

DECLARATION OF CONDOMINIUM
OF
THE ISLAND CLUB

MADE, this August 30, 1963, by THE ISLAND APARTMENT CORPORATION, a Florida corporation, herein called developer, for itself, its successors, grantees and assigns, to its grantees and assignees and their heirs, successors and assigns.

WHEREIN the developer makes the following declarations:

1 Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use.

.1 The land. The lands owned by developer which are hereby submitted to the condominium form of ownership are the following described lands lying in Broward County, Florida:

Lots 12, 13, 14 and 15, Block 2, HERZFELD ADDITION TO LAUDERDALE HARBORS, according to the plat thereof, recorded in Plat Book 35, Page 22, of the Public Records at Broward County, Florida,

which lands are herein called "the land" and upon which developer proposes to construct a multi-family residential community designated as THE ISLAND CLUB, a condominium.

.2 Condominium. Condominium is that form of ownership under which the units of a building intended for independent use are owned by different owners in fee simple, and the parts of the building other than such units, as well as the land, are owned by such owners in undivided shares as tenants in common, which undivided shares are appurtenances to the respective units of the building.

.3 Condominium documents. The documents by which the condominium will be established, and which are referred to in said documents as the condominium documents, are the following

(a) This Declaration of Condominium, herein called declaration, which sets forth the nature of the properly rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of the Declaration.

(b) Articles of Incorporation of THE ISLAND CLUB ASSOCIATION, INC., a corporation not for profit, by which the owners of apartments will administer the condominium.

(c) By-laws of THE ISLAND CLUB ASSOCIATION, INC.

(d) Purchaser's deeds by which developer will convey particular apartments in the condominium to purchasers thereof.

2 Definitions. As used in this declaration and the other condominium documents, unless the context otherwise requires

.1 Apartment means a part of an apartment building capable of any type of independent use, including one or more rooms or enclosed spaces as well as open spaces located on one or more floors (or part or parts thereof), and with a direct exit to a public street or highway or to a common area leading to such street or highway. In the case of an unimproved apartment building site, apartment means the right to construct an apartment upon such site. When used in a conveyance of an apartment, and elsewhere when the context permits, the word "apartment" shall include the appurtenances thereto which are elsewhere described.

.2 Apartment building means a building containing one or more apartments which is located upon the land.

.3 Apartment owner means the person or persons owning an apartment in fee simple, and the owner in fee simple of a parcel of land designated elsewhere herein as an apartment building site.

.4 Apartment number means the number, letter or combination thereof or other designation which is established of record as an identification of an apartment.

.5 Assessment means an apartment owner's prorata share of the common expenses which from time to time is assessed against an apartment owner by the Association in the manner herein provide.

.6 Association means THE ISLAND CLUB ASSOCIATION, INC., and its successors through which all of the apartment owners act as a group in accordance with this declaration and the other condominium documents.

.7 Common areas means portions of land not to be occupied by apartment buildings, and portions of apartment buildings which are occupied or used by more than one apartment owner.

.8 Common elements includes within its meaning the following items:

(1) The land

(2) All parts of an apartment building not included within the apartments.

(3) All improvements not included within an apartment building.

(4) Easements

(5) Installations for the furnishing of utility services to more than one apartment, or to an apartment other than the apartment containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

(6) The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, such as, but not limited to, tanks, pumps, motors, fans, compressors.

(7) The tangible personal property required for the maintenance and operation of the condominium property.

(8) All other portions of the property which are of common use or necessary to the existence, upkeep and safety of the condominium.

.9 Common expenses means and includes:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association.,

(2) Expenses agreed upon as common expenses by the Association

(3) Expenses declared common expenses by provisions of this declaration or other condominium documents.

.10 Condominium property means and includes the land, apartment buildings and the apartments therein, all improvements and structures upon the land, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be submitted to the provisions of this declaration.

.11 Developer means THE ISLAND APARTMENT CORPORATION and every subsequent owner of an unimproved apartment building site.

.12 General common elements means and includes all common elements other than limited common elements, including but not limited to common Parcels A, Band C.

.13 Limited common elements means and includes those common elements which are reserved for use of a certain apartment, or apartments to the exclusion of the other apartments. The limited common elements of an apartment include, but are not limited to, the parcel upon which the building containing the apartment is located, and all parts of such building not included, within the apartment.

.14 Majority or “majority of apartment owners” means, apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes. Reference to other percentages of apartment owners shall mean the stated percentage of such votes.

.15 Parcel means one of the tracts into which the land is divided by the plat which is Exhibit A.

.16 Person means an individual, corporation, trustee or other legal entity capable of holding title to real property.

.17 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.

3 The Condominium. The condominium to which the land is hereby submitted and which shall be known as THE ISLAND CLUB shall be constituted as follows:

.1 Development plan. THE ISLAND CLUB will be developed in the following manner:

(a) Parcels. The land is divided into 6 parcels. Three of said parcels, which are identified by numbers 1 to 3 inclusive, will be parcels upon which buildings will be erected and three parcels, which are identified by letters A to C inclusive, will be designated as common areas. A plat of the land showing these parcels is attached as Exhibit A.

(b) Easements. Easements are reserved for private parking purposes and walkways and for utility services as shown upon the plat which is Exhibit A.

(c) Improvements. The improvements constructed and which are permitted to be constructed upon the land are as follows:

(1) Apartment buildings. The condominium will include 3 apartment buildings which will be designated by the numerical designation of the parcel upon which the building is constructed as such is shown upon the plat which is Exhibit A, the buildings allowed and the maximum number of apartments allowed in each being as follows:

Building 1, five apartments designated as follows:

Apartment Number

1-1

1-2

1-3

1-4

1-5

Building 2, ten apartments designated as follows:

Apartment Number

2-1

2-2

2-3

2-4

2-5

2-6

2-7

2-8

2-9

2-10

Building 3, five apartments designated as follows:

Apartment Number

3-1

3-2

3-3

3-4

3-5

Total number of apartments: 20

Such apartment buildings as are constructed must be substantially in accordance with the plans and specifications therefor prepared by Gamble, Pownall & Gilroy, architects, and identified as Commission No. 62-86 or modifications thereof approved by Roger G. Hinchman while he is president of developer, or according to plans approved by the Board of directors of the Association, which approvals shall not be unreasonably withheld. Copy of said plans and specifications prepared by Gamble, Pownall & Gilroy are attached hereto as composite Exhibit D, said plans including, but not limited to, foundation plans, first floor plans, second floor plans, elevations, sections, typical unit plans, interior elevations, electrical and plumbing plans.

(2) General common element improvements. The condominium will include recreational, parking and boat docking facilities constructed upon Parcels A, B and C as shown upon the plat which is Exhibit A; title to which parcels will be held by the Association, and which will be part of the general common elements. The facilities to be constructed upon the respective parcels are

as follows:

(I) Parcel A - swimming pool, boat docking facilities, shuffleboard and landscaping.

(ii) Parcel B - walkways and landscaping.

(iii) Parcel C - parking and landscaping.

Such, improvements will be constructed by developer substantially in accordance with the plans therefor prepared by Gamble, Pownall & Gilroy, architects, and identified as Commission No. 62-86.

.2 Apartments. The apartments shall be constituted as follows:

(a) Real property. Each apartment, together with all appurtenance thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

(b) Possession. Each apartment owner shall be entitled to the exclusive possession of his apartment.

(c) Boundaries. Each apartment shall include all of the apartment building within the boundaries of the apartment which boundaries shall be determined in the following manner:

(1) Horizontal boundaries. The upper and lower boundaries of the apartment shall be

(I) Upper boundary - the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.

(ii) Lower boundary - the under surface of the floor slab.

(2) Vertical boundaries. The vertical boundaries of the apartment shall be

(I) Exterior boundaries - the exterior of the outside walls of the apartment building except where there is attached to the building a balcony, terrace, court, canopy, stairway or other portion of the building serving only the apartment being bounded, in which event the boundaries shall be such as will include all of such structures.

(ii) Interior boundaries—the center line of boundary walls between apartments.

(d) Appurtenances. The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include but not be limited to

(1) Limited common elements. An undivided share in the limited common elements, including but not limited to the parcel upon which the apartment building is located, and all parts of such building not included within the apartment, such shares, as pertaining to each of the apartments, being as follows:

Parcel 1, Building 1:

Apartment No.1-1, 20%; Apartment No.1-2, 20%; Apartment No.1-3, 20%; Apartment No.1-4, 20%; Apartment No.1-5, 20%.

Parcel 2, Building 2:

Apartment No.2-1, 10%; Apartment No.2-2, 10%; Apartment No.2-3, 10%; Apartment No.2-4, 10%; Apartment No.2-5, 10%, Apartment No.2-6, 10%; Apartment No.2-7, 10%; Apartment No.2-8, 10%; Apartment No.2-9, 10%; Apartment No.2-10, 10%.

Parcel 3, Building 3:

Apartment No.3-1, 20%; Apartment No.3-2, 20%; Apartment No.3-3, 20%; Apartment No.3-4, 20%; Apartment No.3-5, 20%.

(2) General common elements. The right to use in common with the other apartment owners the general common elements; and in the event of the termination of the Association, each apartment owner's interest in the general common elements shall include an undivided 1/20th share thereof, including but not limited to Parcels A, B and C.

(3) Automobile parking, the right to use in common the parking space or spaces available.

(4) Easements, for the benefit of the apartment.

(5) Association membership and interests in funds and assets held by the Association.

(6) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other apartments and the Association.

(e) Easement to air space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(f) Cross easements. The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association:

(1) Ingress and egress. Easements through the common areas for ingress and egress.

(2) Maintenance, repair and replacement. Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

(3) Support. Every portion of an apartment contributing to the support of the apartment building burdened with an easement of support for the benefit of all other apartments and common elements in the building.

(4) Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service to other apartments and the common elements; provided, however, that such easement through an apartment shall be only according to the plans and specifications for the apartment building or as buildings are constructed unless approved in writing by the apartment owner.

(g) Maintenance. The responsibility for the maintenance of an apartment shall be as follows:

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

(I) All portions of the apartment, except interior wall surfaces, contributing to the support of the apartment building, which portions shall include but not be limited the outside walls of the apartment building, interior boundary walls of apartments and load-bearing columns.

(ii) All conduits, ducts, plumbing, wiring and other

facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(iii) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association

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

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

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(iii) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(h) Alteration and improvement. No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining unanimous approval of all owners of other apartments in the same building and the approval of the board of directors of the Association.

.3 Common elements. The ownership and the use of the common elements shall be governed by the following provisions:

(a) Shares of apartment owners. The shares of apartment owners in the common elements as stated in this declaration may be altered only by amendment of the declaration executed by all of the owners of the shares concerned; that is, by all of the owners of a limited common element if the shares in that element are to be altered, and by all of the apartment owners if the shares in the general common elements are to be altered. No such change shall affect the lien of prior recorded mortgages.

(b) Appurtenant to apartments. The shares of an apartment owner in the common elements are appurtenant to the apartment owned by him. None of the appurtenances may be

separated from the apartment to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment whether or not expressly mentioned or described in a conveyance or other instrument describing the Apartment.

(c) Covenant against partition. In order to preserve the condominium the Common elements shall remain undivided and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as any apartment building in useful condition exists upon the land.

(d) Non-exclusive possession. Each apartment owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners.

(e) Maintenance and operation. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association, provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association when approved by its board of directors.

(f) Alteration and improvement. After the construction of an apartment building, there shall be no alteration of such building nor further improvement of the parcel upon which the building is located without prior approval in writing of all of the owners thereof and of the board of directors of the Association. After the completion of the improvements included in the general common elements which are contemplated by this declaration, there shall be no alteration or further improvement of general common elements, including but not limited to Parcels A, Band C, without prior approval in writing of all of the apartment owners, provided, however, that any alteration or improvement of the general common elements bearing the approval in writing of not less than 75% of the apartment owners, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

.4 Assessments. Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

(a) Share of expense.

(1) Limited common expenses. The common expenses attributable to a particular apartment building and to the limited common elements appertaining thereto shall be the liability of the owners of the apartments in such building. Each apartment owner shall be liable for only a proportionate

share of such expense, such share being the same as his undivided share in the limited common elements appurtenant to this apartment and which is stated in this declaration.

(2) General common expenses. The expenses attributable to the general common elements shall be the liability of all of the apartment owners, but each apartment owner shall be liable for only 1/20th of such expense for each apartment owned by him.

(b) Accounts. All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the apartment owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(1) Apartment building expense account for each apartment building to which shall be credited collections of assessments for limited common expenses attributed to the building concerned.

(2) General expense account to which shall be credited collections of assessments for general common expenses.

(c) Assessments for recurring expense. Assessments for recurring expenses for each expense account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unneeded fund balances credited to that account. Assessments for recurring expenses shall be made for the calendar year annually in advance on December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

(1) Apartment building expense. The total of the assessments for recurring expense for a particular apartment building expense account shall not be more than 105% of the assessments for this purpose for the prior year unless approved in writing by all of the owners of the apartment in the building concerned. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by all of such apartment owners, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made.

(2) General expense. The total of the assessments for recurring expense for the general expense account shall be not more than 105% of the

assessments for this purpose for the prior year unless approved in writing by not less than 75% of the apartment owners. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing of not less than 75% of the apartment owners, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. The first assessment shall be determined by the board of directors of the Association.

(d) Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of more than one-half of such apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days notice thereof in such manner as the board of directors of the Association may require.

(e) Assessments for liens. All liens of any nature, including taxes and special assessments levied by governmental authority, which are a lien upon more than one apartment or any portion of the common elements shall be paid by the Association as a common expense and shall be assessed against the apartments as attributed to general common elements or to limited common elements as may be proper.

(f) Assessment roll. The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection at all reasonable times by apartment owners. Such roll call shall indicate for each apartment, and for each unimproved apartment building site, the name and address of the owner or owners, the assessments for all purposes and the amounts paid and unpaid of all assessments. A certificate made by the duly authorized representative of the Association as to the status of an apartment owner's assessment account shall limit the liability of any person for whom made other than the apartment owner.

(g) Liability for assessments. The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale.

(h) Lien for assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon

(1) The apartment, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Public Records of Broward County, but which claim of lien shall not be recorded until the payment is unpaid for not less than 10 days after it is due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

(2) All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

(I) Collection.

(1) Interest; application of payments. Assessments and installments thereon paid on or before 10 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 rate of ten percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the general expense account.

(2) Suit. The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other competent proceeding, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten percent per annum and all costs incident to the collection and the proceeding, including reasonable Attorney fees.

.5 Administration. The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, the holding of title to Parcels A, B and C, the maintenance, repair and operation of the common elements, and the maintenance and repair of all portions of apartments required to be maintained by the Association, shall be the responsibility of the Association and shall be governed by the following provisions:

(a) THE ISLAND CLUB ASSOCIATION, INC. The Association shall be incorporated under the name THE ISLAND CLUB ASSOCIATION, INC., as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation of which a copy is attached as Exhibit B. Any other form of organization for the Association maybe substituted with unanimous approval of the members.

(b) The By-laws of the Association shall be in the form attached as Exhibit C until such are amended in the manner provided by the By-laws.

(c) The duties and powers of the Association shall be those set forth in the condominium documents, together with those reasonably implied to effect the purposes of the Association and condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

(d) Notice for any purpose may be given by the Association to apartment owners and by apartment owners to the Association in the manner provided for notice to members of the Association by the By-laws of the Association.

(e) Limitation of liability. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements of other owners or persons.

(f) Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the apartment owners and for the purposes herein stated.

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

.1 Authority to purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, but all such insurance shall be obtained from an insurance company from which the Association purchased policies covering the same risk, liability or peril, upon the condominium property if the Association has such coverage.

.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance company. Such coverage shall afford protection against

(1) Loss or damage by fire and other hazards covered by a

standard extended coverage endorsement, and

(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 buildings on the land, including but not limited to, vandalism and malicious mischief.

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

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

.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account or to apartment building expense accounts as shall be appropriate.

.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to THE FIRST NATIONAL BANK IN FORT LAUDERDALE, as Trustee, or to any other bank in Florida with trust powers as may be approved by the board of directors of the Association, 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 herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee:

(a) General common elements. Proceeds on account of damage to general common elements, including but not limited to Parcels A, B and C - an undivided 1/20th share for each apartment owner for each apartment owned by him.

(b) Limited common elements. Proceeds on account of limited common elements shall be held in as many undivided shares as there are apartments served by the limited common elements for which the proceeds are paid, the share of each apartment owner being the same as his share in said limited common elements.

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

(1) Partial destruction when the building is to be restored for the owners of damaged apartments in proportion to the cost of repairing the damage

suffered by each apartment owner.

(2) Total destruction of the building or when the building is not to be restored for owners of all apartments in the building, each owner's share being in proportion to his share in the limited common elements appurtenant to his apartment.

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

.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 provisions made therefor.

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

(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 apartment owners and their mortgagees, being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and any be enforced by him.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares or the distribution.

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

5 Reconstruction or repair after casualty.

.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) General Common element. If the damaged improvement is a general common element, the damaged property shall be reconstructed or repaired, unless, it is determined in the manner elsewhere provided, that the condominium shall be terminated.

(b) Apartment building.

(1) Partial destruction. If the damaged improvement is part of an apartment building or a limited common element, the damaged property shall be reconstructed or repaired if any apartment in the damaged building is tenantable.

(2) Total destruction. If an apartment building is so damaged that no apartment therein is tenantable, the building shall not be reconstructed unless the owners of one-half of the number of apartments in the destroyed building shall so agree in writing within sixty days after the casualty.

(3) Plan and specifications. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original building prepared by Gamble, Pownall and Gilroy, architects, and identified as Commission No. 62-86, or modifications thereof approved by Roger G. Hinchman while he is president of developer, or according to plans approved by the board of directors of the Association, which approvals shall not unreasonably withheld.

(c) The condominium. Provided, however, that if 75% of the number of apartments in each apartment building which has been constructed are not tenantable, then the damaged property will not be reconstructed or repaired unless within 60 days after the casualty the owners of 75% of the apartments which shall have been constructed upon the land agree in writing to such reconstruction or repair. For this purpose, the owner of an apartment building site upon which no apartment building has been constructed nor started, shall not be considered as an apartment owner.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired. In applying the percentage of apartments whose owners must join in an agreement to reconstruct, if the result includes a fraction of an apartment, such fraction shall be construed to mean a whole apartment.

.2 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the

responsibility of reconstruction and repair after casualty shall be that of the Association.

.3 Estimate of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty, or, in case of an apartment building, in some other condition if such is required by agreement of the owners of all apartments therein and such is approved by the board of directors of the Association.

.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to general common elements, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to general common elements, in sufficient amounts to provide funds for the payment of such costs.

.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 apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the amount of the estimated costs of reconstruction and repair of a particular building or other improvement exceeds the total of the annual assessments for recurring expense made on account of such property during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse 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 apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in the following manner:

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

(2) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair of a particular building or other improvement

which is the responsibility of the Association is less than the total of the annual assessments for recurring expense made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - major damage. If the amount of the estimated costs of reconstruction and repair of a particular building or other improvement which is the responsibility of the Association is more than the total of the annual assessments for recurring expense made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and 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 apartment owners who are the beneficial owners of the fund.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not 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 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 herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

6 Taxes and special assessments.

.1 Anticipated assessments. It is anticipated that taxes and special assessments upon the condominium property will be assessed by the taxing authorities as follows:

(b) Upon Parcels A, B and C - to the Association.

.2 When assessed otherwise. Any taxes and special assessments upon the condominium property which are not so assessed shall be included in the budget of the Association as recurring expenses and shall be paid by the Association as a common expense. Taxes and special assessments upon apartment buildings and apartment building sites shall be assessed to apartment owners as limited common expenses, and taxes and special assessments upon Parcels A, B and C shall be assessed to apartment owners as general common expenses.

.3 Return for taxation. The Association shall make a return of all apartments for taxation in the names of the respective owners. Such return shall show each apartment owner's share in the apartment building in which his apartment is located as being the share which the apartment owner owns in the limited common element which are appurtenant to the apartments in that building.

7 Use restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

.1 Single family residences. The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

.2 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.

.3 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.

.4 Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family and is for not less than one month and no more than ten months out of any

consecutive 12 months. No rooms may be rented and no transient tenants accommodated.

.5 Unimproved apartment building sites. Unimproved apartment building sites for which improvement is not imminent and which adjoin an improved apartment building site shall be attractively, although simply, landscaped with at least grass and shall be appropriately maintained.

.6 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

8 Conveyances. In order to assure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner other than the developer shall be subject to the following provisions so long as any apartment building in useful condition exists upon the land:

.1 Sale or lease. No apartment owner may dispose of an apartment or any interest therein by sale nor by lease for a term of more than ten months out of any consecutive 12 months without approval of the Association except to an apartment owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment. The approval of the Association shall be obtained in the manner hereinafter provided.

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease for a term of over ten months of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require, and the terms of the proposed transaction.

(b) Election of Association. Within 30 days after receipt of such notice the Association must either approve the transaction or furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than 30 days subsequent to the date of approval within which to close the transaction and except that the approval of a corporation may be conditioned as elsewhere. The approval of the Association shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Broward County.

.2 Mortgage. No apartment owner may mortgage his apartment nor any interest therein

without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.3 Liens.

(a) Protection of property. All liens against an apartment other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.

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

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

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

.4 Judicial sales. No judicial sale of an apartment nor any interest therein shall be valid unless

(a) Approval of Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) Public sale. The sale is a public sale with open bidding.

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

9 Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

.1 Legal proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be ground for relief, which relief may

include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

.2 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

.3 Costs and attorneys' fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

.4 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

10 Amendment. Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

.1 Declaration of condominium. Amendments to the declaration shall be proposed and adopted in the following manner:

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

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the apartment owners meeting as members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by all of the directors and by not less than 75% of the members of the Association.

(c) Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

.2 Association charter and by-laws. The Articles of Incorporation and the by-laws of the Association shall be amended in the manner provided by such documents.

.3 Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent.

11 Termination. The condominium shall be terminated in the following manner:

.1 The termination of the condominium may be effected by unanimous agreement of the apartment owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

.2 Destruction. In the event it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated and the condominium documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

.3 Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property as tenants in Common in undivided share, and their respective mortgagees and lienees shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be determined as follows:

(a) Valuation. The Association shall determine the amount of insurance proceeds available for distribution, if any, and shall secure a detailed and reliable appraisal of the condominium property. Such proceeds and values shall be shown separately as follows:

(1) Insurance Proceeds.

A. Amount of proceeds of insurance available for distribution in compensation for damages inflicted by casualty upon the general common elements, including but not limited to Parcels A, B and C.

B. Amount of proceeds of insurance available for distribution for the damages inflicted by casualty upon the improvements

of each apartment building site.

(2) Appraised values.

A. General common elements, including but not limited to Parcels A, B and C and the improvements remaining thereon.

B. Each apartment building site and the improvements remaining thereon.

(b) Credits. Each apartment owner will be credited with the following sums for each apartment owned by him:

(1) General common elements. 1/20th of the total of the appraised values and insurance proceeds of the general common elements, including but not limited to the values and proceeds for Parcels A, B and C.

(2) Apartment building and limited common elements. The value of the apartment building site concerned add of the improvements remaining thereon shall be added to said insurance proceeds for such site, if any. Such sum shall be credited to apartment owners in shares in proportion to the shares of the owners in the limited common elements.

(c) Percentage shares. The total of said credits to each apartment owner shall be reduced by the amount of insurance proceeds to be distributed to him on account of casualty. Each apartment owner's undivided share in the condominium property, including but not limited to all of land and the improvements thereon, shall be that percentage share which such reduced credit bears to the total appraised value of the condominium property.

12 Covenants running with the land. All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to, every apartment and the appurtenances thereto; and every apartment owner and claimant of the land or of any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

13 Apartment transfers. Any transfer of an apartment shall include all appurtenances thereto whether or not specifically described, including but not limited to the apartment owner's share in the general common elements, limited common elements, automobile parking spaces, easements,

Association membership and interests in funds and assets held by the Association. A deed shall be sufficient if substantially in the form which is attached hereto as Exhibit E.

14 Severability. The invalidity of any covenant, restriction or other provision of the condominium documents 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.

Signed, sealed and delivered in the presence of:

By:
Roger G. Hinchman, President

Attest:
Blanche Fey Sedam, Secretary
THE ISLAND APARTMENT CORPORATION

STATE OF FLORIDA)
 : SS.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared ROGER G. HINCHMAN and BLANCHE FEY SEDAM, as President and Secretary respectively of THE ISLAND APARTMENT CORPORATION, and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Fort Lauderdale, State and County aforesaid, this 30th day of August, 1966