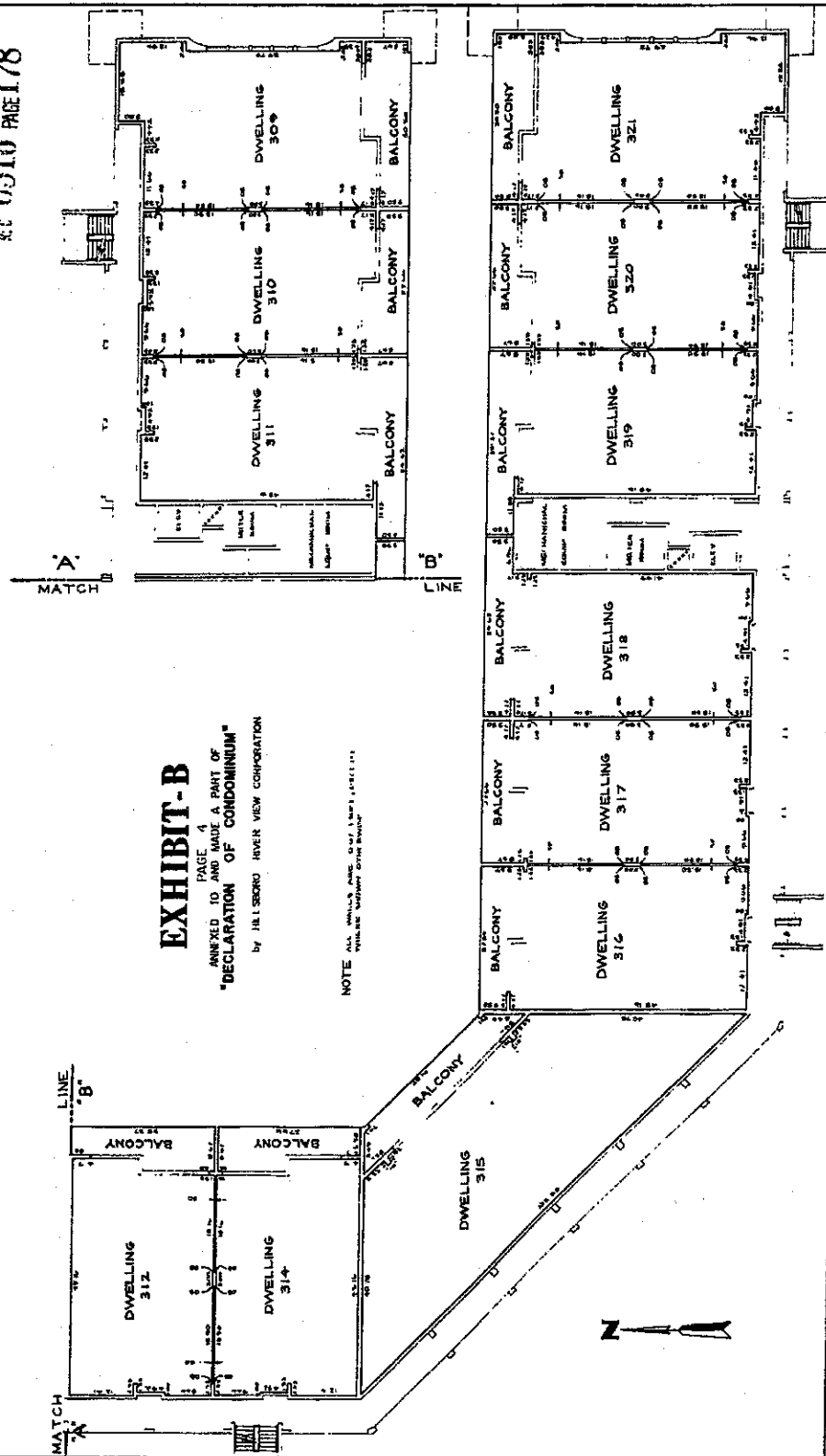
**DAVIS and CRAVEN, Inc.** Civil and Consulting Engineers • Land Surveyors  
ENGINEERING AND SURVEYING FOR PLANNING, DESIGN, CONSTRUCTION  
1415 E. OAKLAND PARK BLVD. • OAKLAND PARK, FL 33411 • (407) 941-1111



C-3-1009



6516 PAGE 178



# EXHIBIT-B

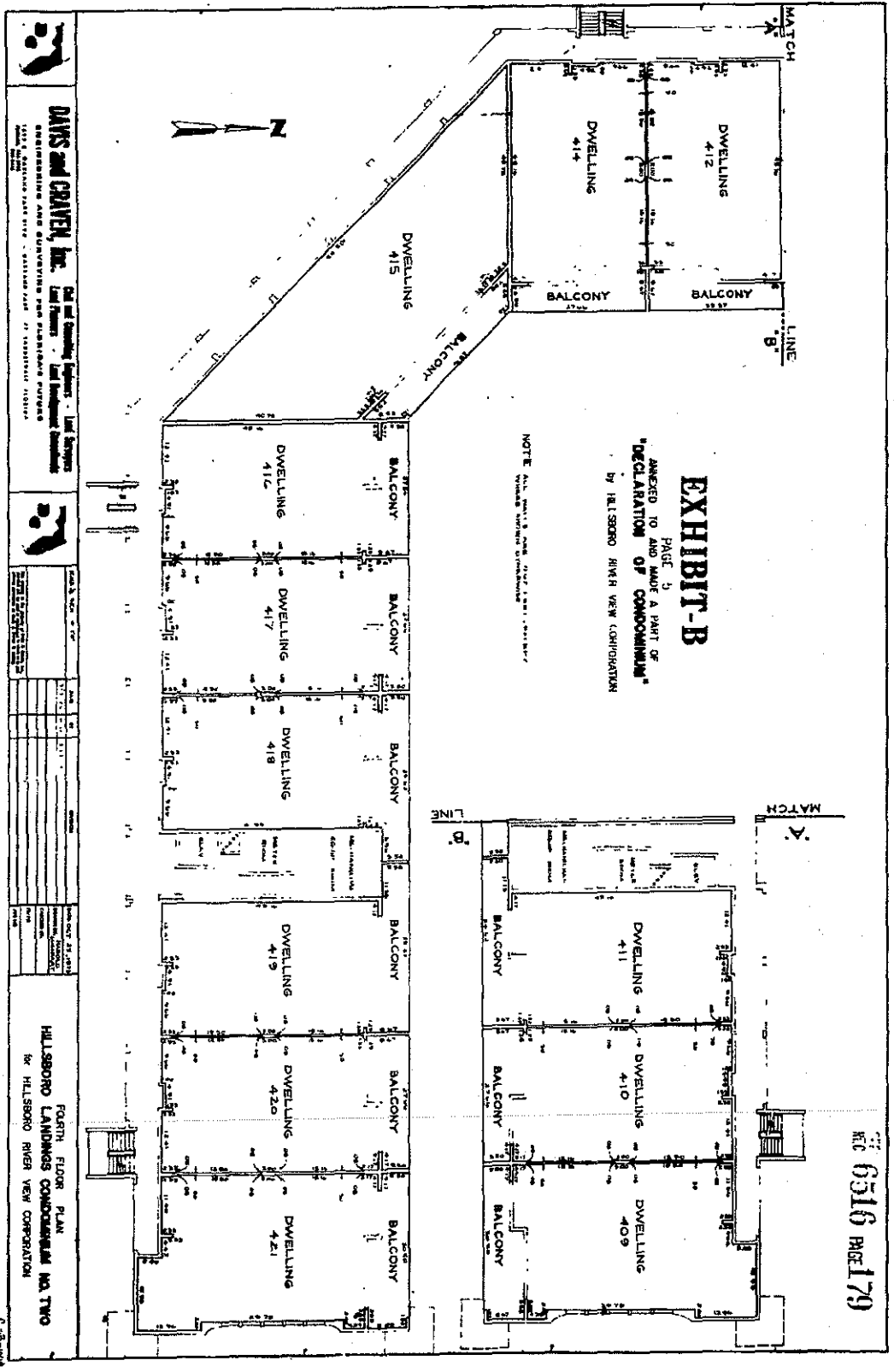
PAGE 4  
ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
by HILLSBORO RIVER VIEW CORPORATION

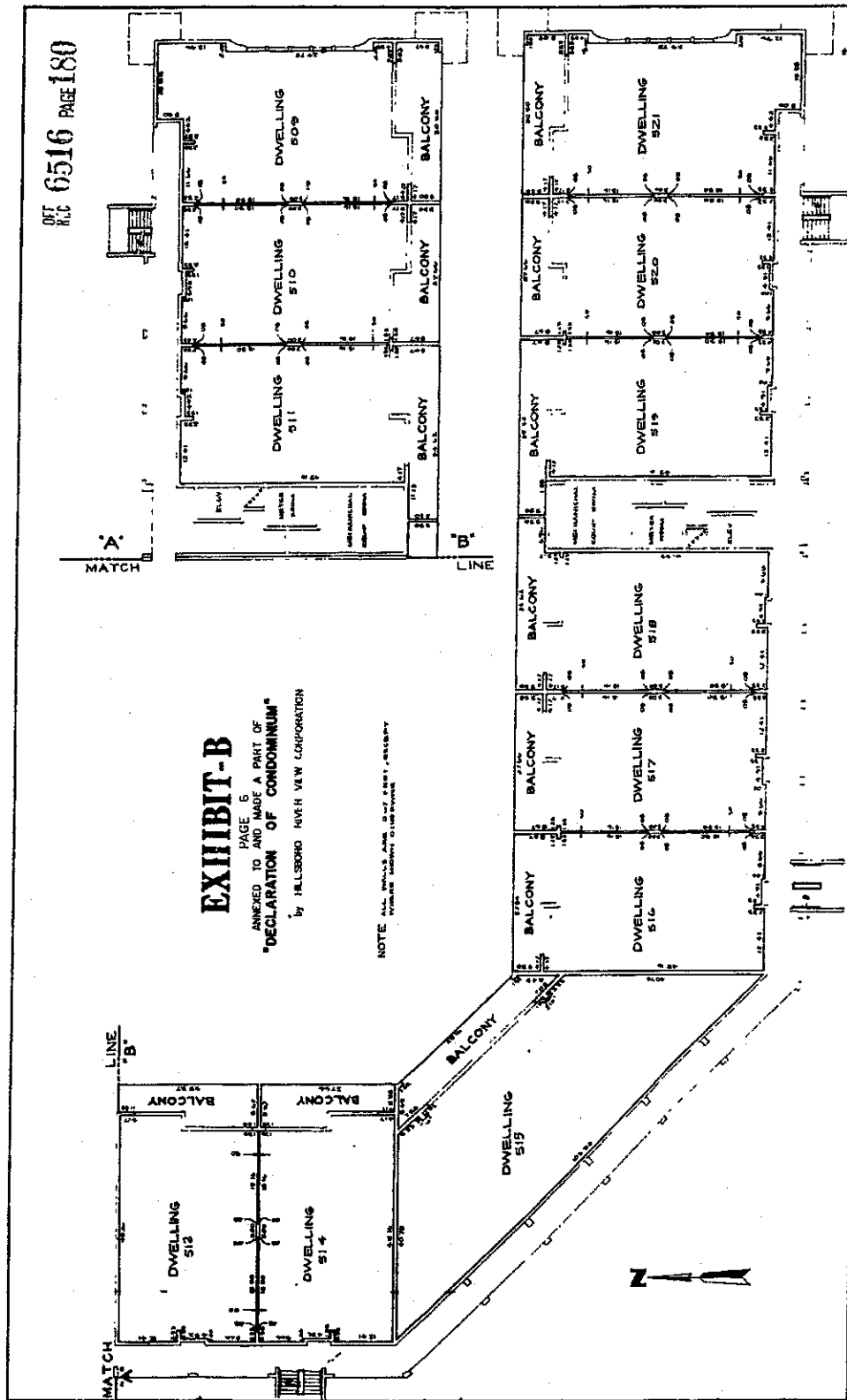
NOTE: ALL DIMENSIONS ARE IN FEET AND INCHES.  
DIMENSIONS MAY VARY SLIGHTLY FROM THOSE SHOWN.

**DAVIS and CRAVEN, Inc.** Civil and Consulting Engineers - Land Surveyors  
ENGINEERING AND SURVEYING FOR PUBLIC AND PRIVATE  
1401 E. BAYVIEW PARK BLVD. - BAYVIEW PARK, FL 33154  
PHONE 361-222-1111

**THIRD FLOOR PLAN**  
**HILLSBORO LANDINGS CONDOMINIUM NO. TWO**  
for HILLSBORO RIVER VIEW CORPORATION

NO.	DATE	REVISION
1	11/17/88	ISSUED FOR PERMIT
2	11/17/88	ISSUED FOR PERMIT
3	11/17/88	ISSUED FOR PERMIT
4	11/17/88	ISSUED FOR PERMIT
5	11/17/88	ISSUED FOR PERMIT
6	11/17/88	ISSUED FOR PERMIT
7	11/17/88	ISSUED FOR PERMIT
8	11/17/88	ISSUED FOR PERMIT
9	11/17/88	ISSUED FOR PERMIT
10	11/17/88	ISSUED FOR PERMIT





OFF 6516 PAGE 180

# EXHIBIT-B

PAGE 6  
ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
by HILLSBORO RIVER VIEW CORPORATION

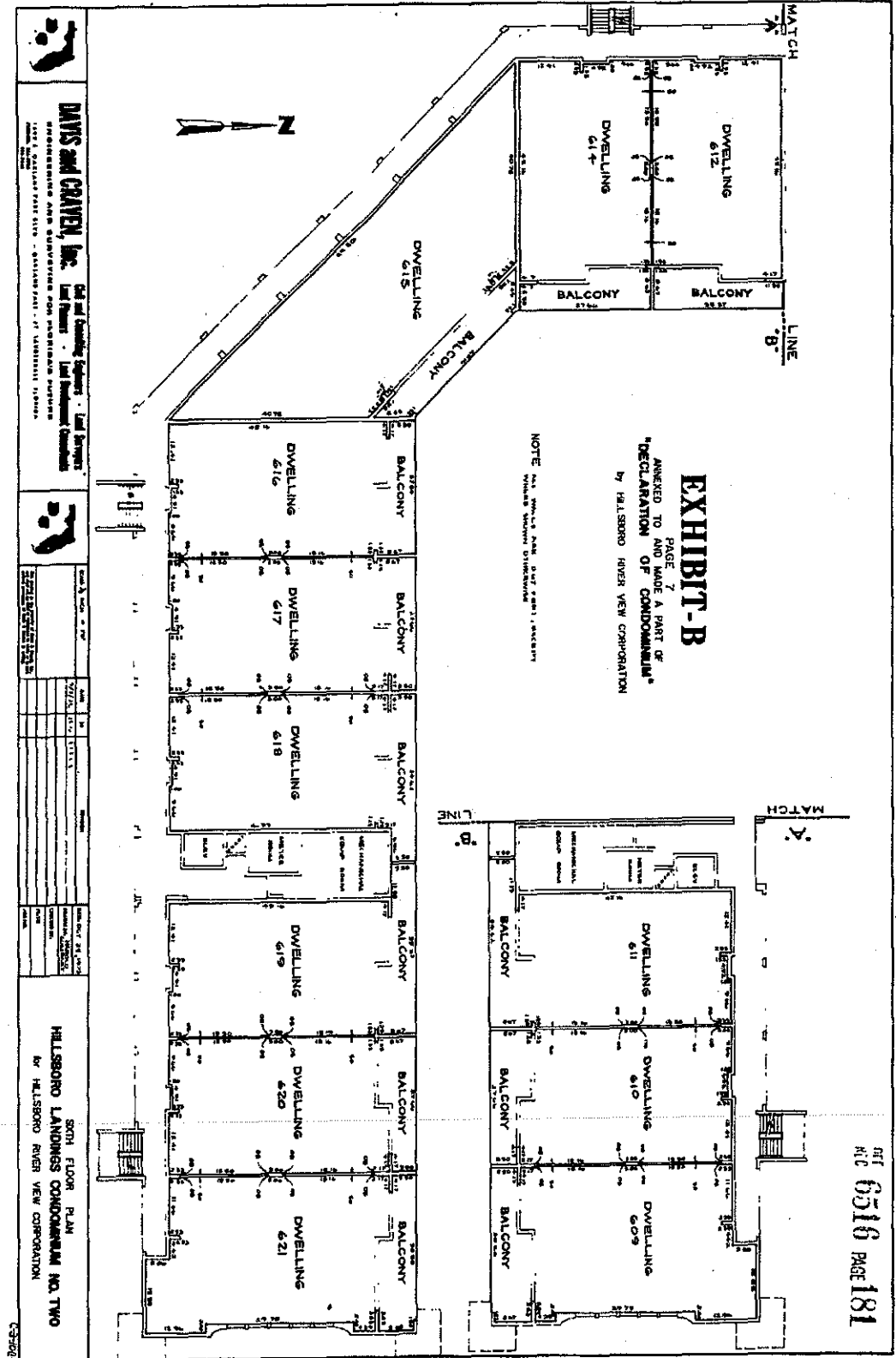
NOTE: ALL DIMENSIONS ARE SHOWN IN FEET AND INCHES.  
DIMENSIONS ARE SHOWN IN FEET AND INCHES.

**DAVIS and CRAVEN, Inc.** Civil and Consulting Engineers - Land Surveyors  
ENGINEERING AND ARCHITECTURE WITH PLANNING DIVISION  
1001 L. SOUTHERN PARKWAY - SUITE 100 - BIRMINGHAM, AL 35202  
PHONE: (205) 325-1111

**FIFTH FLOOR PLAN**  
**HILLSBORO LANDINGS CONDOMINIUM NO. TWO**  
BY HILLSBORO RIVER VIEW CORPORATION

NO.	DATE	REVISION	BY	CHKD.
1	11/11/88	1	J. DAVIS	J. DAVIS
2	11/11/88	2	J. DAVIS	J. DAVIS
3	11/11/88	3	J. DAVIS	J. DAVIS
4	11/11/88	4	J. DAVIS	J. DAVIS
5	11/11/88	5	J. DAVIS	J. DAVIS
6	11/11/88	6	J. DAVIS	J. DAVIS
7	11/11/88	7	J. DAVIS	J. DAVIS
8	11/11/88	8	J. DAVIS	J. DAVIS
9	11/11/88	9	J. DAVIS	J. DAVIS
10	11/11/88	10	J. DAVIS	J. DAVIS
11	11/11/88	11	J. DAVIS	J. DAVIS
12	11/11/88	12	J. DAVIS	J. DAVIS
13	11/11/88	13	J. DAVIS	J. DAVIS
14	11/11/88	14	J. DAVIS	J. DAVIS
15	11/11/88	15	J. DAVIS	J. DAVIS
16	11/11/88	16	J. DAVIS	J. DAVIS
17	11/11/88	17	J. DAVIS	J. DAVIS
18	11/11/88	18	J. DAVIS	J. DAVIS
19	11/11/88	19	J. DAVIS	J. DAVIS
20	11/11/88	20	J. DAVIS	J. DAVIS
21	11/11/88	21	J. DAVIS	J. DAVIS
22	11/11/88	22	J. DAVIS	J. DAVIS
23	11/11/88	23	J. DAVIS	J. DAVIS
24	11/11/88	24	J. DAVIS	J. DAVIS
25	11/11/88	25	J. DAVIS	J. DAVIS
26	11/11/88	26	J. DAVIS	J. DAVIS
27	11/11/88	27	J. DAVIS	J. DAVIS
28	11/11/88	28	J. DAVIS	J. DAVIS
29	11/11/88	29	J. DAVIS	J. DAVIS
30	11/11/88	30	J. DAVIS	J. DAVIS
31	11/11/88	31	J. DAVIS	J. DAVIS
32	11/11/88	32	J. DAVIS	J. DAVIS
33	11/11/88	33	J. DAVIS	J. DAVIS
34	11/11/88	34	J. DAVIS	J. DAVIS
35	11/11/88	35	J. DAVIS	J. DAVIS
36	11/11/88	36	J. DAVIS	J. DAVIS
37	11/11/88	37	J. DAVIS	J. DAVIS
38	11/11/88	38	J. DAVIS	J. DAVIS
39	11/11/88	39	J. DAVIS	J. DAVIS
40	11/11/88	40	J. DAVIS	J. DAVIS
41	11/11/88	41	J. DAVIS	J. DAVIS
42	11/11/88	42	J. DAVIS	J. DAVIS
43	11/11/88	43	J. DAVIS	J. DAVIS
44	11/11/88	44	J. DAVIS	J. DAVIS
45	11/11/88	45	J. DAVIS	J. DAVIS
46	11/11/88	46	J. DAVIS	J. DAVIS
47	11/11/88	47	J. DAVIS	J. DAVIS
48	11/11/88	48	J. DAVIS	J. DAVIS
49	11/11/88	49	J. DAVIS	J. DAVIS
50	11/11/88	50	J. DAVIS	J. DAVIS
51	11/11/88	51	J. DAVIS	J. DAVIS
52	11/11/88	52	J. DAVIS	J. DAVIS
53	11/11/88	53	J. DAVIS	J. DAVIS
54	11/11/88	54	J. DAVIS	J. DAVIS
55	11/11/88	55	J. DAVIS	J. DAVIS
56	11/11/88	56	J. DAVIS	J. DAVIS
57	11/11/88	57	J. DAVIS	J. DAVIS
58	11/11/88	58	J. DAVIS	J. DAVIS
59	11/11/88	59	J. DAVIS	J. DAVIS
60	11/11/88	60	J. DAVIS	J. DAVIS
61	11/11/88	61	J. DAVIS	J. DAVIS
62	11/11/88	62	J. DAVIS	J. DAVIS
63	11/11/88	63	J. DAVIS	J. DAVIS
64	11/11/88	64	J. DAVIS	J. DAVIS
65	11/11/88	65	J. DAVIS	J. DAVIS
66	11/11/88	66	J. DAVIS	J. DAVIS
67	11/11/88	67	J. DAVIS	J. DAVIS
68	11/11/88	68	J. DAVIS	J. DAVIS
69	11/11/88	69	J. DAVIS	J. DAVIS
70	11/11/88	70	J. DAVIS	J. DAVIS
71	11/11/88	71	J. DAVIS	J. DAVIS
72	11/11/88	72	J. DAVIS	J. DAVIS
73	11/11/88	73	J. DAVIS	J. DAVIS
74	11/11/88	74	J. DAVIS	J. DAVIS
75	11/11/88	75	J. DAVIS	J. DAVIS
76	11/11/88	76	J. DAVIS	J. DAVIS
77	11/11/88	77	J. DAVIS	J. DAVIS
78	11/11/88	78	J. DAVIS	J. DAVIS
79	11/11/88	79	J. DAVIS	J. DAVIS
80	11/11/88	80	J. DAVIS	J. DAVIS
81	11/11/88	81	J. DAVIS	J. DAVIS
82	11/11/88	82	J. DAVIS	J. DAVIS
83	11/11/88	83	J. DAVIS	J. DAVIS
84	11/11/88	84	J. DAVIS	J. DAVIS
85	11/11/88	85	J. DAVIS	J. DAVIS
86	11/11/88	86	J. DAVIS	J. DAVIS
87	11/11/88	87	J. DAVIS	J. DAVIS
88	11/11/88	88	J. DAVIS	J. DAVIS
89	11/11/88	89	J. DAVIS	J. DAVIS
90	11/11/88	90	J. DAVIS	J. DAVIS
91	11/11/88	91	J. DAVIS	J. DAVIS
92	11/11/88	92	J. DAVIS	J. DAVIS
93	11/11/88	93	J. DAVIS	J. DAVIS
94	11/11/88	94	J. DAVIS	J. DAVIS
95	11/11/88	95	J. DAVIS	J. DAVIS
96	11/11/88	96	J. DAVIS	J. DAVIS
97	11/11/88	97	J. DAVIS	J. DAVIS
98	11/11/88	98	J. DAVIS	J. DAVIS
99	11/11/88	99	J. DAVIS	J. DAVIS
100	11/11/88	100	J. DAVIS	J. DAVIS



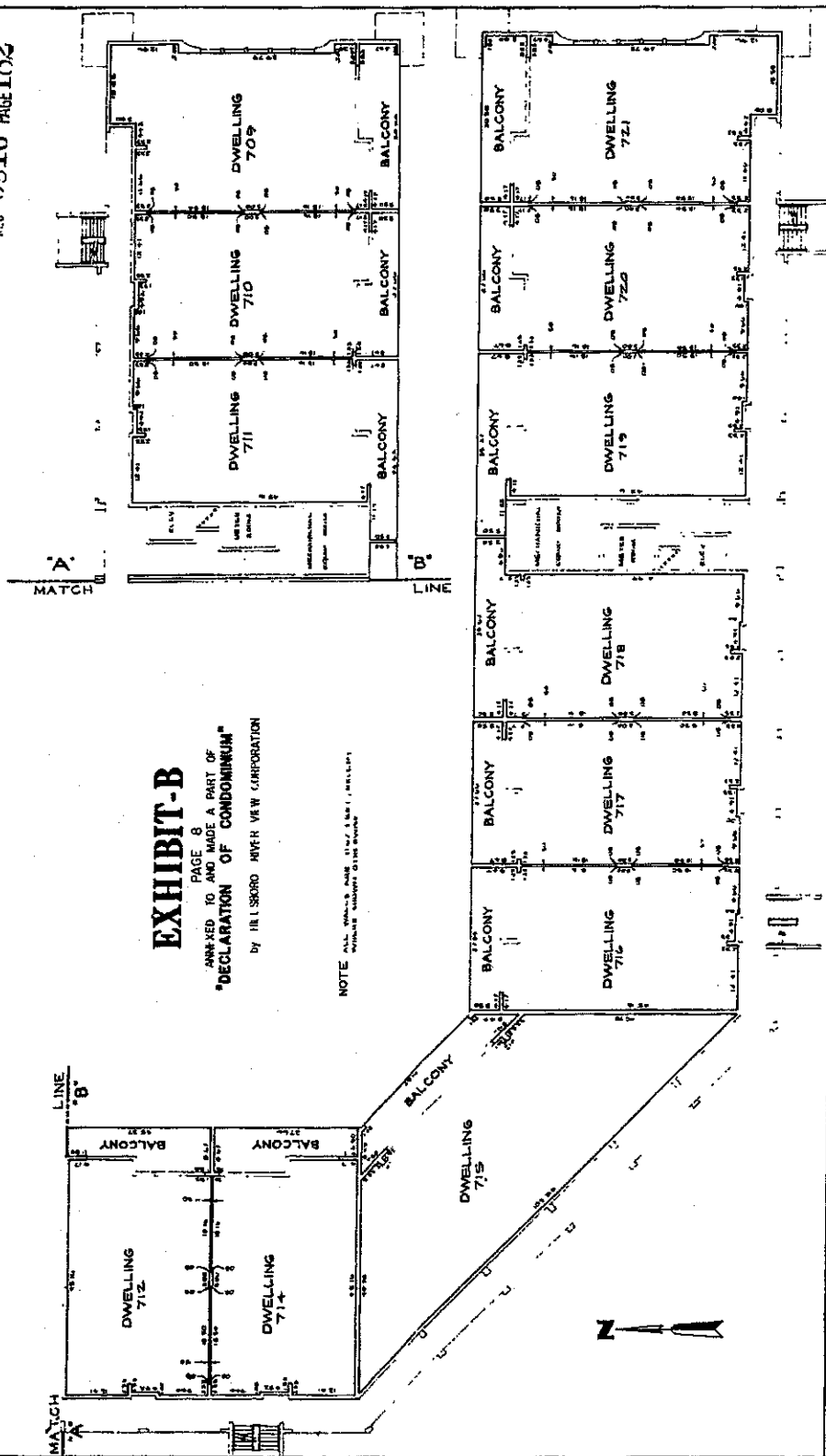


6516 PAGE 182

# EXHIBIT-B

PAGE 8  
ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
By HILLSBORO RIVER VIEW CORPORATION

NOTE: ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.  
UNLESS OTHERWISE SPECIFIED.

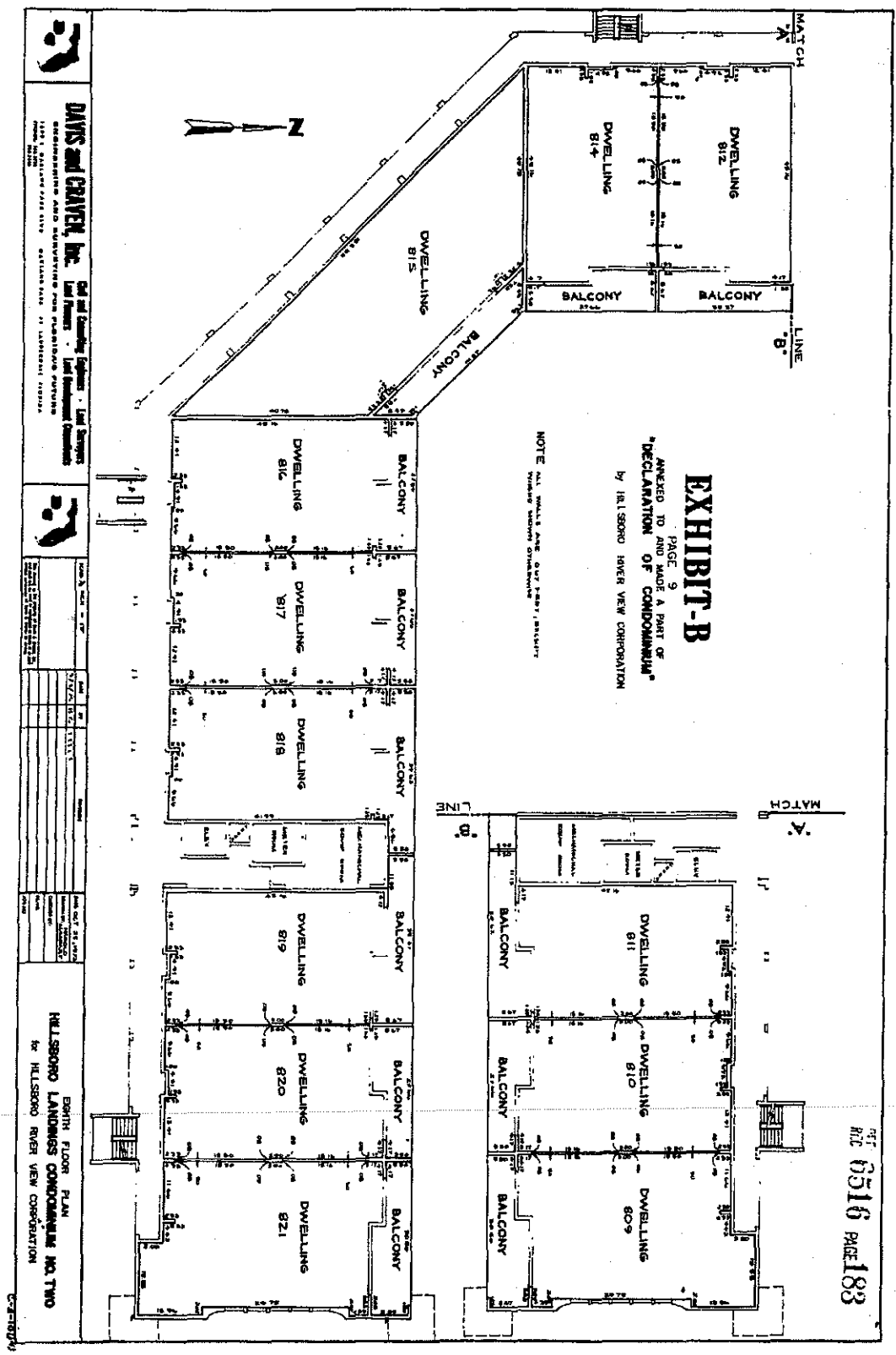


**DAVIS and CRAVEN, Inc.**  
Civil and Consulting Engineers - Land Surveyors  
Engineering and Surveying for Professional Firms  
1001 N. W. 10th Avenue, Suite 1000, Fort Lauderdale, Florida 33304  
Phone: (305) 555-1234

**SEVENTH FLOOR PLAN**  
**HILLSBORO LANDINGS CONDOMINIUM NO. TWO**  
for HILLSBORO RIVER VIEW CORPORATION

NO.	DATE	REVISION
1	10/1/82	ISSUED FOR PERMIT
2	10/1/82	REVISED PER COMMENTS
3	10/1/82	REVISED PER COMMENTS
4	10/1/82	REVISED PER COMMENTS
5	10/1/82	REVISED PER COMMENTS
6	10/1/82	REVISED PER COMMENTS
7	10/1/82	REVISED PER COMMENTS
8	10/1/82	REVISED PER COMMENTS
9	10/1/82	REVISED PER COMMENTS
10	10/1/82	REVISED PER COMMENTS

C-2-K(3)



DESCRIPTION: INGRESS AND EGRESS EASEMENT - HILLSBORO  
LANDINGS CONDOMINIUM TWO

A 22-Foot Ingress and Egress Easement over and across the following described lands:

A portion of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 5, Township 48 South, Range 43 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the North Half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 5; thence N 02° 01' 27" W, along the West line of said North Half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), a distance of 170.56 feet to a point on the North Right-of-Way line of Old Hillsboro Avenue (A 30-foot road Right-of-Way); thence S 89° 18' 03" W, a distance of 27.56 feet; thence N 82° 01' 28" W, along the aforementioned North Right-of-Way line of said Old Hillsboro Avenue, a distance of 145.87 feet to the Point of Beginning of this Description; thence N 82° 01' 28" W, along the last described course, a distance of 22.04 feet; thence N 11° 11' 48" E, a distance of 78.60 feet; thence N 25° 38' 03" E, a distance of 383.00 feet; thence S 61° 44' 15" E, a distance of 50.00 feet; thence S 25° 38' 03" W, a distance of 22.02 feet; thence N 61° 44' 15" W, a distance of 27.98 feet; thence S 25° 38' 03" W, a distance of 357.18 feet; thence S 11° 11' 48" W, a distance of 74.58 feet to the Point of Beginning.

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

3/3/75  
GBD

EXHIBIT C  
TO DECLARATION OF CONDOMINIUM OF  
HILLSBORO LANDINGS CONDOMINIUM, NO. TWO

OFF  
REC 6516  
PAGE 184

EXHIBIT D

To

Declaration of Condominium

Percentage of Ownership of Common Elements  
(Expressed Per Unit)

<u>APARTMENT DESIGNATION</u>	<u>PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS</u>
110, 112, 114, 116, 117, 119, 120, 210, 211, 212, 214, 216, 217, 218, 219, 220, 310, 311, 312, 314, 316, 317, 318, 319, 320, 410, 411, 412, 414, 416, 417, 418, 419, 420, 510, 511, 512, 514, 516, 517, 518, 519, 520, 610, 611, 612, 614, 616, 617, 618, 619, 620, 710, 711, 712, 714, 716, 717, 718, 719, 720, 810, 811, 812, 814, 816, 817, 818, 819, 820	.99% (.0099) per unit
109, 121, 209, 221, 309, 321, 409, 421, 509, 521, 609, 621, 709, 721, 809, 821	1.20% (.0120) per unit
111, 118	.59% (.0059) per unit
315, 415, 515, 615, 715, 815	1.72% (.0172) per unit

FILED  
JUL 6 1965  
PAGE 185

EXHIBIT E  
OF  
THE DELCARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION OF  
HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

SEE 6516 PAGE 186

# STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION OF

HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

filed in this office on the 13th day of March

19 75

Charter Number: NP# 732149

GIVEN under my hand and the Great

Seal of the State of Florida, at

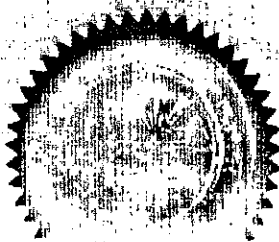
Tallahassee, the Capital, this the

13th day of March

19 75

*Bruce A. Shotton*

SECRETARY OF STATE



Corp- 94  
Revised 1-20-78

REC 6516  
PAGE 187

HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

\*\*\*\*\*

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be: HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC., which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

Purpose

The purposes and objects of the Association shall be to administer the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida and pursuant to the development plans set forth in the Declaration of Condominium, upon or within the property in Broward County, Florida, legally described upon Exhibit A attached hereto and made a part hereof which entire area is hereinafter referred to as HILLSBORO LANDINGS CONDOMINIUM, NO. TWO and to undertake the performance of the acts and duties incident to the administration of the operation of management of said condominium in accordance with the terms, provisions, conditions, and authorizations contained in the formal declaration of condominium which shall be recorded in the Public Records of Broward County, Florida, at the time that said property and the improvements now or hereafter situate thereon is submitted to 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, and further, to foster a fine residential community throughout the area of the development.

ARTICLE III

Powers

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and any attendant Declaration of Condominium, and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including but not limited to the following:

- (a) To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements and condominium property as said terms may be defined in the Declaration of Condominium to be recorded.
- (b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the condominium and the Association.
- (c) To use the proceeds of assessments in the exercise of its powers and duties.

FILED  
MAR 13 4 10 PM '77  
SECRETARY OF STATE  
MIAMI, FLORIDA

REC 6516 PAGE 188



- (d) To undertake the maintenance, repair, replacement and operation of the condominium known as HILLSBORO LANDINGS CONDOMINIUM, NO. TWO and the properties of the condominium or property leased by the Association for the benefit of its members.
- (e) To purchase insurance upon the properties of the condominium and insurance for the protection of the Association and its members.
- (f) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium properties.
- (g) To make reasonable rules and regulations respecting the use of the properties of the condominium.
- (h) To approve or disapprove the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- (i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association and the rules and regulations for the use of the properties of the condominium.
- (j) To contract for the management of the condominium properties, and to delegate all management powers and duties to a qualified person, firm or corporation, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or of the membership of the Association.
- (k) To contract for the management and operation of portions of the common elements susceptible to separate management and operation, and to lease the same.
- (l) To employ personnel necessary to perform the services required for proper operation of the condominium and the Association.
- (m) To enter into, as lessee, leases for property to be used as recreational facilities and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, rental and operation of the land and improvements thereon.
- (n) To acquire and/or sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to the land of the condominium, all to be for the use or benefit of the members of the Association. This shall include but not be limited to leases for recreational and community facilities.

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

4. The Association shall make no distribution of income (in the form of dividends) to its members, directors or officers.

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

#### ARTICLE IV

##### Members

1. The members of the Association shall consist of all of the record owners of apartments in the buildings of the condominium known as HILLSBORO LANDINGS CONDOMINIUM, NO. TWO.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a condominium deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument; and owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall thereby be simultaneously terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated and/or transferred in any manner except as an appurtenance to his or her apartment.

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each apartment owned by them. The exact manner of exercising voting rights when there are two or more owners of one apartment shall be determined by the By-Laws of the Association.

#### ARTICLE V

##### Directors

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but shall be not less than three in number. In the absence of a determination as to the number of members, the Board of Directors shall consist of three directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of the Directors by the membership of the Association shall not be held until 15% or more of the units that will be operated ultimately by the Association have been conveyed to Purchasers other than the Developer, or until the Developer shall voluntarily call an election, whichever shall first occur. At such time as 15% or more of the units that will be operated ultimately by the Association have been conveyed to Purchasers other than the Developer, the unit owners shall be entitled to elect 1/3 of the Board of Directors of the Association. Thereafter, the unit owners, other than the Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors three years after sales by the Developer have been closed of 75% of the units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of 90% of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur; provided, however, that the Developer shall be entitled to elect not less than one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any units subject to the control of the Association.

4. The Directors herein named shall serve until the first election of Directors by Association members, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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

<u>Name</u>	<u>Address</u>
George C. Donzella	3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306
David A. Blanchard	3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306
Kathleen Parkinson	3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306

## ARTICLE VI

### Officers

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the Developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>Name and Address</u>	<u>Office</u>
George C. Donzella 3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306	President
Kathleen Parkinson 3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306	Vice-President
David A. Blanchard 3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306	Secretary-Treasurer

## ARTICLE VII

### Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding 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 Association, 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 a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interests of the Association. 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 VIII

### By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the following manner:

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. By not less than eight (80%) percent of the votes of the entire membership of the Association; or

3. By all of the directors, until the first election of directors.

## ARTICLE IX

### Amendments

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

1. 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.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting.

(a) Such approval must be by not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(b) By not less than eighty (80%) percent of the votes of the entire membership of the Association.

3. No amendment shall make any changes in the qualifications for membership or in voting rights of members, or any change in Paragraphs 3 and/or 4 of Article III hereof, without approval in writing by all members of the Association.

4. A copy of each amendment to the Articles of Incorporation, as approved, shall be accepted and certified by the Secretary of State and recorded in the Public Records of Broward County, Florida.

5. Notwithstanding the foregoing provisions of this Article IX, until Developer has relinquished control of the Association, as hereinabove provided, no amendment of these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.

## ARTICLE X

### Term

This Association shall have perpetual existence.

## ARTICLE XI

### Developer

Wherever referred to herein, the term "Developer" shall mean HILLSBORO RIVER VIEW CORP., a Florida corporation, its successors or assigns.

## ARTICLE XII

### Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
George C. Donzella	3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306
David A. Blanchard	3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306
Kathleen Parkinson	3471 North Federal Highway, Suite 600 Fort Lauderdale, Florida 33306

ARTICLE XIII

Resident Agent

The initial Resident Agent of the Association shall be DAVID A. BLANCHARD whose address is 3471 North Federal Highway, Suite 600, Fort Lauderdale, Florida 33306.

ARTICLE XIV

Initial Address

The initial address of the Association shall be 1629 Riverview Road, Deerfield Beach, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 12th day of March, 1975.

George C. Donzella (LS)  
GEORGE C. DONZELLA  
David A. Blanchard (LS)  
DAVID A. BLANCHARD  
Kathleen Parkinson (LS)  
KATHLEEN PARKINSON

STATE OF FLORIDA

COUNTY OF BROWARD

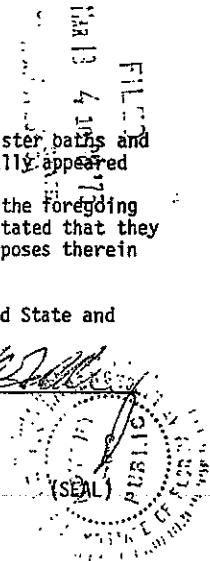
Before me, the undersigned officer duly authorized to administer oaths and take acknowledgements in the State of Florida on this day personally appeared GEORGE C. DONZELLA, DAVID A. BLANCHARD and KATHLEEN PARKINSON being all of the subscribers of the Articles of Incorporation of the foregoing Association, who, after being duly sworn by me, upon their oath stated that they have executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS, my hand and official seal at Fort Lauderdale in said State and County on this 12th day of March, 1975.

James M. Doherty  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: AUGUST 29, 1976



REC 6516 PAGE 193

DESCRIPTION: CONDOMINIUM PROPERTY

A portion of the NW $\frac{1}{4}$  of Section 5, Township 48 South, Range 43 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, a distance of 27.56 feet; thence N 82°01'28" W, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 476.92 feet; thence S 61°44'15" E, a distance of 309.43 feet; thence S 25°38'03" W, a distance of 179.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.00 feet; thence S 25°38'03" W, a distance of 20.00 feet; thence S 64°21'57" E, a distance of 120.00 feet; thence S 25°38'03" W, a distance of 38.0 feet to a point on the North Right-of-Way line of said Hillsboro Avenue; thence S 89°18'03" W, a distance of 264.15 feet to the Point of Beginning. LESS AND EXCEPT the following described parcel:

Commencing at the Southwest corner of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to a point on the North Right-of-Way line of Old Hillsboro Avenue, (a 30-foot Right-of-Way) thence N 89°18'03" E, along said Right-of-Way line, a distance of 264.15 feet; thence N 25°38'03" E, a distance of 38.0 feet; thence N 64°21'57" W, a distance of 120.00 feet; thence N 25°38'03" E, a distance of 13.79 feet to the Point of Beginning of this Description; thence N 64°21'57" W, a distance of 8.03 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 183.46 feet; thence N 19°21'57" W, a distance of 30.50 feet; thence N 25°38'03" E, a distance of 154.99 feet; thence S 64°21'57" E, a distance of 5.0 feet; thence N 25°38'03" E, a distance of 12.0 feet; thence N 64°21'57" W, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 45.05 feet; thence N 25°38'03" E, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 6.0 feet; thence N 25°38'03" E, a distance of 41.15 feet; thence S 61°44'15" E, a distance of 230.40 feet; thence S 25°38'03" W, a distance of 178.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 6.21 feet to the Point of Beginning.

AND, ALSO, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southwest corner of the N $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5; thence N 02°01'27" W, along the West line of said North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, along the said North Right-of-Way line, a distance of 27.56 feet; thence N 82°01'28" W, along the said North Right-of-Way line, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 10.49 feet; thence S 82°01'28" E, parallel with and 10.0 feet North of the North Right-of-Way line of the aforementioned Old Hillsboro Avenue, a distance of 214.97 feet; thence N 89°18'03" E, parallel with and 10.0 feet North of the aforementioned North Right-of-Way line, a distance of 295.90 feet; thence S 25°38'03" W, a distance of 11.16 feet; thence S 89°18'03" W, along the aforementioned North Right-of-Way line, a distance of 264.15 feet to the Point of Beginning.

EXHIBIT A

OF

ARTICLES OF INCORPORATION OF  
HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

RECEIVED  
6516  
PAGE 194

EXHIBIT F  
OF  
DECLARATION OF CONDOMINIUM

---

BY-LAWS OF  
HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

6516  
REC-195

BY-LAWS OF

HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

A corporation not for profit under  
the laws of the State of Florida

1. Identity. These are the By-Laws of HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC. herein called the Association, 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 on the 13th day of March, 1975. The Association has been organized for the purpose of administering the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the development plans set forth in the Declaration of Condominium upon the property described upon Exhibit A, attached hereto and made a part hereof, which entire area comprises and shall hereinafter be referred to as HILLSBORO LANDINGS CONDOMINIUM, NO. TWO.

1.1 The office of the Association shall be at 1629 Riverview Road Deerfield Beach, Florida, or at such other place or places as the Board of Directors may determine from time to time.

1.2 The fiscal year shall be the calendar year.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words, "corporation not for profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, or otherwise reproduced upon any instrument or document executed in the name of the Association.

2. Membership and Members' Meetings.

2.1 Qualification. The members of the Association shall consist of all of the record owners of apartments in the condominium known as HILLSBORO LANDINGS CONDOMINIUM, NO. TWO and such membership shall become effective immediately upon a party becoming a record title owner of an apartment in the condominium to be established on the real property described upon Exhibit A, attached hereto and made a part hereof.

2.2 Change of Membership. After receiving approval of the Association as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to an apartment within the condominium and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby and simultaneously be terminated.

2.3 The annual members' meeting shall be held at the office of the Association at 8:00 p.m. Eastern Standard Time, on the first Wednesday in March of each year for the purpose of electing directors and transacting any other business; provided, that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.4 Special members' meetings shall be held at the office of the Association whenever called by the President or Vice-President or by a majority of the Board of Directors, and/or by members entitled to cast one-third of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

2.5 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than 14 days, or more



than 60 days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association and the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.6 A quorum at members' meetings shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

#### 2.7 Voting.

1. In any meeting of members, the owners of apartments shall be entitled to cast one vote for each apartment so owned.

2. If an apartment is owned by one person his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment, according to the roster of unit owners and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the President or Vice-President of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

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

2.9 Adjourned meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.10 At meetings of the membership, the President shall preside, or in his absence, the Vice-President shall preside, or in the absence of both, the membership shall select a chairman.

2.11 The order of business at annual members' meetings shall be:

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

ET 6516 PGE197

2.12 Proviso: Provided, however, that until the Developer of the condominiums has completed all of the contemplated improvements and closed sales of all of the apartments of the Condominiums, or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by the Board of Directors.

### 3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Three (3) directors initially which number shall remain the same until the Developer has relinquished control as hereinafter provided for and the first election for members of the Board is held thereafter.

2. Five (5) directors to be elected at the first election of directors described in the preceding paragraph.

3. The number of directors shall remain at five (5) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six months prior to the time for the election of the Board of Directors.

3.2 Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided. Other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies resulting from the removal of a director or directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

5. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that at such time as 15% or more of the units that will be operated ultimately by the Association have been conveyed to Purchasers other than the Developer, the unit owners shall be entitled to elect 1/3 of the Board of Directors of the Association. Thereafter, the unit owners, other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors three years after sales by the Developer have been closed of 75% of the units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of 90% of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur; provided, further, that the Developer shall be entitled to elect not less than one member of the Board of Directors of the Association, as long as the Developer holds for sale in the ordinary course of business any units subject to the control of the Association.

3.3 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

RE 6516 REC 198

3.4 The organizational meeting of a newly-elected board of directors shall be held within ten (10) days after their election at such place and time 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.

3.5 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. Notice of regular meetings shall be given to each director personally or by mail or by telephone or telegraph at least three days prior to the day named for such meeting.

3.6 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 of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. 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.

3.8 A quorum at directors' meetings shall consist of a majority of the Board of Directors. The acts approved by a majority of the those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors shall designate one of their number to preside.

3.12 The order of business at directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

3.13 Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors.

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium, the Articles of Incorporation and these By-Laws.

1. To purchase insurance upon the properties of the condominium and insurance for the protection of the Association and its members.
2. To contract for management of the Condominium and to delegate to the contractor all power and duties of the Association except such as are

ET 6516 PAGE 199

specifically required by the Declaration of Condominium or these By-Laws to have approval by the Board of Directors or the members of the Association.

3. To acquire and enter into agreement whereby it acquires leaseholds, memberships and other possessory or use interests in lands, or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners, and to declare expenses in connection therewith to be common expenses.

4. To pay all costs of power, gas, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate private apartments.

5. 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 use of the properties of the condominium.

6. To approve or disapprove proposed purchasers and lessees of apartments in the manner specified in the Declaration of Condominium.

4.2 The Board of Directors shall adopt such rules and regulations relative to the condominium as they shall deem necessary and proper from time to time; provided, however, that the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control of the Association as provided for in the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

4.3 The undertakings, leases and contracts authorized by the initial Board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with the Developer, or the lessor of the recreational facilities, or other entities doing business with the Association.

#### 5. Officers.

5.1 The executive officers of the corporation 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 may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. 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.

5.2 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 deem appropriate to assist in the conduct of the affairs of the Association.

5.3 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 assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members and said minutes shall be made available for inspection by unit owners and board members at all reasonable times. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

ET 6516  
Pg 230

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members 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.

6. 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:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include, but not be limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

5. The Board of Directors, upon a two-thirds vote of its membership shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 Budget. The Board of Directors shall adopt a budget, according to good accounting practices, for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves including but not limited to the following:

1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed

EE 6516 PAGE 201

\$5,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$2,000.00 shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Condominium.

5. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast no less than seventy-five (75%) percent of the votes of the entire membership of the Association.

6. It is further provided, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all apartments of the condominium, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the Developer and the apartments owned by it shall not be subject to assessment as provided for in the Declaration of Condominium, but instead shall be assessed and shall pay to the Association in lieu thereof a sum equal to the actual amount of the actual operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of apartments other than Developer. The initial obligation of the apartment owners other than Developer, until modified by action of the Association, shall be stated in their purchase agreements.

7. Copies of the proposed budget and proposed assessments shall be transmitted to each unit owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. Said meeting shall take place no later than November 20th, preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall deliver of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.3 Assessments for Common Expenses. Assessments against the unit owners for their share of the common expenses shall be made for the calendar year annually in advance on or before the 20th day of December preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal quarterly installments, on the first day of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarters remaining in the assessment year.

6.4 Assessments for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

6.5 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the unit owner and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for emergencies Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice to the unit owners concerned and shall be paid in such a manner as the Board of Directors of the Association may require in the notice of assessment.

6.7 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.

6.8 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.9 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the Directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The termination of membership in the condominium shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

## 7. Rules and Regulations:

7.1 As to common elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the Board of Directors. The initial rules and regulations shall be as set forth upon Exhibit B attached hereto and made a part hereof.

7.2 As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium properties.

## 8. Registers.

8.1 The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

8.2 Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of Thirty-Five (\$35.00) Dollars to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors. The Board of Directors shall have the right to increase or decrease the application fee.

8.3 The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the Association in writing of the pledge, or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration of Condominium, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. Amendments. These By-Laws may be amended in the following manner:

9.1 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.

9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. By not less than eighty (80%) percent of the votes of the entire membership of the Association; or

3. By all of the directors, until the first election of directors.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments, unless the apartment owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

9.5 Developer. Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

11. It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event, the condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said condominium and same shall be paid by the individual condominium parcel owner of the condominium in percentage to his ownership in the common elements as stated in the subject Declaration of Condominium.

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

11.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

11.3 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

11.4 Corporation and Association are used synonymously, and apartment, townhouse and unit are used synonymously herein, and each shall have the meaning given in the Declaration of Condominium to which the By-Laws are an Exhibit.

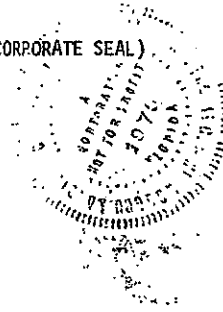


The foregoing was adopted by the By-Laws of HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 9 day of MARCH, 1976.

Don H. Blauvelt  
Secretary

Approved: George C. Donzella  
President

(CORPORATE SEAL)



DESCRIPTION: CONDOMINIUM PROPERTY

A portion of the NW $\frac{1}{4}$  of Section 5, Township 48 South, Range 43 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, a distance of 27.56 feet; thence N 82°01'28" W, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 476.92 feet; thence S 61°44'15" E, a distance of 309.43 feet; thence S 25°38'03" W, a distance of 179.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.00 feet; thence S 25°38'03" W, a distance of 20.00 feet; thence S 64°21'57" E, a distance of 120.00 feet; thence S 25°38'03" W, a distance of 38.0 feet to a point on the North Right-of-Way line of said Hillsboro Avenue; thence S 89°18'03" W, a distance of 264.15 feet to the Point of Beginning. LESS AND EXCEPT the following described parcel:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to a point on the North Right-of-Way line of Old Hillsboro Avenue, (a 30-foot Right-of-Way) thence N 89°18'03" E, along said Right-of-Way line, a distance of 264.15 feet; thence N 25°38'03" E, a distance of 38.0 feet; thence N 64°21'57" W, a distance of 120.00 feet; thence N 25°38'03" E, a distance of 13.79 feet to the Point of Beginning of this Description; thence N 64°21'57" W, a distance of 8.03 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 183.46 feet; thence N 19°21'57" W, a distance of 30.50 feet; thence N 25°38'03" E, a distance of 154.99 feet; thence S 64°21'57" E, a distance of 5.0 feet; thence N 25°38'03" E, a distance of 12.0 feet; thence N 64°21'57" W, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 45.05 feet; thence N 25°38'03" E, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 6.0 feet; thence N 25°38'03" E, a distance of 41.15 feet; thence S 61°44'15" E, a distance of 230.40 feet; thence S 25°38'03" W, a distance of 178.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 6.21 feet to the Point of Beginning.

AND, ALSO, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5; thence N 02°01'27" W, along the West line of said North  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, along the said North Right-of-Way line, a distance of 27.56 feet; thence N 82°01'28" W, along the said North Right-of-Way line, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 10.49 feet; thence S 82°01'28" E, parallel with and 10.0 feet North of the North Right-of-Way line of the aforementioned Old Hillsboro Avenue, a distance of 214.97 feet; thence N 89°18'03" E, parallel with and 10.0 feet North of the aforementioned North Right-of-Way line, a distance of 295.90 feet; thence S 25°38'03" W, a distance of 11.16 feet; thence S 89°18'03" W, along the aforementioned North Right-of-Way line, a distance of 264.15 feet to the Point of Beginning.

EXHIBIT A

TO BY-LAWS OF

HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

RECEIVED  
FEB 20 1966

PAGE 206

INITIAL  
RULES AND REGULATIONS  
CONCERNING COMMON ELEMENTS AND CONDOMINIUM UNITS  
OF

HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED BY THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES, OBEY SAID RULES AND REGULATIONS AND SHALL USE THEIR BEST EFFORTS TO SEE THAT THEY ARE FAITHFULLY OBSERVED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE CONDOMINIUM ASSOCIATION, THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT OR AMEND PREVIOUSLY ADOPTED RULES AND REGULATIONS GOVERNING THE DETAILS OF THE OPERATION, USE, MAINTENANCE, MANAGEMENT AND CONTROL OF THE COMMON ELEMENTS OF THE CONDOMINIUM AND ANY FACILITIES OR SERVICES MADE AVAILABLE TO THE UNIT OWNERS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS AND/OR ANY AMENDMENTS OR ADDITIONS TO THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOKABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE INITIAL RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his condominium living unit or to the common elements without the prior written consent of the Board of Directors and where applicable any mortgagee and/or the lessors of the recreational and community facilities.
2. ANTENNA AND WIRING: No radio, television, or air conditioning installation or other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the building without the consent of the Board of Directors, in writing, is liable to removal, without notice, and at the cost of the unit owner for whose benefit the installation was made.
3. APARTMENT USE: Apartments shall not be used for commercial or professional purposes and shall only be used as single family residences.
4. BALCONIES, TERRACES AND PORCHES: No bathing suits, towels, or clothing shall be hung from the balconies, terraces and/or porches. No mops shall be shaken from the balconies or windows. No loose articles shall be left on balconies and/or porches during the hurricane season.
5. BARBECUES AND OUTDOOR COOKING: No barbecue and/or outdoor cooking shall be permitted on balconies or terraces nor on any other portion of the condominium property except in those areas that may from time to time be designated for such purposes by the Board of Directors. So long as the privilege is not abused and is not offensive to other unit owners, a unit owner may use a barbecue on the lawn area immediately contiguous to his unit. However, after each and every use, the barbecue facilities shall be removed from the lawn area.

EXHIBIT B  
TO BY-LAWS OF  
HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC.

BT 6516 PAGE 207

6. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

7. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or his visiting children. Children are not permitted to play in public areas unless same are designated for recreational purposes. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational and community facilities. Children under nine (9) years of age shall not be allowed in the community facilities (except the pool area) unless accompanied by an adult at all times. Children under twelve (12) years of age shall not be allowed in the pool area unless accompanied by an adult at all times.

8. CLEANLINESS: Each unit owner shall be responsible to keep his living unit in a good state of preservation and cleanliness. Owners shall not allow anything whatsoever to be thrown or fall from the windows, doors, balconies, terraces, and/or porches. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, balconies and/or porches.

9. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board of Directors or to a member of the Board of Directors.

10. CONDUCT: No person in a living unit or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.

11. DAMAGED COMMON ELEMENTS: Damage to common elements, including but not limited to the condominium buildings, landscaped areas and the recreational and community facilities, caused by a unit owner or his guests or invitees shall be the sole responsibility of such unit owner.

12. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

13. EXTERIOR APPEARANCE: No improvement may be constructed upon any part of the exterior of any of the condominium buildings or the condominium lands without the prior written consent of the Board of Directors. The exterior of the living units, including but not limited to balconies and terraces, shall not be painted, decorated or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

14. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any living unit, storage area or common element area, except such as required for normal household use.

15. GUEST OCCUPANCY: Any and all guests of unit owners shall be required to comply with all of the rules and regulations of the condominium and rights and obligations created by the Declaration of Condominium and its exhibits. The Board of Directors reserves the right to limit the number of guests a unit owner may have, limit the number of guests that may use the recreational and community facilities and, in addition, reserves the right to expel guests that fail to comply with applicable requirements.

16. GUNS: No guns shall be permitted to be discharged any place on the condominium properties including the common areas and living units, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, BB guns and sling shots.

6716  
Page 208

17. FOOD AND BEVERAGES: Food and beverages shall only be consumed within living units and in those portions of the recreational and community facilities designated for such purposes.

18. HURRICANE PREPARATIONS: Each unit owner who plans to be absent from his living unit during the hurricane season, must prepare his living unit prior to his departure by:

- A. Installing hurricane shutters where applicable.
- B. Removing all furniture, plants and other objects from his balcony and/or porch.
- C. Designating a responsible firm or individual to care for his living unit should the living unit suffer hurricane damage, and furnish the Board of Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.
- D. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.

19. INSURANCE RATES: No unit owner shall permit or suffer anything to be done or kept in his living unit which will increase the rate of insurance on the condominium property.

20. MOTORCYCLES: Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from the condominium properties any motorcycle or other motor vehicle that causes an abuse of normal noise levels. No motorcycles shall be permitted to be parked in the parking spaces or parking areas or any other portions of the common elements over night. Any damage done to the common elements, including but not limited to the pavement, as a result of motorcycle kick-stands or other use of motorcycles shall be the sole responsibility of the owner of the motorcycle causing such damage.

21. NUISANCES: No unit owner shall make or permit any disturbing noises any place upon the condominium properties by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon, or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio, sound amplifier or other sound equipment, in such manner that same would disturb or annoy other occupants of the condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time, except as same might be considered to be an activity sanctioned by the Board of Directors, which activity shall take place in the recreational and community facilities.

22. PARKING: Parking areas upon the condominium property shall be used only by condominium unit owners, their guests and invitees. Parking areas shall only be used to park private passenger motor vehicles. Unit owners shall only park their motor vehicles within that parking space that has been assigned to them. No unit owner shall park any additional vehicles in those spaces designated for guest parking. No motor vehicle which cannot operate on its own power shall remain on the condominium property for more than 24 hours, and no repair of any motor vehicle shall be made on the condominium property. No trucks, mobile homes, trailers, campers, boats or other vehicles or equipment, other than private passenger vehicles shall be parked or left standing upon the condominium property, except for purposes of loading and unloading. No motor vehicles shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the owner of the condominium unit doing or permitting such act, and/or the owner of the vehicle. The Association may, on a first-come-first-serve basis assign to a unit owner an additional parking space over and above the parking space assigned for the use by said unit owner, in the event the unit owner shall have more than one vehicle.

23. PASSAGEWAYS: Sidewalks, entrance ways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

24. PERSONAL INSURANCES: Although the insurance coverage afforded through the Association in addition to other coverage, provides hazard insurance for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each of the individual condominium unit owner should they be desirous of having such coverage.

25. PERSONAL PROPERTY: The personal property of a unit owner shall be stored within his condominium living unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

26. PETS. No bird or animal shall be kept or harbored in the condominium or any of the condominium units unless the same, in each instance, be expressly permitted in writing by the Board of Directors of the Association, which permission may be conditioned upon such terms as the Board of Directors in its sole discretion deemed to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed to constitute a blanket permission, or permission in any other instance, and any such permission may be revoked, rescinded and/or modified at any time by the Board of Directors. After permission has been granted, the presence of any pet shall be subject to any rules and regulations promulgated from time to time by the Board of Directors and at least those conditions as follows:

A. No pets may be kept, harbored or maintained for any commercial purpose.  
B. No animals other than domestic animals shall at any time be permitted upon the condominium property.

C. In no event shall any pet be permitted in or upon any of the public portions of the condominium property unless carried or leashed and then only in those areas as may from time to time be designated by the Board of Directors.

D. In no event shall any pet be permitted upon or within the recreational facilities, including but not limited to the recreational buildings and the pool area.

E. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other condominium units.

F. Once an original pet which has been granted permission to remain upon the condominium properties, has been permanently removed from the premises or has died, no replacement of said pet shall be made without the prior written permission of the Board of Directors.

G. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, and/or in the event that any pet becomes a nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected, the owner, upon written notice by the Board of Directors shall be required to remove the pet from the condominium property. If the owner fails to remove the pet from the condominium property, the Board of Directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the condominium property, including but not limited to securing an injunction requiring removal of said pet, and the owner of said pet shall in such cases be responsible for court costs and attorneys' fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets.

H. The owner of any pet shall indemnify the Association and each of the condominium unit owners, and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal upon the condominium property.

27. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the individual unit owner.

RE 6516 ME210

28. PLANTINGS: No plantings of whatsoever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board of Directors.

29. RECREATIONAL FACILITIES: The use of the recreational facilities is limited solely to the members of the Association and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the Association. Amended and/or additional rules and regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by the Board of Directors. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.

30. REPAIRS: All repairs, renovations, painting or other maintenance required or permitted to be done by the unit owner shall be accomplished, done or performed only by personnel or firms approved by the Board of Directors.

31. RIGHT TO ENTER IN EMERGENCIES: In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. In order to facilitate entry in the event of any emergency, the owner of each dwelling unit is required to deposit under the control of the Board of Directors, a key to such dwelling. No owner shall alter any lock or install a new lock on any door leading in to the living unit of such owner without the prior consent of the Board of Directors. If such consent is given, the owner shall provide the Board of Directors with a key for their use.

32. ROOF: No person shall be permitted upon the roof of any condominium building without the prior consent of the Board of Directors.

33. SOLICITATIONS: There shall be no solicitation permitted by any persons, anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

34. SERVANTS: Servants and domestic help of the unit owners may not gather, loiter or lounge within or upon the recreational facilities or public areas of the condominium.

35. SERVICE PEOPLE: No unit owner shall permit any service people whether for purposes of maintenance, repair, replacement or improvement to work in living unit, except in cases of emergencies, before 8:00 A.M. or after 9:00 P.M.

36. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of the living unit, or upon any portion or part of the recreational and community facilities or common elements without the prior written consent of the Board of Directors.

37. STORAGE AREAS: No unit owner shall cause any items to be stored other than in that area designated for such purpose as specifically assigned to that unit owner. Each unit owner shall be responsible to keep his storage area clean and free of debris.

EE 6516 PAGE 211

38. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped and placed only in those containers and areas designed for such purpose.

39. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the condominium property, shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h.

40. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, carriages and shopping carts to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property. No bicycles shall be permitted to be ridden within or upon the recreational and community facilities, except in those areas, if any, designated for such purposes.

41. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board of Directors. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a living unit, if affixed to the exterior of a unit, without the prior written consent of the Board of Directors. No clothes line or similar device shall be permitted on any portion of the condominium property, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors.



EXHIBIT G

OF

DECLARATION OF CONDOMINIUM

---

RECREATION AND COMMUNITY FACILITY LEASE

6516 REC213

RECREATION AND COMMUNITY FACILITY LEASE

THIS LEASE, made and entered into this 9 day of MARCH, 1976, by and between HILLSBORO RIVER VIEW CORP., a Florida corporation, hereinafter referred to as Lessor, and HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC., a Florida corporation, not for profit, hereinafter referred to as Lessee:

W I T N E S S E T H :

That in consideration of the covenants and agreements hereinafter mentioned to be performed by the respective parties hereto and the payment of the sums hereinafter designated due by the Lessee in accordance with the provisions of this Lease, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns the real property described upon Exhibit A attached hereto and made a part hereof, (hereinafter referred to as "demised premises"), being and situated in the County of Broward, State of Florida, and further the Lessor by these presents do lease, rent, let and demise that certain personalty described upon Exhibit B, attached hereto and made a part hereof (hereinafter referred to as "personalty"), to have and to hold the described premises unto said Lessee for a term of ninety-nine (99) years, beginning on the date hereof and ending ninety-nine (99) years thereafter unless terminated prior to said date in accordance with the terms and conditions hereof. A survey of the demised premises showing the geographic relationship of the demised premises to the land included in the common elements and common areas is attached hereto and made a part hereof as Exhibit C.

ARTICLE I

Title. Lessor covenants that it owns the above described property in fee simple. Lessee herein assumes and agrees to take subject specifically to, but not limited to, the following:

1. Conditions, restrictions, limitations, and easements of record on date of this Lease and hereafter placed.
2. All zoning ordinances affecting said land, if any.
3. Questions of locations, measurements and survey.
4. All taxes and assessments for the year in which this Lease commences.
5. Mortgages now on record or hereafter placed.

6. That certain long-term lease by and between HILLSBORO RIVER VIEW CORP. as Lessor and HILLSBORO LANDINGS ONE ASSOCIATION as Lessee dated April 25, 1973 and recorded in Official Records Book 5264, Page 840 of the Public Records of Broward County, Florida, together with all amendments thereto.

7. The right of the United States Government or any agencies or departments thereof and the State of Florida or any agencies or departments thereof, to establish harbor, bulkhead or pierhead lines to change or alter any such existing lines or to remove or compel the removal of fill and improvements thereof (including buildings or other structures) from land now or formerly lying below the high water mark of the Hillsboro Canal and further subject to littoral rights, riparian rights, filled in lands and navigational servitudes in favor of the State of Florida, any agencies and/or departments thereof and the United States Government, any agencies or departments thereof.

Lessor further covenants that it owns the personalty described upon Exhibit B, attached hereto and made a part hereof and that same is free and clear from the claim of any party and/or entity other than the Lessor.

ARTICLE II

The Lessee is an association formed to conduct and administer the affairs of condominiums to be erected upon the lands which are described upon Exhibit D attached hereto and made a part hereof.

The Lessor agrees that it has had constructed or it will cause to be constructed upon the demised premises at its own cost, recreational and community facilities, which facilities will be deemed part and parcel of the demised premises. In addition, the Lessor agrees to provide such furnishings and appointments as described upon Exhibit B attached hereto and made a part hereof. Said recreational and community facilities together with the aforementioned items of personalty shall hereinafter

EE  
6516  
PAGE 214

be referred to as Facilities.

### ARTICLE III

**Rental.** The effective term of this Lease shall commence the date hereof; provided, however, that in the event the Recreation and Community Facilities are not completed, the obligation to make rental payments in accordance with the terms and conditions hereof shall commence upon the date of the issuance of a Certificate of Occupancy by the governmental agency having jurisdiction therefor; provided, further, that in the event a certificate of occupancy is issued for other than the whole of the Recreation and Community Facilities demised hereunder, the rental payment due hereunder shall commence upon the issuance of said Certificate of Occupancy but the amount shall be prorated and paid only for the completed facilities in the proportion that the value of the completed facilities bears to the estimated value when completed of all of the Recreation and Community Facilities leased and demised hereunder. Upon the commencement of the term of this Lease, as aforescribed, the Lessee covenants with the Lessor that it will pay to the Lessor or to the designee of the Lessor, at such place as the Lessor may designate in writing from time to time, a sum of money per quarter payable in advance on the first day of January, April, July and October during the term of this Lease, for the use of the demised premises.

(The Lessee shall pay a prorated portion of the rent for any partial quarter during the term of this Lease.) The sum of money payable quarterly to Lessor, as aforescribed, shall be calculated as follows:

1. **Rent.** The quarterly rental shall be determined by multiplying the sum of \$120.00 times the total number of condominium apartment units submitted to the condominium form of ownership within HILLSBORO LANDINGS CONDOMINIUM, NO. TWO. However, said rent shall be adjusted in accordance with the provisions of Article IX of this Lease.

2. **Individual Purchaser's Obligation.** It is acknowledged and hereby agreed that each Purchaser of a condominium apartment unit shall execute a Joinder and Assumption Agreement, whereby the Purchaser joins in the making of the Recreation and Community Facility Lease as fully and with the same force and effect as if said Purchaser had originally executed said Lease. It is, therefore, appropriate that the rental payment obligation of the individual Purchaser be set forth as fully as that of the Lessee Association.

A. **Quarterly Rental (Individual):** The rent shall be \$120.00 per quarter, per unit (being at the rate of \$40.00 per month).

3. Together with the sums as aforesaid, the Lessee covenants and agrees that it shall pay unto the Lessor any sums of monies as and for sales and/or rent tax, as may be imposed upon rentals by the State of Florida or which may be imposed by any other taxing body hereafter.

4. All rent shall be payable in current legal tender of the United States as the same is constituted by law at the time said rent becomes due. If at any time the Lessor shall accept anything other than current legal tender as rent, such fact or such acceptance shall not be construed as varying or modifying such provisions of this Lease as to any subsequently maturing rent or as requiring the Lessor to make similar acceptance of indulgence upon any subsequent occasion.

5. It is agreed between the parties that it is their intention and the intention of this agreement that the Lessor has no obligations with respect to the demised premises and that this be a net lease to the Lessor.

6. The Lessor reserves the right at any time or times during the term of this Lease to require that each of the apartment owners responsible for payment under this Lease make same either directly to the Lessor or to any designee of the Lessor. This right and the exercise thereof may be made at any time or times during the term hereof and further, the Lessor reserves the right, after such exercise, to return the obligation of collection of rents from the individual apartment owners to the Lessee Association.

7. The parties hereto agree that any expenses incurred in connection with the collection of rental payments, whether from the Lessee Association or the individual apartment owners, shall be borne by the Lessee.

### ARTICLE IV

**Use of Premises.** It is understood and agreed between the parties hereto that the demised premises, during the continuance of this Lease, may be used and occupied

only for recreational purposes and at all times shall be subject to the rules and regulations promulgated by Lessee Association for the benefit of its members.

The following uses of the demised premises are prohibited:

1. Secret Societies. Activities of every nature, and description of any group, club, society, fraternity, association or corporation whose membership, activities or functions are secret or so intended.
2. Political Activity. Partisan political activity relative to public office or public affairs of every nature and description, including by way of illustration activities for or against any incumbent or candidate for public office. Nothing herein shall be construed as a limitation upon non-partisan political activities such as "town hall" meetings and panel discussions.
3. Preferential Use. All uses designed, calculated, intended or likely to result in the deprivation of any member of the Lessee Association as to his right to use, occupy and enjoy the demised premises.

#### ARTICLE V

Maintenance of Premises. Lessee has the obligation to maintain the leased premises in good order, condition and repair. Lessor has no obligation whatever to maintain the leased premises or any of the improvements thereon. Lessee agrees to permit no waste, damage or injury to said premises. At the expiration of the Lease created hereunder, Lessee shall surrender the premises in good condition, reasonable wear and tear excepted. Lessor agrees that the building, the electrical system, water systems, fixtures, equipment and all items of personalty within and upon the leased premises shall be under the full control of the Lessee or its agents, and that all operation, upkeep, repairs and replacement of such items shall be done by and at Lessee's expense. Lessee further agrees that it shall provide, at its expense, any and all utility services required or necessary in the operation of the demised premises. The Lessee shall not change the design, color, materials or appearance of the improvements now or hereafter placed upon the demised premises, any of the furniture, furnishings, fixtures, machinery or equipment contained therein, without the Lessor's prior written approval.

#### ARTICLE VI

##### Lien of Lessor.

1. For the purpose of securing unto the Lessor the payment of rent, and for the purpose of securing the performance of every and all of the covenants of the Lessee herein made for the use and benefit of the Lessor, the Lessee does hereby grant unto the Lessor a continuing first lien paramount and superior to all others upon the assets and upon the personal property of Lessee.

2. A. In order to further secure the payment of all monies due and to become due hereunder, the Lessor shall have a lien on each condominium parcel, as defined by Chapter 711, Florida Statutes, the same being the Condominium Act, for any unpaid portion of any assessment made by the Lessee for the purpose of permitting the Lessee to pay the rental, taxes and any and all other obligations accruing under this Lease on the property subject to this lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a Claim of Lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only the unpaid portion of assessments which are due and payable to the Lessor when the Claim of Lien is recorded. Upon full payment, the owner of the condominium parcel and the Lessee shall be entitled to a recordable Satisfaction of Lien. Such lien may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property; provided that, in the event of such foreclosure, the Lessee or any condominium parcel owner against whom the foreclosure may be brought, may interpose any defenses, legal or equitable, that it and/or he may have with respect to the Lessor's obligations under this Lease. In any such foreclosure, the owner of a condominium parcel shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same.

SEE 6516 PAGE 216

B. The lien herein granted shall accrue against each apartment unit severally and may be enforced against only those apartment units whose owners have not paid the rent or the pro rata share of the other obligations attributable to such units. The lien hereby created is an extension of the lien granted to the Lessor under the provisions of Number 2 above, and shall be of the same dignity and priority as said lien, except that said lien shall apply to and be enforceable against the apartment units severally as herein provided.

C. The parties understand and agree that the Lessor's lien as provided for herein, is a continuing lien and shall be in force and effect during the life of this Lease.

D. Commencing on the date hereof, the obligations for the payment of monthly rent shall be the several obligations of the owners of each of the apartment units. A default arising out of the nonpayment of rent or of the prescribed pro rata share of Lessee's other obligations hereunder, by any other apartment owner or owners, shall not be a default on the part of those owners of apartments who have paid their obligations, and the Lessors may exercise their rights and have their remedies as described herein against only the defaulting owner or owners.

3. Those liens as hereinabove created shall at all times be a paramount and superior lien over all other liens of any nature whatsoever, except the lien of any institutional first mortgage of an individual condominium apartment unit. An institutional first mortgage lien is hereby defined as any such mortgage held by a bank, savings and loan association, mortgage company or real estate investment trust or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall be superior to the lien of the Lessor herein against said condominium apartment units and appurtenances thereto. Should the holder of any institutional mortgage lien acquire by foreclosure or by deed in lieu of foreclosure the title to said condominium apartment unit, the rentals due for the use of the facilities, as to said unit, provided for under this Lease shall abate during the period of ownership by the holder of said institutional mortgage. During the period of ownership of said apartment unit by the holder of said institutional mortgage, the lien granted the Lessor shall be inferior and subordinate to the title of said institutional mortgagee, and may not be foreclosed against said institutional mortgagee; provided, however, that upon transfer of said title by said lending institution to any third party or to Lessee, said rentals shall be reinstated at their full amount, and shall be due and payable by the owner of said condominium apartment unit to the Lessor herein; provided, however, that said transferee shall not be liable for any rentals due the Lessor prior to the date of said transfer.

It is the intent of the Lessors that the next proceeding paragraph shall act as a self-operative subordination of their lien rights as aforementioned to the lien of institutional first mortgagees as hereinabove provided. However, in the event an institutional first mortgagee shall request same, the Lessors agree to execute any reasonable instrument of subordination, as above limited, as said mortgagee may request or require.

4. The Lessee, its successors and assigns, understands and agrees that the within Lease imposes upon it a firm and irrevocable obligation to pay the full rent as provided for herein and perform the other provisions hereof for the full term of this Lease. It is understood, therefore, that the rights of the Lessors against the individual apartment owners as hereinabove provided shall not be the Lessor's exclusive remedy.

5. It is understood and agreed to by the parties that all of the obligations created hereunder and all of the monies due and to become due hereunder, including, without limitation, rent, taxes, assessments, insurance premiums and costs of maintenance and repair are and shall continue to be for the full term hereof, common expenses of the Association.

6. In the event that the Lessor's liens granted by the provisions of Nos. 1 and 2 above should, as to the whole or any part of the premises above as owned by the Lessee, for any cause or reason whatsoever, be determined to be invalid, extinguished or unenforceable, then the Lessee agrees that such fact shall not extinguish or diminish in the slightest degree, the Lessee's financial or other obligations hereunder, and that it will, in the manner as now prescribed by Chapter 711, Florida Statutes, make such assessments and enforce its lien therefor on the

BT 6516 PAGE 217

individual condominium units, in order to comply with and fulfill the Lessee's obligations to the Lessor hereunder.

7. The parties understand and agree that nothing herein contained shall authorize the Lessor to collect the same indebtedness twice, and any unit owner who pays the proportionate share of his rent payable hereunder and his prorata share of the common expenses incurred in connection with the leased premises, shall be entitled to require from the Association, or the Lessor, a recordable satisfaction of the lien for the amount paid and discharged.

8. It is mutually recognized and agreed by and between the Lessor and Lessee herein that in the event any unit owner is delinquent as aforescribed, this shall not preclude the other unit owners from the use of the facilities. It shall be an obligation of the Lessee to enforce the collection of the assessments pertaining to the facilities which are a part of the common assessments and expenses of the condominium.

9. The Lessee understands and agrees that the giving and granting of the liens described above are an essential consideration flowing to the Lessor, without which this Lease would not have been made.

#### ARTICLE VII

##### Agreements, etc., to be Covenants Running With the Land.

The terms, conditions, provisions, and covenants and agreements set forth in this Lease shall be binding upon the Lessor and Lessee, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the land; and by land is meant the demised premises as well as the premises described above as owned by Lessee.

#### ARTICLE VIII

##### Subordination by Lessee.

It is understood and agreed that Lessee's rights in this Lease are subordinate to mortgages presently encumbering the demised premises and shall remain subordinate to any further mortgages that may be recorded, irrespective of the date of recording, that may encumber the demised premises, placed in connection with the construction of the Condominium and/or facilities. This paragraph shall in fact constitute and be the subordination provided for herein, and Lessee hereby constitutes and appoints the Lessor as its attorney-in-fact for the purpose of executing any formal instruments of subordination as same are required.

#### ARTICLE IX

##### Developer.

1. Rights of Developer. Until the developer, as defined in the Declaration of Condominium as recorded in the Public Records of Broward County, Florida, shall have completed the development, sale and closing of all apartment units to be constructed in HILLSBORO LANDINGS CONDOMINIUM, NO. TWO in Broward County, Florida, it shall have the following rights with regard to the herein demised premises, notwithstanding any other provisions of this Lease to the contrary:

A. Use of Demised Premises: The right to use, occupy and demonstrate, on a non-exclusive basis, all portions of the demised premises for the purpose of promoting and aiding in the sale or rental of living units on or to be constructed on lands described in Exhibit D. Such rights may not be exercised in an unreasonable manner inconsistent with the rights of the Lessee to use, occupy and enjoy such portions of the demised premises. The exercise of such rights by the Developer shall not reduce, abate or suspend the Lessee's obligation to pay rent, to repair and maintain such portions of the demised premises, to pay taxes and insurance premiums thereon and utilities therefor or to perform in full all of its covenants and promises herein made.

B. Promotion: Display and erect signs, billboards and placards and store, keep, exhibit and distribute printed, audio and visual promotional materials in and about the demised premises.

BT 6216 PAGE 218

C. Rules and Regulations: Establish and promulgate rules and regulations, not inconsistent with any of the provisions of this Lease, concerning the use of the demised premises.

D. Waiver of Rent. All rent due under this lease for those units owned by the Developer, its successors and assigns, is hereby waived for that period of time during which said units are not occupied for residential purposes. Therefore, the Lessee shall not be responsible to Lessor for the portion of the rent due under the terms of this Lease which has been waived pursuant to this paragraph.

2. Acts of Developer. Notwithstanding the fact that the Lessor, its partners, and/or employees, may have some right, title or interest in the Developer, the Lessee acknowledges and agrees that the Lessor and Developer shall never for any purposes be construed or considered as being one and the same and neither of them as the agent of the other. No act of commission or omission by the Developer shall ever be construed or considered: (a) as a breach by the Lessor of any of its promises and covenants in this lease made; or (b) as an actual, implied or constructive failure by the Lessor to deliver possession of the demised premises to the Lessee; or (c) as an actual, implied or constructive eviction of the Lessee from the demised premises by the Lessor or anyone acting by, through, under, or for it; or (d) as an excuse, justification, waiver or indulgence by the Lessor to the Lessee with regard to the Lessee's prompt, full, complete and continuous performance of its covenants and promises herein.

Notwithstanding the fact that the Lessor may hold any other interest in the Lessee Association at the time of the execution of this Lease, same shall not constitute a breach or violation of the obligations created hereunder or constitute a termination or limitation upon the obligations of the Lessee Association or apartment owners as created under the terms hereof.

#### ARTICLE X

1. Covenant to Hold Harmless. Lessor shall be and is hereby held harmless by Lessee from any liability for damages to any person or any property in or upon said leased premises and the sidewalks adjoining same, including the person and property of Lessee, and Lessee's agent, servants, employees, and all persons upon the leased premises at Lessee's invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at risk of Lessee only.

2. Mechanics' Liens. All persons are put upon notice of the fact that neither the Lessee nor the Developer acting for the Lessee shall ever, under any circumstances, have the power to subject the interest of the Lessor in the premises to any mechanics' or materialmen's liens of any kind and all persons dealing with the Lessee or Developer acting for the Lessee are hereby put upon notice that they must look wholly to the interests of the Lessee in the demised premises and not to that of the Lessor. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the demised premises, during the continuance of this Lease, any claim or lien of any kind and if such be claimed or filed, it shall be the duty of the Lessee within thirty (30) days after the claim shall have been filed among the Public Records of Broward County, Florida, or within thirty (30) days after the Lessor shall have been given notice of such claim and shall have transmitted notice of the receipt of such unto the Lessee (whichever thirty day period expires first), to cause the demised premises to be released from such claim either by payment or posting of bond or the payment into court of the amount necessary to relieve and release the demised premises from such claim or in any other manner in which, as a matter of law, will result within said thirty day period, in the releasing of the Lessor and its interest in the demised premises from such claim or lien; and the Lessee covenants and agrees within said period of thirty days to so cause the premises and the Lessor's interest therein to be relieved from the legal effect of such claim or lien.

#### ARTICLE XI

Insurance. The Lessee shall at its sole expense, throughout the term of this Lease, keep in force insurance policies as follows:

1. Public Liability. Comprehensive, general public liability insurance in which the Lessor and Lessee shall be named insured, against claims for bodily injury, sickness or disease including death at any time resulting therefrom and for injury to or destruction of property, including the loss of use thereof arising out of ownership, maintenance, use or operation of the demised premises or any building or improvement or personalty located thereon, without maximum limitations and in which the limits of liability shall not be less than \$1,000,000 per occurrence.

2. Rent Insurance. Rent insurance wherein the Lessor shall be named insured to insure against loss of all or any part of the rental due under this agreement from Lessee to Lessor by virtue of rental hereunder being temporarily and/or permanently discontinued by fire, windstorm or other perils or hazards to the demised premises and/or any structures now or hereafter situated thereon.

3. Property Insurance. Policies of insurance insuring against loss or damage to the buildings and improvements now or hereafter located upon the demised premises and all furniture, fixtures, machinery, equipment and furnishings now or hereafter brought or placed thereon insuring against loss by:

A. Fire. Fire, flood, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available;

B. Boiler. By boiler explosion, if boilers are now or hereafter located in the aforesaid buildings; and

C. Other. To the extent required by the Lessor, war damage or damage by civil insurrection or commotion, as the same may not be covered by other policies referred to above.

The insurance required hereunder shall be in an amount equal to the maximum insurable value. In compliance with the foregoing, the Lessee shall furnish policies insuring actual replacement costs without deduction for depreciation and in such case the term "maximum insurable value" as used in the preceding sentence shall mean the actual replacement costs of the property required to be insured without deduction for depreciation. If policies insuring replacement costs are not available, then the said term "maximum insurable value" shall mean the actual cash value with due allowance for depreciation of the property required to be insured, to the extent insurance may be afforded under policies covered in that manner.

4. Generally. All insurance required to be carried hereunder shall be effected under policies written in such form and issued by such companies as shall be approved by the Lessor, who shall not unreasonably withhold such approval. All policies required by this Article shall be for the benefit of the Lessor, the Lessee and mortgagees as to the demised premises, as their interest may appear, and shall be subject to such provisions as mortgagees of the demised premises may require.

5. Reconstruction and Repair. Upon the occurrence of any damage or total or partial destruction to any portion of the demised premises including improvements, buildings and structures, furniture, furnishing, fixtures, machinery and equipment, now or hereafter placed thereon whether or not the casualty causing such damage be insured against, and whether or not, if insured, any proceeds are paid therefor, the following provisions shall apply:

A. Reconstruction and Repair by Lessee. The Lessee, at its expense, shall repair and reconstruct, if necessary, any and all improvements, buildings and structures so damaged and replace or repair all personal property so damaged as to restore the same to first class condition. Such work shall be commenced no later than sixty (60) days after the occurrence of damage and shall be completed no later than ten (10) months after date of commencement. The foregoing time limitations shall be extended due to any time lost by reason of an act of nature, war, civil commotion or disorder, material shortages, strikes or other events over which the Lessee has no control.



B. Plans, specifications and estimates. Within thirty (30) days after the occurrence of damage, the Lessee shall supply to the Lessor plans and specifications for reconstruction and repair which must be substantially of the nature to restore the damaged improvements, buildings, structures and personal property to first class condition. Said plans and specifications shall be prepared and be under the certificate of an architect, licensed to practice as such in the State of Florida. Within thirty (30) days after furnishing said plans and specifications the Lessee shall furnish to the Lessor a contract executed by an independent general contractor wherein the work, labor and materials indicated by such plans and specifications will be furnished at an agreed price and a performance, completion and payment bond is a part thereof. To the extent that the damages shall occur to personal property, other than fixtures, a bid need only be supplied from a supplier of the same with a firm price indicated thereon.

C. Insurance.

(1) Fund. In the event proceeds of insurance shall be payable by reason of damage and/or total or partial destruction of the demised premises, including improvements, buildings and structures and furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon and as often as such insurance proceeds shall be payable, the same shall be deposited in a special account of the Lessor in a bank designated by the Lessor and such sums shall be available to the Lessee for reconstruction and repair and shall be paid out of said special account from time to time by the Lessor upon the estimates of the architect, licensed as such in the State of Florida, having supervision of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of reconstruction and repair at reasonable cost therefor and not in excess of the fair value thereof; provided, however, that it shall be the duty of the Lessee at the time of contracting or undertaking for such repair or reconstruction and as frequently thereafter as the Lessor may require, provide evidence satisfactory to the Lessor that at all times the undisbursed portion of such fund in said bank account is sufficient to pay for the reconstruction and repair in its entirety and if, at any time, it should reasonably appear that said fund will be insufficient to pay the full costs of said repair and reconstruction, the Lessee will immediately and forthwith deposit into said fund such additional funds as may reasonably appear to be necessary to pay such full cost and to procure receipted bills and full and final waivers of lien when the work shall have been completed and done. The provisions concerning eminent domain, as hereinafter set forth, in its entirety, relative to procedures and requirements for disbursement of the fund therein mentioned are adopted as a part hereof to the extent the context so permits.

(2) Proviso. In any instance where the proceeds of insurance for damage or destruction shall be less than \$5,000.00 for the reason that the reasonable estimate of the damage shall be less than \$5,000.00, then the proceeds of insurance shall be payable to the Lessee and disbursed by it for the purpose of paying for the reconstruction and repair.

(3) Surplus. When after the payment of repair or replacement of damage, pursuant to the provisions above, there shall remain insurance proceeds, said balance shall be distributed:

a. Lessor. First to the Lessor those amounts necessary to pay all payments then in default by the Lessee.

b. Lessee. The remaining balance, if any, to the Lessee.

(4) Mortgages. Anything herein contained to the contrary notwithstanding, the policies of insurance provided for herein may contain a clause providing that any loss under same shall be payable to the holder of any mortgage in which Lessor has joined to be distributed in the manner set forth above. In any event, the provisions of such mortgage(s) and the policy of the mortgage lender(s) shall govern as to insurance proceeds. In addition, in the event that the mortgagee collects any such sums and applies them in payment or in reduction of the mortgage debt owed to the mortgagee, then, in such case, the Lessor agrees that Lessor will join with Lessee in the execution of a mortgage to be obtained by Lessee at Lessee's sole expense, in the amount so credited from the collection by the mortgagee of said insurance funds, and the sum procured by the execution of the mortgage by the Lessor and the Lessee shall be delivered in escrow to a duly established Florida bank for the purpose of repairing, rebuilding, and reconstructing the improvements then located upon the demised premises in accordance with and in the manner as provided herein for the rebuilding and reconstruction thereof, it being understood that such mortgage shall bear similar interest and require similar payments as the

ST 6516 REG 221

mortgage being reduced or satisfied.

#### ARTICLE XII

##### Assignment.

1. Lessee may not assign or sublease its interest in this Lease. In the event the unit owner in the condominium sells his unit and said unit owner desires to relieve himself from all personal liability and obligations under this Lease then said unit owner shall obtain a written assumption by his purchaser of the obligations of said unit owner under and pursuant to the terms and conditions of this Lease. Said assumption agreement shall be in writing and in recordable form and shall be delivered to Lessor together with sufficient current funds for recording same among the Public Records of Broward County, Florida. Upon full compliance with the foregoing, the selling unit owner shall be released of personal liability under the within Lease. There shall be no assumption of this Lease and the unit owner may not be relieved of his obligations hereunder except if at the time of the proposed assumption the said unit owner is current on his payments under this Lease.

2. Any individual unit owner shall assign his interest and obligations in this Lease concurrently and in conjunction with any conveyance of ownership of his condominium parcel. Every assignee must execute and deliver to the Lessor a written assumption of the obligations of his assignor, as set out in this Lease, such assumption to be in recordable form and shall be delivered after having been recorded by the assignee at his expense. Upon the perfection of such assignment by delivery of the recorded assumption agreement the assignor shall be relieved of all liability for further performance under the terms of this Lease. However, such assignment shall not relieve the assignor of any obligations coming due prior to the date of the assignment.

3. It is understood and agreed that the Lessor may freely assign, in whole or in part, any of its right, title and interest in and to this Lease and the demised premises.

#### ARTICLE XIII

Non-Payment of Rent. If any rent payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after same is due and payable, or if Lessee shall violate or be in default of any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for Lessor to declare this Lease forfeited and the said term ended, and to re-enter the above described premises, with or without process of law, using such force as may be necessary to remove Lessee and its chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the terms of this Lease.

And, it is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the Court may adjudge reasonable as attorneys' fees in any suit or action instituted by Lessor to enforce the provisions of this Lease or the collection of the rent due Lessor hereunder.

#### ARTICLE XIV

##### Eminent Domain.

##### 1. As to Demised Premises.

A. Total Taking: If during the term of this Lease the entire premises shall be taken as a result of the exercise of the power of eminent domain, herein called "proceeding", this Lease and all right, title and interest of the Lessee

hereunder shall cease and come to an end on the date of the vesting of title pursuant to such proceeding, and the Lessor shall be entitled to and shall receive the total award made in such proceeding and the Lessee hereby absolutely assigns such award to the Lessor.

B. Partial Taking: If during the term of this Lease, less than the entire demised premises shall be taken in any such proceedings, this Lease shall terminate as to the part so taken and the Lessor shall be entitled to and shall receive the total award made in any such proceedings and the Lessee hereby assigns such award to Lessor, but the Lessee, in such case, covenants and agrees that it Lessee's sole cost and expense (subject to reimbursement hereinafter provided) promptly to restore, repair and replace those portions of the buildings on the demised premises not so taken to complete architectural units and replace buildings totally taken for the use and occupancy of the Lessee as in this lease expressed. The Lessor agrees in connection with such restoration to apply or cause to be applied the net amount of any award or damage to the building or buildings on the demised premises that may be received by it in any such proceeding toward the cost of such restoration and replacement (but the amount so applied shall not include the cost in any alteration, construction, change or improvement which the Lessee may desire to make that is not necessary to restore that portion of the building not so taken to a complete architectural unit or replace buildings totally taken substantially the same usefulness, design and construction as immediately before such taking, it being understood that no alteration or change in the basic construction of the improvement shall be made without the approval of the Lessor) and the said net award shall be paid out from time to time to the Lessee as such restoration and replacement progresses upon the written request of the Lessee which shall be accompanied by the following:

(1) A certificate of the architect or engineer in charge of the restoration, dated not more than thirty (30) days prior to such request, setting forth the following:

a. That the sum then requested to be withdrawn either has been paid by Lessee and/or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated), who have completed restorations or replacements and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid and/or due to each of said persons in respect thereof, and also stating that no part of such costs, in any previous or then pending application, has been or is being made the basis for withdrawal of any proceeds of any such award; and

b. That, except for the amounts, if any, stated in said certificate pursuant to 1.B.(1)a above to be due for services or materials, there is no outstanding indebtedness known, after due inquiry, to said architect or engineer, for the purchase price or construction of such repairs, restorations or replacements, or for labor, wages, materials or supplies in connection with the making thereof, which, if unpaid, might become the basis of a vendors', mechanics', laborers', materialmen's statutory or other similar lien upon said repairs, restorations, replacements, on the demised premises or any part thereof.

(2) An affidavit shown to by Lessee stating that all materials and all property constituting the work described in the aforesaid certificate of the architect or engineer, and every part thereof, are free and clear of all mortgages, liens, charges or encumbrances, except encumbrances, if any, securing indebtedness due to persons (whose names, addresses and the several amounts due them shall be stated), specified in said certificates pursuant to 1.B.(1)a above, which encumbrances will be discharged upon payment of such indebtedness, and also stating that there is no default in the payment of the rent, any item of additional rent or other charge payable by Lessee hereunder.

(3) An official search or other evidence satisfactory to Lessor showing that there has not been filed, with respect to the demised premises, any mechanics' or other lien which has not been discharged of record, except such as will be discharged upon payment of the amount then requested.

**PAGE 221**

Upon compliance with the foregoing provisions, Lessor shall, out of the proceeds of such net award, on request of Lessee, pay or cause to be paid to the persons named in the certificate, pursuant to 1.B.(1)a above the respective amounts stated in said certificates to be due them, and/or shall pay or cause to be paid to Lessee the amount stated in said certificate to have been paid by Lessee, provided, however, that such payment shall not exceed, in amount, the fair value as stated in said certificates of the relevant work.

If payment of the net award as foresaid shall not be received by Lessor in time to permit payments as the work of restoration and replacement progresses, the Lessee shall, nevertheless, perform and full pay for such work without delay (except for unavoidable delays over which the Lessee has no control) and payment of the amount to which Lessee may be entitled shall thereafter be made by Lessor. If the funds to be applied by Lessor shall be insufficient to pay the entire costs of such restoration, the Lessee agrees to pay any deficiency and to deposit with Lessor the amount of such deficiency, as estimated by the architect or engineer who shall first make the certificate called for in 1.B.(1)a above prior to any work being contracted or performed.

From and after the date of vesting of title in such proceeding, a just proportion of the rent, according to the nature and extent of such taking, shall abate for the remainder of the term of this Lease.

If, after making the payments provided for in 1.B.(3), there remains any balance in Lessor's hands, it shall be retained by Lessor as its property.

C. A Taking of Less Than Fee Simple Title. If all or any of the demised premises shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, this Lease shall not terminate and the Lessee shall continue to perform and observe all of its covenants as though such taking had not occurred except only to the extent that it may be prevented from so doing by reason of such taking. In the event of such a taking, the Lessee shall be entitled to received the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise), unless the period of governmental occupancy extends beyond the term of this Lease, in which case the award to the extent that it represents rent shall be apportioned between the Lessor and Lessee, as of the date of the end of the term of this Lease. The Lessee covenants that at the termination of such governmental occupancy it will, at its cost and expense, restore the improvements on the demised premises in as good condition as when new but the Lessee shall not be required to do such restoration work if on or prior to the date of such termination of governmental occupancy, the term of this Lease shall have ended.

D. Proration. In the event of the termination of this Lease in full or as to any portion of the demised premises as a result of a total or partial taking by proceeding, the Lessee shall pay to the Lessor all rent and all other charges payable by the Lessee with respect to the demised premises or part thereof so taken justly apportioned to the date of taking.

#### ARTICLE XV

Solvency of Lessee. If, during the terms of this Lease, (a) the Lessee shall make an assignment for the benefit of creditors; or (b) a voluntary or involuntary petition be filed by or against the Lessee under any law having for its purpose the adjudication of the Lessee as a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement, or satisfaction of the liabilities of the Lessee or the reorganization of the Lessee; or (c) a permanent receiver be appointed for the property of the Lessee; this Lease, at the option of the Lessor shall be terminated and shall expire as fully and completely as if the day of happening of such contingency coincided with the date specifically fixed as the expiration of the term hereof, the provisions relative to notice and grace notwithstanding and the Lessee shall then quit and surrender the demised premises to the Lessor, but the Lessee shall remain liable as hereinafter provided. If the Lessee shall contest any proceeding of an involuntary nature which would be grounds or cause for the termination under this section by suitable process according to law and shall prosecute said defense with due diligence, provided all other covenants of the Lessee herein made are otherwise kept and performed, the right of termination

OFF  
6-16  
PAGE 224

in the Lessor under this Section shall be suspended until the ultimate determination of said matters by a court of competent jurisdiction or until the Lessee shall abandon or fail to take suitable action to preserve its rights to contest the proceedings. The Lessee shall, every twenty (20) days, notify the Lessor of its continued intention to prosecute its defense and, further, advise the Lessor of the state of all litigation then pending, and the failure of the Lessee to do so shall be deemed a termination of the suspension of the Lessor's right to terminate as above provided. If a defense shall be brought by the Lessee and timely prosecuted and the Lessee shall comply with the above provision with regard to notice and information to the Lessor, then the right of the Lessor to terminate by reason of the provisions of this section shall be controlled by the outcome of such litigation, that is:

1. If such litigation be resolved in favor of the Lessee, the Lessor shall have no right to terminate by reason of the occurrence of the acts listed above.

2. If such litigation be resolved against the Lessee, the Lessor shall have the right to terminate as above provided, but nothing herein shall be construed as relieving the Lessee of the performance of any of its covenants herein which became performable prior to the determination of the outcome of such litigation or the earlier abandonment of defense by the Lessee.

#### ARTICLE XVI

Holding Over. In the event Lessee remains in possession of the leased premises after the expiration of this Lease without the execution of a new lease, it shall be deemed to be occupying said premises as a Lessee from month-to-month, subject to all the conditions, provisions and obligations of this Lease.

#### ARTICLE XVII

Waiver. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of subsequent breach of the same covenant or condition, and, the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall be not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee:

#### ARTICLE XVIII

Subordination. It is understood and agreed between the parties hereto that this instrument shall not be a lien against said demised premises in respect to any principal lease, mortgage or deed of trust that now exists against said demised premises or to any mortgage or deed of trust that hereafter may be placed against said premises by Lessor or extensions thereof and that the recording of such principal lease, mortgage, mortgages or deed of trust, shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording, and the Lessee agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such principal lease, mortgage or mortgages or deed of trust, and a refusal to execute such instrument shall entitle the Lessor, its assigns and legal representatives, to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly. The Lessee does hereby agree that the within paragraph shall, in fact, constitute and be the subordination as provided for herein. The Lessee further hereby constitutes and appoints the said Lessor as its attorney-in-fact for the purpose of executing any formal instruments of subordination, if same are required.

#### ARTICLE XIX

Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing addressed to Lessee at its last known address and sent by certified mail with postage prepaid, and if such notice to Lessor is in writing, addressed to the last known post office address of Lessor and sent by certified mail with postage prepaid. The effective time of notice shall be the time of mailing.

EE 6718  
Page 225

#### ARTICLE XX

Non-Liability. Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

#### ARTICLE XXI

##### Provisions Regarding the Payment of Taxes.

1. Lessee covenants and agrees with Lessor that the Lessee will promptly pay all taxes levied or assessed at any and all times for every year (presently such taxes are assessed on the basis of a calendar year, and, therefore, for the present and until the method of assessing taxes is changed, the expression "year" means a calendar year) included in the term from the date of execution hereof, except as may be modified by the holdover provisions set forth hereinabove; and such obligation by the Lessee to pay such taxes levied during the term of the lease for and after the date of execution hereof against the property demised, by any and all taxing authorities, and including not only ad valorem and personal property taxes, but also special assessments and liens for public improvements and including, in general, all taxes, tax liens, or liens in the nature of taxes which may be assessed or imposed against the premises, including the land and all buildings, furniture, furnishings, fixtures and improvements, which the Lessee may hereafter construct or build or bring upon the demised premises, but in the event any such taxes or assessments are payable according to their terms in installments, then the Lessee shall have the right to pay the same as such installments fall due, so long as the right to make payment of them in such installments has not been revoked or lost by reason of default in the payment of any installment. Nothing herein contained shall be construed as making it obligatory upon the Lessee to pay taxes which may be levied against personal property which may belong to any subtenants of the Lessee.

2. Nothing in this Article contained shall obligate the Lessee to pay income, inheritance, estate or succession tax or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against the Lessor, with respect to or because of the income derived from this Lease, nor shall the Lessee be deemed obligated hereby to pay any corporation, franchise, or excise taxes which may be assessed or levied against any corporate successor or successors in interest of the Lessor.

3. The parties understand and agree that the Lessee shall pay the taxes and other charges as enumerated in this Article of this Lease and shall deliver an official receipt evidencing such payment unto the Lessor at the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least sixty (60) days before the said tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to the Lessee's obligation to pay taxes, provided the Lessee gives the Lessor notice of the Lessee's intention to do so and furnishes the Lessor with a bond with surety made by a surety company qualified to do business as such in Florida, in one and one-half (1½) times the amount of the tax item or items intended to be contested, conditioned to pay the tax or tax items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessee unto the Lessor not later than a day which is sixty (60) days before the tax item or items proposed to be contested would otherwise become delinquent. None of the grace, notice, or default periods provided for in this Lease shall ever operate so as to diminish the sixty day periods hereinabove specified in this paragraph. If, however, the Lessee contests the propriety of the imposition of any of such taxes and institutes proceedings appropriately to that effect not later than sixty (60) days before the said taxes would become delinquent for nonpayment, and if, upon the occasion of instituting such contest proceedings, the Lessee pays into the registry of the court an amount which is sufficient to effect payment of the said taxes if the adjudication in the said contest proceedings is against the Lessee, then, so long as the Lessee effects such payment into court and causes the amount so paid into the registry of the court to be kept and maintained at such figure as in an amount sufficient to discharge the taxes in the event of an adjudication adverse to the contention of the Lessee, the Lessee need not furnish the bond referred to in this paragraph. If, while any such amount is deposited in the

RECEIVED  
FEB 16 1966  
PAGE 226

#### ARTICLE XX

Non-Liability. Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

#### ARTICLE XXI

##### Provisions Regarding the Payment of Taxes.

1. Lessee covenants and agrees with Lessor that the Lessee will promptly pay all taxes levied or assessed at any and all times for every year (presently such taxes are assessed on the basis of a calendar year, and, therefore, for the present and until the method of assessing taxes is changed, the expression "year" means a calendar year) included in the term from the date of execution hereof, except as may be modified by the holdover provisions set forth hereinabove; and such obligation by the Lessee to pay such taxes levied during the term of the lease for and after the date of execution hereof against the property demised, by any and all taxing authorities, and including not only ad valorem and personal property taxes, but also special assessments and liens for public improvements and including, in general, all taxes, tax liens, or liens in the nature of taxes which may be assessed or imposed against the premises, including the land and all buildings, furniture, furnishings, fixtures and improvements, which the Lessee may hereafter construct or build or bring upon the demised premises, but in the event any such taxes or assessments are payable according to their terms in installments, then the Lessee shall have the right to pay the same as such installments fall due, so long as the right to make payment of them in such installments has not been revoked or lost by reason of default in the payment of any installment. Nothing herein contained shall be construed as making it obligatory upon the Lessee to pay taxes which may be levied against personal property which may belong to any subtenants of the Lessee.

2. Nothing in this Article contained shall obligate the Lessee to pay income, inheritance, estate or succession tax or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against the Lessor, with respect to or because of the income derived from this Lease, nor shall the Lessee be deemed obligated hereby to pay any corporation, franchise, or excise taxes which may be assessed or levied against any corporate successor or successors in interest of the Lessor.

3. The parties understand and agree that the Lessee shall pay the taxes and other charges as enumerated in this Article of this Lease and shall deliver an official receipt evidencing such payment unto the Lessor at the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least sixty (60) days before the said tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to the Lessee's obligation to pay taxes, provided the Lessee gives the Lessor notice of the Lessee's intention to do so and furnishes the Lessor with a bond with surety made by a surety company qualified to do business as such in Florida, in one and one-half (1½) times the amount of the tax item or items intended to be contested, conditioned to pay the tax or tax items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessee unto the Lessor not later than a day which is sixty (60) days before the tax item or items proposed to be contested would otherwise become delinquent. None of the grace, notice, or default periods provided for in this Lease shall ever operate so as to diminish the sixty day periods hereinabove specified in this paragraph. If, however, the Lessee contests the propriety of the imposition of any of such taxes and institutes proceedings appropriately to that effect not later than sixty (60) days before the said taxes would become delinquent for nonpayment, and if, upon the occasion of instituting such contest proceedings, the Lessee pays into the registry of the court an amount which is sufficient to effect payment of the said taxes if the adjudication in the said contest proceedings is against the Lessee, then, so long as the Lessee effects such payment into court and causes the amount so paid into the registry of the court to be kept and maintained at such figure as in an amount sufficient to discharge the taxes in the event of an adjudication adverse to the contention of the Lessee, the Lessee need not furnish the bond referred to in this paragraph. If, while any such amount is deposited in the

REC 6-16 AM 226

PAGE 222

registry of the court, the within Lease should be cancelled for the default of the Lessee, then the Lessor shall immediately succeed to the ownership of the amount so then held in the registry of the court; and the within provision is and will be the authority of the Lessor to apply to the court or to the clerk or to any other official authorized to direct the disposition of such amount, for recognition of the fact or for the entry of an order finding and holding it to be the fact that the property right in such amount so paid into the registry of the court, or the residuary interest therein, has passed from the Lessee to the Lessor. If at any time after the Lessee shall have furnished the bond referred to in the first sentence of this paragraph, and before liability on said bond shall have been discharged, this Lease is cancelled, the fact of such cancellation shall not be construed as affecting in any respect the terms and conditions of and the liability upon the said bond.

4. In case the Lessee shall fail, refuse, or neglect to make any or either of the payments in this Article required, then the Lessor may, at his option, and after five (5) days written notice to the Lessee as provided herein, if such notice can be given without creating a default in the payment of the debt, pay the same and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all of such amounts at the rate of ten (10%) percent per annum, shall be an obligation of the Lessee, for the immediate non-payment of which to the Lessor, the Lessee shall be deemed in default hereunder, with the same consequences as though the said default consisted in the non-payment of an installment of rent which had then matured and become past due.

#### ARTICLE XXII

##### Consent and Ratification of this Lease by Unit Owners and Others.

1. Each and every person, whether real or corporate who shall take any interest whatsoever in or to any condominium parcels in HILLSBORO LANDINGS CONDOMINIUM, NO. TWO., after the recording of this Lease, by acceptance, delivery or the recording of the deed, contract, grant, assignment or other instrument granting, conveying, or providing for such interest, or by the mere first exercise of the rights or uses granted herein, shall be deemed to consent to and ratify without further act being required, the provisions of this Lease to the same effect and extent as if such person or persons had executed this Lease with the formalities required in deeds, for the purpose of subordinating and/or subjecting such person or persons' interest, in full, to the terms of this Lease.

2. Each and every person, whether real or corporate, who shall take any interest whatsoever in or to any condominium parcel in HILLSBORO LANDINGS CONDOMINIUM, NO. TWO., as further evidence of their guarantee of their proportionate obligations under the terms of this Lease and their assumption of such obligations, agrees to execute a Joinder and Assumption Agreement in recordable form at the time of acquiring such interest.

#### ARTICLE XXIII

Termination of Lessee Association. A voluntary or involuntary termination of Lessee Association shall not terminate this Lease, but upon termination of the Association, all of the unit owners of the condominiums, as unit owners or as tenants in common, or otherwise, shall automatically and by operation of this Lease, jointly and severally collectively constitute the Lessee hereunder and shall jointly and severally be obligated to perform each and every of the Lessee's covenants and promises and undertakings. Upon a unit owner acquiring an interest in the Lessee's rights under this Lease, his rights hereunder may thereafter be assigned only if there then be no default in any of the provisions of this Lease and only if such assignment be in connection with a sale, transfer or hypothecation of all of his rights in the property which was prior to termination as condominium property; provided, however, that any first mortgage being a bank, insurance company, or savings and loan association which has become or becomes a unit owner in condominiums, or tenant in common in condominiums by foreclosure or deed in lieu of foreclosure, shall not be made liable or obligated in any way by the provisions of this section, but the grantee of such mortgagee shall be fully liable and obligated hereunder.

REC  
6516  
PAGE 227



#### ARTICLE XXIV

Demolition. The Lessee shall not demolish any of the buildings, structures or improvements now, or hereafter placed upon the demised premises without the consent in writing of the Lessor, which the Lessor may withhold in its absolute discretion or grant upon such terms as it shall deem appropriate.

#### ARTICLE XXV

Lessor's Right to Perform Lessee's Covenants. If the Lessee shall fail to pay the costs in maintenance and repairs, or if it shall fail to take out, maintain and deliver insurance policies, or if it shall fail to perform any other act on its part covenanted herein to be performed by it, then the Lessor may, but shall not be obligated so to do, without notice or demand upon the Lessee, perform the act so omitted or failed to be performed by the Lessee. If such performance by the Lessor shall constitute in whole or in part the payment of monies, such monies so paid by the Lessor, together with interest thereon, which interest shall be two (2) percentage points higher than the "prime" interest rate being charged by Commercial banks in Broward County, Florida, at the time the obligation is incurred, but in no event less than ten (10%) percent per annum, and reasonable attorneys' fees incurred by the Lessor in and about the collection of the same, shall be deemed additional rent hereunder and shall be payable to the Lessor on demand, or, at the option of the Lessor, may be added to any rent then due or thereafter becoming due under this Lease, and the Lessee covenants to pay any such sums with interest and reasonable attorneys' fees, as aforesaid, and the Lessor shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies in the event of non-payment as in the case of default by the Lessee in the payment of rent.

#### ARTICLE XXVI

Quiet Enjoyment. The Lessor covenants and agrees with the Lessee that the Lessee shall have quiet and undisturbed and continued possession of the premises, subject only to the rights of the Developer to use, occupy and enjoy the same, as explained above.

#### ARTICLE XXVII

Indemnification. The Lessee indemnifies and agrees to save harmless the Lessor from and against any and all claims, debts, demands, or obligations which may be made against the Lessor or against the Lessor's title in the demised premises arising by reason of or in connection with the making of this Lease, the ownership by the Lessee of its interests in this Lease and in and to the demised premises, and the Lessee's use, occupancy and possession of the demised premises and if it becomes necessary for the Lessor to defend any actions seeking to impose any such liability, the Lessee will pay to the Lessor all costs and reasonable attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

#### ARTICLE XXVIII

Lessor's Right of Entry. The Lessor and its agents shall have the right of entry upon the demised premises at all reasonable times to examine the condition and use thereof.

#### ARTICLE XXIX

Waste. The Lessee shall not do or suffer any waste or damage, disfigurement or injury to the demised premises, to any improvements, structures, buildings and personal property now or hereafter placed or brought upon the premises demised.

#### ARTICLE XXX

Lessor agrees at all times during the term hereof to keep current any mortgages or encumbrances against the demised premises. In the event Lessor is in default of their obligations under this paragraph, Lessee may make payment for Lessor and deduct such payment from the next ensuing rental payment or payments, provided that prior to payment, Lessee gives ten (10) days written notice to the Lessor of its intention to make such payment.

#### ARTICLE XXXI

Easements. A reservation of the right to grant an easement or easements into, under and over the within premises for the purposes of providing utilities including but not limited to water, sewer and electric service to the within premises and adjacent premises and other properties together with the right of ingress and egress to the within premises for the purpose of servicing such easements and for the purposes of providing ingress and egress to surrounding properties is perpetually retained by the Lessor.

#### ARTICLE XXXII

Acquisition of Additional Lands. Anything to the contrary notwithstanding contained in this Lease, it is understood and agreed between the Lessor, Lessee and apartment owners, and all persons who shall hereinafter become parties hereto as apartment owners of condominium parcels, that the Lessor hereby reserves the inalienable right to add additional lands to the area described herein as the demised premises. It is agreed that such addition by itself shall not increase the rental fees provided for under the terms of this Lease. However, the lessee and the individual apartment owners recognize and agree that they shall be responsible for any other additional obligations that may arise as a result of the additional lands being added to the demised premises. The obligations shall include, but not be limited to, taxes, insurance and maintenance and all other obligations as provided for under the terms of this Lease as to the originally demised premises. The Lessee's and individual apartment owners' assumption of these additional obligations shall be considered in consideration of the Lessor making available for the use and benefit of the Lessee said additional lands.

These additions, as hereinabove referred to, may be made by recordation of an amendment to this Lease and need only be signed by the Lessor, their successors or assigns. However, upon request of the Lessor and at the Lessor's option the Lessee herein and the individual apartment owners agree to execute any documents necessary to effectuate the intent of this Article.

#### ARTICLE XXXIII

##### Persons Who May Use Recreation and Community Facilities.

1. Any person who is the owner of a condominium unit in HILLSBORO LANDINGS CONDOMINIUM, NO. TWO, his spouse (if in residence with him) and other members of his immediate family (if in residence with him, at the said condominium), may use and enjoy the demised premises. If a corporation be an apartment owner or be entitled to possession as an occupant, the use of the demised premises shall be limited at any one time to only one of its officers, directors or employees, who has been approved in connection with such corporation's acquiring title as an apartment owner, or right to possession as an occupant, and who is an actual resident at the apartment. He, his spouse (if she is in residence with him at such apartment) and other members of his immediate family who are in residence with him at such apartment, may use the demised premises. Such other persons as are described hereinabove, upon whom the parties hereto shall agree, may use and enjoy the demised premises.

2. The minimum number of unit owners that will be required directly or indirectly to pay the rent payable under this Lease shall be 94. The maximum number of units that will be served by the leased property shall be 158. Notwithstanding anything to the contrary contained herein, nothing shall preclude the enlargement, by the Lessor, of the facilities leased and an increase in its capacity if approved by the Association operating the leased property after unit owners other than the Developer have assumed control of the Association.

3. The Lessor at all times reserves the right to enter into such other leases or other agreements for the use of the demised premises, its buildings and improvements, with condominium associations and members of such associations operating condominiums within lands contiguous to the demised premises. The fact that other leases or agreements may be entered into between the Lessor and other users of the demised premises does not and shall not change, affect or alter the obligation and liability of the Lessee hereunder and the apartment owners to pay the charges and perform the other obligations as required hereunder.

4. The Lessee specifically recognizes that the Lessor has previously entered into a Lease with HILLSBORO LANDINGS ONE ASSOCIATION, a corporation not for profit, dated April 25, 1973 and recorded in Official Records Book 5274, Page 840, Public Records of Broward County, Florida. Said Lease, together with any amendments thereto, provides that the HILLSBORO LANDINGS ONE ASSOCIATION and its membership, comprised of the persons who are the owners of Apartments in HILLSBORO LANDINGS CONDOMINIUM NO. ONE, are entitled to use the demised premises on a non-exclusive basis. In addition, the Lessee specifically recognizes that an agreement for common maintenance and administration of the recreation facilities has been entered into with HILLSBORO LANDINGS ONE ASSOCIATION, which agreement is dated January 24, 1974 and recorded July 25, 1974 in Official Records Book 5868, Page 696, Public Records of Broward County, Florida. The Lessee recognizes that this lease and its rights are subject to said agreement and any amendments thereto.

#### ARTICLE XXXIV

Lessee's Right of Purchase. The Lessee shall have an option to purchase both the real property and the personalty herein demised upon the following terms:

(a) In the event the Lessor wishes to sell its collective interest in the leased property and shall have received a bona fide offer to purchase same, the Lessor shall notify the Association and each unit owner with an executed copy of such offer and the terms thereof. The Association shall have the option, to purchase the said property, following the receipt of such offer to purchase, and said option period shall be for ninety (90) days subsequent to the receipt of the offer by the Association and shall be on the terms and conditions set forth in said offer. Said option shall be exercised, if at all, by notice in writing given to the Lessors within said period.

(b) The Association is hereby granted the option to purchase the leased property on any anniversary date of the beginning of the leased term after the tenth anniversary of this lease, at a price then determined by agreement between the Association and the Lessor; provided, however, that the purchase price shall be paid in cash or by cashier's check. In the event that the Association and the Lessor is unable to reach a purchase price, then and in that event the amount of the purchase price shall be submitted to arbitration under the Florida Arbitration Code; provided, further, that in the event of arbitration, the arbitrators shall take into account the capitalization of the current rent, but shall not take into account the discounted rent for the unexpired term of the lease.

#### ARTICLE XXXV

Time Is Of The Essence. Time shall be of the essence with respect to all matters as pertains to this agreement and particularly in those matters concerning the payment of money.

#### ARTICLE XXXVI

Captions and Titles. The captions and titles contained in this Lease are for convenience and reference only and in no way define, limit or describe the scope of intent of this Lease, or any part thereof, or in any way affect this Lease.

#### ARTICLE XXXVII

Construction. Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of the Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

#### ARTICLE XXXVIII

Severability. The invalidity in whole or in part of any covenant, promise or undertaking of any section, subsection, sentence, clause, phrase or word, or of any provision of this Lease or the Exhibits attached hereto shall not affect the validity of the remaining portions thereof.

#### ARTICLE XXXIX

Entire Agreement. This instrument, together with exhibits attached hereto and made a part hereof, constitute the entire agreement between the parties hereto as of the date of execution and neither has been induced by the other by representation, promises or undertakings not expressed herein, and there are no collateral agreements, stipulations, promises or undertakings whatsoever in any way touching the subject matter of this instrument which are not expressly contained herein.

REC 6516 PAGE 230

ARTICLE XXXX


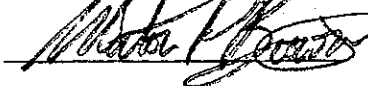

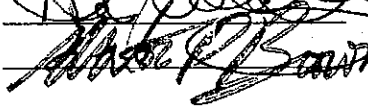
Cumulative Remedies. The various rights, remedies, powers, options, elections, preferences, pledges and liens of the Lessor set forth in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law or by this Lease, and the exercise of one or more shall not be construed as a waiver of the others.

ARTICLE XXXXI

Covenants to Bind Successors and Assigns. The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessors and their heirs and assigns and the Lessee and its respective successors and assigns and all persons claiming by, through and under the Lessor and the Lessee and the same shall be construed as covenants running with the land during the term of this Lease.

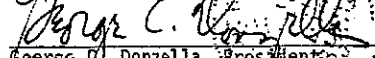
IN WITNESS WHEREOF, the Lessor hereto has executed this agreement this 9 day of MARCH, 1976.

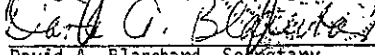
Signed, sealed and delivered in the presence of:

LESSOR:

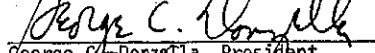
HILLSBORO RIVER VIEW CORP., a Florida corporation

 (SEAL)  
George C. Donzella, President

 (SEAL)  
David A. Blanchard, Secretary

LESSEE:

HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION  
NO. TWO, INC., a Florida corporation

 (SEAL)  
George C. Donzella, President

ATTEST  (SEAL)  
David A. Blanchard, Secretary



STATE OF FLORIDA  
COUNTY OF BROWARD **DADE**

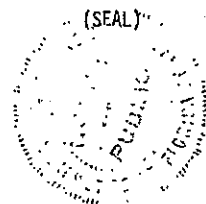
BEFORE ME, personally appeared GEORGE C. DONZELLA and DAVID A. BLANCHARD, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above-named HILLSBORO RIVER VIEW CORP., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 9 day of March, 1976.

*Walter P. Brown*  
Notary Public

My Commission Expires:

JACQUELINE BROWN  
NOTARY PUBLIC  
STATE OF FLORIDA  
MY COM. EXPIRES 12-31-1977



STATE OF FLORIDA  
COUNTY OF BROWARD **DADE**

BEFORE ME, personally appeared GEORGE C. DONZELLA and DAVID A. BLANCHARD, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above-named HILLSBORO LANDINGS CONDOMINIUM ASSOCIATION NO. TWO, INC., a Florida corporation, not for profit, and severally acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 9 day of March, 1976.

*Walter P. Brown*  
Notary Public

My Commission Expires:

JACQUELINE BROWN  
NOTARY PUBLIC  
STATE OF FLORIDA  
MY COM. EXPIRES 12-31-1977



61 6516 REG 282

**PAGE 222**

DESCRIPTION: RECREATION PROPERTY

A portion of the NW $\frac{1}{4}$  of Section 5, Township 48 South, Range 43 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to a point on the North Right-of-Way line of Old Hillsboro Avenue, (a 30-foot Road Right-of-Way) thence N 89°18'03" E, along Right-of-Way line, a distance of 264.15 feet; thence N 25°38'03" E, a distance of 38.0 feet; thence N 64°21'57" W, a distance of 120.00 feet; thence N 25°38'03" E, a distance of 13.79 feet to the Point of Beginning of this Description; thence N 64°21'57" W, a distance of 8.03 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 183.46 feet; thence N 19°21'57" W, a distance of 30.50 feet; thence N 25°38'03" E, a distance of 154.99 feet; thence S 64°21'57" E, a distance of 5.0 feet; thence N 25°38'03" E, a distance of 12.0 feet; thence N 64°21'57" W, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 45.05 feet; thence N 25°38'03" E, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 6.0 feet; thence N 25°38'03" E, a distance of 41.15 feet; thence S 61°44'15" E, a distance of 230.40 feet; thence S 25°38'03" W, a distance of 178.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 6.21 feet to the Point of Beginning.

TOGETHER WITH the following described property:

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 48 South, Range 43 East, Deerfield Beach, Broward County, Florida; thence N 2°01'27" W along the West line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4, a distance of 170.56 feet to a point in the North Right-of-Way line of the OLD HILLSBORO AVENUE, a (30 foot Road Right-of-Way); thence N 89°18'03" E along the said North Right-of-Way line, a distance of 264.15 feet; thence N 25°38'03" E, a distance of 38.0 feet, along a line 129.95 feet West of and parallel to the West line of that certain tract of land recorded in Deed Book 118, at Page 379, of the Public Records of Broward County, Florida; thence N 64°21'57" W, a distance of 120.00 feet; thence N 25°38'03" E, a distance of 20.0 feet, thence N 64°21'57" W a distance of 12.0 feet; thence N 19°21'57" W a distance of 40.94 feet; thence N 25°38'03" E, a distance of 144.09 feet to the Point of Beginning of this description, thence S 64°21'57" E a distance of 17.30 feet; thence S 25°38'03" W, a distance of 5.50 feet; thence S 64°21'57" E, a distance of 240.31 feet; thence N 25°38'03" E, a distance of 28.56 feet; thence N 61°44'15" W a distance of 257.88 feet; thence S 25°38'03" W, a distance of 34.89 feet to the Point of Beginning.

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

EXHIBIT A

OF

RECREATION AND COMMUNITY FACILITY LEASE

RECEIVED  
JUL 6 1966  
PAGE 233

PAGE 233

DN 6510

EXHIBIT B

Schedule of Personal Property

Two (2) Monticello Billiard Tables (4 feet by 8 feet with automatic ball return)

Automatic Ice Machine

Carpeting in the game room, social activities area and conference area

Draperies in the game room, social activities area and conference area

Refrigerator

Eye-level oven and range

DN 6516 PAGE 234

EXHIBIT C

OFF 6516 PAGE 235

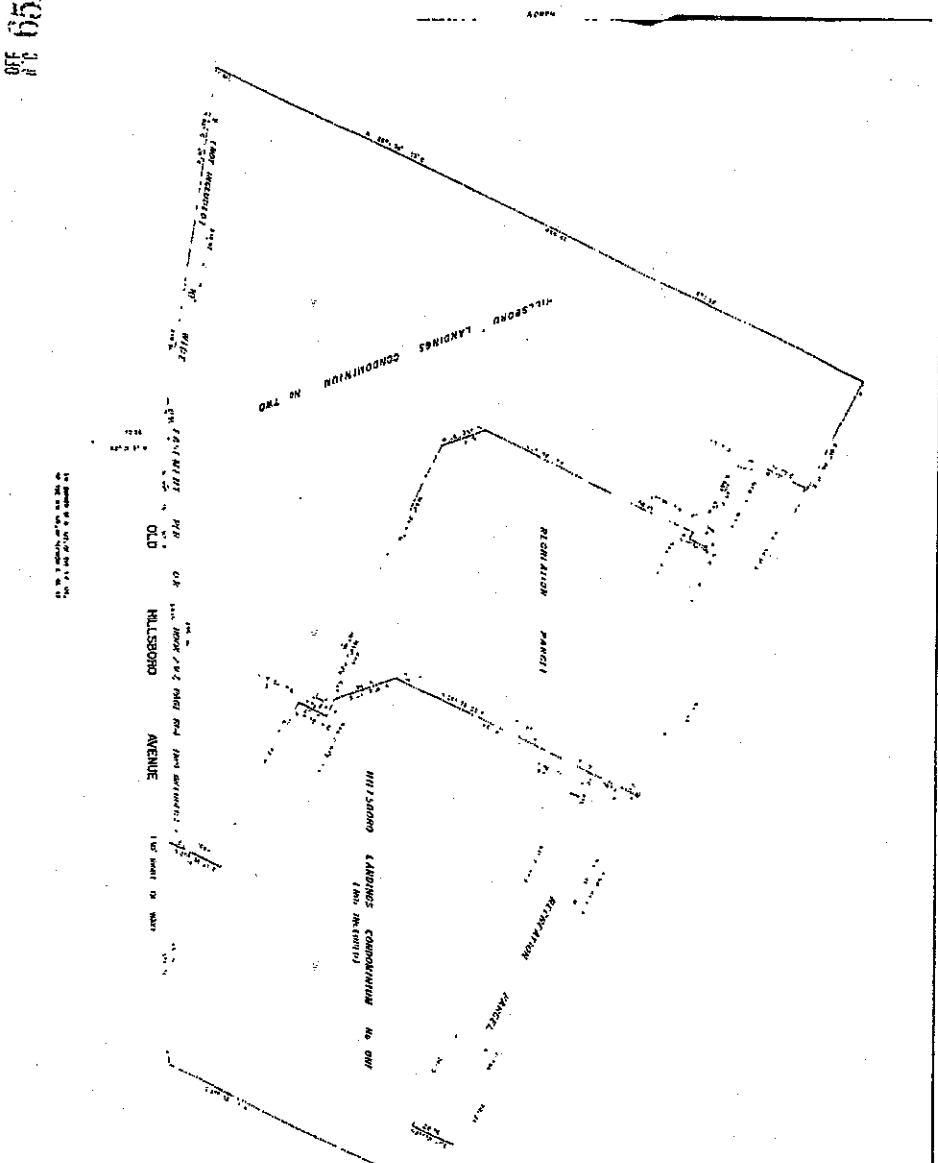


**DAVIS and CRAVEN, Inc.**  
ENGINEERING AND SURVEYING FOR PLANNING AND CONSTRUCTION  
1001 E. WASHINGTON AVE. - SUITE 100 - CHICAGO, ILL. 60601



DATE	BY	REVISION
10/1/78	JAC	1.0
10/1/78	JAC	1.1
10/1/78	JAC	1.2
10/1/78	JAC	1.3
10/1/78	JAC	1.4
10/1/78	JAC	1.5
10/1/78	JAC	1.6
10/1/78	JAC	1.7
10/1/78	JAC	1.8
10/1/78	JAC	1.9
10/1/78	JAC	2.0

**HILLSBORO LANDINGS CONDOMINIUM NO. TWO**  
RECREATION PARCELS



THESE RECREATION PARCELS ARE LOCATED WITHIN THE HILLSBORO LANDINGS CONDOMINIUM NO. TWO, WHICH IS A CONDOMINIUM DEVELOPMENT IN THE CITY OF CHICAGO, ILLINOIS. THE PARCELS ARE DESCRIBED AS FOLLOWS:

PARCEL 1: A rectangular parcel measuring approximately 100 feet by 150 feet, located at the northwestern corner of the development. It is bounded by the city of Chicago to the north and west, and by the development's common area to the south and east.

PARCEL 2: A rectangular parcel measuring approximately 100 feet by 150 feet, located at the northeastern corner of the development. It is bounded by the city of Chicago to the north and east, and by the development's common area to the south and west.

PARCEL 3: A rectangular parcel measuring approximately 100 feet by 150 feet, located at the southwestern corner of the development. It is bounded by the city of Chicago to the south and west, and by the development's common area to the north and east.

PARCEL 4: A rectangular parcel measuring approximately 100 feet by 150 feet, located at the southeastern corner of the development. It is bounded by the city of Chicago to the south and east, and by the development's common area to the north and west.

THESE PARCELS ARE TO BE USED FOR RECREATION PURPOSES, SUCH AS WALKING, JOGGING, AND PLAYING. THEY ARE TO BE MAINTAINED IN A WELL-KEPT AND ATTRACTIVE MANNER, AND ARE TO BE AVAILABLE TO THE RESIDENTS OF THE DEVELOPMENT AT ALL TIMES.



DESCRIPTION: CONDOMINIUM PROPERTY

A portion of the NW $\frac{1}{4}$  of Section 5, Township 48 South, Range 43 East, Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, a distance of 27.56 feet; thence N 82°01'28" W, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 476.92 feet; thence S 61°44'15" E, a distance of 309.43 feet; thence S 25°38'03" W, a distance of 179.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.00 feet; thence S 25°38'03" W, a distance of 20.00 feet; thence S 64°21'57" E, a distance of 120.00 feet; thence S 25°38'03" W, a distance of 38.0 feet to a point on the North Right-of-Way line of said Hillsboro Avenue; thence S 89°18'03" W, a distance of 264.15 feet to the Point of Beginning. LESS AND EXCEPT the following described parcel:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 5; thence N 02°01'27" W, along the West line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , a distance of 170.56 feet to a point on the North Right-of-Way line of Old Hillsboro Avenue, (a 30-foot Right-of-Way) thence N 89°18'03" E, along said Right-of-Way line, a distance of 264.15 feet; thence N 25°38'03" E, a distance of 38.0 feet; thence N 64°21'57" W, a distance of 120.00 feet; thence N 25°38'03" E, a distance of 13.79 feet to the Point of Beginning of this Description; thence N 64°21'57" W, a distance of 8.03 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 183.46 feet; thence N 19°21'57" W, a distance of 30.50 feet; thence N 25°38'03" E, a distance of 154.99 feet; thence S 64°21'57" E, a distance of 5.0 feet; thence N 25°38'03" E, a distance of 12.0 feet; thence N 64°21'57" W, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 45.05 feet; thence N 25°38'03" E, a distance of 5.0 feet; thence N 64°21'57" W, a distance of 6.0 feet; thence N 25°38'03" E, a distance of 41.15 feet; thence S 61°44'15" E, a distance of 230.40 feet; thence S 25°38'03" W, a distance of 178.98 feet; thence S 19°21'57" E, a distance of 40.94 feet; thence S 64°21'57" E, a distance of 12.0 feet; thence S 25°38'03" W, a distance of 6.21 feet to the Point of Beginning.

AND, ALSO, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5; thence N 02°01'27" W, along the West line of said North  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , a distance of 170.56 feet to the Point of Beginning of this Description; said point being further described as being on the North Right-of-Way line of the Old Hillsboro Avenue (a 30-foot Road Right-of-Way); thence S 89°18'03" W, along the said North Right-of-Way line, a distance of 27.56 feet; thence N 82°01'28" W, along the said North Right-of-Way line, a distance of 218.91 feet; thence N 25°38'03" E, a distance of 10.49 feet; thence S 82°01'28" E, parallel with and 10.0 feet North of the North Right-of-Way line of the aforementioned Old Hillsboro Avenue, a distance of 214.97 feet; thence N 89°18'03" E, parallel with and 10.0 feet North of the aforementioned North Right-of-Way line, a distance of 295.90 feet; thence S 25°38'03" W, a distance of 11.16 feet; thence S 89°18'03" W, along the aforementioned North Right-of-Way line, a distance of 264.15 feet to the Point of Beginning.

EXHIBIT D

OF

THE RECREATION AND COMMUNITY FACILITY LEASE

OFF  
RE: 6516  
PAGE 236

PAGE 236

