

85-418591

This instrument was prepared
by and is to be returned to
Virginia R. Hiatt
English, McCaughan & O'Bryan
100 Northeast Third Avenue
Fort Lauderdale, Florida 33301-1146

DECLARATION OF CONDOMINIUM

OF

THE GLEN CONDOMINIUM I

THIS DECLARATION is made on this 5 day of December, 1985, by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and C.M.S. ASSOCIATES, a Florida general partnership, doing business as GLENCOM DEVELOPMENT CO., a joint venture, hereinafter called "Developer," for itself, its successors, grantees and assigns.

The Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called the Condominium Act.

1.1. Name. The name by which this condominium is to be identified is THE GLEN CONDOMINIUM I.

1.2. The Land. The lands, which by this instrument are submitted to the condominium form of ownership, are described on Exhibit A.

2. Definitions. The terms used in this Declaration and its exhibits shall have the meanings as follows, unless the context otherwise requires.

2.1. Declaration or Declaration of Condominium means this instrument, as it may be amended from time to time.

2.2. Unit means unit as defined by the Condominium Act, including its share of the common elements appurtenant thereto. The physical boundaries of each unit are delineated in the survey attached hereto as Exhibit B, and are as more particularly described in Section 3 of this Declaration.

2.3. Association means The Glen at Eagle Trace Condominium Association, Inc., a Florida corporation not for profit, and its successors.

2.4. Articles means the Articles of Incorporation of the Association as they exist from time to time. A copy of the original Articles is attached hereto as Exhibit C.

2.5. Board or Board of Directors means the Board of Directors of the Association.

2.6. Bylaws means the Bylaws of the association as they exist from time to time. A copy of the original bylaws is attached hereto as Exhibit D.

2.7. Common elements means the portions of the condominium property not included in the units.

2.8. Limited common elements means that portion of the common elements designated as limited common elements on the survey attached hereto as Exhibit B and which are assigned for the exclusive use and benefit of a single unit.

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2.9. Common expenses means expenses of administration, insurance, maintenance, operation, repair and betterment of the common elements, and of the portions of units to be maintained by the Association; the costs of carrying out the powers and duties of the Association; all expenses and assessments properly incurred by the Association for the condominium for which the unit owner is liable to the Association; the condominium's share in the expense of the administration, insurance, maintenance, operation, repair, betterment, and any other obligation of the Association as set out in the Declaration of Covenants, and of the property described as Common Properties in the Declaration of Covenants; expenses declared common expenses by provisions of this Declaration, the Articles, or the Bylaws; and any valid charge against the condominium property as a whole.

2.10. Common Surplus means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profit and revenues on account of the common elements, over and above the amount of the common expenses of this Condominium.

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

2.12. Condominium means that form of ownership of real property which is created pursuant to the Condominium Act and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share of the common elements.

2.13. Condominium Property means all of the property submitted to condominium by this Declaration.

2.14. Unit Owner means the owner of a unit.

2.15. Developer means the entity whose name appears at the end of this Declaration as "Developer," its successors and assigns.

2.16. Institutional Mortgagee means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional-type lender.

2.17. Occupant means the person or persons in possession of a unit.

2.18. Condominium Act means and refers to the Condominium Act of the State of Florida, (F.S. 718 et seq.) as presently enacted.

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

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

2.21. Regulations means regulations respecting the use of the condominium property which have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

2.22. Declaration of Covenants means the Declaration of Covenants Restrictions, and Easements of The Glen at Eagle Trace which has been recorded under Clerk's File 85-41859, of the Public Records of Broward County, Florida.

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2.23. The Glen at Eagle Trace means all of the property described on Exhibit E attached hereto.

3. Identification of Units. The condominium is described and established as follows:

3.1. The Condominium property consists essentially of all units and other improvements as set forth in Exhibit B attached hereto, and for the purpose of identification, all units located on said Condominium property are given identifying numbers and are delineated on the Survey Exhibits collectively identified as "Exhibit B" attached hereto and made a part of this Declaration. No unit bears the same identifying numbers as does any other unit. The aforesaid identifying numbers as to the unit is also the identifying number as to the Condominium parcel. Exhibit B also contains a survey of the land, graphic description of the improvements and the building in which the units are located and a plot plan. Included in Exhibit B is a Certificate as required by P.S. 718.104(4)(e). The legend and notes contained within said Exhibit B are incorporated herein and made a part hereof by reference.

3.2. Amendment of plans.

(a) Alteration of unit plans. The interior plan of a unit may be changed by its owner, and the boundaries between units may be changed by the owners of the units affected provided that if Developer is not such owner the revised interior plan must be approved by the Association. No units may be subdivided. Boundary walls must be equal in quality of design and construction to the existing boundary walls. Any changes in the boundaries of units shall be effected in accordance with plans prepared by an architect licensed to practice in this state, which plans shall be first filed with and approved by the Association. Any change which is made within a unit or in its boundaries shall also observe the requirements of the section concerning maintenance, alteration and improvement.

(b) Amendment of Declaration. A change in the boundaries between units shall be set forth in an amendment to this Declaration. Plans of the units concerned showing the units after the change in boundaries and prepared by an architect licensed to practice in this state shall be attached to the amendment as exhibits, together with the certificate as required by the Condominium Act. Such an amendment shall be signed and acknowledged by the owners of the units concerned; and if Developer is not such an owner the amendment shall be also approved by the Board of Directors and signed and acknowledged by the Association. Such an amendment shall also be signed and acknowledged by all lienors and mortgagees of the units concerned; but it need not be approved or signed by other unit owners, whether or not elsewhere required for an amendment.

3.3. Improvements - general description.

(a) Building. The condominium contains four (4) buildings which contain a total of eighteen (18) units. Construction of the condominium is expected to be completed by May of 1985.

(b) Other improvements. The condominium includes landscaping and other facilities and improvements located as shown on Exhibit B, which improvements are part of the common elements.

3.4. Unit boundaries. Each unit shall include that part of the building that lies within the boundaries of the unit as designated on Exhibit B, which boundaries are as follows:

(a) Upper boundary - the plane of the lowest surface of the unfinished ceiling extended into the intersection of such plane or planes with the perimetrical boundary of the unit as hereinafter described.

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(b) Lower boundary - the plane of the highest surface of the unfinished floor extended to the intersection of such plane or planes with the perimetrical boundary of the unit as hereinafter described.

(c) Perimetrical boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior Building Walls: The intersecting vertical planes of the innermost unfinished surfaces of the exterior wall of the building bounding such unit and when there is attached to the building a balcony or patio serving only the unit being bounded, such boundaries shall be the intersecting vertical planes which include all of such balcony or patio.

(2) Interior Building Walls: The vertical planes established by the unfinished surface of the interior walls bounding such unit extended to intersections with other perimetrical boundaries.

3.5. Common elements. The common elements include the land and all other parts of the condominium not within the units. The Association shall have the power to determine the use to be made of the common elements from time to time, provided that no such use shall discriminate against a unit owner.

3.6. Limited common elements. The limited common elements are those portions of the common elements designated as limited common elements on Exhibit B attached. The limited common elements are for the exclusive use and benefit of the unit to which they are assigned. The Association shall not have the authority to reassign the use and benefit of any portion of the limited common elements.

4. The units. There are eighteen (18) units all of which are more particularly described and the rights and obligations of their owners established as follows:

4.1. Typical unit plans. The units are more fully described on Exhibit B to this Declaration.

4.2. Appurtenances to units. The owner of each unit shall own or have the use of certain interests in the condominium property which are appurtenant to his unit, including but not limited to the following items, which are appurtenant to the several units as indicated:

(a) Common elements and common surplus. Each unit's undivided share in the land and other common elements and in the common surplus which is appurtenant to each owner's unit is 1/18th.

(b) Automobile parking. Automobile parking for each unit is included within the unit and the limited common elements assigned to such unit. All other automobile parking areas shall be for the use and benefit of all the unit owners in The Glen at Eagle Trace.

(c) Association membership and Voting Rights. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the Association. Such person shall be known (and is hereinafter referred to) as a "Voting Member." If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a corporate or partnership unit owner, an officer or employee thereof shall be designated as the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the Bylaws of the Association. The total

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number of votes shall be equal to the total number of units in the Condominium and each Condominium unit shall have no more and no less than one (1) equal vote in the Association. If one individual owns more than one Condominium unit, he shall have the same number of votes as he owns units. A vote of a Condominium unit is not divisible.

(d) Use of common elements. Subject to the easement provisions of Section 14, each unit owner shall have the right to use the common elements in common with all other unit owners as may be required for the purpose of ingress and egress to, and use occupancy and enjoyment of, the respective unit owned by each unit owner and to the use and enjoyment of common facilities. Such rights shall extend to the unit owner and the members of the immediate family and guests and other authorized occupants and visitors of the unit owner. The use of the common elements and the rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws and Rules and Regulations of the Board of Directors.

4.3. Liability for common expenses. Except as provided in Article 6.1(b), each unit owner shall be liable for a proportionate share of the common expenses. Such share shall be in the same percentage as the undivided share in common elements appurtenant to his unit.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and its improvement shall be as follows:

5.1. Units.

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

(1) All boundary walls of a unit except interior surfaces, and all portions of a unit contributing to the support of the building, which portions to be maintained shall include but not be limited to the outside walls of the unit building and all fixtures on its exterior, exterior doors, boundary walls of units, floor and ceiling slabs, including the floor and ceiling slabs of the balconies, load-bearing columns and load-bearing walls;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit in which they are contained; and

(3) All incidental damages caused to a unit by such work shall be repaired promptly at the expense of the Association.

(4) Provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace screens and glass for windows and doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

(b) By the unit owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, refrigerator, disposal, oven, stove, whether or not such items are

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built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; railing, screening and screen supports on balconies and patios; inside paint and other inside wall finishes. Mechanical equipment and the installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building without the approval of the Association.

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

(c) Alteration and improvement. Except as elsewhere reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of such, or make any additions, or do anything that would jeopardize the safety or soundness of the building, or affect the appearance of the building, or impair any easement, without first obtaining approval in writing of owners of all units in which such work is to be done with the approval of a majority of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work. In addition to the foregoing approval requirements, no change which would materially affect the exterior appearance of a unit may be made without the approval of Florida National Properties, Inc., pursuant to Article 3 of the Declaration and General Protective Covenants for Eagle Trace Community.

5.2. Common elements.

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

(b) Alteration and improvement. There shall be no further major improvement of the common elements or acquisition of additional common elements without prior approval by sixty-six and two-thirds percent (66 2/3%) of the voting members. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent. The cost of such work or acquisition shall not be assessed against an institutional mortgagee that acquires its title as the result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements, nor in his share of common expense, whether or not the unit owner contributes to the cost of such alteration, improvement, or acquisition.

5.3 Limited Common Elements

(a) By the Association. The Association shall be responsible for maintenance, repair and replacement of the driveways designated as limited common elements and the boundary walls furnished by the developer surrounding any limited common elements; provided, however, that maintenance of the interior of such boundary walls shall be the responsibility of the unit owner as provided in paragraph 5.3(b).

(b) By the Unit Owner. Maintenance, repair and replacement of areas designated as limited common elements, except those referred to in paragraph 5.3(a), shall be the sole responsibility of the unit owner of the unit to which such limited common elements are assigned, including but not limited to internal courtyards, patios,

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and the interior surfaces of any boundary walls surrounding same. It shall be the sole responsibility of each unit owner to maintain any swimming pools, jacuzzis, lap pools, plunge pools, grassy areas and other landscaping located within those areas designated as limited common elements.

(c) Improvements Within Limited Common Elements. The owner of a unit to which a limited common element is assigned may make improvements within such limited common elements such as construction of fences, walls, swimming pools, jacuzzis, lap pools and/or plunge pools; however, all plans for such improvements must first be submitted to the condominium association and written approval of a majority of the Board of Directors must be obtained prior to the commencement of any construction. Maintenance of any improvements constructed by the owner shall be the sole responsibility of said owner.

6. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. Share of common expense.

(a) Each unit owner shall be liable for 1/18th of the common expenses, and shall share in the same proportion as the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the unit owned by him.

(b) The Developer is excused from the payment of the share of common expenses and assessments relating to those units owned by Developer for a period of one year from the date of recordation of this Declaration. During that year the monthly assessments will not exceed \$113.33 per month. The Developer shall pay during this period of time that portion of the common expenses incurred which exceeds the amount assessed against other unit owners.

6.2. Interest; application of payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the maximum rate permissible by law, or at such lesser rate of interest as may be set by the Board of Directors from time to time, from the date when due until paid. If any installment is not paid within 10 days after it is due, the Board may also require the unit responsible therefor to pay a late charge of \$15.00 or 15% of the delinquent assessment, whichever is greater. All payments upon account shall be first applied to late charges and then to the assessment payment first due. The Board shall have the right to withhold services and deny admission to the recreation area to any delinquent owner.

6.3. Lien for assessments. The Association is given a lien securing payment of assessments imposed by the Association pursuant to the terms of this Declaration and the Bylaws, together with penalty interest and all collection expenses, including attorneys' fees. Such lien must be recorded to be effective and shall be subordinate to the lien of a mortgage recorded prior to the time of recording of the lien for such unpaid assessments. When the mortgage of a recorded mortgage, or other purchaser, of a unit obtains title to the condominium parcel as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments pertaining to the condominium unit or chargeable to the former owner of the unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments which became due prior to acquisition of title and for which the mortgagee or other purchaser is not liable are common expenses collectible from all of the unit owners, including such acquirer and his successors and assigns.

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6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

6.5 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of and improvements to those areas which the Association is obligated to maintain. The Association shall additionally establish a working capital fund for the initial months of the project operation equal to one-quarter's assessment for each unit. The share of each unit to the working capital fund shall be transferred to the Association at the time of closing and shall be maintained in a segregated account to insure that the funds will be available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into this fund shall not be considered as advance payment of regular assessments.

7. Association. The operation of the condominium shall be by a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C.

7.2. Bylaws. A copy of the Bylaws of the Association is attached hereto as Exhibit D.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Restraint upon assignment of shares in assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

7.5. Approval or disapproval of matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the voting member, unless the joinder of record owners is specifically required by this Declaration.

7.6. Roster of unit owners and mortgagee.

(a) The Association shall maintain a roster of unit owners obtained from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of unit owners which shall be furnished by the owners from time to time.

(b) Mortgagees. The Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. Such notice shall consist of a copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a copy of a recorded release, or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

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7.7. Transfer of Association control. When unit owners, other than the developer, own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(a) Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(b) Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

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

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever first occurs. The developer is entitled to elect at least one member of the Board of Directors of the Association as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units operated by the Association.

7.8. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

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

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.

7.9. Books, Records and Documents. Upon request the Association shall make available for inspection by unit owners, lenders and holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books, records and financial statements of the Association. Such inspection shall be during normal business hours or under such other reasonable circumstances as shall be determined by the Association.

7.10. Audited Financial Statement. Upon written request of any holder, insurer or guarantor of a first mortgage, the Association shall furnish, free of charge and within a reasonable time, an audited financial statement for the immediately preceding fiscal year.

8. Rights of Mortgage Holders and Insurers or Guarantors.

8.1 Definitions. For purposes of this paragraph 8, the phrase "mortgage holder" shall be defined as any institutional or individual mortgagee who holds a mortgage on one or more condominium units, the term "insurer" shall be defined as any entity providing private mortgage insurance covering a mortgage on one or more condominium units, and the term "guarantor" shall be defined as any natural person or entity who has guaranteed payment of any loan secured by a mortgage on one or more condominium units.

8.2. Condemnations, Assessments, Insurance. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, and the condominium unit number or

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address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss which affects a material portion of the project or unit on which there is a mortgage held, insured, or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by a unit owner of a unit subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, which remains uncured for a period of 60 days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

8.3. Restoration, Termination of Condominium or Management. Mortgage holders shall also be afforded the following rights:

(a) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the declaration and the original plans and specifications, unless other action is approved by holders holding mortgages on units which have at least 51 percent of the votes of units subject to mortgages.

(b) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of holders holding mortgages on units which have at least 51 percent of the votes of units subject to mortgages.

(c) When professional management has been previously required by any mortgage holder or insurer or guarantor, whether such entity became a mortgage holder or insurer or guarantor at that time or later, any decision to establish self management by the Association shall require the prior consent of 66 2/3 percent of the voting members and the approval of holders holding mortgages on units which have at least 51 percent of the votes of units subject to mortgages.

8.4. Amendments to Documents. The following provisions do not apply to amendments to the Declaration or termination of the condominium made as a result of destruction, damage or condemnation pursuant to paragraph 8.2 above.

(a) The consent of at least 66 2/3 percent of the voting members and the approval of holders holding mortgages on units which have at least 51 percent of the votes of units subject to mortgages, shall be required to terminate the legal status of the project as a condominium.

(b) The consent of at least 66 2/3 percent of the voting members and the approval of holders holding mortgages on units which have at least 51 percent of the votes of units subject to mortgages, shall be required to add or amend any material provisions of the declaration, articles or bylaws, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
- (4) Insurance or Fidelity Bonds;

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- (5) Rights to use of the common areas;
- (6) Responsibility for maintenance and repair of the several portions of the project;
- (7) Boundaries of any unit;
- (8) The interests in the general or limited common areas;
- (9) Convertibility of units into common areas or of common areas into units;
- (10) Leasing of units;
- (11) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;
- (12) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on unit estates.

(c) An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

9. Insurance. The insurance which shall be carried on the condominium property and the property of the unit owners shall be governed by the following provisions:

9.1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. The amount of insurance, the insurance agency, the insurance trustee and the insurance company shall be subject to approval by the institutional mortgagee, which, according to the roster of mortgagees at the time for approval, is the owner and holder of the highest dollar indebtedness upon units in the condominium. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named insured. The named insured shall be the Association individually and as agent for the unit owners without naming them, and shall include the mortgagees of units which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee or Association. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(d) Copies to mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of each preceding policy which is being renewed or replaced, whichever date shall first occur.

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9.2. Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, flooding, vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Fidelity insurance for the bonding of all officers or directors who control or disburse funds of the Association.

(e) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

9.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against that owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

9.4. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Unit owners. An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that except as set forth in Article 8, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to

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apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

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

(a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the unit owners and their respective shares of the distribution.

9.6. Association as agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9.7. Benefit of mortgagees. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium units, and all of such provisions may be enforced by such mortgagee.

10. Reconstruction or repair after casualty.

10.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Lesser damage. If units to which 50% of the common elements are appurtenant are found by the Board of Directors to be tenantable after the casualty, the damaged property shall be reconstructed or repaired.

(b) Major damage. If units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost

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of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of unit owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of 75% of the common elements, the damaged property will be reconstructed or repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The expenses of such determination shall be assessed against all unit owners in proportion to their shares in the common elements.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

10.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors and by mortgagees as provided in Article 8 and by the owners of not less than sixty-six and two-thirds percent (66 2/3%) of the common elements, including the owners of all units the plans for which are to be altered, which approvals shall not be unreasonably withheld.

10.3. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property.

10.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owners' shares in the common elements.

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

(a) Association. If the estimated cost of reconstruction and repair for which the Association is responsible is more than \$10,000.00, the sums paid upon assessments to defray such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$10,000.00, the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, such funds shall be disbursed in the manner hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the building, or if requested by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

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(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$10,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required by this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that under the following circumstances the approval of an architect named by Association shall be first obtained by Association upon disbursements in payment of costs of reconstruction and repair:

(i) When the report describing the loss, which shall be required by the Insurance Trustee from Association, shows that the damage to property includes structural parts of the building.

(ii) Upon request of Association, or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(iii) When the report of loss made by Association to Insurance Trustee shows that the estimated costs of construction and repair are in excess of \$10,000.00.

11. Use restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

11.1. Pets. One domestic household pet (i.e. dog or cat), may be permitted to be kept in a condominium unit, provided no pet which weighs in excess of twenty-five (25) pounds may be permitted to be kept in a condominium unit unless the occupant has obtained the prior approval of the Board of Directors of the Association. A dog or cat must be kept on a leash at all times when outside of the pet owner's condominium unit and such pet shall not be left alone outside

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of a condominium unit. Any pet shall be kept subject to the rules and regulations adopted by the Board of Directors of the Association and no pet shall be kept, bred or maintained for any commercial purposes. A pet must be permanently removed from the condominium property upon three days written notice from the Board of Directors of the Condominium Association, when this Board has determined in its sole discretion that the pet is creating a nuisance or an unreasonable disturbance. Any damage caused by a pet to the condominium property shall be the responsibility of the unit owner to whom such pet belongs and such unit owner shall pay for the cost of the repair of said damage resulting from the act of the pet.

11.2. Units. Each of the units shall be occupied only by a single family, together with its guests, as a residence and for no other purpose. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred.

11.3. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit by the occupants.

11.4. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements which will increase the rate of insurance upon the condominium property.

11.5. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.6. Leasing. After approval by the Association elsewhere required, entire units may be leased, provided the occupancy is only by the Lessee, his family or guests. Any such lease shall not relieve the Unit Owner of his obligations as provided in the condominium documents. Lessee shall agree to be bound by the condominium documents during the term of the lease. Any unit owner leasing or renting his unit shall promptly notify the Board of Directors of the the names of the persons to be occupying the leased unit. No rooms may be leased. No parking spaces may be leased, except to another unit owner, and then only with the approval of the Board of Directors. All leases shall be in writing and must be for a term of at least 6 months. No unit owner may lease his unit more than once in any calendar year.

11.7. Signs. No signs shall be displayed from a unit or on common property except such signs as shall have advance written approval by the Association, and by Florida National Properties, Inc.

11.8. Regulations. Reasonable regulations concerning the use and appearance of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

11.9. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common

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areas without charge as may facilitate such completion and sale or lease, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

12. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer and institutional mortgagees shall be subject to the following provisions so long as the condominium exists and the buildings in useful condition exists upon the land, which provisions each unit owner covenants to observe:

12.1. Transfer subject to approval.

(a) Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association

(b) Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association.

(c) Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

(d) Devise of inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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

(f) In connection with the approvals required by this Section 12, a unit owner may be required to pay to the Association a fee in connection therewith. Such fee shall not exceed the maximum fee permissible, as provided in Florida Statutes Section 118.112; or as amended.

(g) Discrimination prohibited. In making its decision regarding the proposed transfer, the Association shall not discriminate against any purchaser or lessee based on sex, religion, marital status, race or national origin, or in any other unlawful manner.

12.2. Developer Right of First Refusal.

(a) Notice to Developer. Any Unit Owner who enters into an agreement to sell or lease his unit, shall within ten (10) days after the execution of such agreement, furnish to the Developer written notice of the name or names and residence addresses of the proposed purchaser or purchasers together with a copy of the said Agreement (The "outside offer"). The owner shall also furnish the Developer with such other information as the Developer may reasonably require. Notice shall not be deemed to be given if it is erroneous in any material aspect. Said notice shall be deemed an offer to sell of such unit to the Developer, or its designee, corporate or otherwise, on the same terms and conditions as are contained in such outside offer. The giving of such notice shall constitute a warranty and representation by such unit owner to the Developer that the unit owner believes the outside offer to be bona fide in all respects. The Developer shall within ten (10) days after receipt of such notice (The "Developer's" exercise period"), notify the unit owner, in writing, electing to either purchase the unit on the same terms and conditions as contained in the outside offer or electing not to purchase the unit.

(b) Exercise. In the event Developer exercises its "right of first refusal" and accepts the offer, title shall close at the office of the Developer's attorney on the latter of: (1) the date specified in the outside offer; or (2) thirty (30) days after the

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giving of notice by the Developer of its election to accept the offer. At closing there shall be delivered to Developer or to its designee, a Warranty Deed in such form and subject to the provisions as were contained in the original Deed given by the Developer. If the unit is subject to liens and encumbrances at time of closing such liens and encumbrances shall be discharged out of the closing proceeds at closing or Developer shall have the right to accept title subject to such liens and or encumbrances and deduct from the purchase price the sum necessary to discharge same. All items which are subject to customary apportionments shall be prorated between the parties at closing.

(c) The Developer's right of first refusal shall terminate when the Developer is no longer offering any unit in The Glen at Eagle Trace for sale in the ordinary course of business.

12.3. Approval by Association.

(a) Notice to Association.

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

(2) Lease. A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, including a copy of the proposed lease.

(b) Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 15 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president, in recordable form, and shall be delivered to the purchaser.

(2) Lease. If the proposed transaction is a lease, then within 15 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and shall be delivered to the lessee.

(3) Gift, devise or inheritance; other transfers. If the unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, not approved by the Association, then within 15 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and shall be delivered to the unit owner.

(4) If the Association does not approve or disapprove the proposed transaction within the 15-day period, the transaction shall be deemed approved.

(5) In the case of a sale or other transfer of other than a leasehold interest, if no certificate of approval has been recorded within 12 months from the date of the transfer and the Association has not recorded a notice that the transfer has not been approved, the transfer will be deemed approved.

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(c) Approval of corporate owner, purchaser or lessee. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner, or purchaser, or lessee, of a unit is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the unit be also approved by the Association, and such approval shall not be arbitrarily withheld.

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

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

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

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within 45 days after the delivery or mailing of said agreement to purchase, or within twenty days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of the county in which the condominium is located, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transactions shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made. However, the Association shall not unreasonably withhold its approval and must provide to the owner, if requested, a statement as to why the lease was disapproved.

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

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

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

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

(4) A certificate of the Association executed by its president and approving the purchaser shall be recorded in the public records of the county in which the condominium is located, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

12.5. Mortgage. No unit owner may mortgage his unit nor any interest therein without approval of the Association except to an institutional mortgagee or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, but such approval may not be arbitrarily withheld.

12.6. Exception. The foregoing provisions of this section entitled "Maintenance of Community Interest" and the provisions of Section 11.7. shall not apply to a transfer to or purchase by the Developer or an institutional mortgagee which acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

13. Compliance and default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, as amended, Bylaws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of a unit owner to comply therewith shall entitle the Association and unit owners to the following relief in addition to the remedies provided by the Condominium Act.

13.1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements.

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13.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, Articles, Bylaws, Declaration of Covenants or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

13.3. No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Declaration of Covenants, the Articles of Incorporation, the Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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

14.1. Utilities. All of that portion of the common elements of this condominium comprising the utility facilities contained upon the condominium property, including, without limitation, the electric, water, cable television, telephone and gas lines, storm sewerage, sanitary sewerage and surplus water drainage areas, and the like, shall be and is hereby declared to be subject to a perpetual non-exclusive easement in favor of any utility company servicing the same and all of the owners of all condominium units hereafter created by the Developer and/or its successors or assigns on all or any portion of The Glen at Eagle Trace for such purposes and uses as to which such facilities may reasonably be deemed to have been intended, including the transmission of electrical power, the delivery of water and the collection and distribution of waste water and surface water, the delivery of a supply of gas and the like. In like manner, the Developer covenants and agrees with all of the unit owners of this condominium that each and every Declaration of Condominium to be recorded by the Developer creating a condominium within all or any portion of The Glen of Eagle Trace shall contain an identical perpetual non-exclusive easement in favor of all owners of units contained within this condominium and in favor of all owners of units contained within all condominiums created or to be created by the Developer on all or any portion of The Glen of Eagle Trace.

14.2. Pedestrian and vehicular traffic. Those portions of the common elements of the condominium comprising the roadways, pathways, waterways and walkways and reasonably intended or reasonably useful for ingress and egress purposes are, and shall continue to be subject to a perpetual non-exclusive easement in favor of Developer and all owners of condominiums created by the Developer and/or its successors or assigns upon all or a portion of the The Glen at Eagle Trace for the purposes of providing ingress and egress and the free flow of vehicular and pedestrian traffic upon, over and across same. The Developer covenants and agrees with each unit owner who shall purchase a condominium unit in this condominium that each and every Declaration of Condominium hereafter to be recorded among the Public Records of Broward County, Florida, creating a condominium on all or any portion of The Glen at Eagle Trace shall contain a like reciprocal easement in that portion of the common elements of said condominium designated as roadways, pathways, waterways, driveways and walkways for like purposes, in favor of condominium unit owners in this condominium and in all other condominiums hereafter created by the Developer upon all or a portion of The Glen at Eagle Trace.

14.3. Support. Every portion of a unit contributing to the support of the building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

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14.4. The unit owners, their immediate families, guests and invitees shall have a perpetual non-exclusive easement in the common property for their use and enjoyment.

14.5. Air space. An exclusive easement for the use of air space occupied by the Condominium buildings as it exists at any particular time and as the unit may lawfully be altered.

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

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

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

14.9. Easements for Maintenance and Repair. A maintenance and repair easement shall exist in favor of the Developer and/or its successors or assigns, The Glen at Eagle Trace Condominium Association, Inc., and the management company over any portions of the condominium property which it is necessary for the developer, the Association or the management company to utilize in order to maintain or repair any portion of The Glen at Eagle Trace.

14.10. Developer's easements for construction of other condominiums. In recognition of the fact that the Developer, its agents, employees, contractors and subcontractors may require access to the common elements of this condominium for purposes of ingress and egress and for other purposes related to the development and construction of other condominiums, and to develop and construct improvements in this condominium, the Developer hereby reserves unto itself, its successors and assigns a non-exclusive easement in the common elements of this condominium for the purposes of ingress and egress and for such other purposes as may be reasonably required by the Developer in order to develop and construct other condominiums upon property owned by the Developer, and to develop and construct other improvements within this condominium.

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

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

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

(a) not less than 66 2/3% of the votes of the entire membership of the Board of Directors and by not less than 66 2/3% of the voting members of the Association; or

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(b) not less than 75% of the votes of the voting members of the Association; or

(c) during the time the developer is in control of the Association, by not less than 66 2/3% of the votes of the membership of the Board of Directors.

15.3. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment. In addition, certain provisions of this Declaration are for the benefit of mortgagees of condominium parcels, may be enforced by such mortgagees, and cannot be amended without the consent of said mortgagees.

15.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with all the formalities of a deed and shall include the recording data identifying this Declaration. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of the county in which the condominium is located.

16. Provisions Relating to Condemnation or Eminent Domain Proceedings.

16.1 Deposit of Awards With Insurance Trustee. 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 Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

16.2 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 Section 4.2(a) of this Declaration and distributed to the Unit 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 usable in the manner provided below.

16.3 Unit Reduced But Tenantable. If the taking reduces the size of an 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:

(a) 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 Unit Owner thereof.

(b) 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 Unit Owner and Approved Mortgagees as their interests may appear.

REF 13028 PAGE 632

16.4 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 effected in the Condominium:

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

(b) 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 Section 16.4(a) above, the work shall be approved in the manner required for further improvements of the Common Elements.

(c) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Unit among the reduced number of Units. The shares of the continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Units being allocated to all the continuing Units in proportion to their share of ownership in the Common Elements.

(d) If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition 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 Unit Owners who will continue as Apartment Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(e) If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Unit 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 of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. 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 effected by the taking.

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

16.6 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. 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

REC 13028 PAGE 633

Association to the Developer, all Unit Owners and all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of Broward County, Florida provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to Developer, all Unit Owners and all Approved Mortgagees, unless such thirty (30) day period is waived in writing by Developer, all Unit Owners and all Approved Mortgagees.

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

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

17.2. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of the county in which the condominium is located.

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

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

18. The Glen at Eagle Trace. This condominium is part of a development known as The Glen at Eagle Trace which development is subject to a Declaration of Covenants. Each condominium in the The Glen at Eagle Trace is responsible for a share of the expense of maintaining the property described as Common Properties in the Declaration of Covenants and the expense of fulfilling other duties and obligations imposed by the Declaration of Covenants and that share is a common expense of this condominium. The method of sharing the expense is as set forth in the Declaration of Covenants.

19. Eagle Trace Community. The Glen at Eagle Trace is part of The Eagle Trace Community. The Eagle Trace Community is defined in the Declaration and General Protective Covenants for Eagle Trace Community, which are recorded in Official Records Book 11230, Page 152, of the Public Records of Broward County, Florida. The Declaration and General Protective Covenants for Eagle Trace Community has been supplemented by a Declaration of Neighborhood Covenants, recorded in Official Records Book 11471, Page 515, of the Public Records of Broward County, Florida. The Glen at Eagle Trace is subject to both of the above-described Declarations. Both Declarations provide for an assessment against the owners of units at the Glen at Eagle Trace. The Glen at Eagle Trace Condominium Association, Inc. shall serve as the neighborhood association required by said Declarations. The Eagle Trace Community is governed by the Eagle Trace Community Association, Inc. The Glen at Eagle Trace Condominium Association, Inc. has the obligation, as the neighborhood association, to collect the Eagle Trace Community assessments and pay those assessments to the Eagle Trace Community Association, Inc. Those assessments will be considered a common expense under the Declaration of Covenants for the Glen at Eagle Trace and unit owners in this condominium shall be liable for their share of those assessments pursuant to the formula set out in said Declaration of Covenants.

REC 13028 PAGE 634

20. **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

GLENCOM DEVELOPMENT CO., a joint venture

GLENSPRINGS COMMUNITIES, INC., a Florida corporation, joint venturer

Patricia Tillman
Michelle P. Childs

By: M. Edward Hill, V.P.
M. Edward Hill, Vice President

C.M.S. ASSOCIATES, A Florida general partnership, joint venturer

R. H. EAGLE, INC., a Florida corporation, general partner of C.M.S. ASSOCIATES

Abdulhadi
Camille Hill

By: Richard Halsey
Richard Halsey, President

G & D INVESTMENT CORP., a Florida corporation, general partner of C.M.S. Associates

Kerley A. Crompton
Peggy L. Brown

By: George L. Caldwell Pres.
George L. Caldwell, President

STATE OF FLORIDA)
COUNTY OF BROWARD)

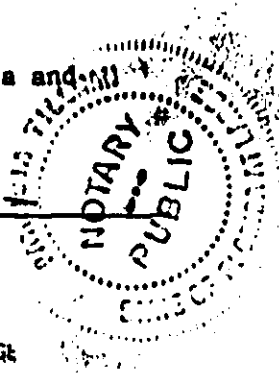
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the province aforesaid to take acknowledgments, personally appeared M. EDWARD HILL, Vice President of GLENSPRINGS COMMUNITIES, INC., a Florida corporation, joint venturer, to me known to be the person described in and who executed the foregoing Declaration of Condominium, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State of Florida and County of Broward, this 5 day of December, 1985.

Patricia Tillman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 26 1985
BONDED THRU GENERAL INS. UNDERWRITERS




OFF 13028 PAGE 635

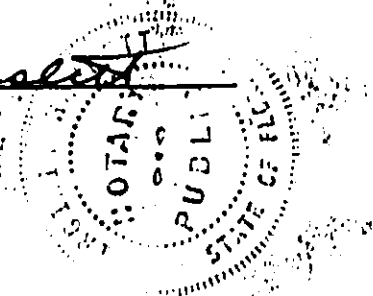
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the province aforesaid to take acknowledgments, personally appeared RICHARD HALSEY, President of R. H. EAGLE, INC., a Florida Corporation, general partner of C.M.S. Associates, to me known to be the person described in and who executed the foregoing Declaration of Condominium, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State of Florida and County of Broward, this 27th day of November 1985.


Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 20, 1989
BONDED THRU GENERAL INS. UND.



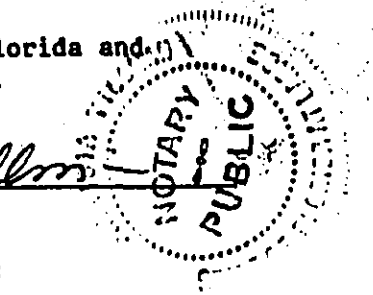
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the province aforesaid to take acknowledgments, personally appeared GEORGE L. CALDWELL, the President of G & D INVESTMENT CORP., a Florida corporation, general partner of C.M.S. Associates, to me known to be the person described in and who executed the foregoing Declaration of Condominium, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State of Florida and County of Broward, this 5 day of December, 1985.


Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 26 1985
BONDED THRU GENERAL INS. UNDERWRITERS



REF 13028 PAGE 636

EXHIBIT "A"

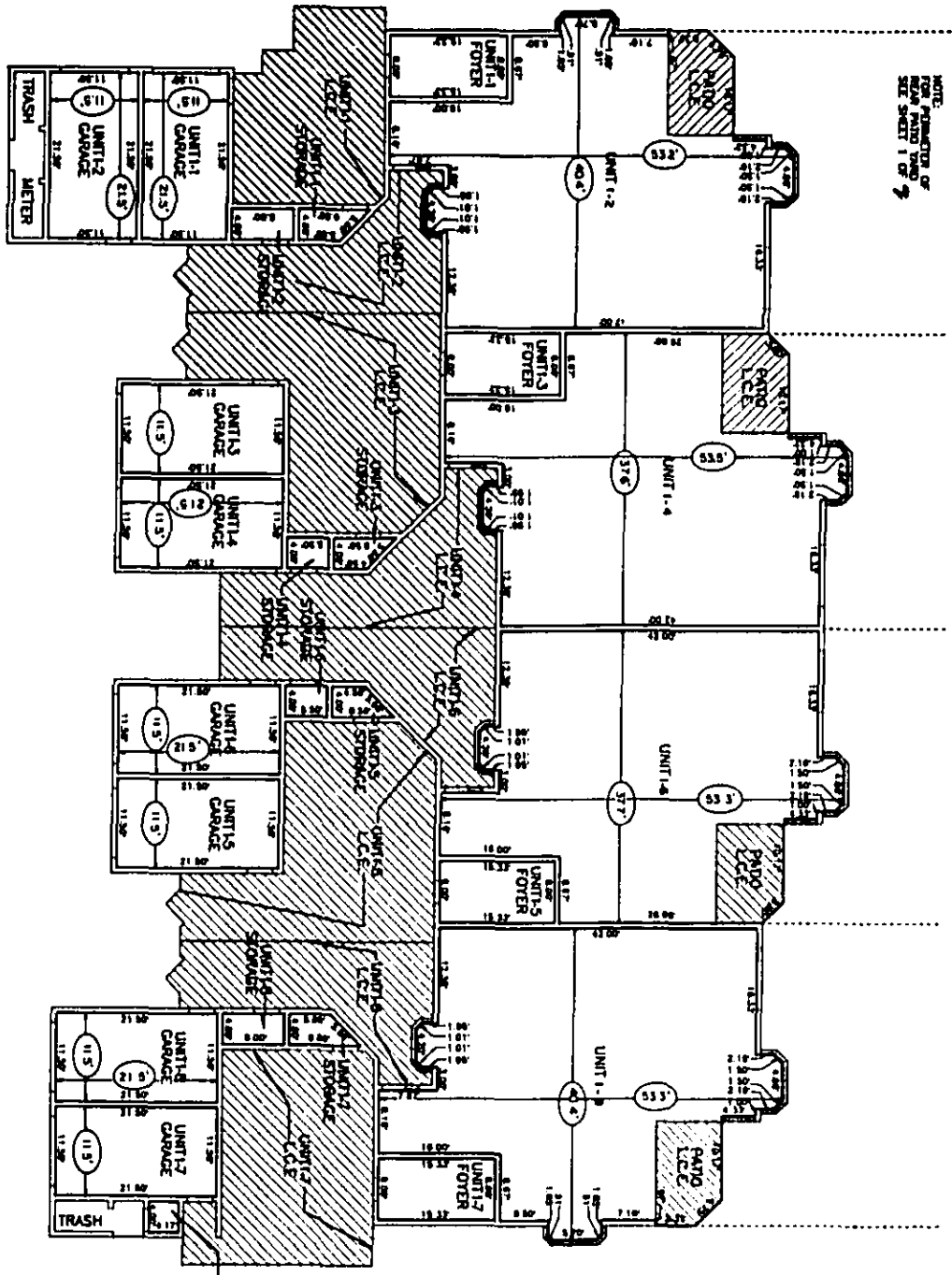
A portion of Lots 1 & 2, Block F, "EAGLE TRACE", according to the plat thereof, as recorded in Plat Book 116, Page 19 of the Public Records of Broward County, Florida, more particularly described as follows:

BEGIN at the most northeasterly corner of Lot 1, Block F, of said plat; said point being on the arc of a non-tangent curve (radial line through said point bears South 53° 43' 41" West); thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 1,040.00 feet, a delta of 11° 34' 13", an arc distance of 210.02 feet; thence tangent to said curve South 47° 50' 32" East, 62.19 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 50.00 feet, a delta of 86° 15' 45", an arc distance of 75.28 feet to a point of reverse curvature; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 1,483.97 feet, a delta of 02° 46' 15", an arc distance of 71.76 feet; thence tangent to said curve South 35° 39' 00" West, 483.31 feet; thence North 54° 21' 00" West, 303.13 feet to a point on the arc of a non-tangent curve (radial line through said point bears South 31° 07' 10" East); thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 387.51 feet, a delta of 13° 29' 11", an arc distance of 91.21 feet; thence tangent to said curve North 45° 23' 39" East, 164.75 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 4,281.29 feet, a delta of 01° 25' 10", an arc distance of 106.06 feet; thence North 40° 16' 34" West, 150.78 feet; thence North 49° 43' 26" East, 265.24 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 3,054.79 feet, a delta of 00° 12' 43", an arc distance of 11.30 feet to the POINT OF BEGINNING.

Said lands lying in the City of Coral Springs, Broward County, Florida, containing 4.251 acres more or less.

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF

THE GLEN CONDOMINIUM I

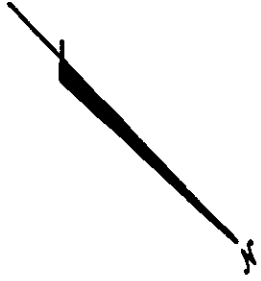


NOTE: DIMENSIONS OF ROOMS PAINTED UNITS SEE SHEET 1 OF 9

UNIT 1-7 STORAGE

NOTES:

1. L.C.E. = LIMITED COMMON ELEMENT AND IS DEPARTMENT BY CROSS-HATCHING
2. --- INDICATES PERMETRICAL BOUNDARY OF UNIT
3. METERS ROOMS ARE COMMON ELEMENTS
4. FOR ALL OTHER PERMETRICAL BOUNDARIES PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.
5. THIS DRAWING WAS PREPARED FROM SHEETS A-1, A-2, A-3, A-4, A-5 & A-6 FROM THE RECORD AND CHIEF ARCHITECTS INC. PROJECT NO. 10701 DATED 3-23-84 MAY BE REVISED BY ACTUAL FIELD SURVEY DATA PREPARED BY OWNER AND DATED 11-20-83.
6. (CLO) --- INDICATES AS-BUILT PERMETRICAL BOUNDARY DIMENSIONS SHOWN TO THE NEAREST ONE TENTH (0.01) OF A FOOT.



SHEET 2 OF 9

THE GLEN
CONDOMINIUM I
BUILDING NO.1 1ST FLOOR

Darby and Way, Inc.
Professional
Engineering, Surveying & Planning

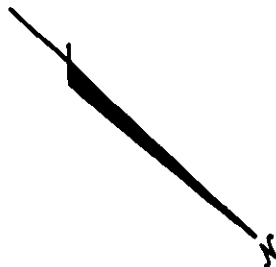
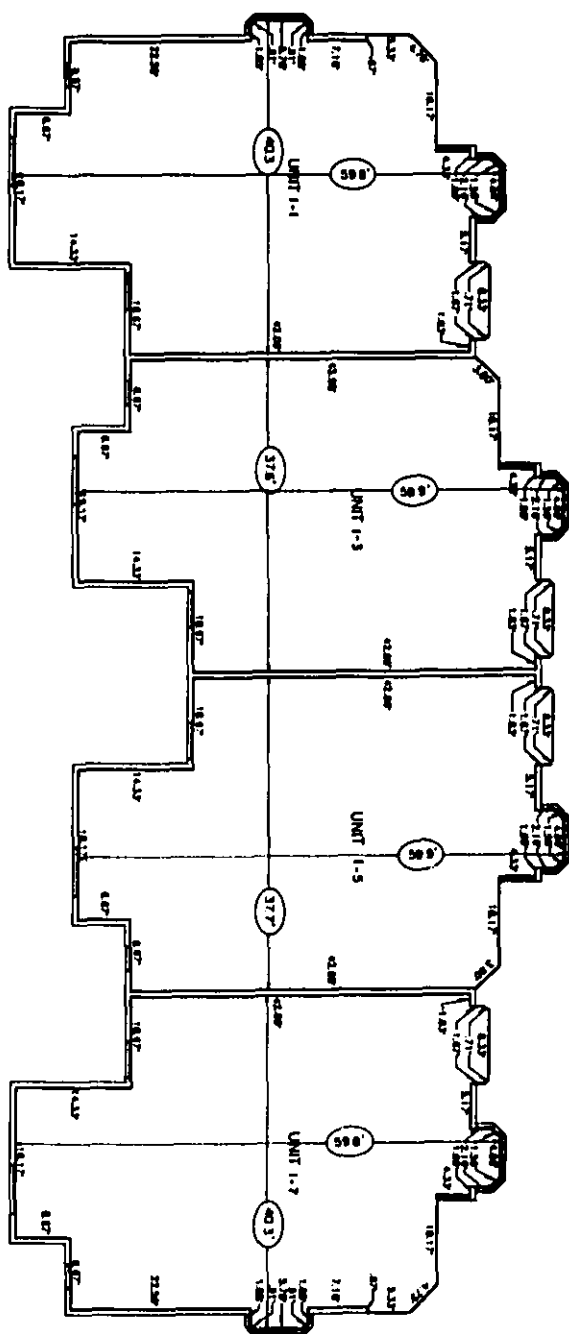
400 N.W. AVENUE SUITE 800 FORT LAUDERDALE, FLORIDA 33404
FORT LAUDERDALE (954) 771-6881 • ORLANDO (407) 433-9728

NO.	REVISION	DATE	BY	CHKD.
1	FINAL	5/30/84		
2				
3				
4				
5				
6				
7				
8				
9				
10				

A049

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF

THE GLEN CONDOMINIUM I



- NOTES:
1. L.C.E. = UNITED COMMON ELEMENT AND IS DESIGNATED BY CROSSHATCHING.
 2. ——— INDICATES PERIMETRICAL BOUNDARY OF UNIT.
 3. DOTTED LINES ARE COMMON ELEMENTS.
 4. FOR ALL OTHER PERTINENT INFORMATION PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.
 5. THIS DRAWING WAS PREPARED FROM SHEETS A-1, A-2, A-3, A-4, A-5 & A-6 FROM FLOOR PLAN AND ORDER ARCHITECTS INC., PROJECT NO. 10261, DATED 5-23-84 AND WAS SUPERSEDED BY ACTUAL FIELD SURVEY DATA PROVIDED BY OWNER AND MEYER INC., DATED 11-20-84.
 6. ——— INDICATES AS-BUILT PERIMETRICAL BOUNDARY DIMENSIONS SHOWN TO THE NEAREST ONE TENTH (1/10') OF A FOOT.

SHEET 3 OF 9

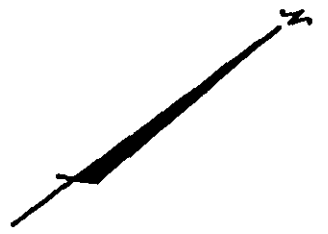
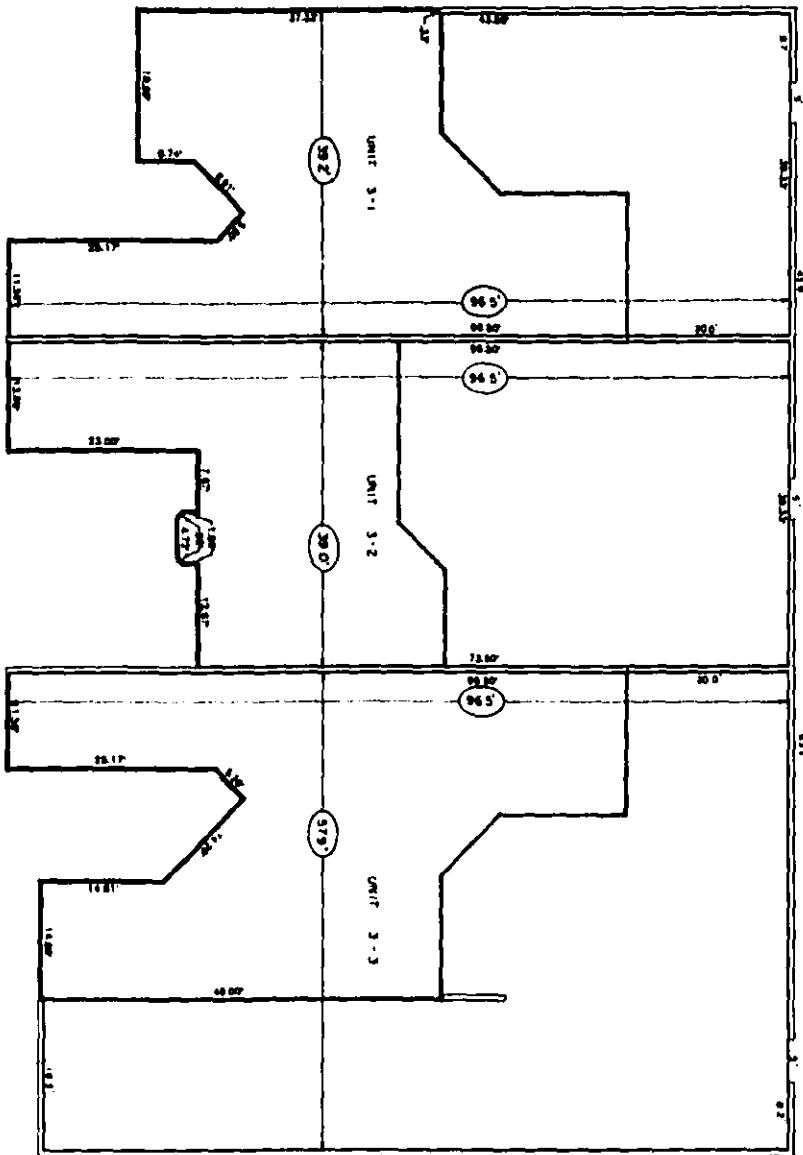
THE GLEN
CONDOMINIUM I
BUILDING NO.1 2nd FLOOR

Darby and Wray, Inc.
Professional
Engineering, Surveying & Planning

680 N.E. 14th AVENUE SUITE 202 PORT LAUDERDALE, FLORIDA 33054
PORT LAUDERDALE (954) 777-8881 • CRESTLAND (954) 433-9726

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	8/30/84	PLANS		

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF
THE GLEN CONDOMINIUM I



NOTES:

1. L.C.E. = LIMITED COMMON ELEMENT AND IS DESIGNATED BY CROSSHATCHING.
2. ——— INDICATES PERIMETRICAL BOUNDARY OF UNIT.
3. AFTER ROADS ARE COMMON ELEMENTS.
4. FOR ALL OTHER PERIMETER INFORMATION PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.
5. THIS PLANING WAS PREPARED FROM SHEETS A-1, A-2, A-3, A-4, A-5 & A-6 FROM THE PLANNING AND CHIEF ARCHITECTS INC., PROJECT NO. 10241, DATED 2-15-84 AND ARE SUPERSEDED BY ACTUAL FIELD SURVEY DATA PREPARED BY DEWEY AND WATSON INC., DATED 11-20-84.
6. (C.E.) INDICATES AS-BUILT PERIMETRICAL BOUNDARY DIMENSIONS SHOWN TO THE NEAREST ONE TENTH INCH OF A FOOT.

SHEET 6 OF 9

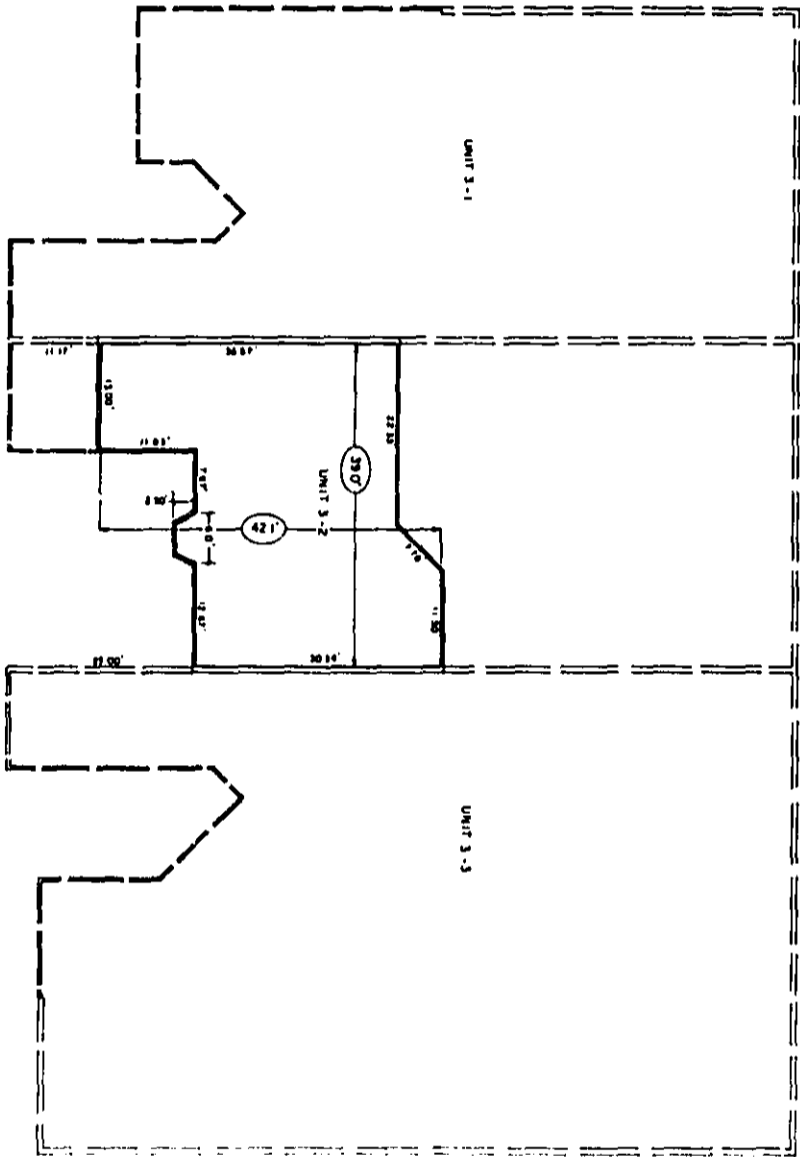
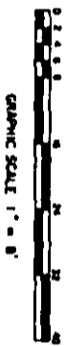
THE GLEN
CONDOMINIUM I
BUILDING NO. 3

Darby and Wray, Inc.
Professional
Engineering, Surveying & Planning

400 N.E. 10 AVENUE SUITE 202 FORT LAUDERDALE FLORIDA 33404
FORT LAUDERDALE (954) 774-0201 • OCEAN DRIFT (954) 433-9720

NO.	REVISION	DATE	BY	CHKD.
1	Final	5/30/84		

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF
THE GLEN CONDOMINIUM I



NOTES

- 1 L.C.E. - LIMITED COMMON ELEMENTS AND IS DESIGNATED BY CROSS-HATCHING
- 2 - - - - - INDICATES PERMETRICAL BOUNDARY OF UNIT
- 3 - - - - - KITCHEN ROOMS ARE COMMON ELEMENTS
- 4 FOR ALL OTHER PERMETRICAL INFORMATION PLEASE REFER TO THE DECLARATION OF CONDOMINIUM
- 5 THIS DRAWING WAS PRODUCED FROM SHEETS A-1, A-2, A-3, A-4, A-5 & A-6 FROM FROM PERRY AND OWEN ARCHITECTS INC., PROJECT NO. 1003, DATED 3-23-84 AND WAS SUPPLEMENTED BY ACTUAL FIELD SURVEY DATA PROVIDED BY OWNER AND DATED 11-20-85.
- 6 (390) - - - - - INDICATES AS-SHOWN PERMETRICAL BOUNDARY DIMENSIONS SHOWN TO THE NEAREST ONE TENTH (0.001) OF A FOOT.

SHEET 7 OF 9

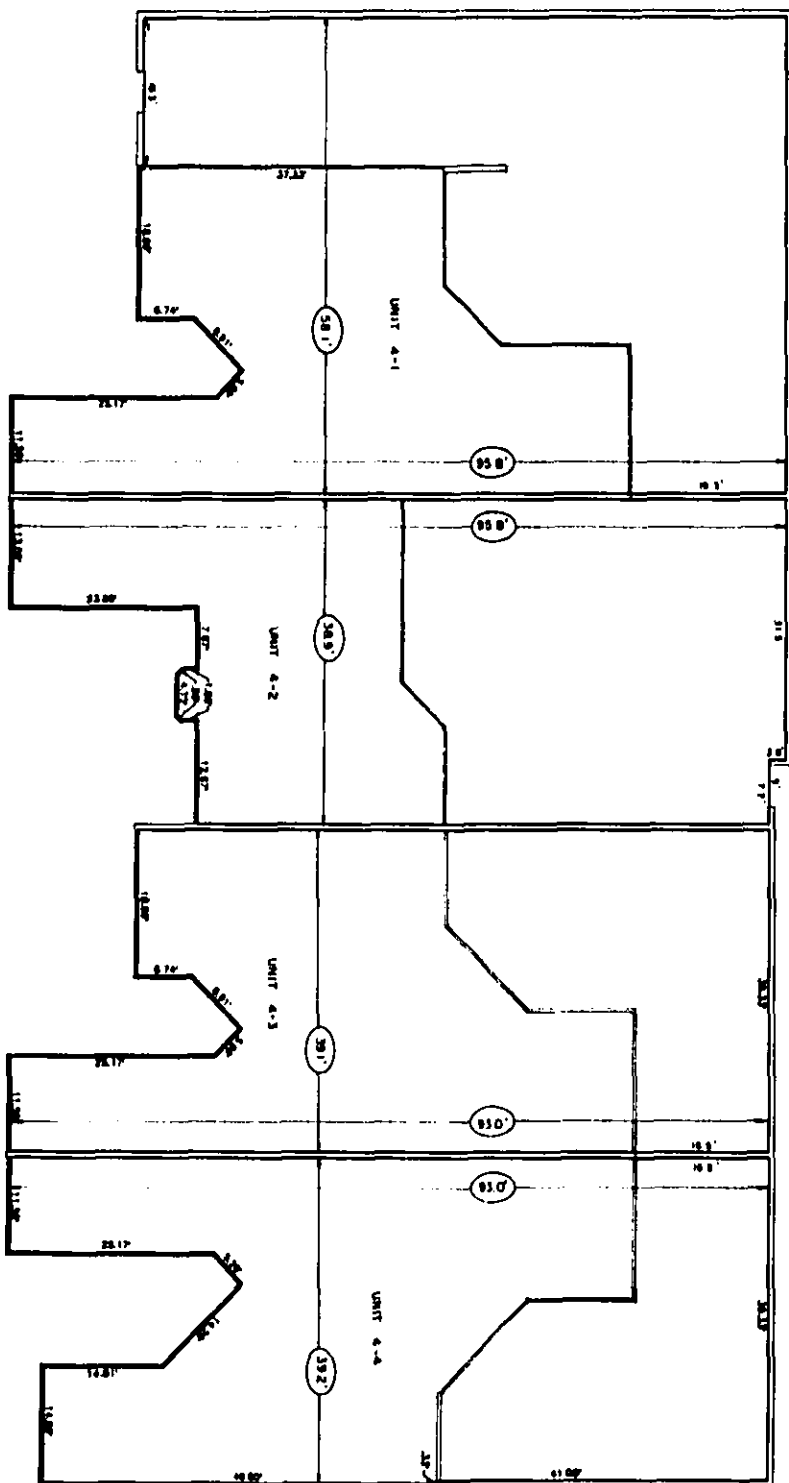
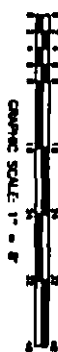
THE GLEN
CONDOMINIUM I
BUILDING NO.3 2nd FLOOR

Darby and Wray, Inc.
Professional
Engineering, Surveying & Planning

4400 N.E. 36 AVENUE SUITE 800 FORT LAUDERDALE, FLORIDA 33304
FORT LAUDERDALE (305) 771-0961 • Ocala (352) 643-9726

SCALE: 1" = 8'	NO.	DATE	BY
DATE: 11-20-85			
DRAWN BY:			
CHECKED BY: DMD			
APPROVED BY:			
DATE:			

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF
THE GLEN CONDOMINIUM I



NOTES:

1. L.C.E. = LIMITED COMMON ELEMENT AND IS DESIGNATED BY CROSS-HATCHING.
2. --- INDICATES PERMETRICAL BOUNDARY OF UNIT.
3. HATCHED AREAS ARE COMMON ELEMENTS.
4. FOR ALL OTHER PORTION REFERENCING PLEASE REFER TO THE DECLARATION OF CONDOMINIUM.
5. THIS DRAWING WAS PREPARED FROM SHEETS A-1, A-2, A-3, A-4, A-5 & A-8 FROM THE PLANS AND CHIEF ARCHITECTS INC., PROJECT NO. 10241, DATED 3-23-84 AND WAS SUPERSEDED BY ACTUAL FIELD SURVEY DATA PREPARED BY SURVEY AND SITE, DATED 11-20-84.
6. ---(O)--- INDICATES AS-BUILT PERMETRICAL BOUNDARY DIMENSIONS SHOWN TO THE NEAREST ONE TENTH (0.1) OF A FOOT.

SHEET 8 OF 9

THE GLEN
CONDOMINIUM I
BUILDING NO. 4

Darby and Wray, Inc.
Professional
Engineering, Surveying & Planning

6100 N.E. AVENUE SUITE 800 FORT LAUDERDALE, FLORIDA 33309
FORT LAUDERDALE (305) 771-0881 • OCEAN BLVD (305) 433-0728

NO.	REVISION	DATE	BY	CHKD.
1	FINAL	9/26/84		

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on December 9, 1985.

The charter number for this corporation is N12443.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of December, 1985.



George Firestone
Secretary of State

WP-104 CER-101

DEF 13028 PAGE 647

ARTICLES OF INCORPORATION

OF

THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC.

FILED
1985 DEC -9 PM 3:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not for profit under the laws of the state of Florida and certify as follows:

As used herein, the following terms shall have the same meanings as those used in the Declaration of Condominium of THE GLEN CONDOMINIUM I: "Declaration," "Declaration of Covenants," "Articles," "By-Laws," "Assessment," "Owner," "Common Elements," "Common Expenses," "Common Surplus," "Developer," "Limited Common Elements," and "Unit."

ARTICLE I - NAME

The name of the corporation shall be THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., which corporation shall hereinafter be referred to as the Association.

ARTICLE II - PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, for the operation of the condominiums and recreational facilities in THE GLEN AT EAGLE TRACE, located in Broward County, Florida.

ARTICLE III - POWERS

The powers of the Association shall include, and shall be limited by, the following provisions:

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

2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act and all of the powers and duties reasonably necessary to operate the Condominiums as set forth in the Declaration of Condominium, the Declaration of Covenants and these Articles, including but not limited to the following:

(a) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominiums and Common Properties.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for condominium and recreational use.

(d) To undertake the maintenance, repair, replacement and operation of the condominium property and common properties.

(e) To purchase insurance upon the condominium property and common properties and insurance for the protection of the Association and its members.

(f) To reconstruct the condominium and common property improvements after casualty and construct further improvements on the condominium and common property, as needed.

(g) To make reasonable rules and regulations respecting the use of the condominium and common property; and to establish reasonable methods to enforce such rules, including but not limited to, the imposition of fines for violations of the rules.

EXHIBIT C

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(h) To approve, or disapprove, the leasing and transfer of ownership of units as may be provided by the Declaration of Condominium and the Bylaws.

(i) To enforce by legal means the provisions of the Condominium Act, the Declarations of Condominium, the Declaration of Covenants, these Articles of Incorporation, the Bylaws of the Association and the rules and regulations for the use of the property in the condominiums and common properties.

(j) To contract for the management and maintenance of the condominiums and common properties and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements and common properties. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(k) To employ personnel necessary to perform the services required for proper operation of the condominiums and common properties.

(l) To determine and charge reasonable fees and refundable security deposits for the use of the recreation rooms by unit owners for social gatherings to which all unit owners are not invited.

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

4. The Association shall make no distribution of income to its members, directors or officers.

5. The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Declaration of Condominium, Declaration of Covenants and the Bylaws.

ARTICLE IV - MEMBERS

1. The members of the Association shall consist of all of the record owners of the units in The Glen at Eagle Trace.

2. Membership in the Association shall be established by the transfer of fee simple title to a unit; the owner or owners designated by an instrument establishing record title thereby become a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

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

4. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the Association. Such person shall be known (and is hereinafter referred to) as the "voting member." The exact manner of exercising voting rights when there are two or more owners of one unit shall be determined by the Bylaws of the Association.

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ARTICLE V - DIRECTORS

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

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

3. Despite any provision to the contrary, the first election of directors by the membership of the Association shall not be held until required by Florida law, or until Developer elects to terminate its control of the condominium, whichever shall first occur.

4. The directors herein named shall serve until the Developer is required to terminate its control of the Association, or until the Developer elects to terminate its control, whichever shall first occur, and any vacancies in their number occurring before the first election shall be filled by the remaining directors, and if there are no remaining directors, by the Developer.

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

<u>NAME</u>	<u>ADDRESS</u>
Edwin P. Dawson	301 East Las Olas Boulevard Fort Lauderdale, Florida 33301
Mavis P. Lamb	301 East Las Olas Boulevard Fort Lauderdale, Florida 33301
M. Edward Hill	301 East Las Olas Boulevard Fort Lauderdale, Florida 33301

ARTICLE VI - OFFICERS

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

President - Edwin P. Dawson
301 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

Vice President - M. Edward Hill
301 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

Secretary/Treasurer - Mavis P. Lamb
301 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

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ARTICLE VII - INDEMNIFICATION

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

ARTICLE VIII - BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded by the members and the Board of Directors in the manner provided by the Bylaws.

ARTICLE IX - AMENDMENTS

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

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

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

(a) Such approval must be by not less than 51% of the entire membership of the Board of Directors, and by not less than 51% of the voting members of the Association; or

(b) By not less than 66-2/3% of the voting members of the Association.

(c) Until the first election of directors, only by 66-2/3% of the entire membership of the Board of Directors.

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

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

ARTICLE X - TERM

The term of the Association shall be the life of the condominiums unless the Association is terminated sooner by unanimous action of its members. The Association shall be dissolved by the termination of all Condominiums in accordance with the provisions of the Declarations of Condominium.

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ARTICLE XI - SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Edwin P. Dawson	301 East Las Olas Boulevard Fort Lauderdale, FL 33301
Navis P. Lamb	301 East Las Olas Boulevard Fort Lauderdale, FL 33301
M. Edward Hill	301 East Las Olas Boulevard Fort Lauderdale, FL 33301

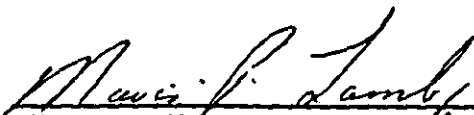
ARTICLE XII - REGISTERED OFFICE/AGENT

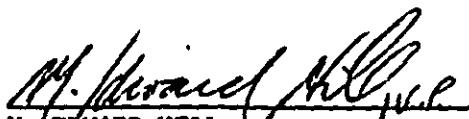
The registered office of the Association shall be 301 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, or at such other place as may be subsequently designated by the Board of Directors.

The name and address of the registered agent of the Association is Edwin P. Dawson, 301 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, or such other person as may be subsequently designated by the Board of Directors.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 6th day of December, 1985.

 (SEAL)
EDWIN P. DAWSON

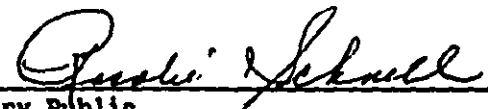
 (SEAL)
NAVIS P. LAMB

 (SEAL)
M. EDWARD HILL

STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EDWIN P. DAWSON, being one of the subscribers of the Articles of Incorporation of THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., being by me first duly sworn, deposes and says that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal, this 6 day of December, 1985.


Notary Public

My commission expires:

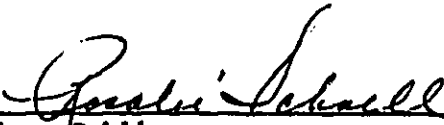
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 11 1986
BONDED THRU GENERAL INS. UNDERWRITERS

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STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, MAVIS P. LAMB, being one of the subscribers of the Articles of Incorporation of THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., being by me first duly sworn, deposes and says that she executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal, this 6th day of December, 1985.



Notary Public

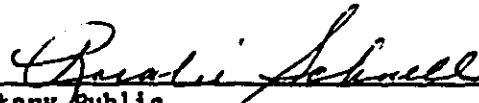
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 13 1986
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, H. EDWARD HILL, being one of the subscribers of the Articles of Incorporation of THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., being by me first duly sworn, deposes and says that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal, this 6th day of December, 1985.



Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 13 1986
BONDED THRU GENERAL INS. UNDERWRITERS

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ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

FILED

1985 DEC -9 PM 3:54

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I hereby accept the appointment as the initial registered

Agent of The Glen at Eagle Trace Condominium Association, Inc., as
made in the foregoing Articles of Incorporation.

December 6, 1985

By: Edwin P. Dawson
Edwin P. Dawson

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B Y L A W S

OF

THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC.
A corporation not for profit
under the laws of the state of Florida

1. Identity. These are the Bylaws of THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., herein called Association, a corporation not for profit existing under the laws of the state of Florida. The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes, herein called the Condominium Act, which condominiums are located within the THE GLEN AT EAGLE TRACE, in Broward County, Florida.

As used herein, the following terms shall have the same meanings as those used in the Declaration of Condominium of THE GLEN CONDOMINIUM I: "Declaration," "Declaration of Covenants," "Articles," "By-Laws," "Assessment," "Owner," "Common Elements," "Common Expenses," "Common Surplus," "Developer," "Limited Common Elements," and "Unit."

.1 The office of the Association shall be at 440 East Sample Road, Suite 100, Pompano Beach, Florida, 33064 or such other place as may be subsequently designated by the Board of Directors.

.2 The fiscal year of the Association shall be the calendar year.

.3 The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation.

2. Members' meetings.

.1 The annual members' meeting shall be held on January 15 of each year at a time and place to be determined by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be posted in a conspicuous place on the condominium property and given in writing to each member at his address as it appears on the books of the Association and shall be mailed and posted not less than 14 days prior to the date of the meeting. Proof of such mailing shall be by retention of the post office certificate of mailing or by an affidavit executed by an officer of the Association affirming that such notices were mailed or hand delivered in accordance with this section. Notice of meeting may be waived before or after meetings.

.4 A quorum at members' meeting shall consist of persons entitled to cast one-third of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-laws.

.5 Voting

(a) There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the Association. Such person shall be known (and is hereinafter referred to) as the "Voting Member."

(b) If a unit is owned by one person his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association and he shall be the voting member with respect to that unit. If a unit is owned by more than one person, or is under lease, the voting member with respect to that unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the voting member with respect to that unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the voting member of a unit may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum.

.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any voting member and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

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

.8 The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business
- (k) Adjournment

.9 Proviso. Provided, however, that until the Developer of the condominium is required by Florida law to terminate its control of the Association or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3. Directors.

.1 Membership. The affairs of the Association shall be managed by a board of not less than three or more than eleven directors, the exact number to be determined at the time of election.

.2 Election of directors shall be conducted in the following manner:

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(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of three members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate at least one person for each Director position to be filled. Other nominations may be made from the floor.

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

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment of a new member by the remaining directors.

(e) Any director may be removed with or without cause by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer of the condominium is required to terminate its control of the Association, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, by appointing new members, and if there are no remaining directors the vacancies shall be filled by the Developer. Any director(s) which the members are entitled to elect prior to the termination of the Developer's control shall be elected in accordance with, and be subject to, the above procedures.

.3 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. No director shall serve more than two consecutive terms unless a majority of the unit owners agrees to waive this provision.

.4 The organization meeting of a newly elected Board of Directors shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph.

.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.7 All meetings of the Board shall be open to all unit owners. Notice of all Board meetings shall be posted conspicuously on the condominium property at least 48 hours in advance except in an emergency. Notice of any meeting at which assessments are to be considered shall contain a statement that assessments shall be considered and the nature of such assessments.

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.8 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

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

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

.11 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such director for the purpose of determining a quorum.

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

.13 The order of business at directors' meetings shall be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

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

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Declaration of Covenants, Articles of Incorporation and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

The Board of Directors shall adopt such rules and regulations relative to the condominium as they shall deem necessary and proper from time to time. The Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control of the Association.

5. Officers.

.1 The executive officers of the corporation shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

.3 The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

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

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

.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation, as amended, shall be supplemented by the following provisions:

.1 Accounts. A separate record of the receipts and expenditures of each condominium governed by the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

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

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

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

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or ad-

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ditional personal property which will be a part of the common elements.

.2 Budget. The Board of Directors shall adopt a separate budget for each condominium it manages for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the above-described accounts and reserves according to good accounting practices. The unit owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget. The meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any condominium in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, upon written application of 10% of the voting members in that condominium to the Board, the Board shall call a special meeting of the unit owners in that condominium within 30 days upon not less than 10 days written notice to each unit owner. At the special meeting unit owners shall consider and enact a budget. The adoption of this budget shall require a vote of not less than a majority vote of all voting members. If such a meeting of the unit owners has been called, and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the condominium property, shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority.

.3 Copies of the budget and proposed assessments for each condominium shall be transmitted to each voting member in that condominium at least 14 days prior to the meeting at which the budget is to be considered. If any budget is subsequently amended, a copy of the amended budget shall be furnished to each voting member in the condominium for which the budget has been amended.

.4 Assessments for Common Expenses. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due and paid in equal quarterly installments on the first day of each quarter of the calendar year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be proratably payable over the remaining quarters of the year in which such amended assessment is made.

.5 Fines. The Association may levy fines against a unit for failure of the occupant, licensee or invitee to comply with the Declaration, Declaration of Covenants, these Bylaws, and/or the Rules and Regulations for the Glen at Eagle Trace. Such fines shall only be imposed after notice and an opportunity for a hearing has been provided.

.6 Assessments for charges. Charges by the Association against unit owners for other than common expense shall be payable in advance. Such charges shall be collected in the same manner as assessments for common expense, and when circumstances permit, such charges shall be added to the assessments for common expense.

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.7 Acceleration of assessment installments upon default.

If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but no less than 10 days after delivery thereof to the unit owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

.8 Assessments for emergencies.

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

.9 The depository of the Association shall be such bank or

banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

.10 A complete financial report of actual receipts and ex-

penditures for each condominium for the previous 12 months shall be furnished to each unit owner in that condominium, by mail or personal delivery, within 60 days of the end of the fiscal year.

.11 Fidelity bonds must be obtained by the Board of Dir-

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

7. Parliamentary rules. Robert's Rules of Order (latest

edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. These Bylaws may be amended in the following

manner:

.1 Notice of the subject matter of a proposed amendment

shall be included in the notice of any meeting at which a proposed amendment is considered.

.2 A resolution adopting a proposed amendment may be pro-

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

(a) Not less than 51% of the entire membership of the Board of Directors and by not less than 51% of the voting members of the Association; or

(b) By not less than 66 2/3% of the voting members of the Association; or

(c) Until the first election of directors, only by 66 2/3% of the entire membership of the Board of Directors.

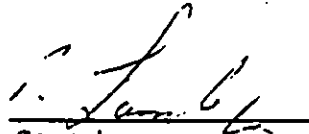
.3 Proviso. Provided, however, that no amendment shall

discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

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each amendment shall
amendment was duly
the officers of the
amendment shall be
amendment are recorded
Condominium is

THE GLEN AT EAGLE
in not for profit
th day of December,


Secretary

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EXHIBIT "E"

Lots One (1) through Seven (7), inclusive, in Block "F" of EAGLE TRACE, according to the Plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida.

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REC

CONSENT OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM

THIS CONSENT, made and entered into this 10 day of December, 1985, by GLENDALE FEDERAL SAVINGS AND LOAN ASSOCIATION ("MORTGAGEE").

WHEREAS, MORTGAGEE is the owner and holder of that certain mortgage dated September 27, 1984, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation and C.M.S. ASSOCIATES, a Florida general partnership, recorded October 3, 1984, in Official Records Book 12038, Page 246, of the Public Records of Broward County, Florida, in the original principal sum of TWO MILLION EIGHT HUNDRED AND EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$2,818,000.00) ("Mortgage"); and

WHEREAS, the Mortgage encumbers the land ("Land") described in Exhibit A attached to the Declaration of Condominium of THE GLEN CONDOMINIUM I,

WHEREAS, MORTGAGEE has agreed to consent to the Declaration.

NOW, THEREFORE, MORTGAGEE agrees as follows:

1. MORTGAGEE does hereby consent to and ratify the recordation of the Declaration amongst the Public Records of Broward County, Florida and the creation thereby of THE GLEN CONDOMINIUM I.

2. MORTGAGEE agrees that the lien of the Mortgage, as the same applies to and encumbers the Land, shall be upon the "Units" and "Common Elements" as those terms are described in the Declaration.

3. Under no circumstances is this Consent to be included or construed as an Exhibit to the aforesaid Declaration, nor shall this Consent constitute the execution of the aforesaid Declaration any such attempt to do so shall render this Consent null and void.

IN WITNESS WHEREOF, MORTGAGEE has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

WITNESSES:

Paul L. Lockup
Paul R. Lockup

GLENDALE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: David J. Lass

Attest: Barbara J. Price



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STATE OF FLORIDA
COUNTY OF BROWARD

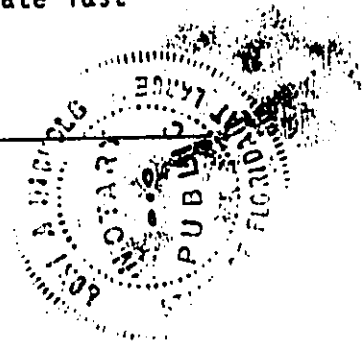
I HEREBY CERTIFY that on this day personally appeared before me,
an officer duly authorized and acting, DAVID L. SASS
and BARBARA S. PRICE, the SR Vice President
and Assistant Secretary, respectively, of GLENDALE FEDERAL
SAVINGS AND LOAN ASSOCIATION, to me known to be the persons who signed
the foregoing instrument as such officers, and severally acknowledged
the execution thereof to be their free act and deed as such officers
for the uses and purposes therein mentioned, and they 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 10 day of December, 1985.

David L. Sass
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 24, 1988
BONDED THRU GENERAL INS. UND.



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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR