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DECLARATION OF CONDOMINIUM
OF
ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

ASCOT DEVELOPMENT LTD., INC., a Florida corporation, as the owner in fee simple of the "Land" (as hereinafter defined) hereby makes this Declaration of Condominium of Ascot Villas At Eagle Trace, A Condominium ("Declaration") to be recorded amongst the Public Records of Broward County, Florida, where the Land is located, and states and declares:

I. SUBMISSION STATEMENT

Ascot Development Ltd., Inc. hereby submits the Condominium Property to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the 1984 session of the Florida Legislature ("Act").

II. NAME

The name by which the condominium created hereunder (hereinafter referred to as the "Condominium") and the Condominium Property are to be identified is:

ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

III. LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership ("Land") is attached hereto and made a part hereof as Exhibit A.

IV. DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act, and for clarification, the following terms shall have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the 1984 Session of the Florida Legislature.

B. "Annual Assessment" means a share of funds required for the payment of Common Expenses, which is assessed annually against an Owner.

C. "Articles" means the Articles of Incorporation of the Association.

D. "Ascot Villas At Eagle Trace, A Condominium" or "Condominium" means the condominium created by submitting the Land to condominium ownership pursuant to this Declaration.

E. "Assessment" means Special Assessment and/or an installment of an Annual Assessment.

F. "Association" means Ascot Villas Condominium Association, Inc., a Florida corporation not for profit, responsible for the operation of the Condominium.

G. "Board" means the Board of Directors of the Association.

H. "Bylaws" means the Bylaws of the Association.

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PREPARED BY:
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I. "Common Elements" means the portions of the Condominium Property not included in the Units.

J. "Common Expenses" mean the expenses for which the Owners are liable to the Association as set forth in various sections of the Act and the expenses described as "Common Expenses" in the Condominium Documents, and include but are not limited to:

(i) costs incurred in the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association (but not including the costs incurred by the Association for maintenance performed within each Unit pursuant to Paragraph XIV.B.2 hereof), and cost of insurance as set forth herein;

(ii) a share of the Operating Expenses as set forth in the Covenants; and

(iii) any other expenses designated as "Common Expenses" by the Board.

K. "Completion Amendment" means an amendment to this Declaration with Unit Survey(s) for one (1) or more Units attached thereto which is recorded amongst the Public Records of the County to reflect substantial completion of the improvements within such Unit(s).

L. "Condominium Documents" means in the aggregate this Declaration, the Articles, the Bylaws, the Covenants and all of the instruments and documents referred to therein and the rules and regulations adopted by the Association.

M. "Condominium Property" means the Land submitted to the condominium form of ownership pursuant to this Declaration and all easements and rights appurtenant thereto intended for use in connection therewith.

N. "Corporation" means Eagle Trace Community Association, Inc., a Florida corporation not for profit.

O. "Corporation Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to the Corporation as set forth in the Covenants, including, but not limited to, the real property described in Exhibit B of the General Protective Covenants.

P. "County" means Broward County, Florida.

Q. "Covenants" means the General Protective Covenants and the Neighborhood Covenants.

R. "Declaration" means this document.

S. "Developer" means Ascot Development Ltd., Inc., a Florida corporation, its successors and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer's rights or obligations under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of Developer's rights or obligations in the respective instrument of conveyance or other instrument executed by Developer.

T. "Eagle Trace Community" means the multistaged community bearing that name which is located in Coral Springs, Florida, of which the Condominium is a part.

U. "General Protective Covenants" means the Declaration and General Protective Covenants for Eagle Trace Community recorded in Official Records Book 11230, Page 152 of the Public Records of the County, and any and all amendments and supplements thereto, providing for, amongst other things, the operation of Eagle Trace Community and the sharing of Operating Expenses, a portion of which will be a Common Expense of the Condominium.

V. "Member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and Bylaws whether or not that person participates in the Association as a member.

W. "Neighborhood Covenants" means the Declaration of Neighborhood Covenants for Parcel F of the Plat (Parcel F is the Land submitted to condominium ownership pursuant to this Declaration) recorded in Official Records Book 12238, Page 273 of the Public Records of the County and any and all amendments and supplements thereto. The Neighborhood Covenants supplement the General Protective Covenants.

X. "Operating Expenses" mean the expenses and costs incurred under the Covenants and include, but are not limited to, the costs and expenses incurred by the Corporation in administering, operating, constructing, reconstructing, financing, maintaining, repairing and replacing the Corporation Common Areas or portions thereof and improvements thereon as well as expenses incurred by the Corporation in fulfilling obligations with regard to the "Governing Documents" (as defined in the Covenants), all as more particularly set forth in the Covenants, a share of which is part of the Common Expenses.

Y. "Owner" means "unit owner" as set forth in the Act and is the owner of a Unit.

Z. "Party Walls" means all division walls between two (2) residences located upon the boundary between two (2) Units, provided that the mere fact that such a division wall between two (2) Units is found to be not on the boundary between two (2) Units shall not preclude that division wall from being a Party Wall.

AA. "Plat" means the Plat of Eagle Trace recorded in Plat Book 116, Page 19 of the Public Records of the County.

BB. "Privacy Walls" means the walls (other than Party Walls) or fences erected or which may be erected along the boundary between two (2) Units and all foundational and support structures with respect thereto, collectively referred to as "Privacy Walls"; provided that the mere fact that a wall or fence is found not to be on the boundary between two (2) Units shall not preclude that wall or fence from being a Privacy Wall.

CC. "Special Assessment" means an assessment levied by the Board in addition to the Annual Assessment against a Unit or Units, whether or not for a cost or expense which is included within the definition of "Common Expense," either as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other Owners to pay their Annual Assessment or any other amount due the Association; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

DD. "Survey" means the survey of the Land, graphic description of improvements constructed and/or proposed for the Land and plot plan thereof attached hereto as Exhibit B and made a part hereof.

EE. "Unit" means "unit," as set forth in the Act, and is that part of the Condominium Property which is subject to exclusive ownership.

FF. "Unit Survey" means a survey of a Unit, graphic description of the substantially completed improvements within such Unit and plot plan thereof with a certificate of a surveyor for such Unit prepared and signed in accordance with the requirements of Section 718.104(4)(e) of the Act, which includes a certification that all planned improvements, including, but not limited to, the entire "Building" (as hereinafter defined) in which such Unit is located (including the portion of the Building located in the adjoining Unit), landscaping, utility services and access to such Unit and Common Elements serving the Building in which such Unit is located have been substantially completed.

V. DESCRIPTION OF IMPROVEMENTS

A. The Land and improvements, which have been constructed or will be constructed thereon and which are being submitted to condominium ownership pursuant to this Declaration, are described on the Survey. The improvements which have been constructed or are presently planned to be constructed include nineteen (19) buildings ("Buildings"). Each Building which has been or will be constructed contains or will contain two (2) residences. Each residence is or will be located within a separate Unit. There are a total of thirty-eight (38) Units. The Survey shows the Buildings which have been actually constructed, if any, together with proposed plans for each type of residence ("Permitted Residence Types") comprising part of a Building which may be constructed containing two (2) residences. Developer reserves the right to construct any Permitted Residence Type within a Unit owned by the Developer without any amendment to the Declaration being required. Upon substantial completion of the improvements within a Unit, Developer shall record a Completion Amendment for such Unit amongst the Public Records of the County. Each Unit is identified by a separate and unique number, and no Unit bears the same designation as any other Unit. The Units and Common Elements included in this Condominium are described on the Survey.

B. The Survey shows and identifies, among other things, the Common Elements and each Unit and shows their relative locations and dimensions. At the time of recording of this Declaration amongst the Public Records of the County, the improvements within all the Units have not been completed. However, at the time of recording this Declaration, improvements within one (1) or more Unit(s) may have been substantially completed and all planned improvements, including, but not limited to, landscaping, utility services and access to such completed Unit(s) and the Common Element facilities serving such completed Units, may have been completed. If such is the case, there shall be attached to the Survey and made a part of this Declaration a certificate of surveyor stating the foregoing prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

VI. UNDIVIDED SHARES IN COMMON ELEMENTS

Each of the Units shall have appurtenant thereto an undivided share in the Common Elements in accordance with the "Schedule of Shares in Common Elements," hereto annexed as Exhibit C and made a part hereof, subject, however, to the use of the Common Elements by the Owners in accordance with the provisions of this Declaration.

VII. SHARES IN COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses shall be shared and the "Common Surplus" (as defined in the Act) shall be owned by each of the Owners in the same proportions as

their ownership interest in the Common Elements set forth on Exhibit C to this Declaration.

VIII. VOTING RIGHTS OF OWNERS

A. Each Owner or the Owners collectively of the fee simple title of record of a Unit shall be entitled to one (1) vote ("Voting Interest") in the Association with respect to matters on which a vote by Owners is taken under the Condominium Documents or the Act.

B. The Voting Interest of the Owners of a Unit owned by more than one (1) natural person (including husband and wife) or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a certificate of voting authorization ("Certificate") or proxy executed by all of the Owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. If such a Certificate or proxy is not filed with the Secretary of the Association, the Voting Interest of such Unit shall not be considered for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph VIII.B above, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their Voting Interest:

1. Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their Voting Interest on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the spouse present may cast the Unit's Voting Interest without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the Voting Interest of said Unit shall not be considered.

3. Where neither spouse is present, the person designated in a proxy signed by either spouse may cast the Unit's Voting Interest, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the Voting Interest of said Unit shall not be considered.

IX. ASSOCIATION

A. The Association, a corporation not for profit, organized and existing under the laws of the State of Florida, is responsible for the operation of this Condominium. A true copy of the Articles of the Association is hereto annexed as Exhibit D and made a part hereof. A true copy of the Bylaws of the Association is hereto annexed as Exhibit E and made a part hereof.

B. Each Owner shall be a member of the Association in accordance with the provisions of the Articles.

C. The Association shall be required to obtain the approval of the Owners of three-fourths (3/4) of all the Units prior to commencing any lawsuit other than for the following purposes:

- (i) The collection of Assessments;
- (ii) The collection of other charges which Owners are obligated to pay pursuant to the Condominium Documents;
- (iii) The enforcement of use and occupancy restrictions contained in the Condominium Documents or such other use and occupancy restrictions established by the Board, or of record;
- (iv) The enforcement of the provisions regarding the sale, lease and other transfer of Units contained in the Condominium Documents; or
- (v) In an emergency situation during which waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Condominium Property or to Owners.

X. EASEMENTS

A. Perpetual Nonexclusive Easement

The roadway and other rights-of-way, if any, now or hereafter located within the Common Elements of this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over, and across the same to the private roadway shown as Parcel E on the Plat, which easement is hereby created in favor of: (i) the Developer, its nominees, agents and employees; (ii) the Corporation; (iii) the Association; (iv) Owners and their lessees for their use and for the use of their family members, agents and invitees; for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The easement rights created hereunder shall be used in a manner consistent with the structural design of the improvements and shall not be used in a manner so as to create a nuisance. The easements described herein are intended to comply with Section 718.104(4)(m) of the Act.

Pursuant to the Plat, Owners and their tenants, invitees, licensees, mortgagees and employees have been granted an easement for ingress and egress over Parcel E as shown on the Plat from the Condominium Property to Coral Ridge Drive, a dedicated street.

B. Easements and Cross-Easements on Common Elements

Developer, for itself and its nominees, reserves the right to impose upon the Land henceforth and from time to time such easements and cross-easements for the installation, operation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal and the like as Developer deems to be in the best interest of, and necessary and proper for the Condominium. The Developer reserves for the Association the right to grant permits, licenses, and easements over the Land for utilities and other purposes reasonable necessary or useful for the proper maintenance or operation of the Condominium; provided, however, no such easement, permit or license may be granted with respect to any portion of a Unit owned by Developer without Developer's prior written consent. No easement will be

granted pursuant to this Paragraph X.B with respect to any part of the Land lying beneath any improvements; provided, however, that the foregoing shall not preclude the granting of easements over the Land lying under improvements other than Buildings, it being understood that the holder of such easement may make minor alterations to then existing improvements other than Buildings such as, but not limited to, alteration or temporary removal of a wall or a portion thereof provided that same is repaired and/or restored as the case may be by the entity holding such easement within a reasonable time thereafter.

C. Easement for Encroachments

All of the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements (now or hereafter existing) upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

D. Limitation of Easements

All easement rights reserved or granted to Developer hereunder shall terminate upon the later to occur of the following: (1) Developer no longer holding any Units for sale in the ordinary course of business; and (2) substantial completion of the improvements included in each Unit. In addition, the easement rights granted or reserved by Developer hereunder are not to be construed as creating an affirmative obligation to act on the part of Developer.

F. Construction, Repair and Maintenance Easements

An easement or easements are hereby granted to construct, service, maintain, repair or replace any improvements, including landscaping and sprinklers and other improvements within a Unit, including reasonable rights to access for persons and equipment necessary to accomplish such purpose in favor of Developer and the Association and their respective designees for purposes of performing the maintenance described herein. Also, an easement is hereby granted in favor of an Owner and his designees for access at reasonable times (and immediate access in the event of an emergency) to any residence attached to his residence, including the roof of the attached residence, for purposes of maintaining, repairing, or replacing portions of his residence, including Party Walls and Privacy Walls; provided such Owner causes to be repaired any damage done to the attached residence and appurtenances thereto by such Owner or his designees.

G. Drainage Easements

Developer hereby grants perpetual easements for drainage to the Association over a portion of Units 6 and 7 and 16 and 17, as more particularly shown on the Survey; provided, however, the Association, after using such easement, shall restore any damaged improvements or landscaping originally installed by the Developer or replacements thereof to substantially the same condition as existed prior to the use of such easement.

H. Utility Easements

Developer hereby grants perpetual nonexclusive easements for utilities for providers of utilities such as electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission and the like over the eight foot (8') utility easement shown on the Survey attached as Exhibit B hereto; provided, however, that each such provider will use such easement on such terms and conditions as shall be approved by Developer, in writing, which approval may be evidenced by a recorded easement executed by Developer as grantor setting forth such terms and conditions.

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XI. APPORTIONMENT OF TAX OR SPECIAL
ASSESSMENT IF LEVIED AND ASSESSED
AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole rather than levying and assessing such tax or special assessment against each Unit (hereinafter referred to as a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association or, if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Owners. Each Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which such Owner shares in the Common Elements. In the event any New Tax shall be levied, the Association shall separately specify and identify that portion of the annual budget or of the Special Assessment attributable to such New Tax, and the portions of such New Tax allocated to a Unit shall be and constitute a lien upon such Unit to the same extent as though such New Tax had been separately levied by the taxing authority upon each Unit at the time of the Annual Assessments following such budget or the levying of such Special Assessment.

B. All personal and real property taxes levied or assessed against personal or real property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

XII. OCCUPANCY AND USE RESTRICTIONS

A. The Units shall be used for single-family residences only. For purposes of this Article XII, a "family" is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit. No separate part of a Unit may be rented, and no transient (as defined in Chapter 509, Florida Statutes 1984) may be accommodated therein. Units may be rented in accordance with the provisions of Paragraph XII.B hereof and Article XIII hereof and the Association's rules and regulations. Except as set forth in Paragraph XXIV.B hereof, no trade, business, profession or other type of commercial activity may be conducted in any Unit. This limitation is not intended to preclude a resident in the Condominium from carrying on activities normally carried on at home in connection with his occupation, such as telephone calls, working with a home computer or writing a book, which do not adversely affect other residents, but this provision is intended to prohibit commercial activities which adversely affect other residents of the Condominium by increasing traffic and noise in the Condominium.

B. No Unit may be rented for a term of less than three (3) months and no Unit may be rented more than two (2) times within any twelve (12)-month period; provided, however, that if a lease of a Unit is terminated more than thirty (30) days prior to the expiration of its term because a tenant defaulted or requested an early termination, such lease shall not be counted for purposes of determining whether a Unit has been rented more than two (2) times within any twelve (12)-month period. Where a Unit is leased, lessees or tenants under said leases and their family members and guests shall be subject to the occupancy and use restrictions applicable to Owners and any additional restrictions applicable to lessees or tenants set forth in the Condominium Documents.

C. Where a Unit is owned by a corporation or other legal entity, a Certificate of Residency shall be executed by properly designated officers, partners or principals of such legal entity, designating an individual as a permanent resident for the Unit. The permanent resident designated by such entity shall be subject to the occupancy and use restrictions set forth in the Condominium Documents.

D. An Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Owners or the Association. An Owner shall not make nor permit any disturbing noises in his Unit or upon the Common Elements. In addition, Owners shall not permit their family, servants, employees, agents, visitors or licensees to do anything that will interfere with the rights, comforts or convenience of other Owners. No Owner shall commit or permit to be committed any nuisance or immoral or illegal act in his Unit or on the Common Elements. The Board may require an Owner to install carpet over padding meeting the specifications established by the Board or place area rugs in the bedrooms, den, living room and dining room areas of a Unit in order to curtail noise disturbing another Owner. Except for hard surface flooring installed by the Developer and replacement thereof, no floor covering except carpeting or area rugs may be installed in a Unit without the prior written consent of the Association, which consent may be withheld by the Association in its sole and absolute discretion. No Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a phonograph, tape recorder, television set or radio in the Unit between the hours of 11:00 p.m. and the following 9:00 a.m. if the same shall disturb or annoy other occupants of the Condominium. No Owner shall give or permit to be given vocal or instrumental instruction on the Condominium Property which creates a nuisance to another Owner or lessee, as determined by the Board.

E. Except as set forth in Paragraph XXIV.B hereof, no Owner shall display any sign, advertisement or notice of any type on the exterior of his Unit, the Common Elements or at any window or other part of his Unit. No Owner shall cause anything to project out of any window, door, patio or balcony of his Unit except as may be approved in writing by the Association.

F. Only common household pets such as cats, dogs, aquarium fish and caged birds shall be permitted and allowed to remain, provided such pet(s) are not a nuisance to other Owners. An Owner, by purchasing a Unit, agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on the Condominium Property. If a dog or other animal becomes obnoxious to other Owners or lessees by its barking or otherwise, then the Owner having such pet must cause that problem to be corrected and, if it is not corrected, the Owner, upon written notice from the Association, will be required to permanently remove the animal from the Condominium Property. An Owner shall not keep any other animals, livestock or poultry within a Unit, nor may any of the same be raised, bred or kept upon any portion of the Condominium Property. No dogs shall be permitted on the Common Elements except on a leash. Pets may be prohibited from certain portions of the Common Elements designated by the Board.

G. No clothesline or other similar device shall be allowed on any portion of the Condominium Property if such is visible from outside a Unit.

H. No awnings, curtains, shades, window guards, light reflective materials, aluminum foil, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be attached or affixed to the exterior of or be used in or about a Unit except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

I. Each Owner who plans to be absent from his Unit during the hurricane season (June 1 through November 1) must prepare his Unit prior to his

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departure by removing all furniture, potted plants and other movable objects from his lawn areas, pool deck, patio and balcony and by designating a responsible firm or individual, satisfactory to the Association, to care for his Unit should the Unit suffer hurricane damage, which firm or individual must contact the Association for approval to install or remove hurricane shutters.

J. No Owner shall use or permit to be brought onto any portion of the Condominium Property any inflammable oils or fluids such as gasoline (except in his motor vehicle), kerosene, naphtha, benzine or other explosives or articles deemed by the Association to be extra hazardous to life, limb or property. The foregoing shall not preclude use or storage of a maximum of two (2) twenty (20)-pound or smaller cylinders of gas for use in a gas grill in a Unit, provided appropriate safeguards are observed.

K. Antennas and Aerials: No antennae or aerial of any sort (including, but not limited to, a receiving dish) shall be placed upon a Unit if such is visible from any other Unit or the Common Elements.

L. Garbage: No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any portion of the Condominium Property except in closed containers. All such containers, shall be kept in the garage or in the rear of a Unit so as to be screened from view except on days designated for trash collection when such containers may be neatly placed in the areas designated by the collection service. Such containers shall be kept in a neat, clean and sanitary condition; no noxious or offensive odors shall be permitted; and no refuse shall be allowed to accumulate so as to be detrimental to the Condominium.

M. Parking Limitations: There shall be no pickup trucks, vans, panel trucks or other trucks, trailers, boats, golf carts, campers, motorcycles, motor homes or commercial vehicles parked or stored within the Condominium unless wholly contained in a garage; provided, however, that the prohibition shall not apply to portions of the Land on which bona fide construction activities are taking place nor does it prohibit routine deliveries by tradesmen or the use of trucks in making service calls.

N. Mining or Drilling: There shall be no mining, quarrying or drilling, for oil or other minerals ("Mining Activity") undertaken within any portion of the Condominium. The installation of wells or pumps for sprinkler systems in compliance with applicable governmental requirements shall not be deemed a Mining Activity.

O. Lawns and Landscaping: All yard areas within a Unit shall be fully sodded.

P. Barbecues: Barbecues may only be located and used to the rear of a Unit.

Q. Standing Bicycles or other Items: No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any extended period of time on any part of the Condominium Property except if not visible from the roadway within the Condominium.

R. Utility Addition: No additional utility systems, including without limitation, water, sewage, electrical, air conditioning and heating systems, lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Unit without the prior written consent thereto by the Board, which consent shall not be unreasonably withheld if such addition complies with all

applicable ordinances, requirements and regulations of governmental authorities and the use or aesthetic appearance of any of the Units is not impaired, as determined in the Board's sole and absolute discretion. All installations shall be done by licensed contractors. Owners acknowledge and agree that the Board has no expertise in construction nor shall it be required to employ same, thus the Board makes no representations and/or warranties when it issues an approval as to the fitness, merchantability and/or soundness of the construction of such approved addition.

S. Additions to Units: No Unit shall be modified by addition of improvements thereto including garages, porches, screened areas, Florida rooms or fences, without the prior written consent thereto by the Board nor shall modification be made to a pool without the prior written consent thereto by the Board. Consent by the Board to such additions shall be granted provided same does not damage or impair the aesthetic appearance of the Condominium, as determined in the Board's sole discretion. Additionally, all of the aforementioned modifications must comply with the building codes of the County and all other governmental entities having jurisdiction, if any.

T. Alterations: No Owner shall make any alterations to the exterior of the improvements within his Unit, including but not limited to, the painting, staining or varnishing thereof, without the prior written approval thereof by the Board as more particularly set forth in Article XIV hereof.

U. Casualties: In the event the improvements within a Unit or any part thereof are damaged or destroyed by casualty or otherwise, the Owner thereof shall, within a reasonable period of time after such incident, clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with this Declaration or promptly clear the damaged improvements and grass over and landscape the Unit in an aesthetically pleasing manner. In the event an Owner does not commence to rebuild or promptly clear and landscape as aforesaid, then the Association may, but shall not be obligated to, cause such improvements to be rebuilt or to cause the damaged improvements to be cleared and the Unit to be landscaped and may assess such Owner and his Unit for the cost thereof. Such assessment may be collected by the Association by any legal process at law or in equity including as a Special Assessment under this Declaration or as an equitable lien running with the Unit.

V. Reconstruction: Any repair, rebuilding or reconstruction resulting from casualty or other damage to any improvements or any part or parts thereof, shall be substantially in accordance with: (i) the plans and specifications for such improvements as originally constructed; (ii) such improvements as previously reconstructed; or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of the previously constructed improvements (except such as are required by applicable law or building codes) shall require approval by the Owners holding title to a majority of the Units in the Condominium and the mortgagees holding mortgages encumbering a majority of the Units in the Condominium. In the event the Board must approve a set of plans and specifications, the Board may, but shall not be obligated to, hire such professionals to review same on behalf of the Board, which cost shall be paid by the applicable Owner prior to receiving approval by the Board.

W. Aluminum Foil: Aluminum foil or a similar substance shall not be placed on windows or exterior doors within any Unit.

X. Removal of Sod or Alteration of Drainage, etc.: Except for the acts and activities of Developer and its nominees in the development of the

Condominium, no sod or topsoil shall be removed from the Condominium and no change in the condition of the soil and the level of the Land shall be made without the prior written consent of the Association.

Y. Radio Equipment: No ham radios, regular transmission equipment (including walkie talkies and CB radios) or microwave transmission equipment shall be operated or permitted to operate in the Condominium without the prior consent of the Association and such consent may be revoked by the Association in the event the operation of any such equipment interferes with television or radio reception.

Z. Repairs: No maintenance or repairs shall be performed on any boat or motor vehicle upon any portion of the Condominium except within a garage where it is totally isolated from public view.

AA. Reflective and Tinted Glass: No reflective or tinted glass shall be used for windows or doors of any improvements constructed within the Condominium unless approved in writing by the Association.

BB. Artificial Vegetation: No artificial grass, plant or other artificial vegetation shall be placed or maintained on or upon the exterior portion of any Unit unless approved by the Association in writing.

CC. Solar Collector Panels: No solar collector panels shall be permitted unless the location, design and appearance thereof has been approved in writing by the Association.

DD. Prohibited Structures: No structure of a temporary character, trailer, tent, shack, shed or outbuilding shall be erected on any portion of the Condominium at any time. Notwithstanding the foregoing, during construction of the Condominium, construction sheds and trailers used to facilitate the construction of improvements may be located upon the Condominium Property with the prior written consent of Developer.

The Association may, from time to time, promulgate rules and regulations with respect to occupancy and use of the Units and the Common Elements which are not inconsistent with the provisions of the Covenants and this Declaration. Also, pursuant to Section 3.02(b) of the General Protective Covenants, changes to a Unit which affect the exterior appearance of the Unit must be approved by the "Declarant" (as defined in the General Protective Covenants). For additional restrictions, please refer to the General Protective Covenants and the Neighborhood Covenants.

XIII. CONVEYANCE, SALES AND MORTGAGES

In order to assure a community of congenial Owners and to protect the value of the Units, the conveyance, transfer, leasing and mortgaging of Units, and the improvements hereinafter constructed thereon, shall be subject to the provisions of this Article XIII and any conveyance, transfer, lease or mortgage which is not in accordance with these provisions shall be invalid, unless subsequently approved by the Association.

A. Sale or Lease

No Owner may convey, transfer or dispose of his Unit or any interest therein or improvement thereon by sale, lease or otherwise (except to the spouse, children or parents of such Owner) without approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Owner intends to make a sale or lease of his Unit or any interest therein, or improvement thereon, he ("Offeror") shall give written notice to the Association of such intention ("Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms supplied by the Association ("Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. In the instance of a sale, within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval") or furnish to the Offeror by written notice ("Substitution Notice") the name and address of a purchaser approved by the Association to accept the terms of the Offering ("Substituted Purchaser"). In the instance of a lease, within fifteen (15) days after the receipt of the Notice, the Association shall, by its Board, either grant Approval or, where the Association disapproves such lessee, it shall provide to the Offeror by Substitution Notice the name and address of a lessee approved by the Association to accept the terms of the lease ("Substituted Lessee").

(a) The Approval shall be in writing in recordable form signed by any two (2) members of the Board (hereinafter referred to in this Declaration as the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser or lessee named in the Offering. Failure of the Board to grant Approval or to furnish a Substituted Purchaser within thirty (30) days with respect to a sale or to grant Approval or to provide a Substituted Lessee with notice of disapproval within fifteen (15) days with respect to a lease after the Notice is given shall constitute Approval of the Offering, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser or lessee of the Offeror named in the Offering unless same has been otherwise disapproved by the Association.

(b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Substituted Lessee, as the case may be; provided, however, that the Substituted Purchaser or Substituted Lessee shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale or lease of the Offeror's Unit. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Substituted Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser or Substituted Lessee. Upon closing with the Substituted Purchaser, the Association shall deliver its Certificate of Approval.

(c) In the event the Substituted Purchaser or Substituted Lessee furnished by the Association pursuant to this Subparagraph XIII.A.2 shall default in his obligation to purchase or lease such Unit, then the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser or lessee of the Offeror named in the Offering.

(d) Notwithstanding the provisions of this Paragraph XIII.A, the Association shall not be required to furnish an Approval or a Substituted Purchaser or Substituted Lessee if the intended purchaser, lessee or

transferee would not be permitted pursuant to the restrictions set forth in the Covenants, this Declaration and/or the rules and regulations promulgated by the Board, including the right of the Board to approve the credit worthiness of a proposed purchaser, lessee or transferee. Further, no Approval shall be given until and unless all past due Assessments are paid or payment provided for to the satisfaction of the Association.

B. Mortgages

No Owner may mortgage his Unit or any interest therein or improvement thereon without the approval of the Association, by the Board, except to: (i) a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; (ii) a Federal or State Savings and Loan Association or Building and Loan Association or commercial bank doing business in the State of Florida; (iii) a mortgage banking company licensed to do business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; (iv) a Real Estate Investment Trust authorized to transact business in the State of Florida; (v) a national banking association chartered under the laws of the United States of America; (vi) Developer, or a nominee of Developer; (vii) a mortgagee which has loaned money to Developer; (viii) the owner of a mortgage encumbering the Land at the time of recordation of this Declaration; (ix) an Owner selling his Unit who takes back a purchase money mortgage to secure a portion of the purchase price; (x) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veteran's Administration, and such other Secondary Mortgage Market Institutions as the Board shall hereinafter approve in writing which has acquired a mortgage upon a Unit; or (xi) any pension or profit sharing funds qualified under the Internal Revenue Code. Hereinafter, such permitted mortgagees described above are called "Approved Mortgagees," which term also includes any transferee of a mortgage encumbering any Unit which mortgage was originally held by Developer and such transferees shall have all of the rights which Developer would have had if Developer had not transferred such mortgage. The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

C. Acquisition by Gift, Devise or Inheritance

1. Any person who has obtained a Unit by gift, devise, inheritance or by any other method not heretofore considered (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Association and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to the Association, then after receiving knowledge thereof the Association shall proceed in accordance with the following Subparagraph XIII.C.2 as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association, by the Board, shall have the right either to approve or disapprove of such transfer of title. Approval by the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this subparagraph within such thirty (30)-day period, such failure to act shall be deemed to constitute such approval and the Association shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty

(30)-day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the proposed purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers so selected; unless within ten (10) days after the name of the purchaser has been furnished to the person holding title, the purchaser and the person holding title agree upon either of the following methods: (i) by mutual agreement by the purchaser and the person holding title; or (ii) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration. In the event the person holding title refuses to execute such a contract or comply with such a contract, the Association shall have the right to dispossess such person, his family members, guests or lessees from the Unit after giving notice to the person holding such title and after institution of appropriate legal proceedings.

3. In the event the purchaser furnished by the Association pursuant to the subparagraph immediately preceding shall default in his obligation to purchase such Unit, then the Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver the Certificate of Approval.

4. If a person who has acquired title by gift, devise or inheritance would not be permitted to occupy the Unit pursuant to the Occupancy and Use Restrictions set forth in Article XII of this Declaration, then such person may not occupy the Unit, notwithstanding that the Association shall have failed to furnish a purchaser who will purchase the Unit at its fair market value.

D. Rights of Approved Mortgagee in Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Approved Mortgagee upon becoming an Owner through foreclosure or by deed in lieu of foreclosure or whomsoever shall become an Owner as a result of a foreclosure sale by an Approved Mortgagee shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Unit without prior approval of the Board, and the provisions of Paragraphs A, B, and C of this Article XIII shall not apply to such persons. It is the intent hereof to provide that an Approved Mortgagee, upon becoming the Owner of a Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Unit approved by the Association and that it is also free from the other restrictions of Paragraphs A, B and C of this Article XIII. Further, a purchaser of a Unit at a foreclosure sale from an Approved Mortgagee does not require the Association approval as to its ownership of such Unit and that Owner is likewise free to sell, lease, mortgage or otherwise transfer or encumber the Unit free from such restrictions. For purposes of this Paragraph XIII.D, the term "Approved Mortgagee" shall include mortgagees which have loaned money to Developer and which have become an Owner as a result of such loan or loans, but shall not include the Owner who is an Approved Mortgagee pursuant to Paragraph B of this Article XIII solely because he sells his Unit and takes back a purchase money mortgage to secure a portion of the purchase price.

XIV. MAINTENANCE, REPAIRS AND ALTERATIONS

A. Owners

1. Each Owner shall repair, replace and maintain in a neat, aesthetically pleasing and proper condition and good repair, at his expense when necessary, all portions of his Unit and all improvements erected thereon (except for the maintenance to be performed by the Association) subject to the provisions of Paragraph XIV.C hereof. In the event an Owner fails to properly maintain his Unit, and any improvements erected thereon in accordance with the Condominium Documents ("Defaulting Owner"), as determined by the Board in its sole discretion or by Developer for so long as Developer owns at least one (1) Unit, the Association, or the Developer for so long as the Developer owns at least one (1) Unit, shall have the right though not the obligation, upon fifteen (15) days' written notice, to enter the Unit of the Defaulting Owner and any residence located thereon for the purpose of performing the maintenance and/or repairs described in the notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and reasonable attorneys' fees through and including all appellate and postjudgment proceedings whether or not suit be instituted), together with interest thereon at the highest nonusurious rate allowed by law, shall be charged to the Defaulting Owner and shall become a lien on the Unit of the Defaulting Owner and improvements thereon. Said lien shall constitute an equitable lien servitude running with the land and shall be effective only from and after the date of recordation of a claim of lien amongst the Public Records of the County. Each Owner must perform promptly all such maintenance and repairs which if not performed would affect a Unit belonging to any other Owners or the Condominium Property. Each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement.

2. No Owner shall make any alteration in or on the Common Elements or the portions of a Unit, or improvements thereon which are maintained by the Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the Condominium Property. Any alteration or addition as aforesaid, by an Owner, shall be deemed to detrimentally affect the Condominium, unless the Board consents thereto in writing.

3. No Owner shall paint, refurbish, stain, alter, decorate, repair, replace, or enclose any improvement erected upon a Unit or the Common Elements or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, or other similar item without first obtaining written approval thereof by the Board, which approval the Board may withhold for purely aesthetic reasons. The foregoing, however, shall not prevent an Owner from painting or making alterations within the interior of his residence. The Board shall not grant any approval contemplated by this subparagraph if in its opinion the effect of any of the items mentioned herein will be unsightly. In the event the Board does not provide the approval or disapproval contemplated hereunder as to improvements erected upon a Unit within thirty (30) days from actual notice to the Board, then such approval shall be deemed granted.

4. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property or improvement thereon known to such Owner for which the Association is responsible to maintain and repair.

5. All repairs relating to piping, wiring, ducts, conduits, appliances and other facilities located within a Unit and serving only such

Unit shall be done by licensed plumbers or electricians approved by the Association, and such repairs shall be paid for by and be the financial obligation of such Owner.

6. Each Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Unit and the improvements erected thereon from time to time, during reasonable hours, as may be necessary for such proper purposes of the Association.

B. The Association

1. The Association shall repair, maintain and replace as necessary (a) all of the Common Elements, except to the extent maintained by the Corporation as set forth in Paragraph XIV.D hereof; (b) any utilities located within a Unit serving one (1) or more other Units.

2. The Association shall also maintain the sprinklers for landscaping within each Unit and perform certain maintenance with respect to the exterior surface of all improvements within a Unit which are visible from outside a Unit, including: (i) repainting and cleaning of the outside of the Buildings and Privacy Walls within a Unit or Units (the Association may also do minor repairs such as patching stucco and cracks); and (ii) maintenance of lawns, shrubbery and other landscaping, but not including driveways, pools, chimneys, decking, glass and screens. The Association shall not be responsible for repair or replacement of improvements within a Unit such as roofs or exterior walls.

3. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Owner or any Approved Mortgagee; provided, however, except in the case of an emergency, if the cost of the same shall exceed Fifteen Thousand Dollars (\$15,000), the affirmative vote of two-thirds (2/3) of the Owners shall be required in addition to such Board approval, and the cost of such alterations and improvements shall be assessed against the Owners in the manner provided in the Condominium Documents.

4. The Association may maintain, repair and improve real property adjacent to the Condominium to the extent determined necessary and appropriate by the Board, including but not limited to maintenance of the bank of the canal located to the west of the Condominium.

C. Party Walls and Privacy Walls

1. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls and Privacy Walls.

2. Notwithstanding any other provisions of this Declaration, the cost of reasonable repair and maintenance of Privacy Walls not performed by the Association pursuant to Paragraph XIV.B.1 hereto and the cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners adjacent thereto.

3. If a Party Wall or Privacy Wall is destroyed or damaged by fire or other casualty, any Owner ("Repairing Owner") adjacent thereto may restore it in accordance with the provisions of this Declaration, and the Owner of the attached residence ("Non-Repairing Owner") shall reimburse the Repairing Owner

for one-half (1/2) of the cost of restoration thereof ("Contribution Amount") without prejudice, however, to the right of the Repairing Owner to call for a larger contribution from the Non-Repairing Owner or for the Non-Repairing Owner to call for a lesser contribution under any rule of law regarding liability for negligent or willful acts or omissions.

4. Notwithstanding any other provision of this Declaration, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. The right of a Repairing Owner to the Contribution Amount from the Non-Repairing Owner under Paragraph XIV.C.3 shall be appurtenant to the Repairing Owner's Unit and shall pass to the Repairing Owner's successors in title and shall constitute a lien on the Non-Repairing Owner's Unit, which lien is subject to the same terms and provisions as the lien described in Paragraph XIV.A hereof.

6. No opening of any kind or windows shall be permitted in the Party Wall.

D. Corporation

As set forth in the Maintenance Easement and Agreements recorded in Official Records Book 11883, Page 168 and Official Records Book 12320, Page 989 and Official Records 12320, Page 993, all of the Public Records of the County, the Corporation shall perform certain maintenance functions with respect to portions of the Common Elements, namely an approximately 16.80 foot wide strip along Coral Ridge Drive and an approximately fifteen (15) foot wide strip along the northerly boundary of the Condominium Property and a small portion of the Common Elements at the northeast corner of the Condominium Property as more particularly described in the aforementioned Maintenance Easement and Agreements.

E. Miscellaneous

Pursuant to Section 3.02(b) of the General Protective Covenants, changes to a Unit which affect the exterior appearance of the Unit must be approved by the "Declarant" (as defined in the General Protective Covenants).

XV. COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association, by the Board, shall prepare and adopt in accordance with the Bylaws an annual budget of Common Expenses ("Common Expense Budget") for the operation and management of the Association and this Condominium which shall include the Association's share of the Operating Expenses. The Common Expenses shall be shared by and among the Owners in the manner described under Article VII of this Declaration which share shall be assessed against each Owner annually as the Annual Assessment. The Owners shall also be obligated to pay such Special Assessments as shall be levied in addition to the Annual Assessment by the Board against their Unit or Units whether or not for a cost or expense which is included within the definition of "Common Expense" either as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other Owners to pay their Annual Assessment or any other amount due the Association; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments

1. The record owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or of any Special Assessments levied by the Association against their Unit and for all costs of collecting such Assessments, including interest thereon at the highest nonusurious rate permitted by law and attorneys' fees at all trial and appellate levels and postjudgment proceedings. Annual Assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event any Assessment is not paid within twenty (20) days after its respective due date, the Association, by action of the Board, may proceed to enforce and collect any of such delinquent Assessments against the Owner owing the same in any manner including foreclosure and sale of the Unit as provided under the Act.

2. The Association may at any time require Owners to maintain with the Association a deposit to cover future Assessments.

3. The Association shall have all of the powers, rights and privileges and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon a Unit for any unpaid Assessment and interest thereon owed by the Owner of such Unit and the right to collect from such Owner reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings incurred by the Association incident to the collection of such Assessments or the enforcement of such lien. Assessments (including installments thereon) not paid when due shall bear interest from the date when due until paid up to the highest nonusurious rate permitted under law.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to this Condominium and, further, in the event an Approved Mortgagee (other than an Owner who is an Approved Mortgagee pursuant to Paragraph B of Article XIII solely because he sells his Unit and takes back a purchase money mortgage to secure a portion of the purchase price) holding a first mortgage on a Unit obtains title to such Unit by deed given in lieu of foreclosure such mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments levied or charged by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to acquisition of title as a result of such deed given in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure. Such share of Common Expenses or such Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Unit, effective with the passage of title to such mortgagee or its purchaser. The unpaid share of Common Expenses or Assessments shall be collectible from all of the Owners, including such acquirer and his successors and assigns. The foregoing shall not excuse an Approved Mortgagee from the payment of Assessments levied or charged against a Unit by the Association during the period of ownership of such Unit by such Approved Mortgagee whether or not such Unit is unoccupied.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until a claim of lien is recorded amongst the Public Records of the County.

6. Hereto annexed as part of Exhibit F is a schedule of the Annual Assessments ("Interim Assessments") for the period commencing with the date of recordation hereof and ending December 31, 1987 or the date of the "Majority

Election Meeting" (as defined in the Articles), whichever is the sooner to occur ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the Bylaws. Developer guarantees ("Developer's Guarantee") that during the Interim Assessment Period, the Interim Assessments will not be increased and Developer will pay all Common Expenses not paid for by Interim Assessments assessed against Owners other than Developer. During the Interim Assessment Period, no Interim Assessments shall be made against Units owned by Developer. Developer's Guarantee is made in accordance with the provisions of Section 718.116(8)(b) of the Act. Developer's Guarantee shall terminate and Assessments shall be determined and made as provided in Paragraph A of this Article XV, the other subparagraphs of this Paragraph B and the Bylaws following the termination of the Interim Assessment Period, which shall in no event ever be later than the date of the Majority Election Meeting, and commencing with such date Developer will pay any such Assessments for any of the Units owned by Developer.

7. During the Interim Assessment Period, each Owner who purchases a Unit from Developer shall pay to the Association the working capital contribution ("Capital Contribution") set forth on Exhibit F, upon conveyance of title to the Unit from Developer, which payment shall be in addition to the Interim Assessments. Subsequent to the Interim Assessment Period, the Capital Contribution shall be in an amount equal to no less than one-sixth (1/6th) of the total of the Annual Assessment and the "Unit Charge" (as defined in Article XXX hereof) then applicable to such Unit purchased from Developer. All Capital Contributions shall be maintained in a separate account for the use and benefit of the Association. The purpose of the Capital Contributions is to ensure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board; provided, however, Capital Contributions shall not be expended by the Association during the Interim Assessment Period. Capital Contributions are not advance payments of Annual Assessments and/or Unit Charges and shall have no effect on future Annual Assessments and/or Unit Charges.

XVI. LIABILITY INSURANCE AND FIDELITY BOND

A. Liability Insurance

The Board shall obtain liability insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements and real property, if any, owned by the Association and the premiums for such insurance shall be part of the Common Expenses but in no event shall such coverage be less than One Million Dollars (\$1,000,000) covering all claims for personal injury and property damage arising out of a single incident. Coverage under the liability policy (or policies) obtained by the Association shall include, without limitation: (i) legal liability of the insureds for property damage; (ii) bodily injury and deaths of persons in connection with the operation, maintenance or use of the Common Elements; (iii) host liquor liability insurance; (iv) comprehensive automobile liability insurance; (v) contractual and all-written contract insurance, if available; (vi) worker's compensation insurance to the extent required under the laws of the State of Florida together with employer liability insurance with excess coverage in such amounts as the Association may deem reasonable; and (vii) insurance to protect against any legal liability that results from lawsuits related to employment contracts in which the Association is a party. The coverage of the Association's policy shall include all of the Common Elements. Each such policy or policies shall provide that it may not be cancelled (including

cancellation for nonpayment of premium) or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the Condominium which is listed as a scheduled holder of a first mortgage in such insurance policy. All liability insurance shall contain a cross liability endorsement to cover liabilities of the Owners as a group to each Owner. Each Owner shall be responsible for the purchase of liability insurance for accidents occurring upon his own Unit or any improvements thereon and for any additional liability insurance he so desires.

B. Fidelity Bond

The Board shall obtain fidelity bond coverage for officers, employees and members of the Board and such other persons who regularly handle funds of the Association. Said fidelity bond or bonds shall name the Association as an obligee. The aggregate amount of bonds should not be less than a sum equal to one-fourth (1/4th) of the Annual Assessments levied against all Units plus reserve funds and should contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of employees or similar terms or expressions. The premiums on fidelity bonds required herein shall be part of the Common Expenses. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and each servicer of a mortgage held by an Approved Mortgagee.

XVII. CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

Each Owner shall purchase homeowners insurance insuring his Unit (including, but not limited to, all improvements) at not less than the full "Replacement Value" thereof. The term "Replacement Value" shall mean not less than one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. Such insurance shall afford protection against at least the following:

1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and
2. such other risks as shall customarily be covered with respect to structures similar to the improvements in developments similar to the Condominium in construction, location and use.

Such insurance shall also include comprehensive liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) per occurrence for personal injury and property damage designating the Association as an additional insured for the designated premises only pursuant to an HO-41 endorsement or other similar endorsement. Each such policy or policies shall provide that it may not be cancelled (including cancellation for nonpayment of premium) or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to any holder of a first mortgage on the Unit which is listed as a schedule holder of a first mortgage in such insurance policy. Said policy must also contain a standard mortgage clause, when applicable, and name as mortgagee each servicer of a mortgage held by an Approved Mortgagee, its successors and assigns. Such policy shall also include the standard "Special Condominium Endorsement," "Agreed Amount and Inflation Guard Endorsement," "Demolition Cost Endorsement" and a "Construction Code Endorsement," if such are applicable and available. Each

Owner shall pay for the foregoing insurance for his Unit and shall supply to the Association a copy of the policy in effect and a certificate showing the premium for such insurance to have been paid for the then forthcoming year and that the Association is an additional insured. Each Owner shall also obtain the flood insurance sponsored by the federal government for his Unit provided same is available.

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1- If any Owner shall fail to obtain such insurance as is required hereby or shall fail to supply satisfactory evidence to the Association that such insurance is in full force and effect ("Delinquent Owner"), the Association shall have the right, but not the obligation, to obtain such insurance and obtain a reimbursement from the Delinquent Owner for the premium together with interest at the highest nonusurious rate allowed by law. The Association is hereby irrevocably appointed agent for each Delinquent Owner for purposes of the Association obtaining such insurance. The cost of such premiums together with interest thereon at the highest nonusurious rate allowed by law and the expenses of collection (if any), including court costs and reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings, shall become a lien upon the Unit of the Delinquent Owner. The Delinquent Owner shall be personally liable to the Association for the foregoing amounts advanced by the Association. In the event the Delinquent Owner does not pay same within twenty (20) days of notice thereof, the Association may proceed to enforce and collect such amounts from the Delinquent Owner in any manner provided for by laws of the State of Florida, including foreclosure and sale of the Unit. Said lien shall be effective only after recordation amongst the Public Records of the County of a written, acknowledged statement signed by an authorized agent of the Association setting forth the amount due.

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective Approved Mortgagees. Any proceeds paid under any such policy as a result of damage to or destruction of improvements shall be utilized, to the extent necessary, toward the restoration of such improvements and, if such proceeds are insufficient therefor, the Owner in question shall be responsible for such additional sums as are necessary to so restore the improvements in question. Notwithstanding the foregoing, in the event the deficiency between the estimated cost of the repair or replacement of damaged improvements and the insurance proceeds exceeds the sum of Fifty Thousand Dollars (\$50,000) per Unit and the Owner(s) of the affected Unit(s) advise the Board, in writing, within ten (10) days of the amount of such deficiency having been established that they are opposed to a Special Assessment with respect thereto, then, and upon such event occurring, such Owner(s) of the Unit in question need not utilize the proceeds of such insurance towards the restoration and repair of the improvements by virtue of the requirements hereof, provided such Owner(s) comply with the requirements of Paragraph XII.U hereof. Any repair, rebuilding or reconstruction shall be in accordance with the provisions of the Condominium Documents.

Notwithstanding the foregoing provisions of this Article, in the event insurance proceeds are payable to an Owner for repairs or maintenance to be performed by the Association pursuant to Article XIV hereof, then the Owner shall pay such proceeds to the Association and, if the Owner fails to do so, the Association may collect such amounts together with interest thereon at the highest nonusurious rate allowed by law in the same manner as the Association may obtain reimbursement for insurance premiums as heretofore set forth.

XVIII. PROHIBITION OF FURTHER DIVISION

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration. Additionally, there shall be no further division of Units and hence, any instrument, whether a deed, mortgage, or otherwise, which describes only a portion of any Unit shall be deemed to describe such entire Unit and its interest in the Common Elements appurtenant thereto.

XIX. SEVERABILITY

If any provision of this Declaration, the Condominium Documents or the Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

XX. INTERPRETATION

A. Headings

Article, Paragraph and Subparagraph titles in this Declaration are intended only for convenience and in no way do such titles define, limit, or in any way affect this Declaration or the meaning or contents of any material contained herein.

B. Gender

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

C. Duration

In the event any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measured lives shall be those of the members of the "First Board" (as defined in the Articles).

D. Conflict

In the event of a conflict between the provisions of the Covenants and the provisions of this Declaration, the provisions of the Covenants shall control. In the event of a conflict between this Declaration and the other Condominium Documents, the provisions of this Declaration shall control.

XXI. REMEDIES FOR VIOLATION

Each Owner shall be governed by and shall comply with all the Condominium Documents as they may exist from time to time and the Act. Failure to do so shall entitle the Association, any Owner or any Approved Mortgagee to bring an action for injunctive relief, damages or both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Condominium Documents shall not be deemed a waiver of such provision or be a bar to its subsequent enforcement. In any proceeding arising because of an alleged failure of an

Owner to comply with any terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings as they may be awarded by the court.

XXII. PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER

A. Alterations

Developer reserves the right to alter the boundaries between Units and to combine two (2) or more Units into one (1) Unit or to sever any Unit comprised of two (2) or more Units into its component parts as long as Developer owns the Units so altered (which alterations made by Developer to Units it owns are hereinafter referred to as the "Alterations").

B. Amendment for Alteration of Common Elements

Any Alteration which will alter the boundaries of the Common Elements will first require an amendment of this Declaration in the manner provided in Article XXIII hereof.

C. Developer's Amendment

In the event the Alterations do not require an amendment in accordance with the provisions of Paragraph XXII.B above, then an amendment of this Declaration shall be filed by Developer in accordance with the provisions of this Paragraph C. Such amendment ("Developer's Amendment") need be signed and acknowledged only by Developer and shall not require approval of the Association, other Owners or lienors or mortgagees holding liens or mortgages encumbering all the affected Units or not encumbering any of the affected Units, whether or not such approvals are elsewhere required for an amendment of this Declaration. This amendment may adjust the share of Common Elements, Common Expenses and Common Surplus and the voting rights attributable to the Units being affected by the Alterations and may be made as a Developer's Amendment as long as Developer owns the Units for which the shares are being so adjusted.

XXIII. AMENDMENTS TO THIS DECLARATION

A. Method

negative to all units for [unclear]

Except as to matters described in Paragraphs B, C, D, F and G of this Article XXIII, Developer's Amendment and the condemnation amendment provision set forth in Paragraph XXIX.F hereof, this Declaration may be amended by the affirmative vote of the Owners owning not less than two-thirds (2/3) of all the Units. Such vote shall be taken at any regular or special meeting of the Owners called and held in accordance with the Bylaws; provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail by the Association to Developer and to all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to Developer and all Approved Mortgagees, unless such thirty (30)-day period is waived in writing by Developer and all Approved Mortgagees.

B. Change in Size of Units or Shares
In Common Elements and Common Expenses

Except for Developer's Amendment referred to in Paragraph XXII.C hereof and the condemnation amendment provision set forth in Paragraph XXIX.F hereof, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which any Owner shares the Common Elements and Common Expenses or owns the Common Surplus, nor change any Unit's Voting Interest in the Association unless all of the record owners of such Units and all of the Approved Mortgagees of the record holding mortgages on such Units shall consent in writing thereto. The provisions of Section 718.110(4) of the Act are specifically incorporated herein.

C. Errors To Amend Document 14

Whenever it shall appear to the Board that there is defect, error or omission in this Declaration or any other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call a special meeting of the Owners to consider amending the Declaration or such other documents in accordance with Section 718.110(9) of the Act. Upon the affirmative vote of Owners owning at least one-fourth (1/4) of the Units with more such affirmative votes than negative votes cast at such Special Meeting, the Association shall amend the appropriate documents to correct such defect, error or omission, and a true copy of such amendment shall be mailed by the Association to Developer and to all Approved Mortgagees. Such amendment shall become effective upon the recording of the certificate therefor amongst the Public Records of the County, but such certificate shall not be recorded until thirty (30) days after the mailing of a copy thereof to Developer and all Approved Mortgagees, unless such thirty (30)-day period is waived in writing by Developer and all Approved Mortgagees.

D. Scrivener's Error

Prior to the Majority Election Meeting, Developer alone may amend this Declaration in order to correct a scrivener's error or other minor defect or omission without the consent of the Owners or the Board, provided that such amendment does not materially and adversely affect an Owner's property rights. This amendment shall be signed by Developer alone and a copy of the amendment shall be furnished to each Owner, the Association and all Approved Mortgagees as soon after recording thereof amongst the Public Records of the County as is practicable.

E. Rights of Developer and Approved Mortgagees

No amendment of this Declaration or any Article or portion hereof shall be passed which shall impair or prejudice the rights or priorities of Developer or Approved Mortgagees or prejudice the Corporation without the specific written approval of Developer or the Approved Mortgagees or the Corporation, as the case may be.

F. Completion Amendments

Developer alone may execute and record amongst the Public Records of the County one (1) or more Completion Amendments to reflect substantial completion of improvements within one (1) or more Units. Further, until such time as Developer conveys the Unit(s) for which the Completion Amendment was recorded, Developer alone shall have the right to amend the Completion Amendment provided that such amendment does not materially and adversely affect an Owner other than Developer without his written consent.

G. Permitted Residence Type Amendment

Developer alone may execute and record amongst the Public Records of the County one (1) or more amendments to this Declaration to add or modify Permitted Residence Types which Developer may construct within a Unit owned by Developer.

XXIV. RIGHT OF DEVELOPER TO TRANSMIT BUSINESS AND TO SELL OR LEASE UNITS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE XIII

A. Right of Developer to Sell, Lease, Transfer or Convey

The provisions, restrictions, terms and conditions of Article XIII hereof shall not apply to Developer as an Owner, and in the event and so long as Developer shall own any Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests.

B. Right to Transact Business

Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Units or other real property in the Eagle Trace Community, including, but not limited to, the right to maintain models, sales areas and a sales office, place signs, employ sales personnel, use the Common Elements and show Units, and Developer reserves and shall have the right to make repairs to the Condominium Property and to carry on construction activities. Developer and its nominees may exercise the foregoing rights without notifying the Association and without any compensation to the Association from Developer. Any such models, sales areas, sales office, signs and any other items pertaining to such sales and construction efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Paragraphs A and B of this Article XXIV may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth in this Paragraph B, the provisions of Paragraph A of this Article XXIV and the other rights reserved by Developer in the Condominium Documents may be assigned in writing by Developer in whole or in part.

XXV. EAGLE TRACE COMMUNITY ASSOCIATION, INC.; COVENANTS

The Eagle Trace Community Association, Inc. (herein referred to as the Corporation) has been organized for the purpose of administering the Corporation Common Area in Eagle Trace Community in accordance with the Covenants. Each Owner is a member of the Corporation as set forth in the Covenants. The Covenants set forth, amongst other things, restrictions affecting Eagle Trace Community, including the Condominium Property, and the manner in which the "Owners" in Eagle Trace Community, their family members, guests, invitees and lessees may use and enjoy the Corporation Common Area and share the Operating Expenses. The Condominium Property is subject to the Covenants. The Association is the "Neighborhood Association" (as such term is used in the Covenants) for the Condominium. All of the obligations set forth in the Covenants including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses as therein set forth, shall run with the

Land with any assessments made pursuant to the Covenants against any "Contributing Plot" (as defined in the Covenants) constitute part of the Common Expenses and shall be collected in the same manner and to the same extent and by the same procedure as the other Common Expenses, and shall be, in the Corporation's sole and absolute discretion, assessable against all of the Condominium Property as a whole and against the Association. Unless the Corporation collects directly from Owners, the assessments due to the Corporation from such Owners in accordance with the Covenants, the Association shall assess and collect such assessments from Owners as part of the Common Expenses and shall pay such amounts to the Corporation in accordance with the Covenants.

XXVI. ASSOCIATION AUTHORIZED TO ENTER INTO AGREEMENTS

A. Real Property

The Association shall have all the powers of a condominium association under the Act and pursuant thereto. The Association is authorized to enter into agreements to acquire possessory or use interests in real property, and to acquire such possessory or use interests in real property, and to provide in such agreements that the expenses of such real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs are Common Expenses.

B. Termination of Agreements

Notwithstanding any provision in the Condominium Documents to the contrary, prior to passage of control of the Association, the Association shall not enter into leases or contracts in which it is bound unless there is a right of termination of such lease or contract, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party.

XXVII. TERMINATION

This Declaration may be terminated by the affirmative written consent of eighty percent (80%) of all Owners and the written consent of all Approved Mortgagees encumbering Units in this Condominium and Developer for so long as Developer owns any Unit; provided, however, that the Board must first approve such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose, which meeting must be held prior to the obtaining of written consent from any Owner.

In the event of the termination of this Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Owners, pro rata, in accordance with the ownership interest in the Common Elements shared by the Owners as provided in this Declaration. Any and all lien rights provided for in this Declaration, the Covenants or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Owners thereof as tenants in common. Each Owner shall continue to be responsible for his pro rata share of Common Expenses, including, but not limited to Operating Expenses. Each Owner shall also be responsible for a pro rata share of the "Unit Expenses" (as defined in Article XXX hereof).

XXVIII. RIGHTS OF MORTGAGEES

A. Right to Notice

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, upon written request to the Association, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Unit.

B. Rights of Listed Mortgagee

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;
2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and
4. Any failure by the Owner of a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Assessments or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Rights of the Developer and Approved Mortgagees to Pay Assessments and Receive Reimbursement

Developer and any Approved Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may have or have become a charge against any Unit. Further, Developer and any Approved Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any "New Tax" as set forth herein, on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may have occurred or, in regard to New Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Approved Mortgagees paying insurance premiums or any New Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association together with interest at the highest nonusurious rate allowed by law plus any costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings.

D. Right of Approved Mortgagee to Receive Financial Statement

Any Approved Mortgagee or the insurer or guarantor of a mortgage held by an Approved Mortgagee shall, upon written request made to the Association,

be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

XXIX. PROVISIONS RELATING TO CONDEMNATION
OR EMINENT DOMAIN PROCEEDINGS

A. Deposit of Awards With The Association

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Although the awards may be payable to Owners, the Owners shall deposit the awards with the Association; in the event an Owner fails to do so, in the discretion of the Board, a Special Assessment shall be made against such defaulting Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

B. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in Article VII of this Declaration and distributed to the Owners and Approved Mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

C. Unit Reduced But Tenantable

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

1. The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner thereof.

2. The balance of the award, if any, shall be distributed to the Owner of the Affected Unit and to each Approved Mortgagee of the Affected Unit, the remittance being made payable to the Owner and Approved Mortgagees, as their interests may appear.

3. If the floor area of the improvements within the Affected Unit is reduced by more than twenty-five percent (25%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Share of Common Elements") in the proportion by which the floor area of the improvements within the Affected Unit is reduced by the taking, and then the shares of all Units in the ownership of the Common Elements shall be restated with the Reduction in Share of Common Elements being allocated to all the Units in proportion to their share of ownership in the Common Elements.

D. Affected Unit Made Untenantable

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

1. The market value of the Affected Unit immediately prior to the taking shall be paid to the Owner thereof and to each Approved Mortgagee thereof, as their interests may appear.

2. The remaining portion of the Affected Unit, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in Paragraph XXIX.D.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

3. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium ("Remaining Units") shall be adjusted to distribute the ownership of the Common Elements from the Affected Unit among the Remaining Units. The shares of the Remaining Units in the ownership of the Common Elements shall be restated with the share of ownership in the Common Elements of the Affected Units being allocated to all the Remaining Units in proportion to their relative share of ownership in the Common Elements.

4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Owner and to recondition or remodel the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Owners who will continue as Owners after the changes made in the Condominium by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes resulting from the taking.

5. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Owner, the Approved Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules ("Rules") of the American Arbitration Association and Chapter 682, Florida Statutes, which shall control in the event of a conflict with the Rules (collectively "Applicable Requirements"). Unless inconsistent with the Applicable Requirements, the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes created by the taking.

E. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, as determined by the Board,

shall be retained by the Association or distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Approved Mortgagees, as their interests may appear.

F. Amendment of Declaration

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of the Board. This amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to Developer, all Owners, and all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to Developer, all Owners and all Approved Mortgagees, unless such thirty (30)-day period is waived in writing by Developer, all Owners and all Approved Mortgagees.

ARTICLE XXX
ADDITIONAL CHARGE FOR MAINTENANCE WITHIN UNITS

A. Unit Expenses

Notwithstanding anything to the contrary contained herein, the costs incurred by the Association in connection with performing the maintenance set forth in Paragraph XIV.B.2 hereof within each Unit ("Unit Expenses") shall not be a Common Expense collected by Assessments against each Unit, but shall be collected as a separate additional charge by the Association in the same manner as Common Expenses except as hereinafter set forth.

As provided in the Bylaws of the Association, the Board in addition to preparing a Common Expense Budget shall prepare an annual estimated budget for Unit Expenses ("Unit Expense Budget"), which shall reflect the estimated Unit Expenses. Thereupon, the Board shall allocate an equal share of the Unit Expenses ("Unit Charge") to each "Completed Unit" (as hereinafter defined) except as hereinafter set forth. A "Completed Unit" shall be a Unit upon which a residence has been constructed and a Certificate of Occupancy has been issued for such residence. Thus, for example, assuming that there are thirty-eight (38) Completed Units, the Unit Charge for each Completed Unit would be 1/38th of the Unit Expenses.

The Unit Charge shall be adjusted to allow for any change in the amount of Unit Expenses per Completed Unit or to reduce either a projected deficit or surplus.

In the event an Owner does or permits anything to be done within his Unit which makes the maintenance performed by the Association within his Unit pursuant to Paragraph XIV.B.2 hereof more costly, the Owner of such Unit shall be responsible for such additional expense incurred by the Association as determined by the Association and such additional expense shall be included in the Unit Charge for the Owner of such Unit.

B. Unit Charges

1. The record owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of the Unit Charges

levied by the Association against his Unit and for all costs of collecting such Unit Charges, including interest thereon at the highest nonusurious rate permitted by law and attorneys' fees at all trial and appellate levels and postjudgment proceedings. Unit Charges may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Unit Charges apply. In the event any Unit Charges are not paid within twenty (20) days after its respective due date, the Association, by action of the Board, may proceed to enforce and collect any of such delinquent Unit Charges against the Owner owing the same in any manner including foreclosure and sale of the Unit.

2. The Association may at any time require Owners to maintain with the Association a deposit to cover future Unit Charges.

3. The Association shall have all of the powers, rights and privileges and may avail itself of any and all of the legal remedies, including a lien upon a Unit for any unpaid Unit Charges and interest thereon owed by the Owner of such Unit and the right to collect from such Owner reasonable attorneys' fees at all trial and appellate levels and postjudgment proceedings incurred by the Association incident to the collection of such Unit Charges or the enforcement of such lien. Unit Charges (including installments thereon) not paid when due shall bear interest from the date when due until paid up to the highest nonusurious rate permitted under law.

4. In the event an Approved Mortgagee (other than an Owner who is an Approved Mortgagee pursuant to Paragraph B of Article XIII solely because he sells his Unit and takes back a purchase money mortgage to secure a portion of the purchase price) holding a first mortgage on a Unit obtains title to such Unit as a result of foreclosure of its mortgage or by deed given in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the share of Unit Expenses levied or charged by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to acquisition of title as a result of such foreclosure or such deed given in lieu of foreclosure, unless such share is secured by a claim of lien for Unit Charges recorded prior to the recording of the mortgage which is foreclosed or for which a deed is given in lieu of foreclosure. Such share of Unit Expenses or such Unit Charges that are not secured by a claim of lien recorded prior to the recording of the mortgage which is foreclosed or for which a deed is given in lieu of foreclosure shall be cancelled as to such Unit, effective with the passage of title to such mortgagee or its purchaser. The unpaid share of Unit Expenses or Unit Charges shall be collectible from the Owners of all the Completed Units, including such acquirer and his successors and assigns. The foregoing shall not excuse an Approved Mortgagee from the payment of Unit Charges levied or charged against a Unit by the Association during the period of ownership of such Unit by such Approved Mortgagee whether or not such Unit is unoccupied.

5. No lien for Unit Charges under the Condominium Documents shall be effective until a claim of lien is recorded amongst the Public Records of the County.

6. Hereto annexed as part of Exhibit F is a schedule of the Interim Unit Charges during the Interim Assessment Period (as defined in Article XV hereof). The Interim Unit Charges are only estimates of the Unit Charges to be made pursuant to the Bylaws. Developer also guarantees ("Developer's Second Guarantee") that during the Interim Assessment Period, the Interim Unit Charges will not be increased and Developer will pay all Unit Expenses not paid for by Interim Unit Charges levied against Owners other than Developer. During the Interim Assessment Period, no Interim Unit Charges shall be made against any Unit(s) owned by Developer. Developer's Second Guarantee shall

terminate and Unit Charges shall be determined and made as provided in Paragraph A of this Article XXX, the other subparagraphs of this Paragraph B and the Bylaws, following the termination of the Interim Assessment Period, which shall in no event ever be later than the date of the Majority Election Meeting, and commencing with such date Developer will pay any such Unit Charges for any of the Completed Units owned by Developer.

7. The Owners acknowledge that they are jointly and severally liable for their own Unit Charge and that such Unit Charge may be increased in the event the Owners of other Completed Units fail or refuse to pay their Unit Charge and the payment of such increased Unit Charge due to the other Owners' nonpayment can be enforced by the Association in the same manner as all other Unit Charges as provided herein.

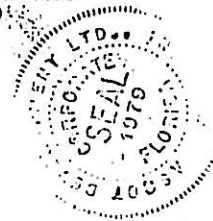
IN WITNESS WHEREOF, Developer has caused these presents to be signed and its corporate seal affixed this 13th day of May, 1985.

WITNESSES:

W.D. Dordy
James W. Sauter

ASCOT DEVELOPMENT LTD., INC.

By: James L. Rollman
JAMES L. ROLLMAN, President
(SEAL)



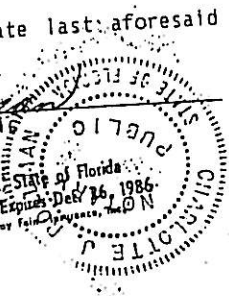
STATE OF FLORIDA)
) :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, James L. Rollman, the President of ASCOT DEVELOPMENT LTD., INC., to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of May, 1985.

James L. Rollman
Notary Public

My Commission Expires _____
Notary Public, State of Florida
My Commission Expires Dec 26, 1986
Bonded Three Thousand Dollars, No. 10 N



OFF 13464PG 34

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

Legal Description of Land

Parcel F of Eagle Trace, according to the Plat thereof, as recorded in Plat Book 116, at Page 19 of the Public Records of Broward County, Florida.

REC 13464 PG

35

0151P-1/7

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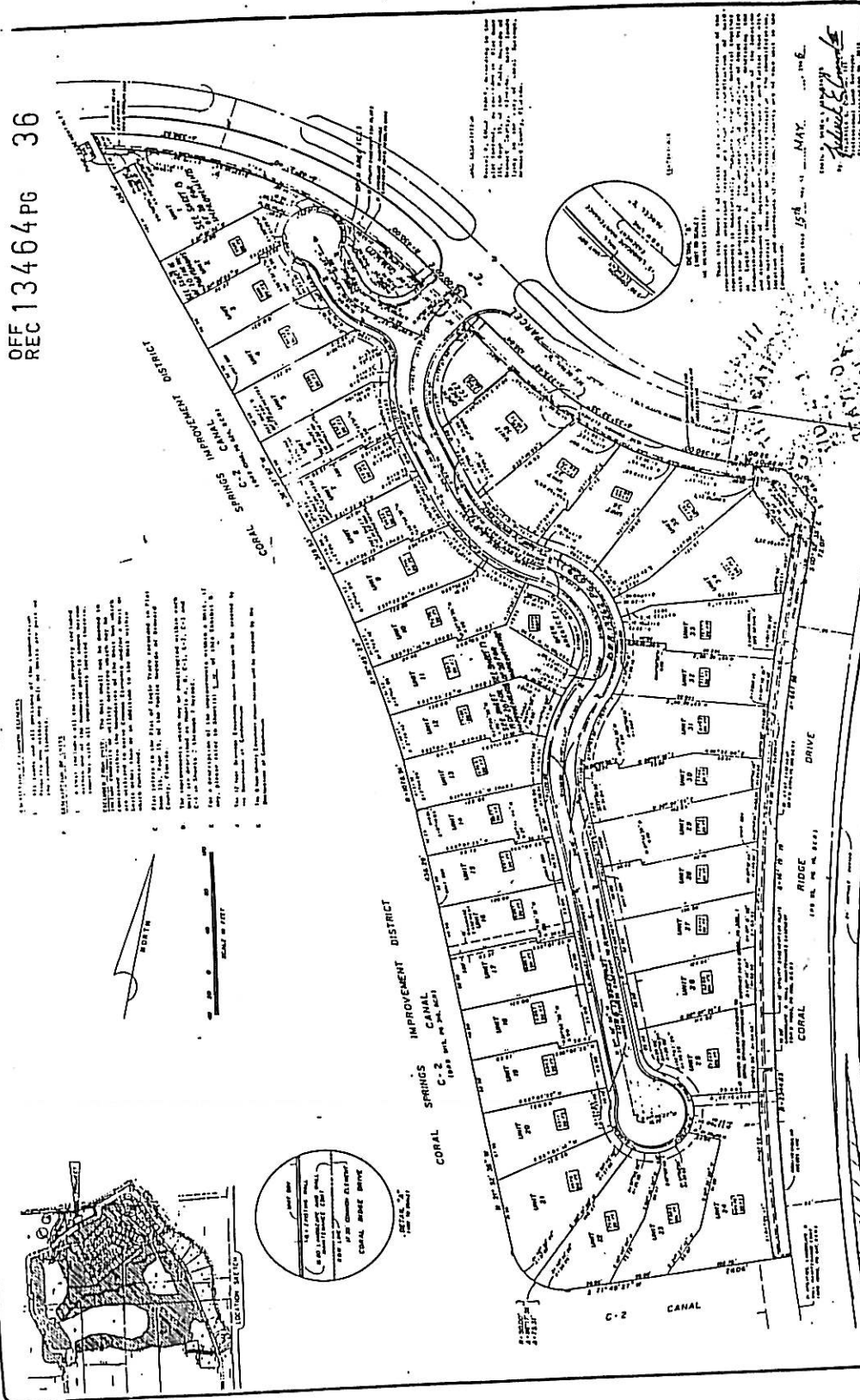


EXHIBIT B
TO
DECLARATION OF CONDOMINIUM

EXHIBIT B
DECLARATION OF CONDOMINIUM
ASCOT VILLAGES AT EAGLE TRACE
A CONDOMINIUM

SURVEY, PLOT PLAN
AND
GRAPHIC DESCRIPTION

GARCIA & SMITH, L.L.C.
REGISTERED PROFESSIONAL ENGINEERS
STATE OF FLORIDA
No. 12478

DATE: 05/15/78
SCALE: AS SHOWN

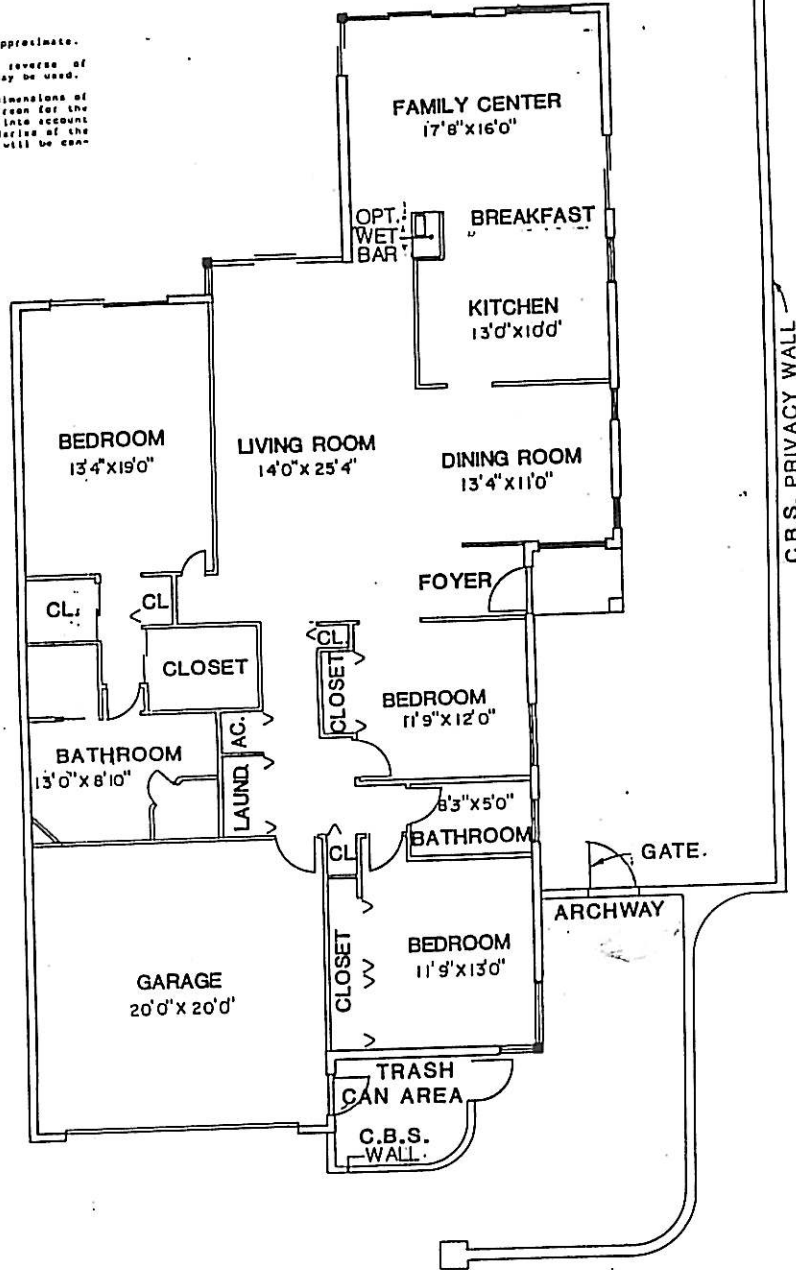
ASCOT DEVELOPMENT LTD., INC.
REGISTERED PROFESSIONAL ENGINEERS
STATE OF FLORIDA
No. 12478

1
20

ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

NOTES:

1. All dimensions shown are approximate.
2. Unless certain units the reverse of this layout of the rooms may be used.
3. The exact location and dimensions of the privacy wall shown herein for the model will vary to take into account the location of the boundaries of the Unit in which such model will be constructed.



SCALE: 1" = 10'

REF 13464PG 37

MODEL A

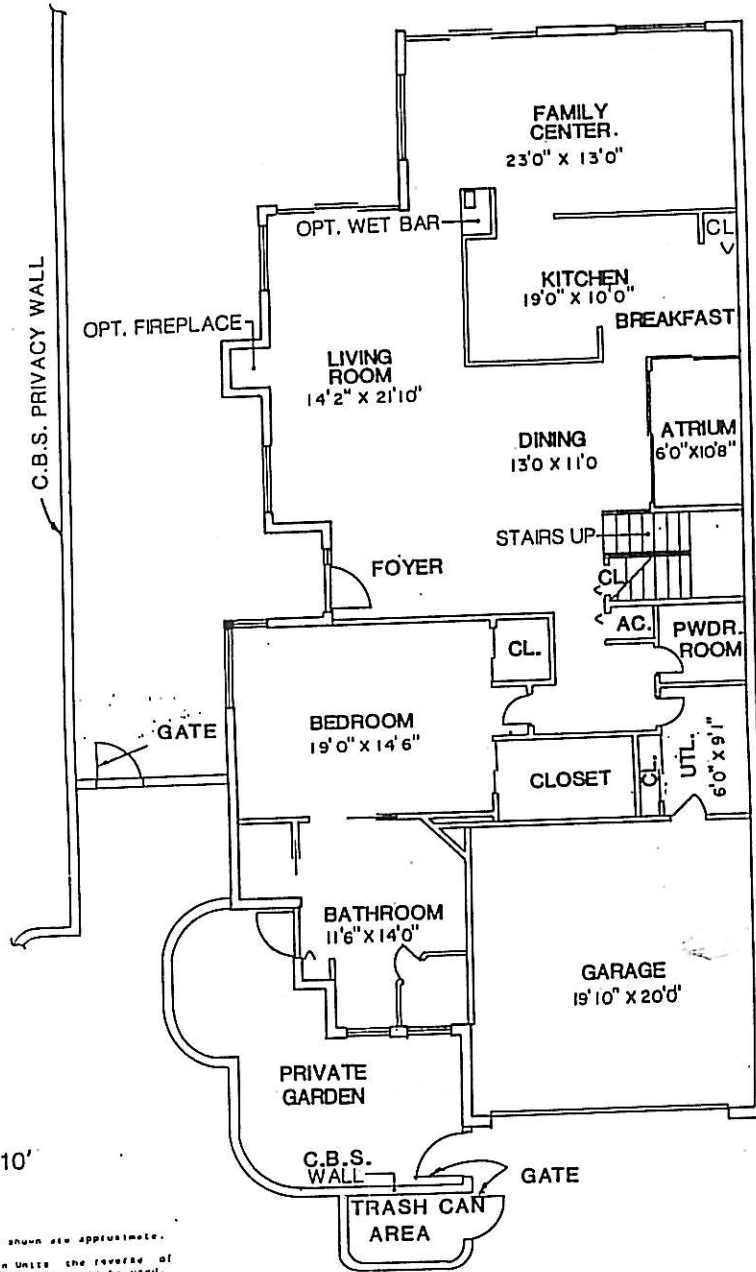
PN. 83-0103.

EXHIBIT B

SHEET 2 OF 20

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA 33060 (305) 782-8222 CERT. NO. LB0003110	REVISION	DWN	DATE	FB/PG	CKD
	MODEL PLAN	B.T.B.	12/84	—	KH

ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM



SCALE: 1"=10'

NOTES:

1. All dimensions shown are approximate.
2. Within certain units the reverse of this layout of the rooms may be used.
3. The exact location and dimensions of the privacy wall shown herein for the model will vary to take into account the location of the boundaries of the Unit in which such model will be constructed.

MODEL B
1st. FLOOR

OFF 13464 PG

38

PN. 83-0103

EXHIBIT B

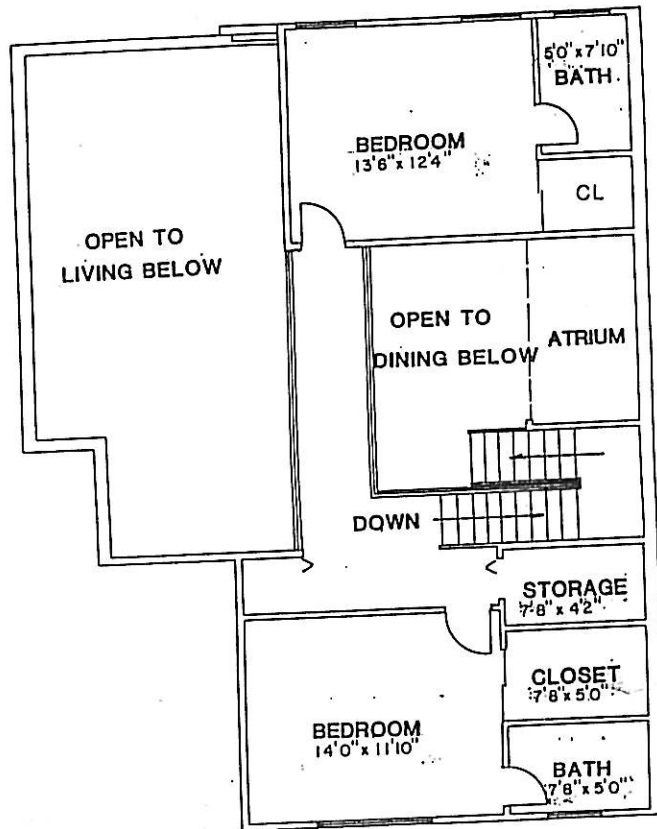
SHEET 3 OF 20

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA 33080
(305) 782-8222
CERT. NO. LB0003110



REVISION	DWN	DATE	FB/PG	CKD
MODEL PLAN	B.T.S.	12/84	---	KH

ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM



SCALE: 1"=10'

NOTES:

1. All dimensions shown are approximate.
2. Within certain units the reverse of this layout of the rooms may be used.
3. The exact location and dimensions of the privacy wall shown herein for the model will vary to take into account the location of the boundaries of the unit in which such model will be constructed.

REC 13464 PG

39

**MODEL B.
2nd. FLOOR**

SHEET 4 OF 20

PN. 83-0103

EXHIBIT B

**CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS**

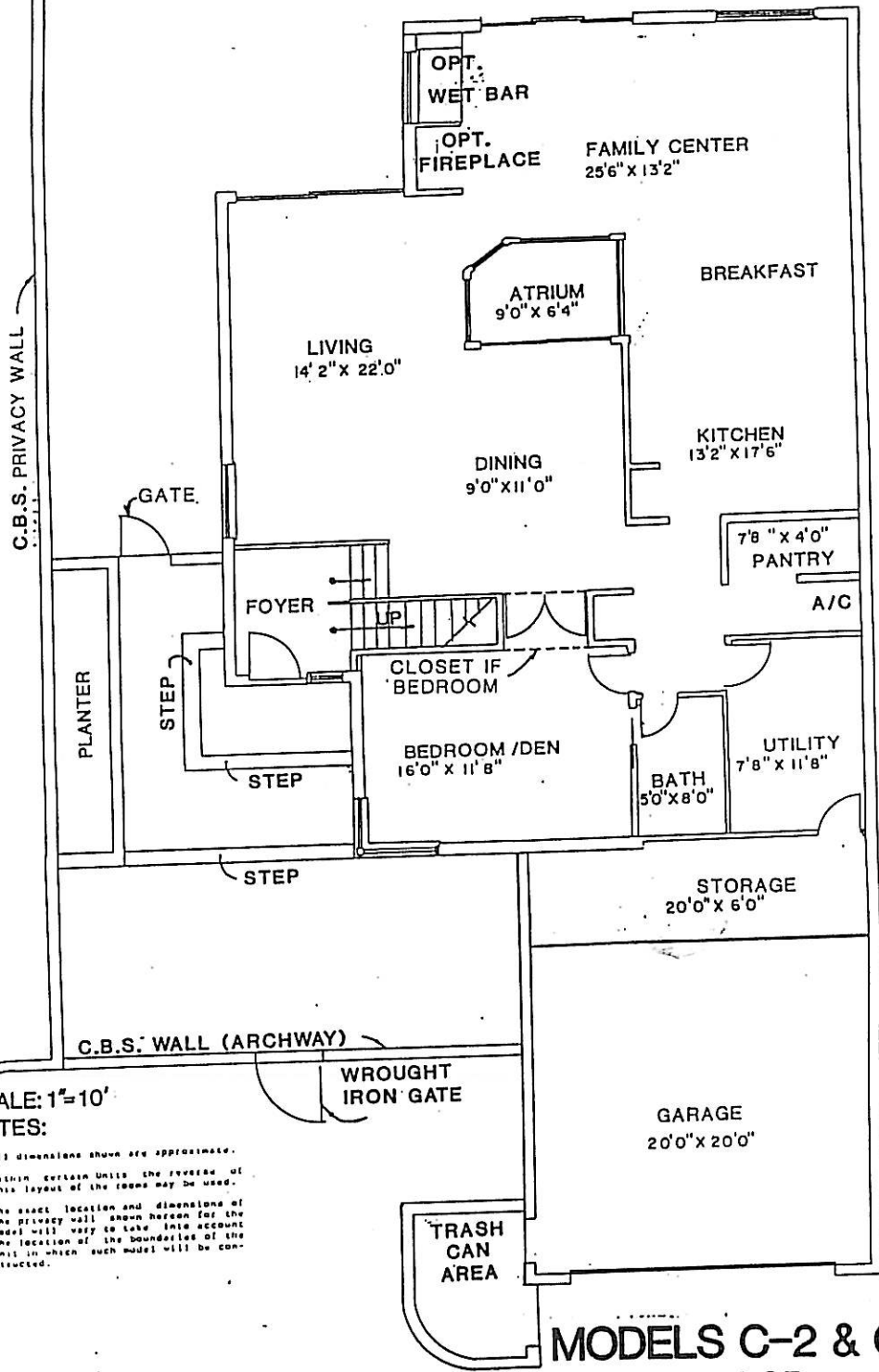
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA 33060
(305) 782-8222



CERT. NO. LB0003110

REVISION	DWN	DATE	FB/PG	CKD
MODEL PLAN	R.A.	12/84	—	K.H.

ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM



SCALE: 1"=10'
NOTES:

1. All dimensions shown are approximate.
2. Within certain Units, the reverse of this layout of the rooms may be used.
3. The exact location and dimensions of the privacy wall shown herein for the model will vary to take into account the location of the boundaries of the Unit in which such model will be constructed.

O/E: 13464 PG 40

MODELS C-2 & C-4 1st. FLOOR

PN. 83-0103

EXHIBIT B

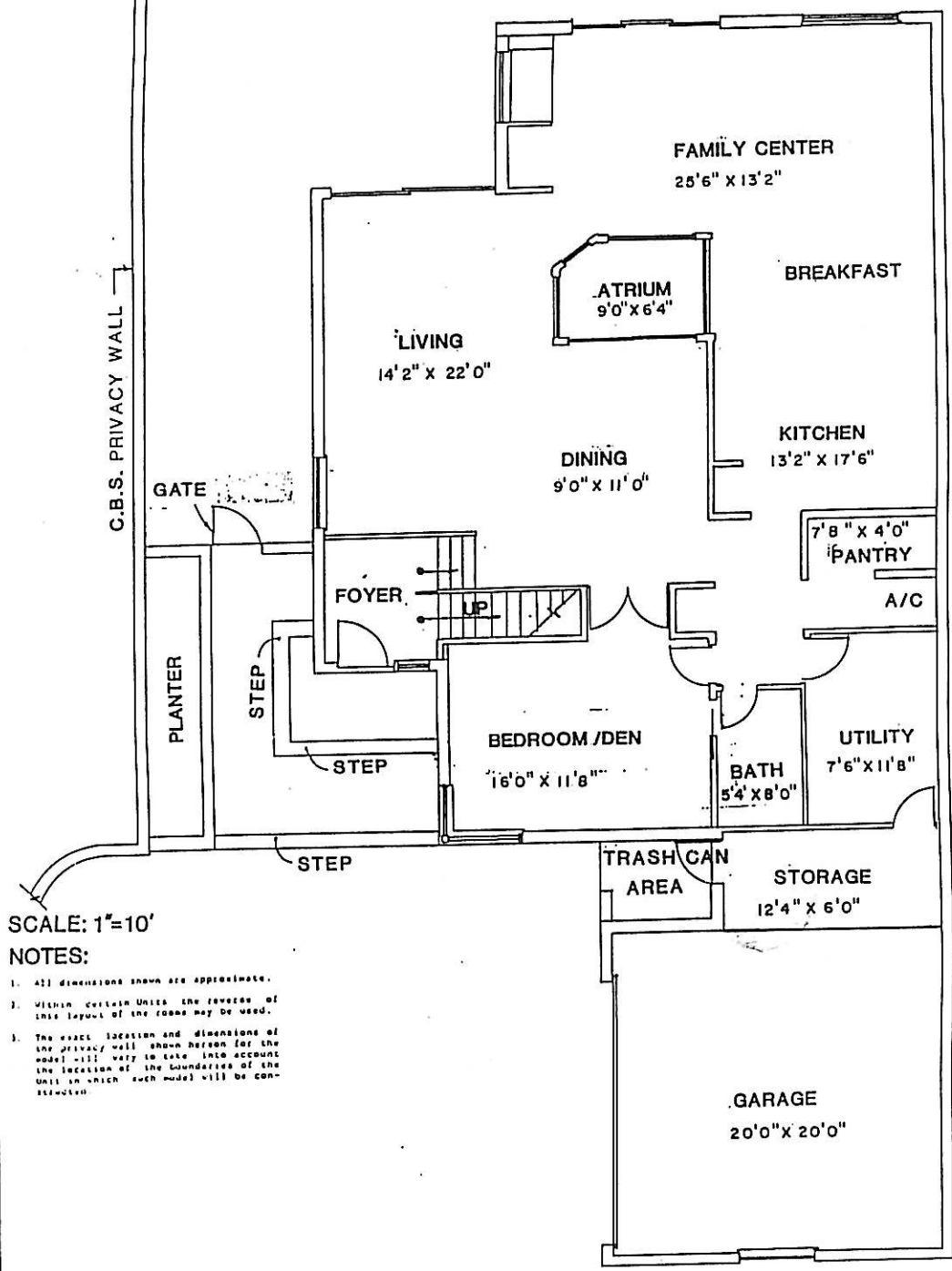
SHEET 5 OF 20

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA 33060
(305) 782-8222
CERT. NO. LB0003110



REVISION	DWN	DATE	FB/PG	CKD
MODEL PLAN	R.A.	12/84	—	KH

ASCOT VILLAS AT EAGLE TRACE , A CONDOMINIUM



SCALE: 1"=10'

NOTES:

1. All dimensions shown are approximate.
2. Within certain Units the reverse of this layout of the rooms may be used.
3. The exact location and dimensions of the privacy wall shown herein for the model will vary to take into account the location of the boundaries of the unit in which such model will be constructed.


OFF 13464 PG 41

MODELS C-1 & C-3 1st. FLOOR

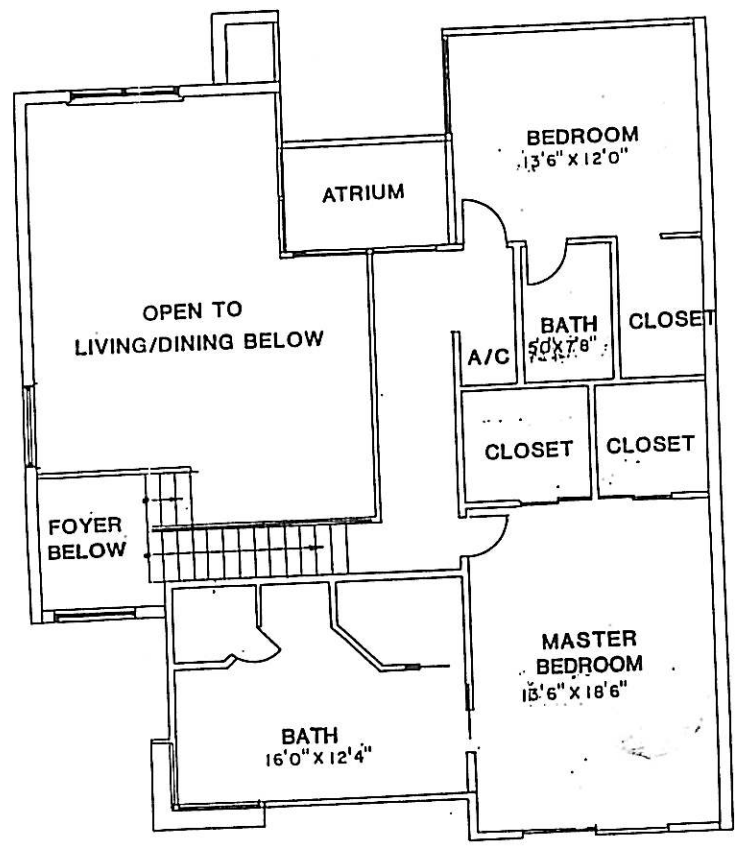
PN:83-0103

EXHIBIT B

SHEET 6 OF 20

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA 33060 (305)782-8222  CERT. NO. LB0003110	REVISION	OWN	DATE	FB/PG	CKD
	MODEL PLAN	—	12-84	—	KA

ASCOT VILLAS AT EAGLE TRACE , A CONDOMINIUM



SCALE: 1"=10'

NOTES:

1. All dimensions shown are approximate.
2. Within certain units, the reverse of this layout of the rooms may be used.
3. The exact location and dimensions of the privacy wall shown herein for the model will vary so take into account the location of the boundaries of the unit in which such model will be constructed.

OFF 13464PG 42

MODELS C-3 & C-4 2nd. FLOOR

PN. 83-0103

EXHIBIT B

SHEET 7 OF 20

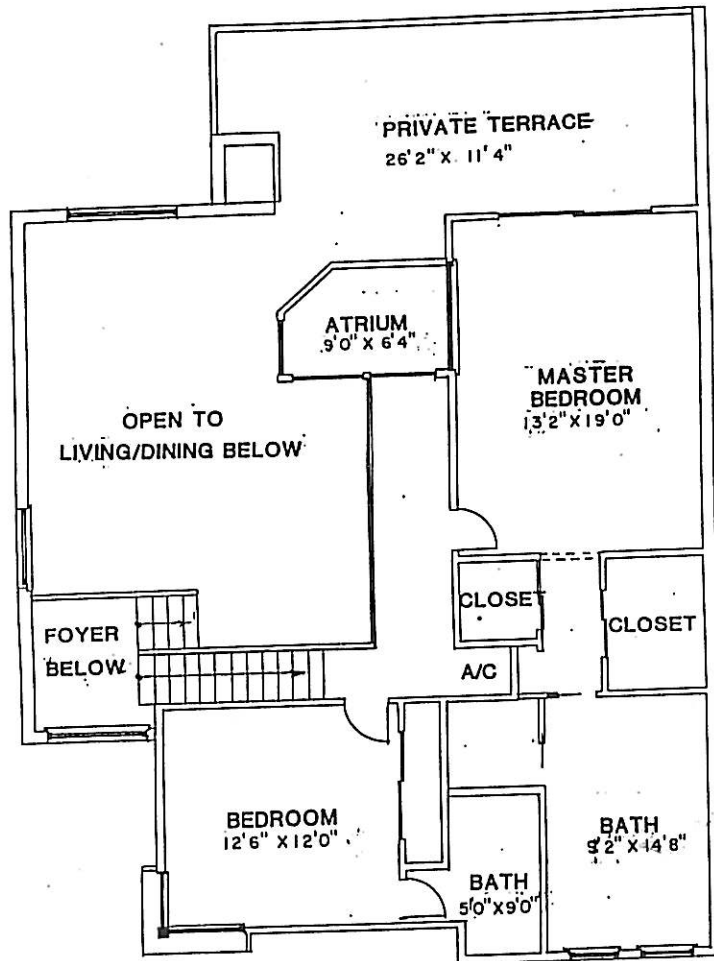
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA 33060
(305) 782-8222
CERT. NO. LB0003110



REVISION	OWN	DATE	FB/PG	CKD
MODEL PLAN	—	12/84	—	KH

ASCOT VILLAS AT EAGLE TRACE , A CONDOMINIUM

SCALE: 1"=10'



NOTES:

1. All dimensions shown are approximate.
2. Within certain limits, the coverage of this layout of the rooms may be used.
3. The exact location and dimensions of the primary wall shown herein for this model will vary to take into account the location of the boundaries of the unit in which such model will be constructed.

OFF 13464PG


43

MODELS C-1 & C-2 2nd FLOOR

PN. 83-0103

EXHIBIT B

SHEET 8 OF 20

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA 33060 (305)782-8222  CERT. NO. LB0003110	REVISION	OWN	DATE	FB/PG	CKD
	MODEL PLAN	—	12/84	—	KH

ASCOT VILLAS AT EAGLE TRACE , A CONDOMINIUM

N
SCALE: 1"=20'

CERTIFICATE:

WE HEREBY CERTIFY:

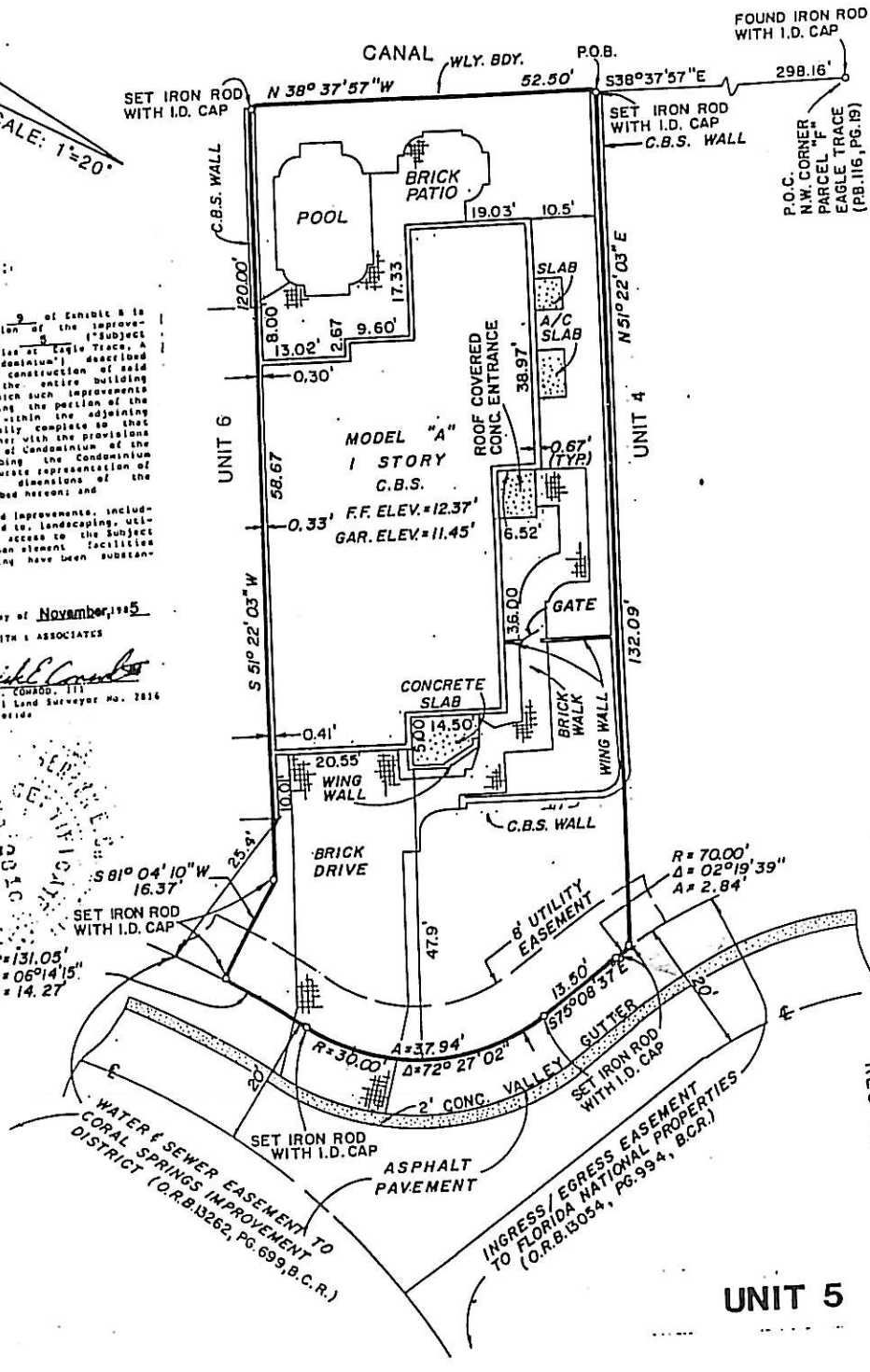
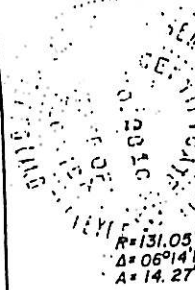
1. That this sheet is a correct representation of the improvements within Unit 5 ("Subject Condominium") described herein and that the construction of said improvements and the entire building improvements in which such improvements are located including the portion of the adjoining building located within the adjoining property is substantially complete so that such materials together with the provisions of the Declaration of Condominium of the Condominium describing the Condominium Property are an accurate representation of the location and dimensions of the improvements described herein; and

2. That all planned improvements, including, but not limited to, landscaping, utility services and access to the Subject Unit and the common element facilities serving the building have been substantially completed.

DATED this 15th day of November, 1985

CRAIG A. SMITH & ASSOCIATES

Judith C. Conroy
JUDITH C. CONROY, P.E.
Professional Land Surveyor No. 2814
State of Florida



REC 13464PG
44

UNIT 5

PN. 83-0103

EXHIBIT B

SHEET 9 OF 20 SHEETS

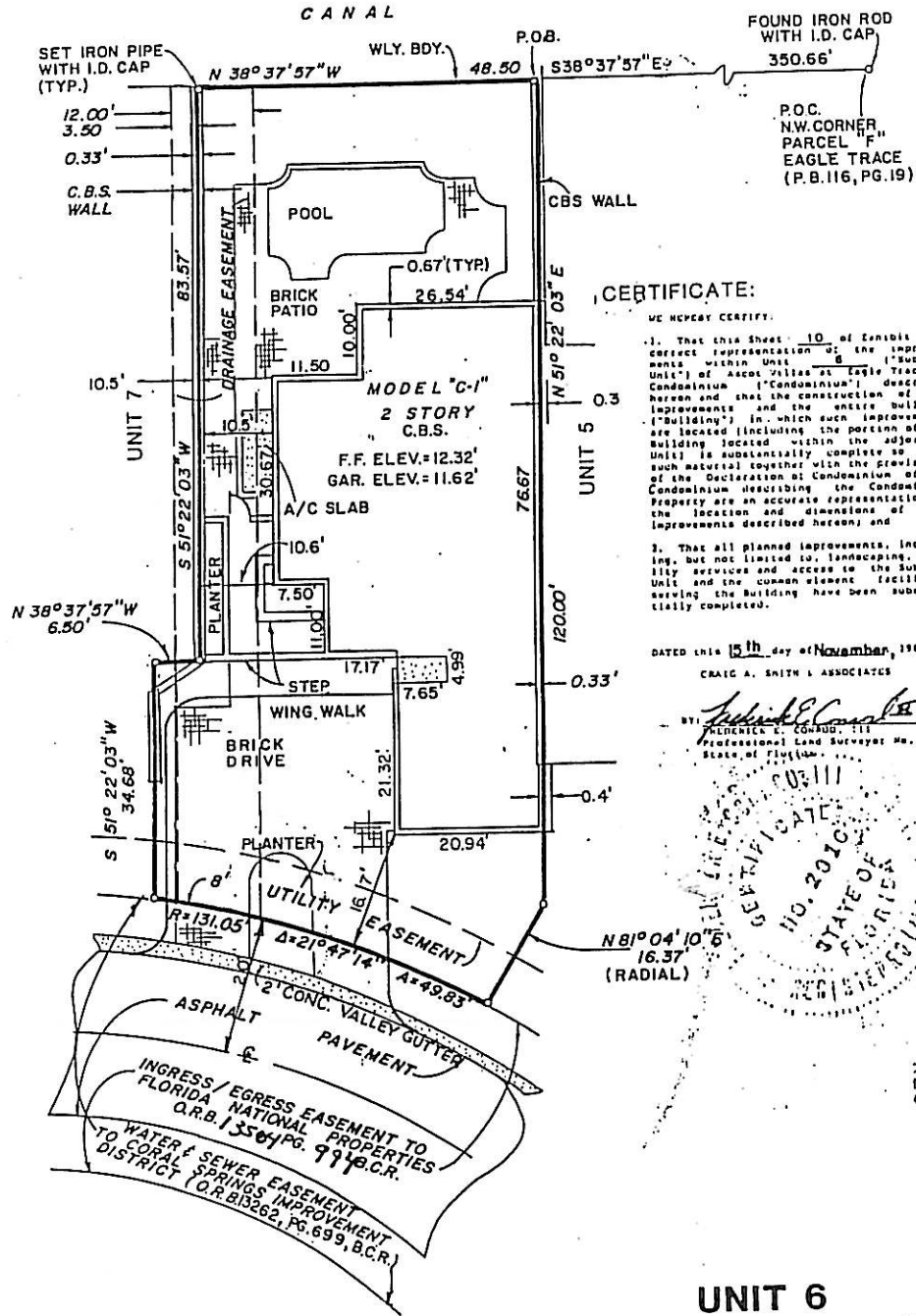
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA 33060
(305) 782-8222
CERT. NO. LB0003110



REVISION	DWN	DATE	FB/PG	CKO
UNIT PLAN		12/84		
FINAL SURVEY	CMK	11-15-85		

ASCOT VILLAS AT EAGLE TRACE , A CONDOMINIUM

SCALE: 1"=20'
N



CERTIFICATE:

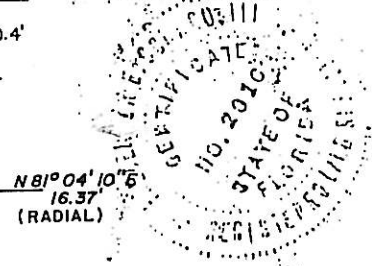
WE HEREBY CERTIFY:

- That this Sheet 10 of Exhibit B is correct representation of the improvements within Unit 6 ("Subject Unit") of Ascot Villas at Eagle Trace, a Condominium ("Condominium") described herein and that the construction of said improvements and the entire building ("Building") in which such improvements are located (including the portion of the Building located within the adjoining Unit) is substantially complete so that such material together with the provisions of the Declaration of Condominium of the Condominium describing the Condominium Property are an accurate representation of the location and dimensions of the improvements described herein; and
- That all planned improvements, including, but not limited to, landscaping, utility services and access to the Subject Unit and the common element facilities serving the Building have been substantially completed.

DATED this 15th day of November, 1985.

CRAIG A. SMITH & ASSOCIATES

BY: *[Signature]*
ALBERTA S. CONRAD, III
Professional Land Surveyor No. 2014
State of Florida




UNIT 6

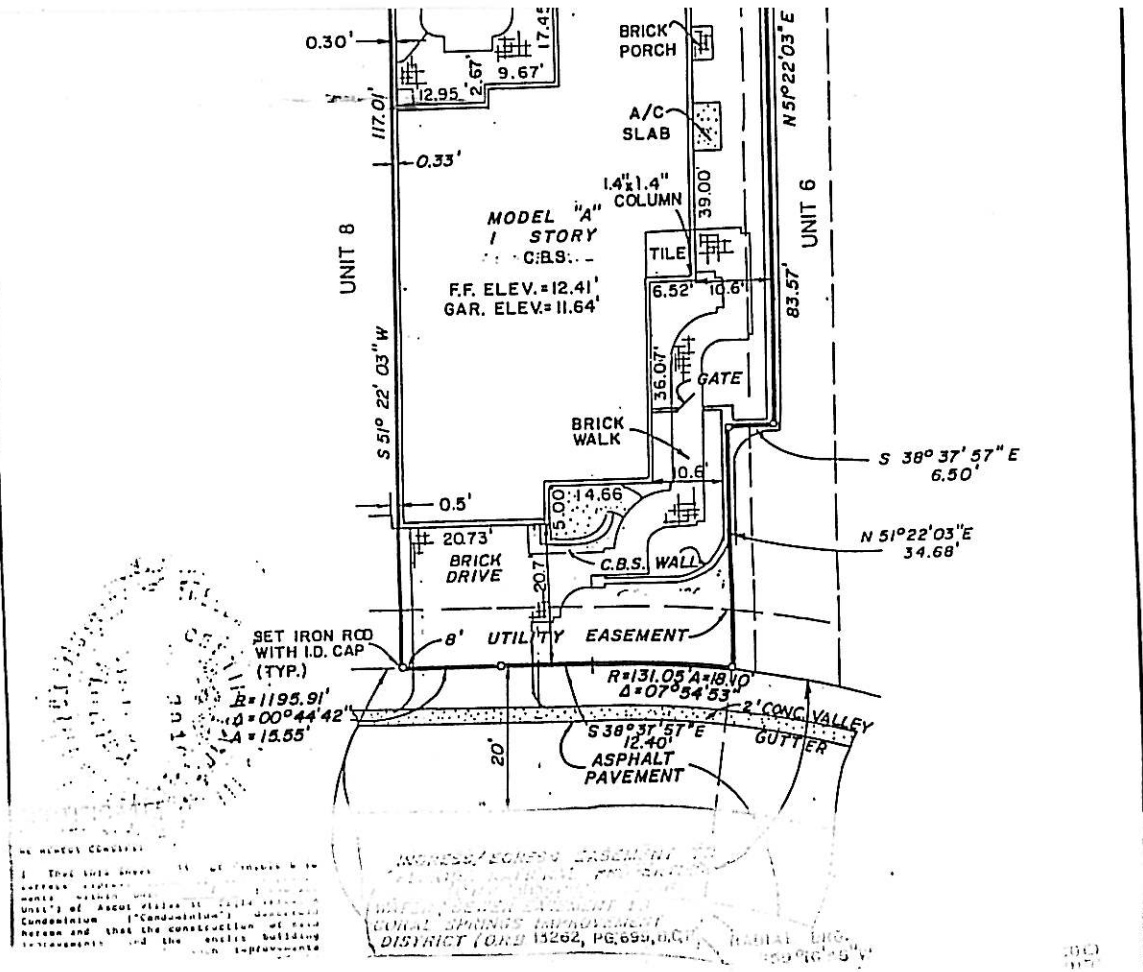
OFF 13464PG 45

PN. 83-0103

EXHIBIT B

SHEET 10 OF 20 SHEETS

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA 33060 (305) 782-8222  CERT. NO. LB0003110	REVISION	DWN	DATE	FB/PG	CKD
	UNIT PLAN	—	12/84	—	
	FINAL SURVEY	CMK	11-15-85		



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 15th day of November, 1985.

CRAIG A. SMITH & ASSOCIATES

Craig A. Smith

REGISTERED PROFESSIONAL SURVEYOR

STATE OF FLORIDA

UNIT 7

13464 P.S. 46

including such material as is substantially complete on the date of the construction of the Unit 8 Condominium Unit 8, 13464 P.S. 46, District One 15262, PG. 693, 0601, and that the construction of the improvements described herein and the improvements described herein and the improvements described herein have been substantially completed.

DATED this 15th day of November, 1985.

CRAIG A. SMITH & ASSOCIATES

Craig A. Smith

REGISTERED PROFESSIONAL SURVEYOR

STATE OF FLORIDA

PN. 83-0103 EXHIBIT B SHEET 11 OF 20 SHEETS

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST MC NAB ROAD MIAMI BEACH, FLORIDA 33139 (305) 788-8888 CERT. NO. LB0003110	REVISION	DWN	DATE	FB/PG	CKD
	UNIT PLAN	---	12/84	---	---
	FINAL SURVEY	CMK	11-15-85	---	---

ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

CANAL

SCALE: 1"=20'

CERTIFICATE:

WE HEREBY CERTIFY:

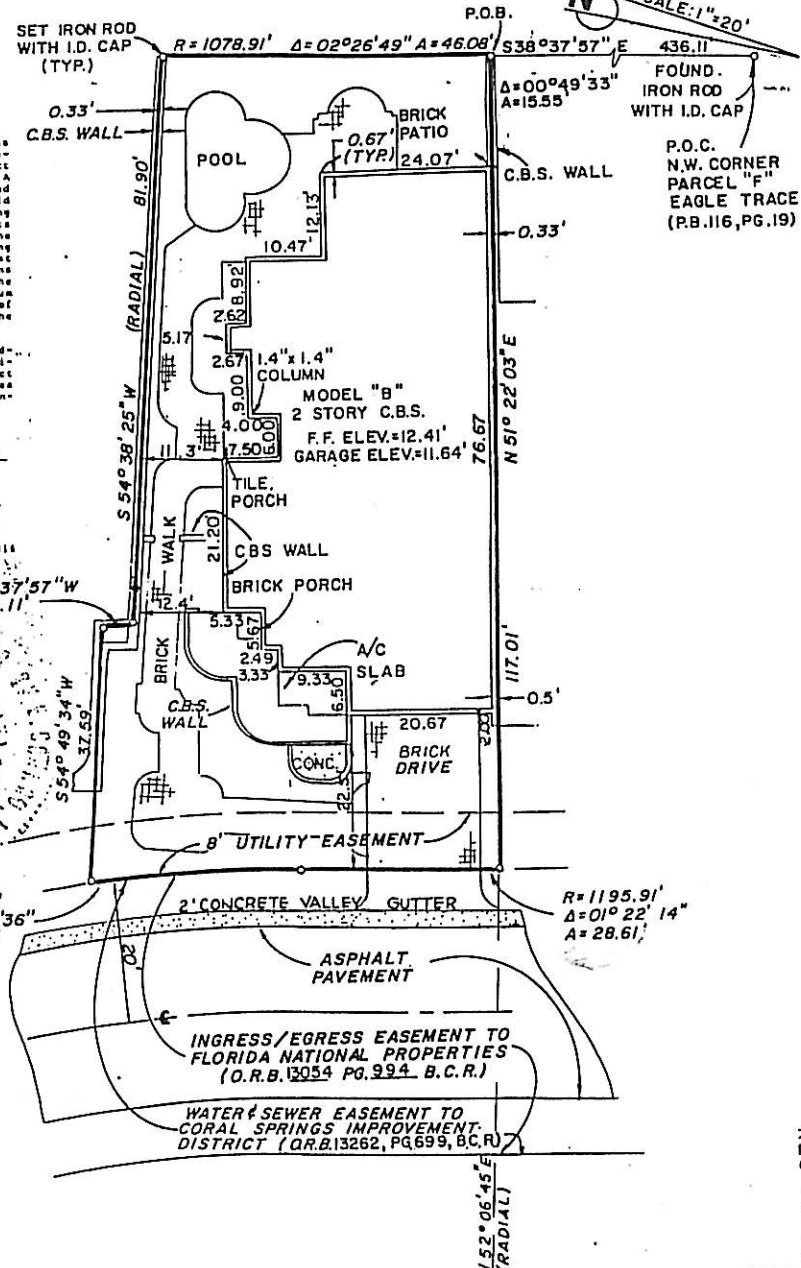
1. That this sheet 12 of Exhibit B is correct representation of the improvements within Unit 8 ("Subject Unit") of Ascot Villas at Eagle Trace, A Condominium ("Condominium") described herein and that the construction of said improvements and the entire building ("Building") in which such improvements are located (including the portion of the building located within the adjoining Unit) is substantially complete so that such material together with the provisions of the Declaration of Condominium of the Condominium describing the Condominium property are an accurate representation of the location and dimensions of the improvements described herein; and

2. That all planned improvements, including, but not limited to, landscaping, utility services and access to the Subject Unit and the common element facilities serving the Building have been substantially completed.

DATED this 15th day of November, 1985

CRAIG A. SMITH & ASSOCIATES

BY: *Frederick E. Conrad*
 FREDERICK E. CONRAD, III
 Professional Land Surveyor No. 2818
 State of Florida



UNIT 8

OFF 13464 PG 47

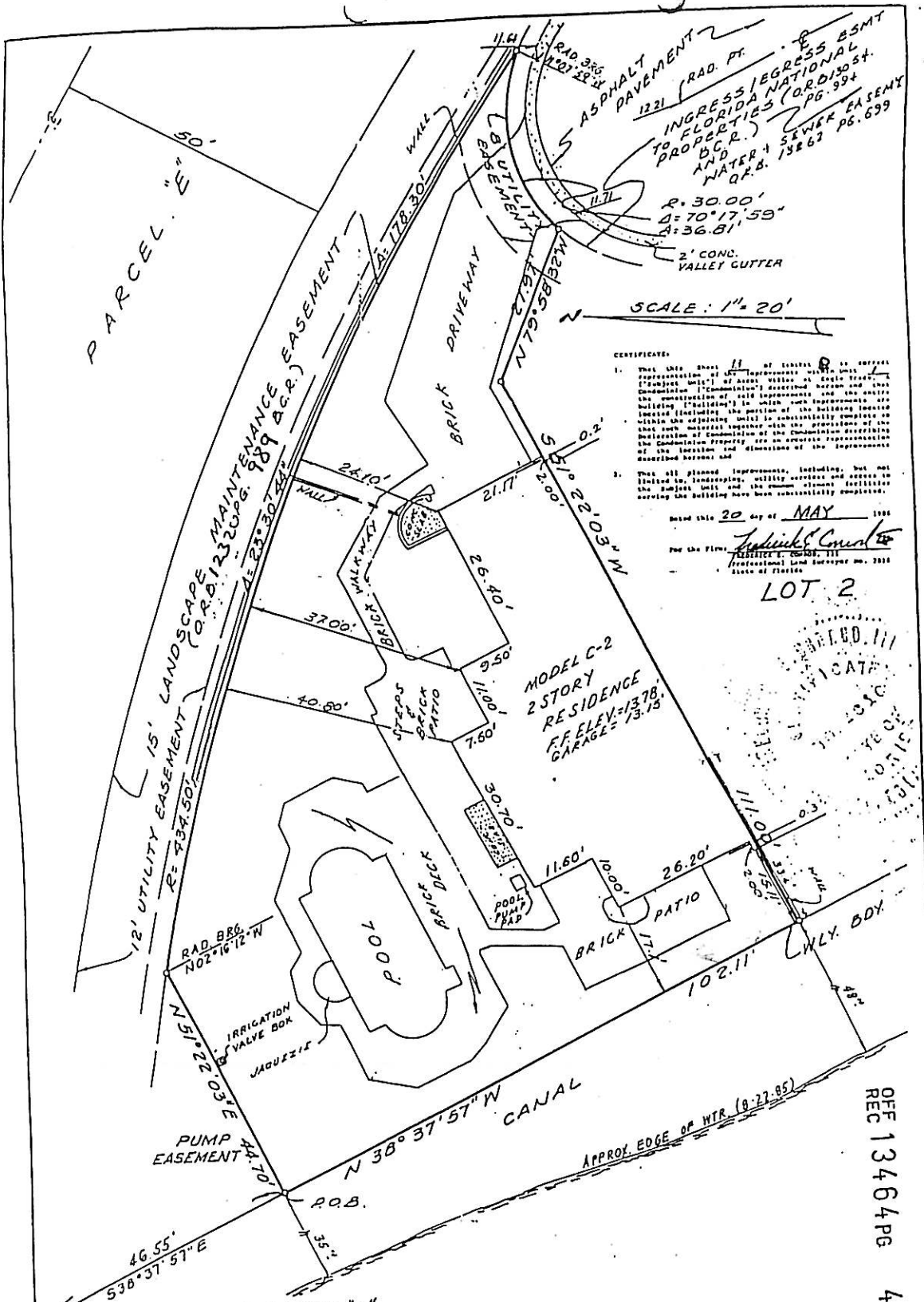
PN. 83-0103

EXHIBIT B

SHEET 12 OF 20 SHEETS

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS & SURVEYORS
 1000 WEST MC NAB ROAD
 POMPANO BEACH, FLORIDA 33060
 (305) 782-8222
CAS
 CERT. NO. LB0003110

REVISION	OWN	DATE	FB/PB	CKD
UNIT PLAN	—	12/84	—	—
FINAL SURVEY	CMK	11-15-85	—	—



CERTIFICATE:

- That this sheet is a true and correct representation of the improvements within the limits of the subject tract as shown on the plat of the Condominium "Condominium" described herein and that the construction of said improvements and the entire building ("building") in which such improvements are located (including the portion of the building located within the subject tract) is substantially complete as shown (including the portion of the building located within the subject tract) together with the provisions of the Declaration of Condominium of the Condominium described on the location and dimensions of the improvements described herein and
- That all planned improvements, including, but not limited to, landscaping, utility services and access to the subject tract and the common elements, facilities serving the building have been substantially completed.

Dated this 20 day of MAY 1985
 For the Firm: *Judith E. Conner*
 JUDITH E. CONNER, P.L.L.C.
 Professional Land Surveyor No. 2818
 State of Florida

REC'D. III
 COMMUNITY DEVELOPMENT
 1985
 MAY 20 1985
 NOTICE

P.O.C. N.W. COR. PARCEL "F"
 EAGLE TRACE (P.D. 116, PG. 19, B.C.R.)
 ASCOT VILLAS AT EAGLE TRACE UNIT 1
 P.N. 83-0103 EXHIBIT B A CONDOMINIUM SHEET 13 OF 20

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS & SURVEYORS
 1000 WEST MC NAB ROAD
 POMPANO BEACH, FLORIDA 33060
 (305) 782-8222
 CERT. NO. LB0003110

REVISION	OWN	DATE	FB/PG	CKD
VACANT SURVEY PLOT PLAN	D.J.	8-27-85	673/28	KH
FOUNDATION SURVEY	D.J.	12-24-85	560/1-A	KH
FINAL SURVEY	M.S.	5-20-86	713/15-16	KH

REF 13464 PG 48

LAND DESCRIPTION

UNIT 1

ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

A portion of Parcel "F", EAGLE TRACE, according to the plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel "F"; thence South $38^{\circ} 37' 57''$ East along the westerly boundary of said Parcel "F", 46.55 feet to the POINT OF BEGINNING; thence North $51^{\circ} 22' 03''$ East, 44.70 feet to a point on the arc of a non-tangent curve, (radial line through said point bears North $02^{\circ} 16' 12''$ West); thence southeasterly along the arc of said curve, being concave to the Southwest, having a radius of 434.50 feet, a delta of $23^{\circ} 30' 44''$, an arc distance of 178.30 feet to a point on the arc of a non-tangent curve, (radial line through said point bears North $11^{\circ} 07' 59''$ East); thence westerly along the arc of said curve, being concave to the South, having a radius of 30.00 feet, a delta of $70^{\circ} 17' 59''$, an arc distance of 36.81 feet; thence North $79^{\circ} 58' 32''$ West, 27.97 feet; thence South $51^{\circ} 22' 03''$ West, 111.00 feet to a point on said westerly boundary; thence North $38^{\circ} 37' 57''$ West, along said boundary, 102.11 feet to the POINT OF BEGINNING.

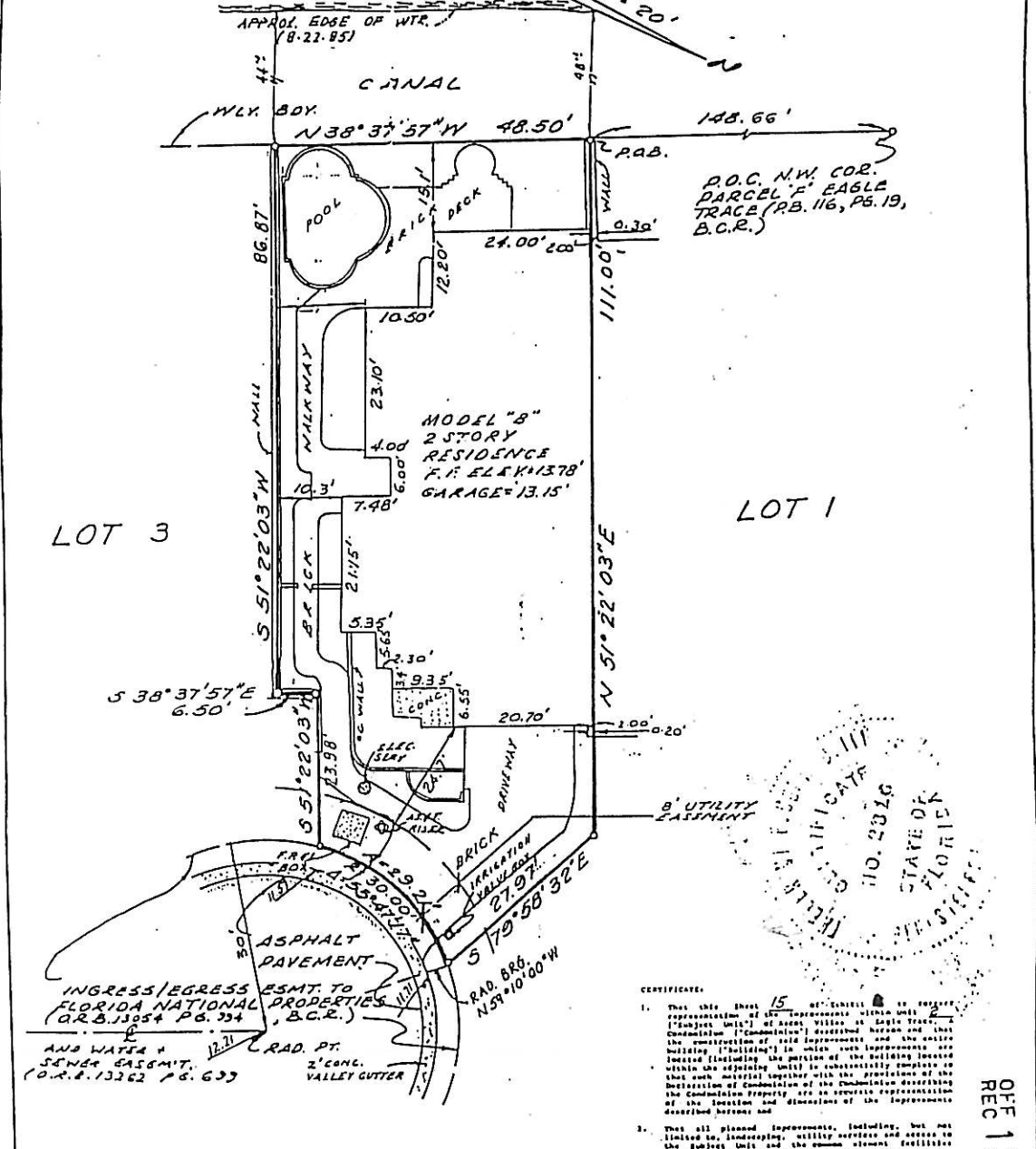
Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.249 acres, more or less.

OFF 13464 PG

49

ASCOT VILLAS AT EAGLE TRACE
A CONDOMINIUM

SCALE: 1" = 20'



D.O.C. N.W. COR.
PARCEL 'F' EAGLE
TRACE (P.B. 116, P.S. 19,
B.C.R.)

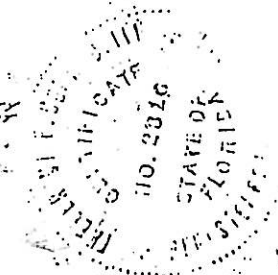
LOT 3

LOT 1

INGRESS/EGRESS RSMT. TO
FLORIDA NATIONAL PROPERTIES
(O.R.B. 11054 P.S. 394
, B.C.R.)

- CERTIFICATE:
- That this sheet 15 of Exhibit B is a correct representation of the improvements within Unit 2 ("Subject Unit") of Ascot Villas at Eagle Trace, a Condominium ("Condominium") described herein and that the construction of said improvements and the entire building ("Building") in which such improvements are located (including the portion of the building located within the adjoining Unit) is substantially complete so that such material together with the provisions of the Declaration of Condominium of the Condominium describing the Condominium Property are an accurate representation of the location and dimensions of the improvements described herein; and
 - That all planned improvements, including, but not limited to, landscaping, utility services and access to the Subject Unit and the common element facilities serving the building have been substantially completed.

WITNESSED this 20 day of MAY 1988
For the Firm: *Judith E. Conroy*
Judith E. Conroy, 111
Professional Land Surveyor No. 2616
State of Florida



OFC 13464P6 50

UNIT 2

P.N. 83-0103

EXHIBIT B

SHEET 15 OF 20

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST MC NAB ROAD POMPANO BEACH, FLORIDA 33060 (305) 782-8222 CERT. NO. LB0003110	REVISION	DWN	DATE	FB/PB	CKD
	VACANT SURVEY & PLOT PLAN	D.J.	8-27-85	673/28	KH
	FOUNDATION SURVEY	D.J.	10-27-85	569/1A	KH
	FINAL SURVEY	M.S.	5-20-86	213/114	KH

LAND DESCRIPTION

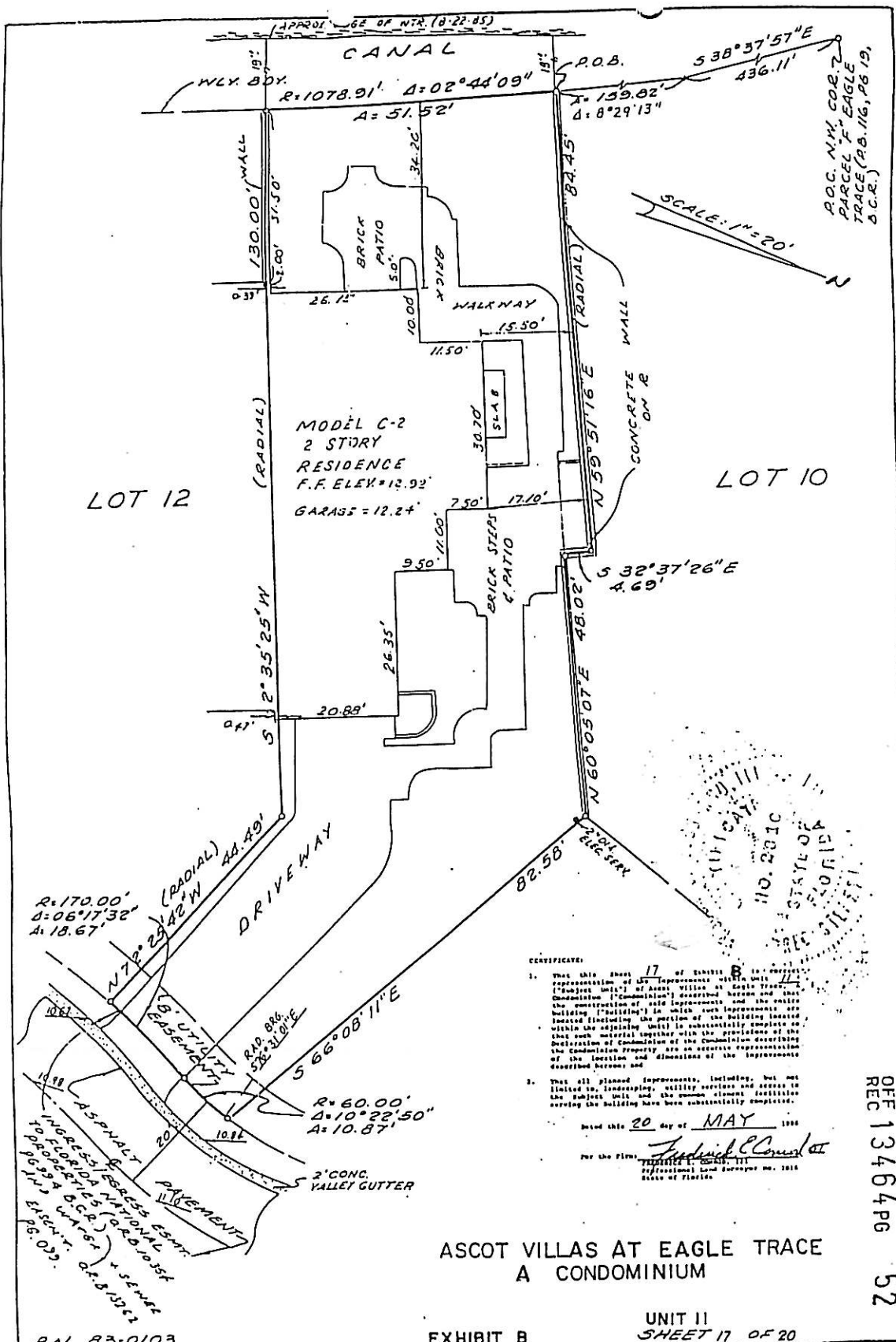
UNIT 2
ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

A portion of Parcel "F", EAGLE TRACE, according to the plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of said parcel "F"; thence South 38° 37' 57" East along the westerly boundary of said Parcel "F", 148.66 feet to the POINT OF BEGINNING; thence North 51° 22' 03" East, 111.00 feet; thence South 79° 58' 32" East, 27.97 feet to a point on the arc of a non-tangent curve (radial line through said point bears North 59° 10' 00" West); thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 30.00 feet, a delta of 55° 47' 17", an arc distance of 29.21 feet; thence South 51° 22' 03" West, 23.98 feet; thence South 38° 37' 57" East, 6.50 feet; thence South 51° 22' 03" West, 86.87 feet to a point on said westerly boundary; thence North 38° 37' 57" West, along said boundary, 48.50 feet to the POINT OF BEGINNING.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.127 acres, more or less.

OFF 13464 PG 51



CERTIFICATE:

- That this sheet 17 of Exhibit B is a correct representation of the improvements within the Unit ("subject unit") of Ascot Villas at Eagle Trace Condominium ("Condominium") described herein and that the construction of said improvements and the entire building ("building") in which such improvements are located including the portion of the building located within the adjoining Unit is substantially complete so that such material together with the provisions of the Declaration of Condominium of the Condominium describing the location and dimensions of the improvements described herein; and
- That all planned improvements, including, but not limited to, landscaping, utility services and access to the subject unit and the common element facilities serving the building have been substantially completed.

Dated this 20 day of MAY 1985

For the Firm: *Fredrick C. Condit*
 Registered Professional Land Surveyor No. 1011
 State of Florida

**ASCOT VILLAS AT EAGLE TRACE
 A CONDOMINIUM**

**UNIT 11
 SHEET 17 OF 20**

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS & SURVEYORS

1000 WEST MC NAB ROAD
 POMPANO BEACH, FLORIDA 33060
 (305) 782-8222

CAS

CERT. NO. LB0003110

REVISION	OWN	DATE	FB/PG	CKD
VACANT SURVEY/PLOT PLAN	D.J.	8-22-85	673/29	KH
FOUNDATIONAL SURVEY	D.J.	11-5-85	574/100	KH
FINAL SURVEY	M.S.	5-20-86	748/12	KH

REC 13464 PG 52
 OFF 13464 PG 52

LAND DESCRIPTION

UNIT 12
ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

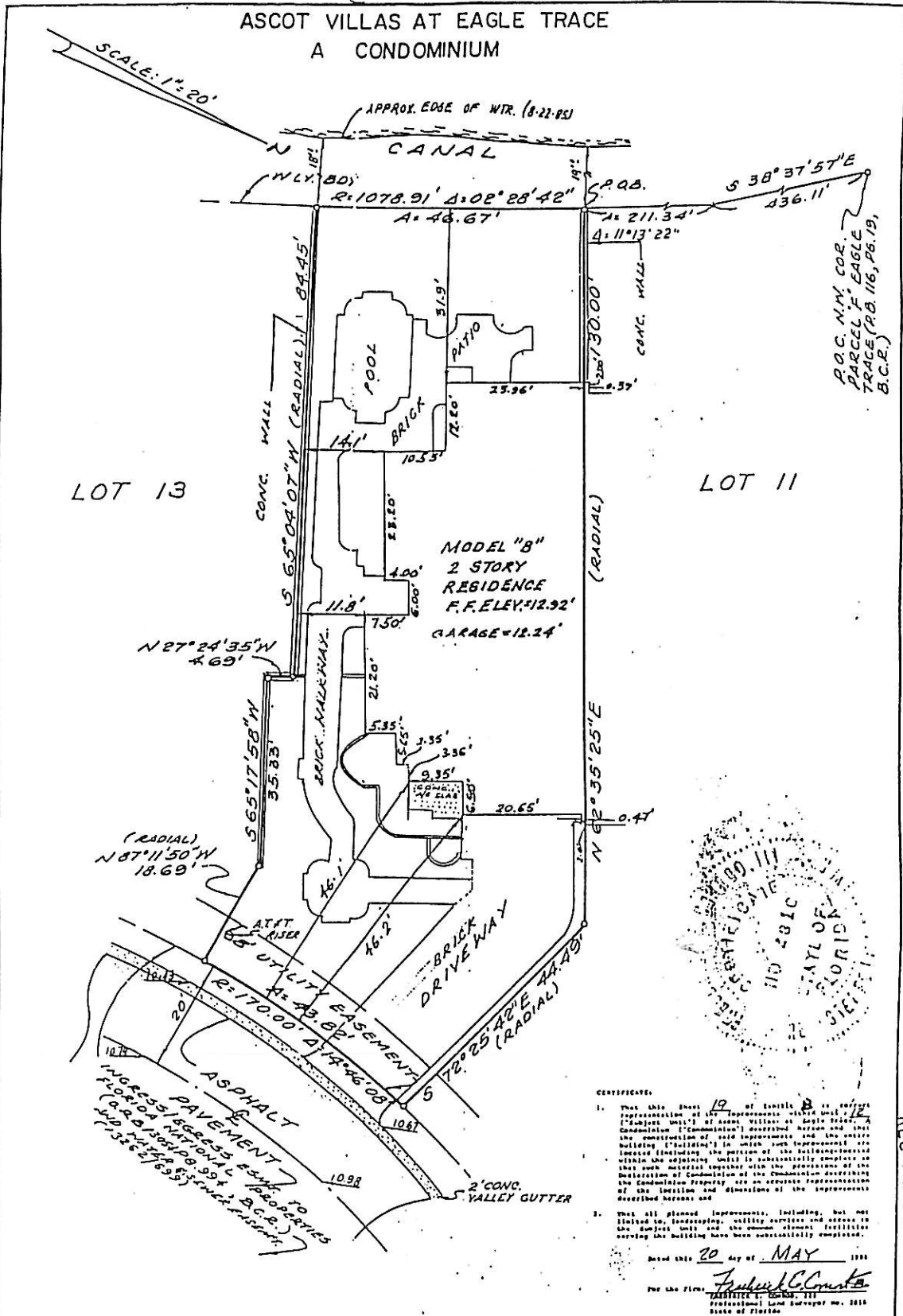
A portion of Parcel "F", EAGLE TRACE, according to the plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel "F"; thence South $38^{\circ} 37' 57''$ East along the westerly boundary of said Parcel "F", 436.11 feet; thence southeasterly along said westerly boundary and along the arc of a tangent curve, being concave to the Southwest, having a radius of 1,078.91 feet, a delta of $11^{\circ} 13' 22''$, an arc distance of 211.34 feet to the POINT OF BEGINNING; thence North $62^{\circ} 35' 25''$ East along a radially extended line, 130.00 feet; thence South $72^{\circ} 25' 42''$ East, 44.49 feet to a point on the arc of a radially tangent curve; thence southwesterly along the arc of said curve, being concave to the southeast, having a radius of 170.00 feet, a delta of $14^{\circ} 46' 08''$, an arc distance of 43.82 feet; thence North $87^{\circ} 11' 50''$ West, along a radially extended line, 18.69 feet; thence South $65^{\circ} 17' 58''$ West, 35.33 feet; thence North $27^{\circ} 24' 35''$ West, 4.69 feet; thence South $65^{\circ} 04' 07''$ West, 84.45 feet to a point on said westerly boundary, said point also being on the arc of a radially tangent curve; thence northwesterly along said boundary and along the arc of said curve, being concave to the Southwest having a radius of 1,078.91 feet, a delta of $02^{\circ} 28' 42''$, an arc distance of 46.67 feet to the POINT OF BEGINNING.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.179 acres, more or less.

OFF 13464 PG 53

ASCOT VILLAS AT EAGLE TRACE
A CONDOMINIUM



CERTIFICATE:

- That this sheet is a correct representation of the improvements shown on the subject unit of Ascot Villas at Eagle Trace, a Condominium ("Condominium") described herein and that the construction of said improvements and the entire building ("Building") in which such improvements are located including the portions of the building situated within the adjoining unit is substantially complete as that such material together with the provisions of the Declaration of Condominium of the Condominium describing the Condominium property are an accurate representation of the location and dimensions of the improvements described herein; and
- That all planned improvements, including, but not limited to, landscaping, utility services and access to the subject unit and the common areas, facilities serving the building have been substantially completed.

Dated this 20 day of MAY 1988

For the Firm: Frank C. Gunts
Professional Land Surveyor No. 111
State of Florida

P.N. 83-0103 EXHIBIT B SHEET 19 OF 20

REVISION	OWN	DATE	FB/PG	CKD
VACANT SURVEY / PLOT PLAN	D.J.	8-22-85	673/29	KH
FOUNDATION SURVEY	D.J.	11-5-85	673/50	KH
FINAL SURVEY	M.S.	5-15-86	744/5-10	KH

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST MC NAB ROAD
POMPANO BEACH, FLORIDA 33060
(305) 782-8222
CERT. NO. LB0003110

CAS

REF 13404 PG 54

LAND DESCRIPTION

UNIT 11
ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

A portion of Parcel "F", EAGLE TRACE, according to the plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel "F"; thence South 38° 37' 57" East along the westerly boundary of said Parcel "F", 436.11 feet; thence southeasterly along said boundary and along the arc of a tangent curve being concave to the Southwest, having a radius of 1,078.91 feet, a delta of 08° 29' 13", an arc distance of 159.82 feet to the POINT OF BEGINNING; thence North 59° 51' 16" East, along a radially extended line, 84.45 feet; thence South 32° 37' 26" East, 4.69 feet; thence North 60° 05' 07" East, 48.02 feet; thence South 66° 08' 11" East, 82.58 feet to a point on the arc of a non-tangent curve, (radial line through said point bears South 76° 31' 01" East); thence southwesterly along the arc of said curve, being concave to the Northwest, having a radius of 60.00 feet, a delta of 10° 22' 50", an arc distance of 10.87 feet to a point of reverse curvature; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 170.00 feet, a delta 06° 17' 32", an arc distance of 18.67 feet; thence North 72° 25' 42" West, along a radially extended line, 44.49 feet; thence South 62° 35' 25" West, 130.00 feet to a point on said boundary, said point also being on the arc of a radially tangent curve; thence northwesterly along said boundary and along the arc of said curve, being concave to the Southwest, having a radius of 1,078.91 feet, a delta of 02° 44' 09", an arc distance of 51.52 feet to the POINT OF BEGINNING.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.207 acres, more or less.

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EXHIBIT C
TO
DECLARATION OF CONDOMINIUM
OF
ASCOT VILLAS AT EAGLE TRACE, A CONDOMINIUM

Schedule of Shares in Common Elements

<u>Unit Number</u>	<u>Fractional Share in Common Elements</u>
1	1/38
2	1/38
3	1/38
4	1/38
5	1/38
6	1/38
7	1/38
8	1/38
9	1/38
10	1/38
11	1/38
12	1/38
13	1/38
14	1/38
15	1/38
16	1/38
17	1/38
18	1/38
19	1/38
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23	1/38
24	1/38
25	1/38
26	1/38
27	1/38
28	1/38
29	1/38
30	1/38
31	1/38
32	1/38
33	1/38
34	1/38
35	1/38
36	1/38
37	1/38
38	1/38

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