

83-010931

DECLARATION OF CONDOMINIUM

COBBLE EAST CONDOMINIUM

I.

SUBMISSION STATEMENT

R.K.G. 47 NORTH, INC., a Florida corporation, the Developer of COBBLE EAST CONDOMINIUM and the owner and holder of the fee simple title in and to the real property hereinafter described in Article III entitled "LAND", hereby submits the same to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, upon terms and conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

II.

NAME

The name by which this Condominium is to be known and identified is

COBBLE EAST CONDOMINIUM

III.

LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium Ownership is:

That portion of Parcel A, JTL - MAF PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Parcel A; thence South (on an assumed bearing) along the West line of said Parcel A for 132.59 feet to the Point of Beginning; thence East for 119.00 feet; thence North for 22.97 feet; thence East for 78.68 feet; thence S 0°00'22" W for 208.81 feet; thence West for 78.66 feet; thence South for 42.00 feet; thence West for 29.84 feet; thence South for 24.00 feet; thence West for 89.16 feet to the Southwest corner of said Parcel A; thence North along said West line for 252.85 feet to the Point of Beginning.

IV.

IDENTIFICATION OF UNITS

The Condominium Property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the Condominium Property shall include as common elements and/or to be treated as common elements any interest in real property acquired in accordance with Article XXIV entitled "RECREATIONAL FACILITIES" herein contained. The Condominium Property shall also include such additions to the real property described in Article III herein which, in accordance with the terms of this Declaration, may hereafter be added from and after the time that such additional properties are declared a part of this Condominium. Such additional properties are described as "Phase II", "Phase III" and "Phase IV" on Exhibit #1 to this Declaration. The real property submitted herewith to Condominium Ownership represents "Phase I" of this Condominium.

This instrument prepared by:
ROBERT I. SHAPIRO, ESQ.
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SUITE 1050, 444 BRICKELL AVENUE
MIAMI, FLORIDA 33131

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At the time of the recording of this Declaration, the Developer is not obligated to make Phases II, III and/or IV a part of this Condominium.

PHASE I: Phase I consists of two (2) two-story buildings to be known as Buildings A and B. Building A contains a total of six (6) two-story townhouse apartment units and Building B contains a total of four (4) two-story townhouse apartment units. The townhouse units, each of which is declared to be a condominium unit and subject to private ownership, are identified one from the other by a single or double digit number from 1 through 10; accordingly, the townhouses in Phase I will be identified as Townhouse 1 in Building A proceeding clockwise through Townhouse 10 in Building B.

PHASE II: Developer has not obligated itself to construct precisely the improvements which would be permitted to be Phase II nor has Developer obligated itself, whether or not it improves the Phase II property, to make Phase II a part of this Condominium. The Phase II improvements which may become a part of this Condominium would be two two-story buildings identified as Building H and Building I. Building H and Building I will each contain a total of six (6) two-story townhouse units, which units will be similar in size and mix to those contained in Phase I and the identification of the townhouses will be in accordance with the numbering system abovescribed for Phase I; i.e., Townhouse 36 in Building H proceeding clockwise through Townhouse 47 in Building I.

The Developer's authority to complete Phase II and declare it a part of this Condominium shall expire on December 31, 1984; however, nothing in this Article IV shall prohibit the improvements constituting Phase II from being merged into this Condominium thereafter with the consent of the Condominium Association and/or its membership in the manner permitted by Law. Nothing in this Article IV shall be construed to require the property described as Phase II nor any part of it, whether or not improved, to become a part of this Condominium by act of the Developer or otherwise.

PHASE III: Developer has not obligated itself to construct precisely the improvements which would be permitted to be Phase III nor has Developer obligated itself, whether or not it improves the Phase III property, to make Phase III a part of this Condominium. The Phase III improvements which may become a part of this Condominium would be two two-story buildings identified as Building F and Building G. Buildings F and G will each contain a total of six (6) two-story townhouse apartment units. The size and mix of the residences will be similar to those contained in Phase I and the identification of the residences will be in accordance with the numbering system abovescribed for Phase I; i.e., Townhouse 24 in Building F proceeding clockwise through Townhouse 35 in Building G.

The Developer's authority to complete Phase III and declare it a part of this Condominium shall expire on December 31, 1985; however, nothing in this Article IV shall prohibit the improvements constituting Phase III from being merged into this Condominium thereafter with the consent of the Condominium Association and/or its membership in the manner permitted by Law. Nothing in this Article IV shall be construed to require the property described as Phase III nor any part of it, whether or not improved, to become a part of this Condominium by act of the Developer or otherwise.

PHASE IV: Developer has not obligated itself to construct precisely the improvements which would be permitted to be Phase IV nor has Developer obligated itself, whether or not it improves the Phase IV property, to make Phase IV a part of this Condominium. The Phase IV improvements which may become a part of this Condominium would be three two-story buildings, Building C, Building D and Building E. Building C will contain a total of six (6) two-story townhouse apartment units; Building D will contain a total of four (4) two-story townhouse apartment units; and Building E will contain a total of three (3) two-story townhouse apartment units. The size and mix of the residences will be similar to those contained in Phase I and the identification of the residences will be in accordance with the numbering system abovescribed for Phase I; i.e., Townhouse 11 in Building C proceeding clockwise through Townhouse 23 in Building E.

The Developer's authority to complete Phase IV and declare it a part of this Condominium shall expire on December 31, 1986; however, nothing in this Article IV shall prohibit the improvements constituting Phase IV from being merged into this Condominium thereafter with the consent of the Condominium Association and/or its membership in the manner permitted by Law. Nothing in this Article IV shall be construed to require the property described as Phase IV nor any part of it, whether or not improved, to become a part of this Condominium by act of the Developer or otherwise.

This Article IV may not be amended without the written consent of the Developer at any time prior to December 31, 1986.

The Developer reserves the right to add some or all of the Phases to this Condominium and shall have the absolute discretion to determine the order in which the Phases which are added are actually added. Although the legal description, building footprint and essential size of the units in Phases II, III and IV and described in Exhibit #1, the Developer reserves the right to make such minor modifications as to legal descriptions as shall be necessary to conform to the actual site of a Phase as completed and surveyed upon completion. Developer also reserves the right to move within the Phase the various buildings, to make minor modifications to the footprints of a building and its facings and to modify the units to the extent permitted by Law and contract.

The balconies, terraces or porches abutting each apartment unit are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Maintenance and upkeep of each balcony, terrace or porch shall be the exclusive responsibility of the owner or owners of the unit to which that balcony, terrace or porch is appurtenant. The areas, rooms and spaces which are not within the boundaries of the condominium apartment unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

All parking facilities for apartment owners are located in parking areas adjacent to or proximate to the Building and shall be assigned in accordance with the provisions hereafter contained in this Declaration of Condominium.

A. Each numbered unit (apartment) shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit (apartment) constitute part of the common elements up to the unpainted finished surface of said walls.

B. The boundary lines of each apartment terrace, balcony or porch are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the porch, terrace or balcony or, if said terrace, balcony or porch is enclosed, the exterior unfinished surface of the perimeter wall or screened enclosure and the interior unpainted finished surfaces of the floor and ceiling of said porch, terrace or balcony.

C. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to that unit and the interest of each unit in any limited common elements appurtenant to that unit such as a parking space.

D. The storage spaces abutting each townhouse unit are part of the unit which they abut. The maintenance, upkeep and repair of such storage spaces shall be the exclusive responsibility of the owner or owners of the townhouse of which such storage spaces are a part.

V.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the residences, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to this Declaration. Said Exhibit #1 has been certified to and in the manner required by Section 718.104(4)(e), Florida Statutes, The Condominium Act, as to Phase I. When and if the additional Phases II, III and/or IV are submitted to Condominium ownership and made a part of this Condominium in the manner herein provided, Exhibit #1 shall be supplemented and amended to reflect the improvements in the Phase being added and such supplement and amendment to Exhibit #1 shall be certified to and in the manner required by Florida Statute and such certification shall appear and be part of the instrument or instruments declaring the appropriate Phase a part of this Condominium. While the real property to become Phases II, III and IV is reflected on Exhibit #1 as originally attached to this Declaration and recorded among the Public Records, those Phases are not and shall not be a part of this Condominium unless and until so added to this Condominium by appropriate amendments to this Declaration under the provisions of Paragraph E of Article X herein, or in a manner otherwise permitted by law.

B. Limited common elements shall include the balconies, terraces or porches and the parking spaces which are located in parking areas abutting or proximate to the townhouse building containing the townhouse units to which the parking spaces are appurtenant. Each condominium unit will be assigned one (1) parking space for its exclusive use, the assignment of which will be made in accordance with the provisions of this Declaration of Condominium hereinafter contained. Any parking spaces not assigned as limited common elements shall be deemed common elements, the use of which shall be determined by the Developer or the Condominium Association. The assignment of parking spaces need not be made a matter of public record.

VI.

UNDIVIDED SHARES IN THE COMMON ELEMENTS
AND SHARE IN THE COMMON EXPENSES AND COMMON
SURPLUS APPURTENANT TO EACH RESIDENCE

A. Each unit in Phase I shall have as an appurtenance thereto an undivided share in the common elements as set forth in contained in Exhibit #2 attached hereto and made a part hereof, until such time as subsequent Phases shall be submitted to Condominium ownership and made a part of this Condominium. Upon Phase II and/or Phase III and/or Phase IV being submitted to Condominium ownership and becoming part of this Condominium as hereinbefore and hereinafter provided, each unit then part of the Condominium shall have as an appurtenance thereto an undivided share in the common elements as set forth in the applicable schedule contained in Exhibit #2 attached hereto and made a part hereof.

B. The common expenses shall be borne by the condominium townhouse owners and the said owners shall share in the common surplus in the proportions set forth in Exhibit #2 attached hereto and made a part hereof, whichever is applicable from time to time in accordance with Paragraph A above.

VII.

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is COBBLE EAST CONDOMINIUM ASSOCIATION, INC. a Florida corporation, not-for-profit. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association, the Association or the Corporation. A copy of the Articles of Incorporation of the Association are appended hereto as Exhibit #4. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article X of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles shall, however, change any condominium parcel nor the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

VIII.

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association which are annexed hereto as Exhibit #5 and made a part hereof. The By-Laws may be amended in the same manner and with the same vote as required for amendments to this Declaration.

IX.

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium townhouse unit, whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VII hereinabove and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and by the lawful amendments thereto, and by the provisions and requirements of The Condominium Act. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the townhouse, whether voluntary or involuntary.

The owner of every condominium townhouse shall accept ownership of said townhouse subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each condominium townhouse owner is entitled to one (1) vote in the Condominium Association for each townhouse unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Articles of Incorporation and the By-Laws of the Association (Exhibits #4 and #3 respectively). Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws (such as "2/3 of the unit owners" or "a majority of the members"), unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

X.

AMENDMENT TO DECLARATION

A. Except as elsewhere provided herein, and in addition to other amendatory provisions herein, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of 2/3 of the total number of votes to which all unit owners shall be entitled. Such amendment shall be duly recorded in compliance with the requirements of The Condominium Act. Amendments hereunder may change the proportion or percentage by which the owner of a parcel shares the common expenses, owns the common surplus and owns the common elements, and may materially alter or modify the appurtenances to a unit; however, no amendment shall change any condominium parcel or the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, nor other appurtenances of the parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel shall join in the execution of such amendments or execute a consent thereto.

B. The provisions of Paragraph A above notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provisions of Paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or ownership of common surplus falls to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scriveners' error a unit has not been designated an appropriate undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by Law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other Documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting of unit owners (members of the Association) called at least in part for the purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expenses or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

D. The provisions of Paragraphs A and B above to the contrary notwithstanding, no amendment, modification or change shall be made in any of the provisions of Article XXI entitled "PROVISIONS FOR CASUALTY INSURANCE, PAYMENTS OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE" of this Declaration of Condominium, without the approval in writing of mortgagees owning and holding a majority in number of Institutional first mortgages encumbering units in this Condominium and of the single mortgagee owning and holding the largest number of such Institutional first mortgages.

E. The provisions of Paragraphs A and B of this Article X to the contrary notwithstanding, the Developer reserves the right and shall have the right and power to amend this Declaration of Condominium for the purpose of constituting the property described on Exhibit #1 hereto as "Phase II", and/or "Phase III" and/or "Phase IV" subject to the Condominium form of ownership and for the purpose of having said property become a part of this Condominium. At any time after the improvements to the said Phases shall have been substantially completed, substantially in conformity with the provisions of this Declaration and of the Exhibits hereto which describe such improvements, the Developer may, by an instrument executed with the formality required for declarations of condominiums, establish and create an amendment to this Declaration setting forth Developer's intention to cause each of said Phases II, III and/or IV to be submitted to Condominium ownership and declaring said Phases a part of this Condominium. Said amendment shall have attached thereto or included therein a certificate by an architect or engineer, conforming to the requirements of §718.104(4)(e), Florida Statutes, The Condominium Act, with respect to the applicable Phase in Exhibit #1. Furthermore, should there be any changes required in this Declaration with respect to any such Phase and the improvements thereon as actually constructed, such changes shall be reflected in said amendment. Once a Phase shall have been declared a part of this Condominium and submitted to Condominium form of ownership in accordance with this Paragraph, this Declaration shall be deemed amended to include Phase I and the subsequently added Phase or Phases to the same extent and effect as if Phase I and the additional Phase or Phases had been completed in construction and declared a Condominium at the time of the initial execution and filing of this Declaration, subject nevertheless to the modifications and amendments set forth in the amendatory document or documents declaring the subsequent Phase or Phases a part of this Condominium and submitting it or them to the Condominium form of ownership, except that no units in a Phase shall be assessed retroactively but assessments shall commence only from and after the recording of the Amendment adding the Phase except to the extent a later date may be lawfully provided. The power and rights reserved herein to the Developer may be exercised by the Developer without joinder or consent of any unit owner in Phase I or any other person or persons except the holder of mortgages encumbering Phases II and/or III and/or IV and the owner of the fee simple title to each of those Phases, if the owner is other than the Developer. The power and authority reserved to and granted to the Developer in Article IV and in this Paragraph to amend the Declaration of Condominium for the purposes herein expressed shall be liberally construed to allow the Developer to correct and adjust any deviations or errors in the configuration of units, in the placement of buildings and in the size or location of buildings and units in Phases II, III and IV and to otherwise cause the amended Declaration of Condominium to accurately reflect all Phases as actually constructed and produced. This liberality is granted and reserved for reason that at the time of the execution and recording of this Declaration it is anticipated that the additional Phases and improvements will not be sufficiently planned to fix all the dimensions, locations and sizes of the units, buildings and other facilities in those additional Phases. The amendment(s) mentioned herein shall be effective from and after its (their) recording. Nothing in this Article nor elsewhere in this Declaration shall be deemed or construed to require the Developer to construct Phase II and/or Phase III and/or Phase IV or to create any or all of those Phases a part of this Condominium, whether or not constructed or otherwise improved. The construction of improvements and addition of Phases II, III and/or IV (if improved) to this Condominium is totally discretionary with and at the option of Developer. If Developer elects not to make any or all of those Phases a part of this Condominium, Developer may improve the property of any or all of those Phases II, III and/or IV in any manner conforming to applicable zoning and building codes, rules and regulations and the limitations in this Declaration on such construction and improvements including but not limited to the size and location of buildings and units and the numbers thereof, shall not apply nor control. This Paragraph shall not be amended without the written consent of the Developer.

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XI.

PURPOSE AND USE RESTRICTIONS

Condominium townhouse units shall be used and occupied by the respective owners thereof as single-family residences for themselves, their families and social guests and for no other purpose except where specific exceptions are made in this Declaration.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the condominium units, the use of the Condominium Property shall be restricted in accordance with the following provisions:

- A. The townhouses shall be used as single-family dwellings only.
- B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the townhouse owners, and subject to such regulation, rules and By-Laws as may, in the opinion of the Association, achieve the maximum beneficial use thereof.
- C. There are no restrictions against occupancy by children; however, the Developer reserves to itself and to the Condominium Association the right to make such rules and restrictions as it (they) shall deem necessary with regard to the use of the common elements and particularly the recreation facilities by persons under the age of 16-years.
- D. No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the Condominium Property by residents.
- E. No unit owner shall permit nor suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium Property.
- F. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor of any condominium unit or any part thereof.
- G. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his condominium parcel or any part of the Condominium Property.
- H. Pets which may be kept in the apartment units or upon the Condominium Property shall be limited to no more than two domestic pets, such as cats and dogs, weighing no more than thirty (30) pounds each. Prohibitions and limitations on pets are more particularly described in Paragraph J of Article XXX of this Declaration.
- I. The balconies, terraces and porches which are appurtenant to the townhouse units may not be enclosed in any manner without the approval of the Condominium Association.
- J. The Condominium Association may have the right to prohibit the parking of recreation vehicles, boat trailers and/or commercial vehicles in the parking areas, or to restrict the parking of such vehicles to specific locations, providing that such rules and regulations shall not be discriminatory.
- K. With approval of the Developer and/or the Condominium Association, the courtyard areas appurtenant to the rear of each of the townhouses may be individually enclosed in accordance with the provisions of Paragraph M of Article XXX of this Declaration of Condominium.
- L. Additional reasonable rules and regulations concerning use of the Condominium Property and especially the common elements and limited common elements may be promulgated by the Condominium Association. Copies of all regulations shall be furnished to all unit owners.

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XII.

CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the townhouses and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of townhouses shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

A. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

B. A unit owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the townhouse owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer, conveyance or lease of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the documents of conveyance. No lease shall be approved or permitted which is for a period of less than ninety (90) days.

D. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article XII shall apply to original and all successive sales, leases, transfers and assignments.

F. No townhouse shall be sold or leased, nor shall approval be given for the same, until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed purchaser or lessee can qualify as to the use restrictions.

G. If a townhouse owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association and the provisions of The Condominium Act.

I. Should any condominium townhouse at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said townhouse, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above, provided however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Condominium townhouse of the share of the common elements and limited common or other appurtenances of said townhouse. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraph C through F above shall again be fully effective with regard to subsequent sales or conveyances of said townhouse.

J. In all cases where consent and/or approval of the Condominium Association is required, such consent and approval shall not be unreasonably withheld.

XIII.

RIGHTS OF HEIRS AND DEVISEES OF DECEASED TOWNHOUSE OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the townhouse owner, the provisions of ARTICLE XII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons' taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved, which approval shall not be unreasonably withheld. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

C. Nothing in this ARTICLE XIII shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the townhouse owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIV.

ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance, including flood insurance, on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements to individual units deemed necessary to protect the common elements and if properly chargeable to the individual condominium parcel concerned may nevertheless thereafter to charged to such individual parcel owner concerned), charges for utility and water used in common for the benefit of the Condominium, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities permitted in ARTICLE XXIV hereof.

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C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by townhouse owners in the portions or shares set forth in ARTICLE VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the townhouse owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the maximum lawful rate.

F. In the event that assessments levied against any townhouse owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments may be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent townhouse owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

XV.

LIEN OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the unit owner of each condominium unit as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act.

XVI.

PROVISIONS RE TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including common elements, limited common elements and the condominium units. In such case, the tax will be apportioned against each parcel according to the schedule of ownership of common elements contained in Exhibit No. 2 hereto and otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel it shall be treated as a common expense in accordance with the provisions of this Article XVI.

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XVII.

MAINTENANCE AND REPAIRS

A. The owner of each condominium townhouse unit at his own expense shall see to and be responsible for the maintenance of his townhouse and all equipment and fixtures therein, including but not limited to all air-conditioning equipment (including compressors for his townhouse located within a townhouse or on the common elements) and plumbing fixtures, and must promptly correct any condition which would, if left uncorrected, cause any damage to another townhouse, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each townhouse shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the townhouse, and such owner shall at his own expense maintain and replace when necessary all screening within his townhouse and within the perimeter walls of his townhouse and its attached balconies, porches and terraces, if any, and, except as otherwise provided in Paragraph A of Article XXIX hereof, all window glass and plate glass in windows and plate glass in the perimeter walls of the townhouse and its attached balconies, porches and terraces. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require of the various unit owners established levels of maintenance and upkeep with respect to their balconies, porches and terraces and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of those areas. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, including the replacement and/or repair of screening, whether or not falling within a unit or limited common element, as part of any overall program of maintenance and repair. Townhouse owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own townhouses from and including the fuse box applicable and servicing the townhouse inward; that is to say, in respect of all distributor lines servicing only the townhouse and outlets within the townhouse. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual townhouse fuse boxes (circuit breaker boxes).

The maintenance and upkeep of the grounds and landscaped areas of the Condominium Property shall be the responsibility of the Condominium Association. All of the foregoing notwithstanding, the unit owner is responsible for cleanliness and daily upkeep of all areas constituting his unit and the limited common elements appurtenant thereto and shall likewise be responsible for the repair and the cost of repair and replacement of damaged portions of the Condominium Property maintained by the Condominium Association which damage was caused intentionally or by negligence or abuse thereof by the unit owner.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Condominium Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.

XVIII.

ALTERATION OF TOWNHOUSES

A. No owner of a condominium townhouse shall make or cause to be made any structural modifications or alterations in his townhouse, or in the water, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No townhouse owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air-conditioning units which may protrude through the walls or roof of the building, install hanging plants or lights in balconies or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the townhouse, without consent of the Condominium Association. No townhouse owner nor any other person shall install upon the roof or exterior of the Townhouse Buildings nor upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

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B. Provisions of Paragraph A to the contrary notwithstanding, with the permission of the Condominium Association or of the Developer, abutting condominium townhouses may be physically combined into a single dwelling, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate townhouses. townhouses which have been or are combined to form one dwelling may be severed into their component parts (separate townhouses) at any time the owner of the combined townhouses so desires. Any construction or modification of the interior of such townhouses as may be required to effectuate the severance of the combined townhouses into separate townhouses shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined townhouses shall in any and all events be accomplished at the sole expense of the townhouse owner or owners of the combined townhouses and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load bearing element. Furthermore, nothing herein shall be deemed to require the Condominium Association or the Developer to approve any modification which will alter the exterior appearance of the Townhouse Building in which the combined townhouses being severed into its component parts is located or in which the separate townhouses being combined are located.

C. Any alteration in townhouses owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph C may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

XIX.

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

1. A special meeting of all of the townhouse owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days notice.
2. A vote of two-thirds (2/3) of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.
3. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each townhouse owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his townhouse, as such shares are set forth in Exhibit No. 2 to this Declaration.
4. The foregoing notwithstanding, no such improvements, alterations or additions may be made within the Condominium or upon the Condominium Property without the approval in writing by Developer so long as Developer shall own at least one unit in the Condominium, nor shall any such improvement, alteration or addition be made thereafter without the consent of the Condominium Association.

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XX.

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The liability insurance required in this Article shall be in minimum coverage amounts of not less than \$1,000,000.00 per person per incident, \$1,000,000.00 in the aggregate to all persons per incident and \$100,000.00 property damage. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each apartment owner as an assessment in accordance with the percentages set forth in Exhibit #2 to this Declaration. Each individual townhouse owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own townhouse. In accordance with the provisions of The Condominium Act, the liability of a townhouse owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of a townhouse shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

A townhouse owner shall be liable for injuries or damages resulting from an accident in his own townhouse to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of townhouse owners with respect to the common elements and limited common elements, but also the liability of individual apartment owners with respect to the interior of their townhouse, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the townhouse owner against all liabilities for damage to persons and property whether occurring within or without a townhouse, and the premium therefor shall be a common expense. If it shall appear that condominium townhouse owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all townhouse owners, then the Association may require the individual townhouse owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

XXI.

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all townhouses contained therein. The insurance shall insure the interest of the Association and all townhouse owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. The Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available. The foregoing provisions of this Paragraph A notwithstanding, the amount of coverages shall not be less than, nor the amount of deductibles more than, the amounts established therefor by the single owner and holder of the largest number of institutional first mortgages encumbering townhouses in this Condominium. All insurance required under this Paragraph A shall be written on carriers acceptable to the single owner and holder of the largest number of institutional first mortgages encumbering townhouses in this Condominium.

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B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee granted trust powers under the laws of the State of Florida authorized to and doing business in Dade, Broward or Palm Beach County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the residences in the Condominium (the term "majority" meaning the owners and holders of a majority in number of first mortgages encumbering residence units in this Condominium). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each residence owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, the Association and the residence owners shall repair, replace and rebuild the damage caused by casualty loss, the cost of which shall be borne by the residence owners in proportion to the shares of the common expenses as set forth in Exhibit No. 2 to this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS. Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single residence, then it shall be the responsibility of that residence owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all residence owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Exhibit #2 to this Declaration and against the individual residence owners for that portion of the deficiency related to individual damaged residence; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged residences, the Board of Directors shall levy the special assessment for the total deficiency against each of the residence owners according to the percentages set forth in Exhibit #2, except as provided in Paragraph I below.

If there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property, then unless the unit owners elect not to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3) or more of all townhouses are or have been rendered untenable by casualty loss or damage; and/or,

2. If two-thirds (2/3) or more of all the townhouses are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete Building within the Condominium, that three-fourths (3/4) or more of the townhouses in such discrete and separate Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall be reconstructed unless owners of two-thirds (2/3) of all the units shall agree not to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in subparagraph 1 above, but with respect to one or more Buildings be at least that degree with respect to each of such buildings described in subparagraph 2 above, then each Building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed unless three-fourths (3/4) of the townhouse owners owning townhouses in such Building so damaged or destroyed shall agree not to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events as aforesaid should the unit owners elect not to reconstruct as aforesaid, the Insurance Trustee is authorized to pay over proceeds of the said Insurance to the townhouse owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph 1 below, and the Condominium Property shall to the extent provided for in Paragraph 1 below be removed from the provision of The Condominium Act, as amended, in accordance with the provisions of Paragraph 1 below. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by two officers of the Association stating that the said ninety (90) day period has elapsed and that the Association has received the necessary writings in accordance with the above applicable requirements.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any condominium townhouse shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty Insurance premiums insuring the Condominium Property. A majority of such mortgagees (as hereinabove defined in Paragraph 8) may designate the bank, savings and loan association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty Insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand Insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the townhouse owner as their interests may appear. The owner and holder of any first mortgage on any townhouse shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the townhouse or townhouses encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each townhouse owner to adjust all claims arising under Insurance policies purchased by the Association, and to execute releases thereof.

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1. REPAIR AND RECONSTRUCTION. The provisions of Paragraph D, E and F to the contrary notwithstanding, each separate and distinct Building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only Building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such Building shall be first used for the reconstruction and repair of that Building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium townhouse owners in that Building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated by Paragraph D above. For the purpose of this Paragraph 1, the relative share of common elements attributable to a townhouse owner shall be deemed to be that percentage which is the quotient of such townhouse owner's share of the common elements as set forth in Exhibit #2 attached hereto, divided by the sum total of the shares in the common elements attributable to all the condominium townhouses in that Building as set forth in Exhibit #2. The relative proportion thus established with respect to all condominium units in a Building is hereinafter referred to as the "relative common elements per Building".

2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of separate Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular Building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among the townhouse owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the townhouse owners in that Building suffering such casualty loss and damage in proportion to the relative common elements per building attributable to each of said townhouses and as computed in accordance with the provisions of Paragraph 1-1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the townhouse owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said townhouses, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the townhouse owners and their mortgagees as their interests may appear in the separate and discrete Building suffering such loss or damage in proportion to those townhouse owners' shares of the relative common elements per building calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that there shall occur to a separate and discrete Building the degree of damage or destruction described in Paragraph F - 2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph F - 1 above, and the Building suffering such damage or destruction shall have elected not to repair or reconstruct in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraiser, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Building, as follows:

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The total of the relative common elements per building attributable to townhouses in the Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium townhouses in the said destroyed or damaged Building. The Condominium Association shall, within thirty (30) days of the request by any townhouse owner, whether or not the townhouse owned is the destroyed or damaged Building, or by such townhouse owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with ARTICLE XXVI. If the Condominium shall not elect to terminate in accordance with ARTICLE XXVI, then the Condominium Association shall purchase the condominium townhouses in the destroyed or damaged Building from the townhouse owners thereof for the total purchase price therefor hereinabove mentioned, each such townhouse owner receiving that portion of the said total purchase price as is proportionate to his townhouse's share of the relative common elements per building, that portion being the purchase price for his townhouse. The purchase price for each such townhouse shall be paid to each of said townhouse owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Building so damaged or destroyed, shall be set aside and the balance paid over to the condominium townhouse owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that townhouse. The balance of the purchase price for each townhouse shall be paid over to said townhouse owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

b. The Condominium Association, upon the acquisition of the title to the townhouses and interests of the townhouse owners in the damaged or destroyed Building, shall have the option of either:

- I. Terminating the Condominium Regime with respect to the destroyed or damaged Building and making the site thereof a common element of the Condominium; or,
- II. Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3) of the condominium townhouse owners, not including for this purpose the Condominium Association with respect to the townhouses owned by it, which interests shall not be voted.

c. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged Building as an improvement and by redistributing the shares in the common elements previously owned by the townhouse owners in the destroyed or damaged Building among the remaining townhouse owners in the proportions that their shares of the common elements as set forth in Exhibit No. 2 hereof bear to one another; such that upon completion of such redistribution one-hundred percent (100%) of the common elements will have been distributed among the remaining condominium townhouse owners and the condominium townhouses not contained in the damaged or destroyed Building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the townhouses in the damaged or destroyed Building among the remaining townhouses in the proportions of their shares of the common expenses and common surplus as set forth in Exhibit #2 to this Declaration of Condominium bear to one another, such that upon completion of such redistribution one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium townhouses not contained in the damaged or destroyed Building.

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XXII.

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the townhouse without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by that mortgagee.

B. If the holder of a first mortgage of record or other purchaser of a condominium townhouse obtains title to the condominium parcel as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former townhouse owner of the acquired parcel which became due prior to the acquisition of the title or a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the townhouse owners including such acquiror, his successors and assigns.

C. The term "institutional mortgage" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

XXIII.

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

A. The provisions of Article XII of this Declaration respecting sale, transfer and lease of condominium parcels shall not be applicable to the Developer who is submitting the Condominium Property to the condominium form of ownership. The Developer has and reserves the right to sell, lease or rent condominium townhouses and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of residences including but not limited to the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold parcels the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever and the provisions of Paragraph C through F of Article XII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association.

B. So long as the Developer holds any units for sale in the ordinary course of business none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

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1. Assessment of the Developer as an residence owner for capital improvements; and,
2. Any action by the Association that would be detrimental to the sale of residences by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of residences for the purpose of this Paragraph.

C. Provisions of Article XI of this Declaration notwithstanding, Developer may retain and use as sales offices, models or for purposes of otherwise promoting or effecting sales or any residences or other interests in real property in COBBLE EAST, or for the conducting of any lawful business or activity attendant thereto, any townhouses, common elements and limited common elements retained or owned by the Developer, or the use of which has been reserved to the Developer in this Condominium or by contract or otherwise lawfully enforceable as a contract obligation of the Developer against the Association or any unit owner other than Developer. The rights reserved to Developer herein shall include but not be limited to the right to designate residences and/or other spaces within the Condominium as a contractor's office for the use of the contractors and subcontractors for such periods of time as Developer deems appropriate for the purpose of contractors and subcontractors completing construction and all contractual obligations relating to construction of this Condominium and to any property of COBBLE EAST. Furthermore, Developer reserves and shall have the right to allow its employees, servants, officers and business guests to use parking spaces within the Condominium Property or otherwise appurtenant to it in conjunction with Developer's sales and construction program.

D. For the purpose of this Article XXIII and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only R.K.G. 47 NORTH, INC., as defined in Article I hereof, but also any of its parent and subsidiary corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by the said R.K.G. 47 NORTH, INC. as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder together with the said R.K.G. 47 NORTH, INC., providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Developer".

E. This Article shall not be amended without the written consent of the Developer and any successor or alternate Developer designated in accordance with the provisions of Paragraph D above.

XXIV.

RECREATIONAL FACILITIES

A. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of two-thirds (2/3) of the Association's members and subject to the requirements of Paragraph C below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the apartment owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph A and Paragraph C below.

B. So long as the Association shall be subject to the provisions, covenants, conditions, or promises contained in any agreement, lease or other undertakings entered into under the authority of this ARTICLE XXIV, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

C. The provisions of Paragraph A above notwithstanding, mortgagees holding first mortgages on any townhouse or townhouses shall, if they acquire such townhouses by foreclosure or deed in lieu of foreclosure, take such townhouse or townhouses exempt from and free and clear of any of the terms and obligations and without the use benefits of such agreements entered into under the authority granted in Paragraph A above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such townhouse taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C shall thereafter not apply to such townhouse or townhouses. The exemption granted in this Paragraph C shall include but not be limited to an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its townhouse owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority (as defined in Paragraph B of Article XXI hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C shall not apply to any mortgagee or to any townhouse in the Condominium.

D. The provisions of Paragraph A to the contrary notwithstanding, the consent of the Developer shall be a mandatory requirement to the Association's entry into any agreement or acquisition authorized under Paragraph A above at any time the Developer owns more than one (1) condominium townhouse. This Article XXIV shall not be amended without Developer's consent so long as Developer owns more than one (1) condominium townhouse in the Condominium.

XXV.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Condominium Association or of The Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

XXVI.

TERMINATION

The provisions for termination contained in Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by nine-tenths (9/10) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

XXVII.

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium townhouses and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

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XXVIII.

EXCHANGE OF PARKING SPACES

The Condominium Association may establish procedures whereby unit owners may exchange the parking spaces attributable to their units providing that under no circumstances may a unit have no parking spaces assigned thereto. In the event that parking spaces have been assigned by document recorded among the Public Records, then such exchange procedures established by the Condominium Association may include a method of placing a writing of record containing the approval of the Association as evidenced by the signature of at least one officer of the Association evidencing the exchange and transfer of such parking spaces.

XXIX.

SPECIAL INSURANCE AND MAINTENANCE PROVISIONS

A. PLATE GLASS INSURANCE. The Condominium Association may in the exercise of its discretion and from time to time determine that plate glass within the perimeter walls of the condominium residences may be more economically insured by the Condominium Association under such coverages as the Association shall obtain as elsewhere provided in this Declaration and, in such case, the Condominium Association shall be deemed to have an insurable interest in such plate glass. Upon such determination by the Condominium Association and until otherwise determined by the Association, it shall be the Association's obligation and expense to repair or replace such plate glass as is damaged through casualty loss which is so insured or which may be so insured. Otherwise, and in the absence of the Association making the determination as set forth herein, the replacement of the plate glass in the perimeter walls of a condominium residence for reason of damage or destruction through casualty loss shall be the residence owner's responsibility, except that in any and all events loss or damage occasioned by fire shall be the responsibility of the Association. It shall be deemed a sufficient determination by the Association, and no special act of the Association shall be required, if the Association shall undertake insuring such plate glass for casualty losses to such plate glass, whether or not such plate glass coverage is specifically set forth therein, and whether or not there shall be any deductible clause. Nothing herein shall be deemed to alter the condominium residence owners' obligations for maintenance of the plate glass in perimeter walls where that obligation otherwise exists. For the purposes of this Paragraph A, the term "plate glass" as used herein is descriptive of all glass in exterior perimeter boundaries of condominium residences in picture windows and sliding glass doors, as opposed to window panes, and is not descriptive of the process whereby glass is manufactured or prepared (e.g., "float" process).

B. MAINTENANCE CONTRACTS. If there shall become available to the Condominium Association a program of contract maintenance for all appliances and/or all air-conditioning compressors and/or air handlers serving individual condominium residences which the Association determines is to the benefit of the condominium residence owners to consider, then upon resolution of the residence owners by a majority of those voting at a meeting of the residence owners at which a quorum is present, or by a majority of their whole number in writing, the Condominium Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Condominium Association determines that the program may be undertaken by the Association for the benefit of condominium residence owners who elect to be included in the program, then the Association may undertake the program without the consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the residence owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual residence owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the residence owners electing in such written undertakings as the Association shall deem proper to evidence the said residence owners' obligations to the Association for their proportionate share of the costs of such program.

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MISCELLANEOUS PROVISIONS

A. COMMENCEMENT OF DEVELOPER'S OBLIGATIONS. Developer's obligation to pay maintenance for monthly common expenses may be deferred and excused as follows:

1. The Developer as the owner of any condominium townhouse shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the condominium townhouses owned by the Developer except for this Paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the month next succeeding the month of the recording of this Declaration, but not before the first day of the second month next succeeding the date upon which the first closing of a sale of a townhouse in this Condominium shall have taken place. However, the Developer shall be obligated to pay that portion of those common expenses attributable to such townhouses owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium Property if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association. Developer shall have the option for such period of time as Developer shall elect to pay the actual costs of maintenance subsequent to the recording of the Declaration of Condominium and to waive assessments of common expenses for that period of time against all unit owners. In the event that Developer shall waive the assessment of common expenses against all unit owners and shall pay the actual costs of maintenance during that period, then the Developer shall be excused from its share of common expenses attributable to units owned by it for that period.

2. The Developer or other person owning condominium townhouses or having an obligation to pay common expenses may be excused from the payment of his share of the common expense which would have been assessed against his townhouse during the period of time that he shall have guaranteed to each townhouse owner or, in the case of the Developer, by agreement between Developer and at least a majority of the townhouse owners other than the Developer, that the assessment for common expenses of the Condominium imposed upon the townhouse owners will not increase over a stated dollar amount, providing that the Developer or such other persons shall obligate themselves to pay any amount of common expenses incurred during that period (of the guarantee of maintenance) and not produced by the assessments at the guaranteed level received and receivable from other townhouse owners. The agreement of the Developer may be contained in the Purchase Agreement for condominium townhouses in the Condominium heretofore and hereafter executed with Developer. Persons other than the Developer or specific designees of the Developer may be excused from payment as aforesaid but only if both the Developer and the Condominium Association shall approve.

B. RIGHT OF ENTRY. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium townhouses at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

C. CONTRACTUAL LIENS AUTHORIZED. Each condominium townhouse owner in this Condominium is authorized to grant liens upon his respective condominium townhouse to secure the payment of his share (or the share attributable to his condominium townhouse in the appropriate cases) of any fees, dues, charges or other exactions which the condominium townhouse owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit, memberships, liens, contracts or other undertakings obtained by the Condominium Association for the use of the condominium townhouse owners by any means whatsoever. So long as such a lien encumbers a townhouse, the owner of that townhouse may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the condominium form of ownership as provided for by law or by the terms of this Declaration, the said lien so created shall attach to the undivided interests in the Condominium Property resulting from termination, held by the condominium townhouse owner creating such lien or owning a townhouse encumbered by such lien. This Paragraph C shall be liberally construed to grant condominium townhouse owners maximum authorities to grant the liens herein mentioned for the purposes herein provided and shall not be construed in any way to restrict the powers or authorities of the condominium townhouse owner nor to require any particular form for the creation of such liens, but condominium townhouse owners shall, in addition to the powers and authorities created herein, have the power and authority to create liens on their townhouses which they would otherwise have had, had this Paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this Paragraph shall take priority from the recording among the Public Records of Broward County, Florida, of the document creating that lien. This Paragraph shall not be construed to cause or allow liens created under the authority of this Paragraph to become effective earlier than the aforementioned recording of the document creating such lien and neither this Paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

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D. EASEMENTS. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder or consent of any townhouse owner or of the Condominium Association, easements upon the Condominium Property for public or private utility purposes, including but not limited to cable television, and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements by filing among the Public Records of Broward County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph D.

E. GENDER AND NUMBERS. Whenever in this Declaration the context so permits or requires, the singular shall be deemed to include the plural and the masculine to include the feminine.

F. ASSOCIATION MAY WAIVE LEASEHOLD RESTRICTIONS. Upon recommendation of the Association approved by resolution of the membership (unit owners), the provisions of ARTICLE XII of this Declaration respecting the restrictions on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all townhouse owners. By a three-fourths (3/4) vote of the Board of Directors, the Board may impose additional restrictions upon the leasing of townhouses in addition to those contained in Article XII, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

G. MASTER TELEVISION ANTENNA AND CABLE TELEVISION. The condominium townhouse buildings are wired and are permitted to be wired for cable television services. The Association, by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service, whether or not in association with cable television service, to be given to the owners or occupants of improvements to real property in the vicinity of the Condominium, upon such terms and conditions as the Board of Directors shall approve, including but not limited to the authority of the Association to enter into a master television service contract in which the cost may be treated as a common expense. This authority is granted in realization of the fact that a master television antenna may be able to serve the condominium townhouse owners as well as persons residing on other improved property in the vicinity of the Condominium on a more economical basis. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary and adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as the Board shall approve to effectuate the intentions of this Paragraph. Townhouse owners shall have the right to have cable television services extended and provided within their townhouses without action of the Board of Directors and such services may be brought to the townhouse owners requiring or desiring such service over the common elements of the Condominium and as other utility services may be extended to the condominium townhouses, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them. Nothing in this Paragraph shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install either a master television antenna or cable television facilities in this Condominium, nor to prohibit such installation when the approvals herein required are given.

H. MODIFICATION OF BOUNDARIES BETWEEN ABUTTING UNITS. With written consent of the Condominium Association and with the written consent of their mortgagees, if any, the owners of abutting condominium units may agree, by instrument in writing, to move the boundary between their abutting units in such a manner as to include additional rooms or spaces in one unit and to exclude them from the other. Such writing shall have as an exhibit thereto an architectural or engineering drawing certified to in the manner required by The Condominium Act of the State of Florida demonstrating the new boundary lines between the two units and otherwise certified to in the manner required by law. The document establishing the new boundary lines shall also redistribute between the two units involved the common elements, limited common elements and common expense in a reasonably equitable manner such that totals of each of those items as reassigned to the two units shall equal the same totals previously assigned to the two units. The instrument creating the new boundary lines shall be executed with the formality required for deeds by all the unit owners of the units involved, all the mortgagees thereon, and by the Condominium Association, except that the said mortgagees and/or the Condominium Association

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may demonstrate their consent by a separate instrument in writing similarly executed. The said instrument and consents shall be filed among the Public Records of Broward County, Florida and shall constitute an amendment to the Declaration of Condominium which shall be effective from and after its recording and shall not require the consent to or any vote of the membership. Nothing herein, however, shall be deemed to grant authority for any amendments to this Declaration of Condominium except in the manner elsewhere provided for such amendments except in the specific and limited case herein described, to-wit, the modification of the boundary lines between abutting condominium units for the purpose of including additional rooms and spaces in one unit and to exclude them from the other, which may include modification of the boundary lines of the balconies, terraces or porches appurtenant to said units. The Condominium Association's approval may be conditioned upon the said unit owners adequately providing for entrances, modifications in the perimeter walls of the two units where the changes are to be made, and assurances by the unit owners to the Association that all costs and expenses thereof will be borne in full and paid for by the said unit owners. Nothing herein shall require the Association to give its approval to the amendment contemplated herein if the modifications in the units required to effectuate the change of boundary lines would in any way endanger the structure, violate applicable zoning laws, rules and regulations, or result in a unit whose interior area is less than that of the smallest other condominium units in the Condominium. Otherwise, the Condominium Association shall not unreasonably withhold its approval. So long as the Developer shall own any abutting units the Developer may, in lieu of the Condominium Association, grant the approvals herein required with respect to those units. Such approvals shall be binding on the Condominium Association providing only that before the amendment is recorded and the reconstruction or the modification of the units undertaken, the Condominium Association shall be given reasonable assurance that the costs and expenses of the reconstruction or modification will be fully paid for by the unit owners and that the modifications do not violate applicable zoning laws, rules and regulations nor endanger the structural integrity of the building in which the modifications are being made. It shall not be necessary for any document to be placed of record to evidence such assurances, conformity with zoning laws, rules and regulations or proof that the structural integrity of the building is not endangered for the amendment to be effective. The recording of the amendment without such statements or assurances shall be presumptively sufficient providing only that in the event approval is given by the Developer rather than the Condominium Association that said approval contain a statement by the Developer that the Condominium Association had been given at least twenty (20) days written notice of its intention or the intention of the unit owners to record the said amendment by the delivery or mailing to at least two Directors of the Condominium Association, other than the Developer or the Developer's officers or employees, if there be any, of a copy of the amendment in proposed form.

I. RESTRICTION ON AMENDMENT. Provisions of Article X of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities, or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last condominium townhouse (unit) owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate developer.

J. PETS. The Condominium Association may impose rules, regulations and restrictions on the keeping of pets in the condominium townhouses and the bringing of such pets upon the Condominium Property. Such restrictions shall not, however, prohibit owners of condominium townhouses from bringing and keeping no more than two pets, each of whose mature weight does not exceed thirty (30) pounds, upon the Condominium Property and within the owner's townhouse. Such pets shall nevertheless be subject to the reasonable rules and regulations promulgated by the Condominium Association applicable thereto. This Paragraph shall not be modified without Developer's consent so long as Developer shall own any unit in the Condominium, nor thereafter in any way which would cause those owners who had brought pets meeting the requirements of this Paragraph upon the Condominium Property and in the condominium townhouses from keeping those pets. This Paragraph J shall not be construed to authorize nor permit any pet to be kept within any condominium townhouse unit nor upon the Condominium Property which pet is or becomes a legal nuisance.

K. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit (townhouse) owners or the Condominium Association's members.

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L. NO TIME SHARE UNITS. No time share units exist nor will be permitted to be created in any unit in this Condominium.

M. FENCING AND MAINTENANCE OF REAR COURTYARDS. With the consent of the Developer and/or of the Condominium Association, which consent shall not be unreasonably withheld, and at the expense of the owner of the townhouse unit which it abuts, the rear courtyard appurtenant to each of the townhouse units may be enclosed by wooden fences of the same or better quality and of the same style as the perimeter fence surrounding the Condominium Property. The height of the individual fences shall be six (6) inches less than the height of the perimeter fence and they shall be constructed such that gates are installed at all points at which the individual fences abut the perimeter fence, as the Developer and/or the Condominium Association shall require. The Condominium Association shall have a right and an easement to enter without notice upon any of the Condominium Property to perform the maintenance of grounds and landscaping, including the right to enter the rear courtyards, and to require that the gates be left unlocked for access for such maintenance at reasonable times appointed by the Association. In the event the gates are not left unlocked to allow such access, the Condominium Association shall have no obligation with regard to maintenance of those areas. The maintenance, repair and replacement of the individual fences shall be that of the owner of the condominium townhouse unit to which the fence is appurtenant.

IN WITNESS WHEREOF, the Developer, R.K.G. 47 NORTH, INC., a Florida corporation, has caused this Declaration of Condominium to be executed by their duly authorized officers this 12th day of November, 1982.



(Corporate Seal)

R.K.G. 47 NORTH, INC.

BY: Richard E. Knowlton, Jr.

ATTEST: _____

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared

Richard E. Knowlton, Jr., PRESIDENT

respectively of R.K.G. 47 NORTH, INC., a Florida corporation, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 12th day of November, 1982.

Dora E. Knowlton
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 2, 1985
BROWARD COUNTY, FLORIDA



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EXHIBIT #1
TO THE DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

This Exhibit #1 consists of sixteen (16) pages, this Page A containing the following Notes, Page B consisting of the Survey, Plot Plan and Graphic Description of the as-built Phase I and fourteen (14) pages which constitute the Survey, Plot Plan and Graphic Description of Improvements of the entire proposed COBBLE EAST CONDOMINIUM and other displays.

NOTES:

A. Each numbered unit (residence) shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit (residence) constitute part of the common elements up to the unpainted finished surface of said walls.

B. The boundary lines of the balconies, terraces or porches appurtenant to the units are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the balcony, terrace or porch.

C. All land and all portions of the buildings or other improvements not located within the boundaries of a unit are parts of the common elements or limited common elements. As to the limited common elements, their use is reserved to the unit or units to which they have been or will be assigned to the exclusion of all other units; provided, however, that easements for maintenance, repair and improvement are reserved to the Condominium Association.

D. All dimensions shown in the individual condominium units are to the interior unpainted finished (or unfinished) surfaces.

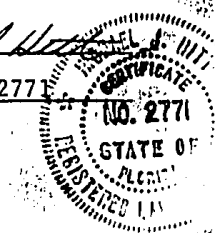
E. The drawings attached hereto include the Condominium Property and graphic descriptions of improvements which will constitute Phases II, III and IV. However, at the time of the recording of this Declaration, those Phases II, III and IV are not a part of this Condominium and will become a part of this Condominium only in accordance with the provisions of the Declaration of Condominium providing for a supplement or amendment to the Declaration adding such Phases. In all cases the legal description precedes the drawings to which it is applicable in this Exhibit #1.

CERTIFICATE OF SURVEYOR

I, Michael J. Hitt, of Plantation, Broward County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 2771, authorized and licensed to practice in the State of Florida, and that construction of the improvements of PHASE I of COBBLE EAST CONDOMINIUM is substantially complete so that the attached Survey, Plot Plan and Graphic Description of Improvements, together with the provisions of the Declaration of Condominium describing the Phase I Condominium Property, present an accurate representation of the location and dimensions of the improvements constituting PHASE I and that the identification, location and dimensions of the common elements and of each unit in PHASE I can be determined from these materials.

DATED November 10th, 1982

Michael J. Hitt
Registered Land Surveyor # 2771



REC 10611 PG 97

LEGAL DESCRIPTION
PHASE 1
COBBLE EAST CONDOMINIUM

That portion of Parcel A, JTL - MAF PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Parcel A; thence South (on an assumed bearing) along the West line of said Parcel A for 132.59 feet to the Point of Beginning; thence East for 119.00 feet; thence North for 22.97 feet; thence East for 78.68 feet; thence S.0°00'22"W. for 208.81 feet; thence West for 78.66 feet; thence South for 42.00 feet; thence West for 29.84 feet; thence South for 24.00 feet; thence West for 89.16 feet to the Southwest corner of said Parcel A; thence North along said West line for 252.85 feet to the Point of Beginning.

OFF 10611Pg 100

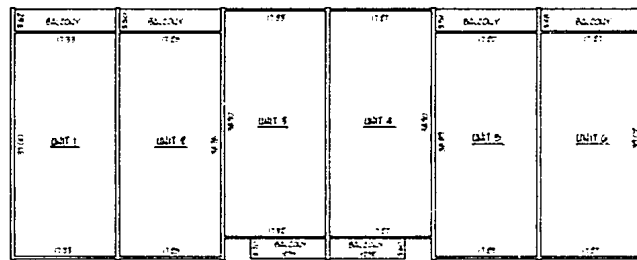
SHEET 2 of 14



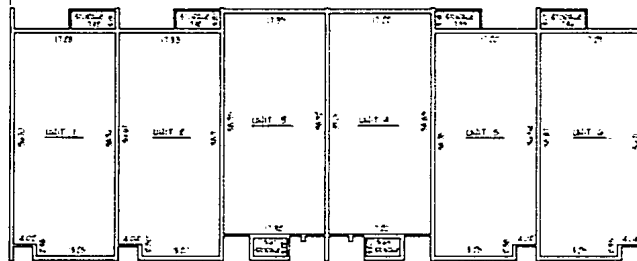
Deni Associates

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LAND SURVEYS • SUBDIVISIONS • CONSTRUCTION SURVEYS

OFF
REC 10611 PG 107

SECOND FLOOR



FIRST FLOOR

CUSTOMER UNIT ELEVATIONS

SECOND FLOOR 17'-0" x 17'-0"

FIRST FLOOR 17'-0" x 17'-0"

TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

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TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

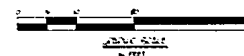
TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

TOTAL FLOOR 34'-0" x 34'-0"

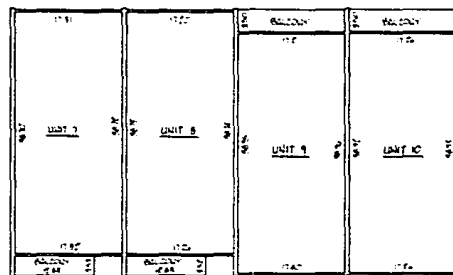
TOTAL FLOOR 34'-0" x 34'-0"

PHASE I COBBLE EAST CONDOMINIUM

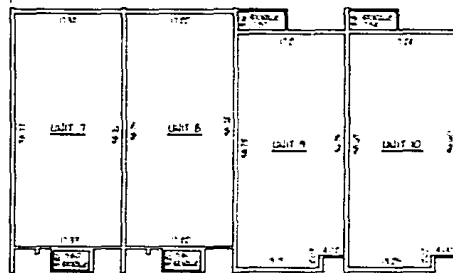


BUILDING A

OFF REC 10611 PG 102



SECOND FLOOR

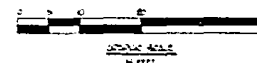


FIRST FLOOR

CONDOMINIUM UNIT ELEVATIONS
 SECOND FLOOR 10' x 11' 6"
 FIRST FLOOR 10' x 11' 6"
 TOTAL FLOOR AREA 10' x 11' 6"
 TOTAL FLOOR AREA 10' x 11' 6"



PHASE I COBBLE EAST CONDOMINIUM



BUILDING B

LEGAL DESCRIPTION
PHASE 2
COBBLE EAST CONDOMINIUM

That portion of Parcel A, JTL - MAF PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Parcel A; thence N.89°53'37"E. (on an assumed bearing) along the North line of said Parcel A for 316.70 feet to the Northeast corner of said Parcel A; thence S.0°00'22"W. along the East line of said Parcel A for 263.03 feet to the Point of Beginning; thence continue S.0°00'22"W. along said East line for 131.00 feet to the Southeast corner of said Parcel A; thence West along the South boundary of said Parcel A for 91.65 feet; thence South along said South boundary for 35.00 feet; thence West along said South boundary for 153.00 feet; thence North along said South boundary for 43.00 feet; thence East for 17.16 feet; thence North for 24.00 feet; thence East for 29.84 feet; thence North for 42.00 feet; thence East for 78.66 feet; thence N.0°00'22"E. for 57.01 feet; thence S.89°59'38"E. for 119.00 feet to the Point of Beginning.

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SHEET 5 of 14

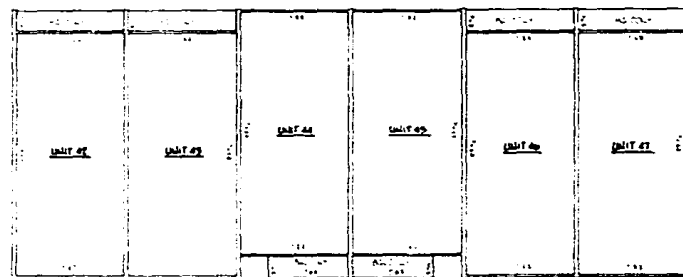


Dani Associates

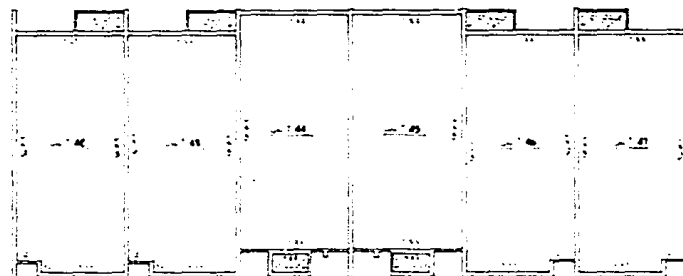
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OFF REC 10611 PG 105



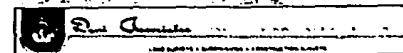
SECOND FLOOR



FIRST FLOOR

TOP OF SURVEILL

PHASE 2 COBBLE EAST CONDOMINIUM



LEGAL DESCRIPTION
PHASE 3
COBBLE EAST CONDOMINIUM

That portion of Parcel A, JTL - MAF PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Parcel A; thence N.89°53'37"E. (on an assumed bearing) along the North line of said Parcel A for 239.70 feet to the Point of Beginning; thence continue N.89°53'37"E. along said North line for 77.00 feet to the Northeast corner of said Parcel A; thence S.0°00'22"W. along the East line of said Parcel A for 263.03 feet; thence N.89°59'38"W. for 119.00 feet; thence N.0°00'22"E. for 194.80 feet; thence East for 42.00 feet; thence N.0°00'22"E. for 68.07 feet to the Point of Beginning.

REF 10611 pg 106

Sheet 8 of 14

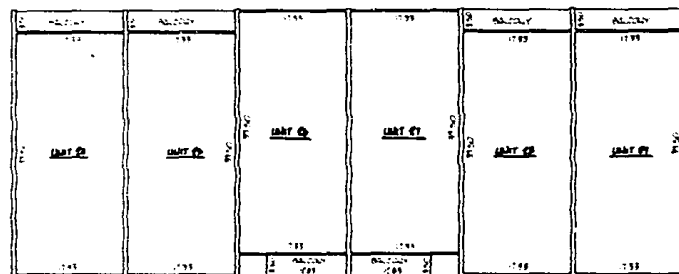


Dani Associates

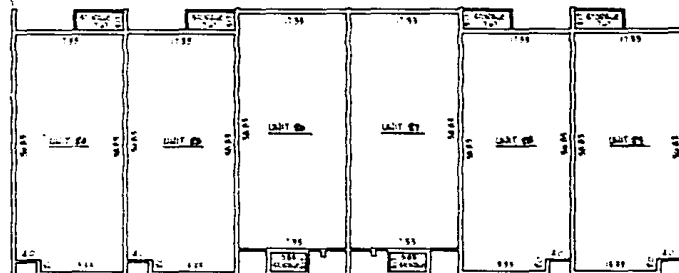
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LAND SURVEYS • SUBDIVISIONS • CONSTRUCTION SURVEYS

OFF 10611 PG 107



SECOND FLOOR

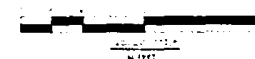


FIRST FLOOR

CONVERTED UNIT ELEVATIONS
 SECOND FLOOR 102.00
 FIRST FLOOR 101.00
 TOP OF BUILDING 100.00
 100.00

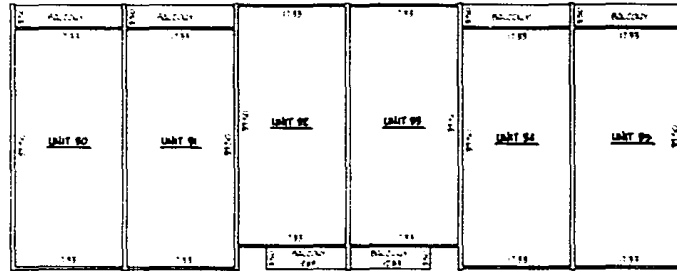


PHASE 3 COBBLE EAST CONDOMINIUM

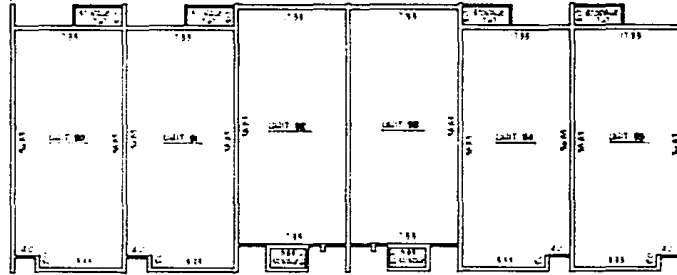


OFF REC 10611 PG 108

OF



SECOND FLOOR



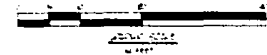
FIRST FLOOR

CONDOMINIUM UNIT ELEVATIONS
 UNIT 10 11 12 13 14 15
 UNIT 20 21 22 23 24 25

END OF BUILDING
 FLOOR PLAN



PHASE 3 COBBLE EAST CONDOMINIUM



BUILDING 4

LEGAL DESCRIPTION
PHASE 4
COBBLE EAST CONDOMINIUM

That portion of Parcel A, JTL - MAP PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Northeast corner of said Parcel A; thence South (on an assumed bearing) along the West line of said Parcel A for 132.59 feet; thence East for 119.00 feet; thence North for 22.97 feet; thence East for 78.68 feet; thence N.0°00'22"E. for 42.00 feet; thence East for 42.00 feet; thence N.0°00'22"E. for 68.07 feet to a point on the North line of said Parcel A; thence S.89°53'37"W. along said North line for 239.70 feet to the Point of Beginning.

REC 10611 PG 109

SHEET 11 OF 14

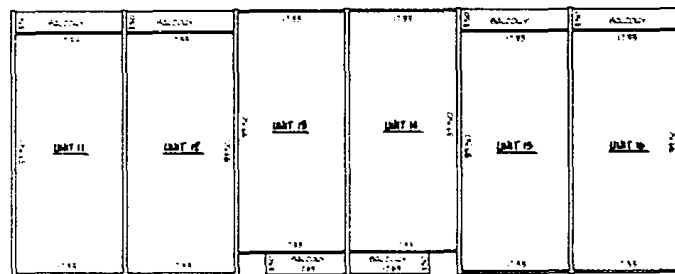


Deni Associates

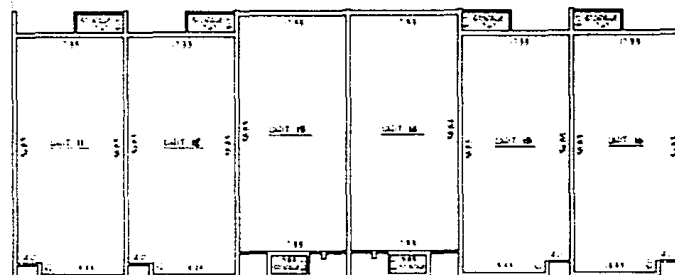
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OFF 10611 PG 110



SECOND FLOOR



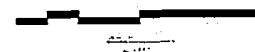
FIRST FLOOR

DIMENSIONAL UNIT ELEVATIONS

UNIT 11	11.00
UNIT 12	11.00
UNIT 13	11.00
UNIT 14	11.00
UNIT 15	11.00
UNIT 16	11.00

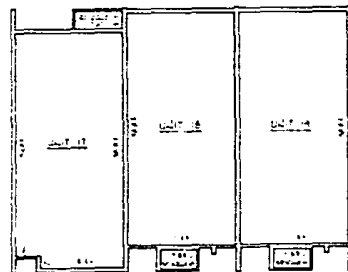
TOP OF FINISH
FLOOR LEVEL

PHASE 4 COBBLE EAST CONDOMINIUM





SECOND FLOOR

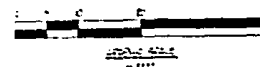


FIRST FLOOR

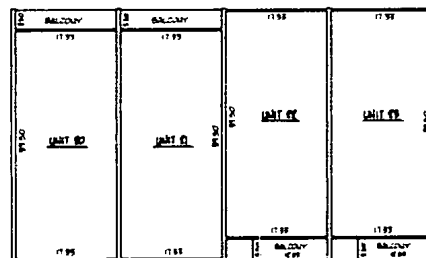
CONCOMITANT SUBSTITUTIONS



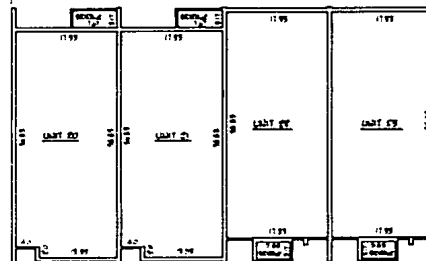
PHASE 4
COBBLE EAST
CONDOMINIUM



OFF REC 10611 PG 112



SECOND FLOOR



FIRST FLOOR

CONDOMINIUM UNIT ELEVATIONS
 SECOND FLOOR: 17'00" x 17'00"
 FIRST FLOOR: 17'00" x 17'00"
 TOP OF BALCONY: 17'00" x 17'00"
 17'00" x 17'00"

PHASE 4 COBBLE EAST CONDOMINIUM

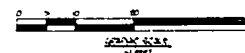


EXHIBIT #2
 TO THE DECLARATION OF CONDOMINIUM
 COBBLE EAST CONDOMINIUM
 SHARE OF COMMON ELEMENTS, COMMON EXPENSE
 AND COMMON SURPLUS ATTRIBUTABLE TO EACH UNIT

At all times, no matter what combination of phases have been completed and included in the Condominium, each unit will bear the same share of common elements, common expenses and common surplus as all other units. The fractional shares, converted to approximate percentages*, are set forth below.

PHASES COMPLETED AND IN CONDOMINIUM:	NUMBER OF UNITS:	EACH UNIT'S SHARE:	
PHASE I ONLY:	10 UNITS	10.0000%	(1/10)
PHASES I AND II:	22 UNITS	4.5455%	(1/22)
PHASES I, II AND III:	34 UNITS	2.9412%	(1/34)
PHASES I, II AND IV:	35 UNITS	2.8571%	(1/35)
PHASES I, II, III AND IV:	47 UNITS	2.1277%	(1/47)
PHASES I AND III:	22 UNITS	4.5455%	(1/22)
PHASES I, III AND IV:	35 UNITS	2.8571%	(1/35)
PHASES I AND IV:	23 UNITS	4.3478%	(1/23)

* PERCENTAGES ARE ROUNDED OFF FOR EASE OF USE. FRACTIONAL SHARES (IN PARENTHESES) ARE EXACT AND WILL CONTROL IN THE EVENT OF DISPARITY BETWEEN A PERCENTAGE AND A FRACTION.

EXHIBIT #3

BY-LAWS

OF

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.

1. The name of this corporation is:

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

2. The principal office of the corporation is:

3900 Northwest 18th Avenue, Fort Lauderdale, Florida

ARTICLE II.- PURPOSES.

This corporation is organized for the purposes of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium, to-wit:

COBBLE EAST CONDOMINIUM

and to exercise all powers granted to it as a corporation under the laws of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association.

ARTICLE III.- DIRECTORS AND OFFICERS.

A. Directors

1. The affairs of the corporation shall be managed by a Board of Directors composed of 5 persons (except as to the first Board of Directors whose members are designated in the Articles of Incorporation, and who shall serve until the first annual meeting of members or until their successors are elected and shall qualify).

2. Directors shall be elected by the members at the annual meeting of members and shall hold office until their successors are elected and shall qualify.

At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the corporation for fourteen (14) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.

At the first annual meeting of the members, directors shall be elected for a term of one (1) year.

Directors shall be elected as follows:

Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written ballot. The 5 persons receiving the highest number of votes shall be declared elected.

At least a majority of the directors shall be members of the corporation, except those persons designated as the first Board of Directors by the Articles of Incorporation, and except for members elected or appointed by the Developer or successor developer in accordance with Article XV hereof.

No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

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B. OFFICERS

The officers of the corporation shall be: a President, a Vice President, a Secretary and a Treasurer, at least two of whom shall be members of the Board of Directors, and such other officers as the Board of Directors may appoint, who need not be members of the Board. The officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board and at such meeting the Board shall elect the aforesaid officers. The offices of Secretary and Treasurer may be combined one with the other or either of them with the office of Vice President by resolution of the Board of Directors. Officers elected at the first meeting of the Board shall hold office until the next ensuing annual meeting of directors following the next succeeding annual meeting of members or until their successors shall have been elected and shall qualify.

C. RESIGNATION, VACANCY, REMOVAL

Any director or officer of the corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting, by electing a person who shall serve until the next annual meeting of members, at which time a director will be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

A majority of members of the corporation present at any regular meeting or special meeting duly called at least in part for the purpose and at which a quorum is present may remove any director or officer for cause affecting his ability or fitness to perform his duties. Officers and directors may also be removed from office as provided in Article IX of the Articles of Incorporation or in accordance with the provisions of §718.112(2)(g), Florida Statutes, in force on the date of the adoption of these By-Laws, so long as that provisions remains law.

D. EXECUTIVE COMMITTEE.

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee, to consist of two or more members of the Board, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required. Nothing in this Paragraph nor in the resolution appointing an Executive Committee shall relieve any member of the Board of Directors of the responsibilities they would otherwise have for acts of the Board of Directors under the laws of the State of Florida.

ARTICLE IV - POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF.

The corporation shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act, as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration and the Condominium Act.
2. The power to levy and collect assessments.
3. The power to levy and collect special assessments.

4. The power to expend monies collected for the purpose of paying the common expenses of the corporation.
5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.
6. The power to insure and keep insured the buildings and improvements of the condominium as provided for and limited by the Declaration.
7. The power to employ the personnel required for the operation of the common elements.
8. The power to pay utility bills for utilities serving the common elements.
9. The power to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements, with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties required by then applicable law to be exercised exclusively by the Association or its officers, including but not limited to making assessments, promulgating rules and authorizing contracts on behalf of the Association.
10. The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.
11. The power to improve the condominium property subject to the limitations of the Declaration.
12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the corporation.
13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents.
14. The power to pay all taxes and assessments which are liens against the common elements.
15. The power to deal with and approve or disapprove of all conveyances or leases of condominium parcels or parking spaces as provided for under the terms of the Declaration, and pursuant thereto, if such approval is required by the Declaration of Condominium.
16. The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.
17. The power to possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.
18. The power to enter into, ratify, modify, and amend each and every of the agreements and undertakings contemplated by and in Article XXIV entitled "Recreational Facilities" of the Declaration of Condominium to which these By-Laws are attached, with the approval required in said Article.
19. The power to subscribe to and enter into a contract with any person, firm, corporation, or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the condominium's property and of any recreational facilities on lease to the Condominium Association or otherwise provided for the condominium members' usage.

REC 10611 pg. 116

(a) Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of this corporation. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the corporation handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

(b) Nothing in this subparagraph (19) or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the condominium units of the Condominium.

20. The power to establish the office of additional officers of this corporation and to appoint all officers.

21. The power to propose and adopt the budget for the Condominium. The Board of Directors may, at its option, but shall not be required to do so, submit a proposed budget to the membership for its approval in lieu of adopting the budget itself. In either case, the Board of Directors shall give such notice to the membership as shall be required by Law.

ARTICLE V - DUTIES OF OFFICERS

1. The President shall:

(a) act as presiding officer at all meetings of the corporation and of the Board of Directors.

(b) call special meetings of the Board of Directors and of members.

(c) sign with the Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons.

(d) perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

(e) appoint committees and to be ex-officio member of all committees, and render an annual report at the annual meeting of members.

2. The Vice President shall:

(a) act as presiding officer at all meetings of the corporation and of the Board of Directors when the President is absent.

(b) perform other acts and duties required of the President, in the President's absence.

(c) perform such other duties as may be required of him by the Board of Directors.

3. Should the President and Vice President be absent from any meeting, the directors shall select from among their members a person to act as chairman of the meeting.

4. The Secretary shall:

(a) attend all regular and special meetings of the members of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(b) have custody of the corporate seal and affix same when necessary or required.

(c) attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings; keep membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board, at its next regular meeting.

(d) perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.

(e) have custody of the minute book of the meetings of directors and members, which minute book shall at all times be available at the office of the corporation for the information of directors and officers, and to keep books showing all transfers of membership and all regulations of the corporation.

5. The Treasurer shall:

(a) attend all meetings of the membership and of the Board of Directors.

(b) receive such monies as shall be paid into his hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(c) supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

The treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI - MEMBERSHIP

1. Membership in the corporation is limited to owners of the condominium units. Membership is automatically conferred upon acquisition of condominium unit, as evidenced by the filing of a deed to such unit, or as provided in the Declaration for transfer of membership upon the death of a unit owner. Membership is an incident of ownership, and is not separately transferable.

2. The owner of a unit shall be entitled to cast one vote at all meetings of the members. If a condominium parcel is owned by more than one owner, there shall nevertheless be only one membership assigned to such parcel, and the vote for such membership shall be cast by the person designated in writing by all of the owners of said parcel, and in the absence of such a writing, such vote shall not be counted.

3. Membership in the corporation may be transferred only as an incident to the transfer of title to a condominium parcel in the manner provided in the Declaration of Condominium, and shall become effective upon the recording of a deed to such condominium parcel.

4. Membership shall terminate upon the transfer of title to a condominium unit, or upon the death of the owner of a condominium parcel.

ARTICLE VII - MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. Meetings of Members

1. Place of Meetings. All meetings of the corporation shall be held at the office of the corporation, or may be held at such time and place as shall be stated in the notice thereof.

2. Annual Meetings. Annual members' meetings shall be held at the office of the corporation upon a date appointed by the Board of Directors, which shall fall between the 15th day of January and the 28th day of February, in each and every calendar year subsequent to its incorporation. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint time to time.

3. Special Meetings. Special meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary upon receipt of a written request from members of the corporation owning a majority of the condominium units. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting unless by vote of not less than 3/5ths of those present and voting the membership approves considering matters or actions not stated in the notice.

4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the corporation at least twelve (12) hours prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor, but in no event shall a proxy be valid longer than the period permitted by applicable law.

5. Quorum. A quorum for the transaction of business at the annual meeting and any special meeting shall consist of a majority of all unit owners, who must be present either in person or by proxy; but the unit owners present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

6. Voting Required to Make Decision. When a quorum is present at any meeting, the vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration or these By-Laws or any applicable statute provide otherwise, in which event the vote prescribed by the Declaration or the By-Laws or such statute shall control.

7. Additional Notice Requirements Where Amendment to Declaration or By-Laws is To Be Considered. At any annual meeting or special meeting of the members called at least in part for the purpose of considering a proposed amendment to the Declaration of Condominium or to the By-Laws, in addition to all other requirements of notice herein contained for such meeting there shall be distributed by mail or personal delivery to every member, unless all members shall waive this requirement by instrument in writing, a copy of the proposed amendment at least ten (10) days prior to the meeting. This procedure shall not be required where an amendment is proposed by the Board of Directors and is permitted to be and is circulated among the membership for approval in writing and without meeting. All proposed amendments considered at meetings may be amended, modified and otherwise changed at the meeting called for the purpose of considering them or at any adjourned meeting thereof.

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B. Directors' Meetings.

1. Annual Meeting. The annual meeting of the Board of Directors shall be held at the office of the corporation immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate in which event no notice need be sent to the directors, once said schedule has been adopted.

2. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of a majority of directors. All notices of special meetings shall state the purpose.

3. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be terminated without further notice.

4. Notice to Unit Owners. So long as the Condominium Act requires it, meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

5. Waiver. Directors may waive notice of the meeting of directors before, at or subsequent to the meeting, except where prohibited by law.

ARTICLE VIII - NOTICE

1. Annual Meeting. Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice at least fourteen (14) days prior to the meeting and must be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. The mailing of the notice of annual meeting need not be sent by certified or registered mail unless Florida Law applicable to this Condominium and those By-Laws shall require it, in which case such requirement shall be waivable in the manner provided by that Law. This provision shall not be construed to make applicable to this corporation changes in the Statutory Law becoming effective after the adoption of these By-Laws, unless such provision would otherwise be applicable or would be applicable notwithstanding contrary provisions in these By-Laws.

2. Special Meetings. Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to notice at least five (5) days prior to such meeting.

3. Waiver. Unit owners (members) may waive notice of meetings of members prior to, at or subsequent to any meetings of members except where prohibited by law. Nothing in these By-Laws shall be construed to prevent unit owners from acting by written agreement without meetings.

ARTICLE IX - PROCEDURE.

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

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ARTICLE X - ASSESSMENTS AND MANNER OF COLLECTION.

The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Article VI of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and The Condominium Act.

Funds for the payment of common expenses shall be assessed against and shall be a lien against the condominium parcels in the proportion or percentage of sharing common expenses provided in the Declaration of Condominium, as provided in the Declaration of Condominium and The Condominium Act. The Board of Directors shall not assign nor transfer the powers to make regular assessments.

Regular assessments shall be paid by the members on a monthly basis unless the Declaration provides otherwise or unless the membership shall approve a different period for payment, but in no event shall such payments be less frequently than quarterly.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may allow its managing agent or manager to make special assessments in emergencies upon the happening of such unusual circumstances and upon such conditions as the Board may authorize.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each condominium parcel owner. Assessments are payable at the office of the corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

Assessments shall not include charges for utilities separately charged and metered to each apartment unit, nor charges for such alterations, repairs, maintenance, improvements or decorating within the interior of any apartment unit as are the obligation of the unit owner and not the obligation of the Association. Providing, however, that the membership shall approve it, the Board of Directors may provide certain maintenance and repairs as would otherwise be the obligation of the individual unit owners, by the undertaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a common expense and assessed against the members as part of their monthly maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repair or maintenance undertaken by the Association which would otherwise be the individual unit owners' responsibility.

Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at the rate of 10% per annum thereafter until paid.

In the event an assessment is not paid within fifteen (15) days of the date it is due and payable, the corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided by The Condominium Act, the Declaration and those By-Laws. Each condominium parcel owner shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs incurred by the corporation in the collection of sums due and the enforcement of any lien held by the corporation.

ARTICLE XI - FISCAL MATTERS.

1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

2. Depositories. The funds of the corporation shall be deposited in a bank or banks in Broward County, Florida, in an account for the corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or the Vice President, or such other persons as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for corporate purposes.

If necessary, and demanded by mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

3. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the corporation and from any contractor handling or responsible for corporation funds. The premiums for such bonds shall be paid by the corporation.

4. Records. The corporation shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times, written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include a record of all receipts and expenditures and an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, the balance due and a register for the names of any mortgage holders or lien holders who have notified the corporation of their liens and to which lienholders the corporation will give notice of default if required.

5. Annual Statement. The Board of Directors shall present to each annual meeting a full and clear statement of the business and condition of the corporation.

6. Insurance. The corporation shall procure, maintain and keep in full force and effect, all insurance required by the Declaration pursuant to the provisions of the Declaration.

ARTICLE XII - ADMINISTRATIVE RULES AND REGULATIONS.

The Board of Directors may from time to time adopt rules and regulations governing the details of the operation and use of the common elements and such other rules and regulations as are designed to prevent unreasonable interference with the use of the units, the limited common elements and common elements by the members, and all members shall abide thereby provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

Those restrictions appearing in that article of the Declaration of Condominium entitled "Purpose and Use Restrictions" are declared to be house rules and regulations as well as covenants and conditions running with the Condominium Property.

ARTICLE XIII - VIOLATIONS AND DEFAULT.

In the event of a violation (other than non-payment of an assessment by a unit owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the corporation, the Charter, or any provisions of the Condominium Act, the corporation, after reasonable notice to cure not to exceed fifteen (15) days, shall have all rights and remedies provided by law including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay assessments, the right to foreclose its lien provided in the Condominium Act, and in every such proceeding the unit owner at fault shall be liable for court costs

and the corporation's reasonable attorney's fees. If the corporation elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rent for his condominium parcel during the litigation and the corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the corporation without waiving the lien securing such unpaid assessments.

ARTICLE XIV - AMENDMENT OF BY-LAWS.

Subject always to the provisions of Article X entitled "Amendment to Declaration" of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with Article X of the Declaration of Condominium or by a resolution adopted or approved at any duly called meeting of the members by a two-thirds (2/3) vote of the members present or by proxy, provided there is a quorum, provided that such meeting was called at least in part for the purpose of considering such amendments, provided that the notice requirements of Article VII-A-(7) of these By-Laws have been fulfilled, and further provided that the requirements of Paragraph D of Article X of the Declaration of Condominium are met in full in applicable cases. Notice may be waived by any member. Alternatively, the Board of Directors may approve submitting a proposed amendment to the By-laws or to the Declaration of Condominium, if so permitted in the Declaration of Condominium, to the membership in writing. Such proposed amendment shall be sent to all members of the Association and such fact must be certified to by an officer of the Association in charge of the mailing by a certificate appended to the Certificate of Amendment filed among the Public Records, and such amendment shall be deemed approved when not less than seventy-five (75%) percent of the members shall have approved the same in writing. Amendments shall take effect in accordance with their provisions but not sooner than permitted by law, and if there be no such provision, amendments shall take effect when a Certificate thereof, executed in accordance with law, is recorded among the Public Records of the County in which the Condominium Property lies.

ARTICLE XV - SPECIAL RIGHTS OF THE DEVELOPER TO APPOINT MEMBERS OF THE BOARD OF DIRECTORS.

A. The Developer submitting the Condominium to condominium form of ownership and any successor developer designated in writing by the Developer as a successor Developer shall have the right for the periods of time hereinafter provided to appoint or direct that there be elected Directors of the Condominium Association:

1. Until such time that the Developer shall have sold and closed the sale of at least fifteen (15%) percent of the condominium units in the Condominium to persons other than a successor developer, the Developer may appoint or direct that there be elected all members of the Board of Directors.

2. When unit owners other than the Developer or successor developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association, the unit owners other than Developer shall be entitled to elect one-third (1/3) of members of the Board of Directors of the Association.

3. Unit owners other than the Developer shall be entitled to elect not less than majority of the members of the Board when the first of the following shall occur:

a. Three (3) years after sales by the Developer have been closed of fifty (50%) percent of the units that will be operated ultimately by the Association; or

b. Three (3) months after sales have been closed by the Developer of ninety (90%) percent of the units that will be operated ultimately by the Association; or

c. When all of the units that will be operated ultimately by the Association have been completed, some of them sold, and none of the others are being offered for sale by the Developer in the ordinary course of business.

So long as the Developer holds for sale in the ordinary course of business five (5%) percent of the units in the Condominium, the Developer shall be entitled to elect not less than one (1) member of the Board.

B. Within sixty (60) days after unit owners other than the Developer or a successor are entitled to elect or appoint a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the unit owners for this purpose.

C. The Developer may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.

D. This Article XV shall not be modified or amended without the consent of the Developer or, in the appropriate case, a successor developer, so long as the Developer or successor developer shall in accordance with the terms of this Article XV have the right to appoint or cause to be elected any Directors. Whenever in these By-Laws, the Declaration of Condominium or any other contractual document in which the Developer shall be a party, it is not otherwise defined, "control of the association" shall be deemed the right to appoint or direct that there shall be elected not less than a majority of the Board of Directors of the Condominium Association. Loss of control of the association shall include the failure (of the person or persons otherwise deemed to have control) to have serving at least a majority of the Directors appointed by it (them) or whose election was directed by it (them).

ARTICLE XVI - VALIDITY.

If any By-Law, regulation or rule shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVII - RECREATION FACILITIES.

Article XXIV of the Declaration of Condominium entitled "Recreational Facilities", as the same is constituted from time to time, is incorporated herein by reference as if fully set out herein. The corporation has or shall have all the power and authority necessary to effectuate the letter and intent of that Article XXIV and to enter into, ratify and join in amendments to any contract, lease or other undertaking referred to therein. This Article XVII of these By-Laws shall not be amended except in accordance with the provisions of the Declaration of Condominium pertaining thereto, and in particular any provisions of said Article XXIV of the Declaration which shall pertain thereto and nothing herein shall be construed to limit the power or authority of the corporation to enter into any lease, contracts or undertakings contemplated by Article XXIV of the Declaration, it being the intention of this Article XVII of these By-Laws to parallel and not to restrict the power and authority of the corporation in regard to acquiring recreational facilities as the same are contemplated by the aforementioned Article of the Declaration.

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ARTICLE XVIII - CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF CONDOMINIUM.

These By-Laws and the Articles of Incorporation of the corporation shall be construed in the event of any ambiguity or lack of clarity consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

a corporation not-for-profit, under the laws of the State of Florida, at a meeting of the members of said corporation duly noticed, at which all members were present, by the unanimous vote of the members on the 12th day of November, 19 82.

Dora E. Kuvvatan
Secretary


APPROVED:

Richard E. Kuvvatan
President



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State of Florida



Department of State

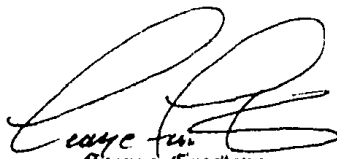
I certify that the attached is a true and correct copy of the Articles of Incorporation of COBBLE EAST CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 12, 1982.

The charter number for this corporation is 765377.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
13th day of October, 1982.



CER 101


George Firestone
Secretary of State

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FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not-for Profit)

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

ARTICLE I.

NAME

The name of this corporation shall be:

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes, commonly known as The Condominium Act, a condominium will be created upon certain lands in Florida, to be known as:

COBBLE EAST CONDOMINIUM

hereinafter referred to as "The Condominium". The Declaration subjecting the lands involved to a condominium form of ownership will be recorded among the Public Records of Florida. The corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of The Condominium and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws, these Articles of Incorporation and the aforementioned Declaration of Condominium, and further to exercise all powers granted to a condominium association under The Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this corporation's capacity as a condominium association.

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ARTICLE III.

POWERS

The powers of the corporation shall include and be governed by the following provisions:

1. The corporation shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, and in addition, all the powers conferred by The Condominium Act upon a condominium association, and in addition, all of the powers set forth in the Declaration of Condominium of The Condominium which are not in conflict with law.

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

- (a) To operate and manage the condominium and condominium property in accordance with the sense, meaning, direction, purpose and intent contained in the Declaration of Condominium of The Condominium when the same has been recorded among the Public Records as above noted.
- (b) To make and collect assessments against members to defray the costs of the condominium and to refund common surplus to members.
- (c) To use the proceeds of assessments in the exercise of its powers and duties.
- (d) To maintain, repair, replace and operate the condominium property.
- (e) To reconstruct improvements upon the condominium property after casualty and to further improve the property.
- (f) To make and amend regulations respecting the use of the property in the condominium.
- (g) To approve or disapprove the proposed purchasers, lessees and mortgagees of apartments if required by the Declaration of Condominium.
- (h) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the corporation and the regulations for the use of the property in the condominium.

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(1) To contract for the management of the condominium and to authorize its contractor to perform functions and duties for or on behalf of the Association except where such authorization is prohibited by applicable Law or the By-Laws of the Condominium Association.

3. All funds and title to all properties acquired by the corporation and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the corporation shall be subject to and be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the condominium property.

ARTICLE IV.

MEMBERS

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

1. Until such time as the Declaration of Condominium of The Condominium shall be recorded among the Public Records as noted above, the membership of this corporation shall be comprised of the Subscribers to these Articles, or their assigns, each of whom Subscribers or assigns shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.

2. After the recording of the Declaration of Condominium of The Condominium the owners of each condominium unit in the aforementioned condominium shall each be a member of the corporation and at such time the Subscribers who are members of the corporation by virtue of Paragraph 1 above shall no longer be members by virtue of said Paragraph 1.

3. Thereafter, membership in the corporation shall be established by acquisition of the fee title to a condominium unit in The Condominium, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee interest in any unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more units, so long as such party shall retain title to a fee ownership interest in any unit.

4. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit. The properties, funds and assets of the corporation shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may hereafter be adopted.

5. On all matters on which the membership shall be entitled to vote, there shall be one vote for each apartment unit in the condominium, which votes may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the By-Laws of this Corporation. Should any member own more than one unit, such member shall be entitled to exercise or cast the total number of votes attributable to all units owned by him, her or it in the manner provided by said By-Laws.

ARTICLE V.

TERM

This corporation shall have perpetual existence.

ARTICLE VI.

REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for this corporation shall be:
Robert I. Shapiro,

and the Registered Office shall be located at:

444 Brickell Avenue, Suite 1050-Rivergate Plaza, Miami, Florida. 33131.
or such other person or such other place as the Board of Directors shall from time to time direct, with appropriate notice being given to the Secretary of State in accordance with law.

ARTICLE VII.

MANAGEMENT OF THE AFFAIRS

OF THE CORPORATION - OFFICERS

The affairs of this corporation shall be managed by its officers, subject, however, to the directions of the Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles and in accordance with the By-Laws. The officers of this corporation shall consist of a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the

Board of Directors according to the By-Laws of this corporation. The Directors may, if they desire, combine the offices of Secretary and Treasurer and, in addition, provide for such other officers, agents, supervisory personnel or employees of the corporation as they shall see fit, none of whom need be a member of the corporation. Commencing with the first annual meeting of the Board of Directors subsequent to incorporation, officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. The names of the officers who are to serve until the first election by the Board of Directors are as follows:

RICHARD E. KNOWLTON, JR.	-	President
ALAN J. WERKSMAN	-	Vice President
DORA KNOWLTON	-	Secretary
DORA KNOWLTON	-	Treasurer

None of the above officers specifically named in these Articles shall be required to be a member of this corporation to hold office.

ARTICLE VIII.

BOARD OF DIRECTORS

This corporation shall be governed by a Board of Directors consisting of not less than 5 nor more than 7 persons as provided for in the By-Laws. In the absence of any provision in the By-Laws designating the number of Directors, the number thereof shall be 5, provided, however, that until the first annual meeting of the members of this corporation subsequent to the turnover of control of the Board of Directors as defined in The Condominium Act, this corporation shall be governed by a Board of Directors consisting of 3 persons, whose names and post office addresses appear below and who will serve as Directors until the first annual meeting of members subsequent to incorporation, or until their successors are elected and qualify:

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
RICHARD E. KNOWLTON, JR.	3902 N.E. 18 Avenue Oakland Park, Florida 33334
DORA KNOWLTON	3902 N.E. 18 Avenue Oakland Park, Florida 33334
PETER WEINTRAUB	Suite 109, 160 S.W. 12 Avenue Deerfield Beach, Florida 33441

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Succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the By-Laws of the corporation, as the same shall be constituted from time to time.

ARTICLE IX.

REMOVAL OF OFFICERS AND DIRECTORS

Officers and directors may be removed prior to the expiration of their term in accordance with provisions in Florida Law applicable to condominiums, which provision shall control; however, if there shall not be applicable controlling provisions of Law for the removal of officers or of directors, then the following shall apply:

Any officer may be removed prior to the expiration of his term of office in the manner provided hereinafter, or in such manner as provided in the By-Laws. Any officer may also be removed for cause by a two-thirds (2/3) vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of this corporation may be removed with or without cause, and for any reason, upon a petition in writing of a majority of the members of this corporation approved at a meeting of members called at least in part for the purpose, by a two-thirds (2/3) vote of the membership. The petition calling for the removal of such officer and/or director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting the officer and/or director whose removal is sought shall be given the opportunity to be heard.

ARTICLE X.

INDEMNIFICATION OF

OFFICERS AND DIRECTORS

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liability, 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 corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of

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Directors approves such settlement and reimbursement as being in the interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI.

BY-LAWS

The original By-Laws of this corporation shall be adopted by a majority vote of the members of this corporation present at a meeting of members called for the purpose, at which a majority of the membership is present, and thereafter the By-Laws of this corporation may be amended, altered or rescinded by the membership only in the manner provided for in the Declaration of Condominium hereinabove described or provided for in the By-Laws. Amendments to the By-Laws may be proposed by members or by the Board of Directors in the manner and as further provided for in the By-Laws and adopted by the votes or consents of the membership therein provided. The original By-Laws of this corporation shall be appended to the Declaration of Condominium abovescribed at the time of the recording of the Declaration of Condominium among the Public Records of Dade County, Florida.

ARTICLE XII.

PROHIBITION AGAINST ISSUANCE OF

STOCK AND DISTRIBUTION OF INCOME

This corporation shall never have nor issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the corporation of compensation in a reasonable amount to the members, directors or officers for services rendered, nor shall anything herein be construed to prohibit the corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of Florida Statutes and contemplated by the Declaration of Condominium and/or Condominium Act.

ARTICLE XIII.

CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between this corporation and any other person, firm, association, corporation or partnership

shall be affected or invalidated by the fact that any director or officer of this corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation, or partnership, pecuniarily or otherwise interested therein. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV.

SUBSCRIBERS

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

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
ELEANOR LIPTON	Suite 1050, 444 Brickell Avenue Miami, Florida 33131
IVONNE LORIE	Suite 1050, 444 Brickell Avenue Miami, Florida 33131
PAUL D. BREITNER	Suite 1050, 444 Brickell Avenue Miami, Florida 33131

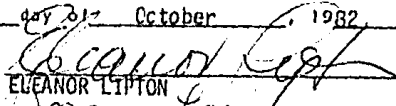
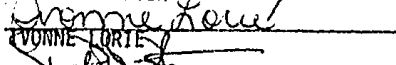
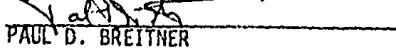
ARTICLE XV.

AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of two-thirds (2/3) of the members of this corporation present at any meeting of the members of the corporation called at least in part to consider such amendment, or approval in writing by the members of this corporation having not less than two-thirds (2/3) of the total membership vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Miami

Dade County, Florida, this 8th day of October, 1982.

 (SEAL)
ELEANOR LIPTON
 (SEAL)
IVONNE LORIE
 (SEAL)
PAUL D. BREITNER

STATE OF FLORIDA)
)
COUNTY OF DADE) SS

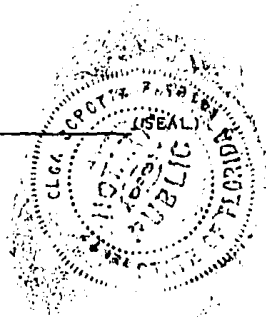
BEFORE ME, the undersigned authority, this day personally appeared
ELEANOR LIPTON, IVONNE LORIE and PAUL D. BREITNER
to me well known and known to me to be the identical individuals described in and
who executed the foregoing Articles of Incorporation of:

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

and they each acknowledged before me that they signed and executed the same for
the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal at Miami, Dade County, Florida, this 8th day
of October, 1982.


NOTARY PUBLIC



My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 25 1985
BONDED THRU GENERAL INS. UNDERWRITERS

OFF 10611pg 135

FILED

OCT 12 10 05 AM '82


CERTIFICATE ACCEPTING DESIGNATION SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AS

REGISTERED AGENT

I HEREBY CERTIFY that I have accepted the designation as Registered
Agent of COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

and agree to serve as its agent to accept service of process within this State at
its Registered Office,


ROBERT I. SHAPIRO (SEAL)

CONSENT TO THE FILING OF DECLARATION OF CONDOMINIUM

WHEREAS, BARNETT BANK OF SOUTH FLORIDA, A Florida banking institution, is the owner and holder of a mortgage lien created by that certain Mortgage dated July 8, 1981 and recorded among the Public Records of Broward County, Florida on July 9, 1981, in Official Records Book 9682 at Page 869, in which R.K.G. 47 NORTH, INC., a Florida corporation, was Mortgagor; and,

WHEREAS, the real property subject to the aforementioned mortgage lien has been created a condominium known as COBBLE EAST CONDOMINIUM by Declaration of Condominium filed among the Public Records of Broward County, Florida in Official Records Book _____ at Page ____; and,

→ Clerk File Number - 83-010921

WHEREAS, BARNETT BANK OF SOUTH FLORIDA is desirous of evidencing its consent to the filing of said Declaration of Condominium;

NOW, THEREFORE, in consideration of the premises as well as the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid, the said BARNETT BANK OF SOUTH FLORIDA, by and through its authorized officers does consent to the Declaration of Condominium of COBBLE EAST CONDOMINIUM appearing among the Public Records of Broward County, Florida, in Official Records Book _____ at Page _____ and does likewise consent to the establishment of a condominium form of ownership for the condominium property described therein, under the aforementioned Declaration and in accordance with the laws of the State of Florida, it being the intention of BARNETT BANK OF SOUTH FLORIDA to fully consent thereto in all respects required by Section 718.104(5), Florida Statutes, in force on the date of the execution of these presents.

IN WITNESS WHEREOF, BARNETT BANK OF SOUTH FLORIDA has caused these presents to be duly executed by its duly authorized officers this 12th day of JANUARY, 1983.

IN THE PRESENCE OF:

BARNETT BANK OF SOUTH FLORIDA

By:

Artist:

(Soat)

[illegible]

BEFORE ME, the undersigned authority, personally appeared

respectively, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the Official Seal of said Corporation and that said instrument is the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Bellevue, Iowa,
said County and State, this 12th day of JANUARY, A.D. 1983.

My commission expires:

This instrument was prepared by:

Robert I. Shapiro
Shapiro & Leder
1050 Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 11 1985
LLOYD THRU GENERAL INS, UNDERWRITERS

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

DEF 10611 PG 137
REC

85-395536

AMENDMENT TO
DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
ADDING PHASE II
AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III

KNOW ALL MEN BY THESE PRESENTS that R.K.G. NORTH, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of COBBLE EAST CONDOMINIUM recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, and the owner and holder of all the property described in Article III of said Declaration of Condominium of COBBLE EAST CONDOMINIUM as "Phase I" property on the date of the execution and recording of said Declaration of Condominium, and as the present owner and holder of the property described on the Exhibit attached to this Amendment and made a part hereof, together with the persons executing the "Joinder and Consent" forms attached hereto and made a part hereof who are owners of the interests in the said Phase II property as reflected in said Joinder and Consent forms, which property is in the aggregate designated "Phase II" property on said Exhibit hereto, in accordance with the provisions of Paragraph E of Article X of said Declaration entitled "Amendment to Declaration", and with the requirements of The Condominium Act of the State of Florida, do declare and submit to condominium ownership the property described as "Phase II" on the Exhibit hereto, declaring and making said Phase II a part of the Condominium and Condominium Property of COBBLE EAST CONDOMINIUM.

THE SHARE OF THE COMMON ELEMENTS, COMMON EXPENSE AND COMMON SURPLUS attributable to each Unit upon the addition of Phase II is reflected on Exhibit #2 to the Declaration of Condominium abovescribed as originally recorded, which Exhibit #2 appears in Official Records Book 10611 at Page 113, Public Records of Broward County, Florida, as demonstrated thereon when Phases I and II are completed and declared a part of this Condominium.

FURTHER, Article IV of the Declaration of Condominium of COBBLE EAST CONDOMINIUM as abovescribed is hereby amended to permit the Developer to add Phase III to the Condominium at any time prior to December 31, 1986.

COBBLE EAST CONDOMINIUM ASSOCIATION, INC., joins in and approves the foregoing Amendment and states that said Amendment has been unanimously approved by all unit owners in Phase I and Phase II (herewith declared) and their Mortgagees, as is evidenced by the executed Joinders and Consents forms and the Consent and Approval forms attached hereto.

IN WITNESS WHEREOF, R.K.G. NORTH, INC., and COBBLE EAST CONDOMINIUM ASSOCIATION, INC., have caused this AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III to be executed by their duly authorized officers and their seals to be affixed this 20th day of November, 19 85.

IN THE PRESENCE OF:

R.K.G. NORTH, INC.

Michelle Baumgardner
Victoria Blazewski

BY:

Richard E. Knowlton, Jr., President

(Corporate Seal)

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

Michelle Baumgardner
Victoria Blazewski

BY:

Richard E. Knowlton, Jr., President

ATTEST:

Alan J. Weckman, Asst. Secretary

(Corporate Seal)

This instrument was prepared by:

ROBERT I. SHAPIRO, ESQ.
SHAPIRO, LEDER, BREITNER & TAPLIN
Suite 1050, Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131

85 NOV 21 PM 2:26

OFF 12984 PAGE 876

→ Alan J. Weckman Esq.
169 St. W. 2nd Ave #102
Doraville Ga 30134
10/29/85

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

Richard E. Knowlton, Jr., President

of R.K.G.⁴⁷ NORTH, INC., to me well known, and he acknowledged before me that he executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officer by authority and on behalf of said Corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Deerfield Beach, said County and State this 20th day of November, 1985.

Michelle S. Baum-Galper
NOTARY PUBLIC

My commission expires:



STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

Richard E. Knowlton, Jr., President and Alan J. Werksman, Asst. Secretary

of COBBLE EAST CONDOMINIUM ASSOCIATION, INC., to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officers by authority and on behalf of said Corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Deerfield Beach, said County and State this 20th day of November, 1985.

Michelle S. Baum-Galper
NOTARY PUBLIC

My commission expires:



EXHIBIT
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
ADDING PHASE II
AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

This Exhibit consists of four (4) pages, this Page A containing the following Notes and the Surveyor's Certificate, and three (3) pages which constitute the Survey, Plot Plan and Graphic Description of Improvements of PHASE II of COBBLE EAST CONDOMINIUM.

NOTES:

1. Notes A through D, Inclusive, in Exhibit #1 to the original Declaration of Condominium, which Notes appear in Official Records Book 10611 at Page 97 of the Public Records of Broward County, Florida, are by reference restated and incorporated into this Exhibit.
2. Page 1 of the drawings hereto contains a drawing exhibiting Phase I, which has already been declared a part of this Condominium, Phase II which is declared herewith, and additional property (with Improvements in progress thereon shown) which constitutes the sites of proposed Phases III and IV. However, at the time of the recording of this Amendment to Declaration, those Phases III and IV are not a part of this Condominium and will become a part of this Condominium only in accordance with the provisions of the Declaration of Condominium providing for a supplement or amendment to the Declaration adding such Phases. This Amendment, the Certification herein contained, and the legal description contained on Page 1 of the drawings, are applicable to Phase II only.

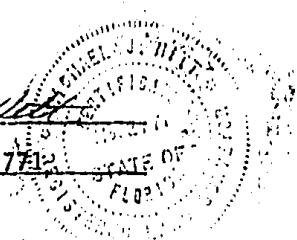
CERTIFICATE OF SURVEYOR

I, Michael J. Hitt, of Sunrise, Broward County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 2771, authorized and licensed to practice in the State of Florida, and that construction of the Improvements of PHASE II of COBBLE EAST CONDOMINIUM is substantially complete so that the attached Survey, Plot Plan and Graphic Description of Improvements, together with the provisions of the Declaration of Condominium describing the Phase II Condominium Property, present an accurate representation of the location and dimensions of the Improvements constituting PHASE II and that the identification, location and dimensions of the common elements and of each unit in PHASE II can be determined from these materials.

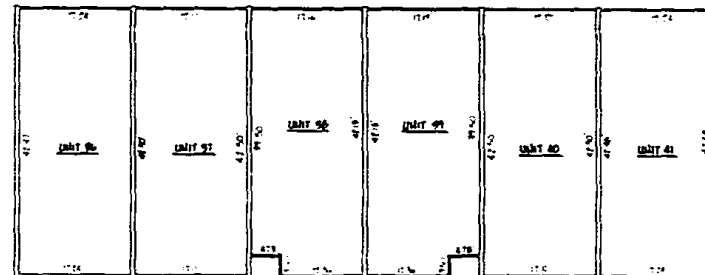
DENI ASSOCIATES

DATED 8-12-85

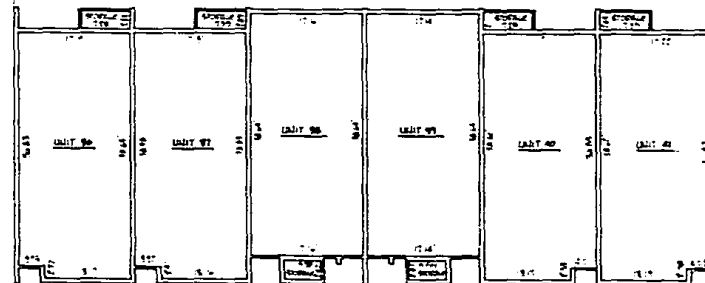
Michael J. Hitt
Registered Land Surveyor # 2771



OFF 12984 PAGE 878



SECOND FLOOR



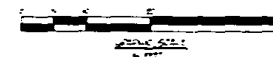
FIRST FLOOR

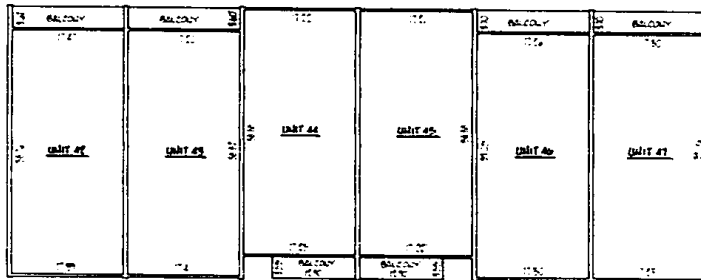
CONDOMINIUM UNIT ELEVATIONS
 SECOND FLOOR 25' 00" ± 10' 00"
 FIRST FLOOR 25' 00" ± 10' 00"



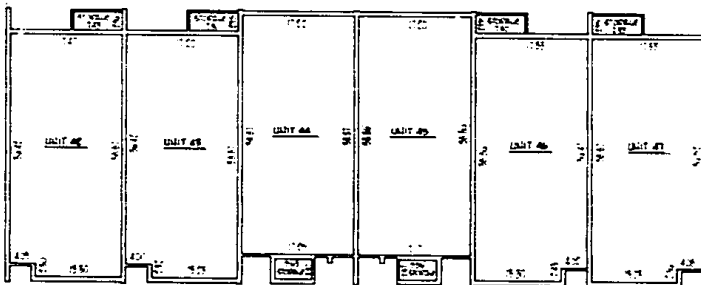
BUILDING H

PHASE II COBBLE EAST CONDOMINIUM





SECOND FLOOR

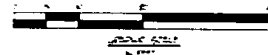


FIRST FLOOR

COMPOUNDING UNIT ELEVATIONS		
SECOND FLOOR	22.442	+ 0.00
	FLOOR	+ 0.00
4th FLOOR	22.444	+ 0.00
	FLOOR	+ 0.00

BUILDING I

PHASE II
COBBLE EAST
CONDOMINIUM



CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 1 in BUILDING A in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 5 day of ^{Sept.}~~August~~, 1985.

IN THE PRESENCE OF:

Deane L. Ciulla
John Knapp

Robert J. Ramsden (SEAL)
Robert J. Ramsden

(SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby Joins(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

Mama Greenberg
Michele Anz

Atlantic Federal Savings & Loan Association
(Name of Corporation)
By: Charles V. Durkin
Charles V. Durkin, Vice President
Lois L. Vail
Lois L. Vail, Assistant Secretary

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5 day of ^{Sept.}~~August~~, 1985, by Robert J. Ramsden, a single person

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPI. JUNE 2, 1989
BONDED THRU GENERAL INS. UND.

My commission expires:

Dora E. Kewellton
NOTARY PUBLIC

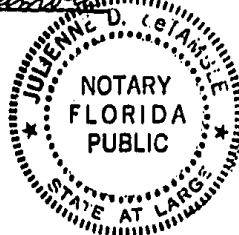
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11th day of October, 1985, by Charles V. Durkin and Lois L. Vail the Vice President and Assistant Secretary, respectively of Atlantic Federal Savings and Loan Association of Fort Lauderdale, a corporation under the laws of the State of Florida, on behalf of the Corporation, United States of America

Notary Public, State of Florida
My commission expires: My Commission Expires May 14, 1989
Bonded Thru Troy Ind. Insurance, Inc.

Juhenne D. deLamble
NOTARY PUBLIC



OFF 12984 PAGE 882

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 2 in BUILDING A in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 8 day of November 1985.

IN THE PRESENCE OF:

Carol Reale

Vickie L. Bennett (SEAL)
Vickie L. Bennett

(SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby Join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

Anna Wilkinson

Magnet Bank, F.S.B.
(Name of Corporation)
Charles O. Morris II
Assistant Vice President

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8th day of November, 1985, by Vickie L. Bennett, a single person

Karen L. [Signature]
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida
My Commission Expires Aug. 15, 1986
Bonded This Day For Insurance, 100.

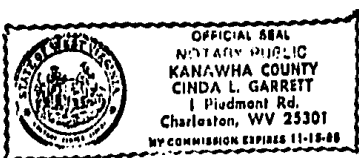
ACKNOWLEDGEMENT

STATE OF West Virginia
COUNTY OF Kanawha

The foregoing instrument was acknowledged before me this 5th day of November, 1985, by Archibald Morris II, the Assistant Vice President and Charles O. Morris II, respectively of Magnet Bank, F.S.B., a corporation under the laws of the United States of America, on behalf of the Corporation.

Cinda L. Garrett
NOTARY PUBLIC

My commission expires: 11-15-88



REC 12984 PAGE 863

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 3 in BUILDING A in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 27 day of August, 1985.

IN THE PRESENCE OF:

[Signature]
[Signature]

Charles F. Iisley (SEAL)
Charles F. Iisley (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

There is no mortgage on this unit
(Name of Corporation)

ACKNOWLEDGEMENT

STATE OF Michigan
COUNTY OF Oakland

The foregoing Instrument was acknowledged before me this 27th day of August, 1985, by Charles F. Iisley, a single person

Rebecca Lynn Paquin
NOTARY PUBLIC

My commission expires:
REBECCA LYNN PAQUIN
Notary Public, Oakland County, MI
My Commission Expires Mar. 14, 1988

ACKNOWLEDGEMENT

STATE OF Michigan
COUNTY OF Oakland

The foregoing Instrument was acknowledged before me this _____ day of _____, 1985, by _____ the _____ and _____, respectively of _____, a corporation under the laws of the State of _____, on behalf of the Corporation.

NOTARY PUBLIC

My commission expires:

DEF 12984 PAGE 884

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 4 in BUILDING A in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, doles) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 29th day of August, 1985.

IN THE PRESENCE OF:

Lisa L. Culla
Dora E. Kowalton

Clinton E. Ramsden (SEAL) ✓

(SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

Laura Murray
Margaret Chavers

LOAN AMERICA FINANCIAL CORPORATION
(Name of Corporation)

By: Patricia M. Langley
Patricia M. Langley
Vice President

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of August, 1985, by
Clinton E. Ramsden, a single person

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 20, 1989
BONDED THRU GENERAL INS. UND.

NOTARY PUBLIC

My commission expires:

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of November, 1985, by
Patricia M. Langley

the Vice President and N/A, respectively of Loan
America Financial Corporation, a corporation under the laws of the
State of Florida, on behalf of the Corporation.

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 30, 1989
BONDED THRU GENERAL INS. UND.

OFF 12984 PAGE 865

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 5 in BUILDING A in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 29th day of October, 1985.

IN THE PRESENCE OF:

Cora C. Ellis
Jessie W. Smith

David W. Lf (SEAL)
B (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

Anna J. Wilkerson

MAGNET BANK, F.S.B.

(Name of Corporation)

Cuchi O. Wright
Assistant Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of October, 1985, by
DAVID W. LANGLEY

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPI. MAR 14, 1993
BONDED THRU GENERAL INC. UND.

David W. Lf
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF West Virginia
COUNTY OF Kanawha

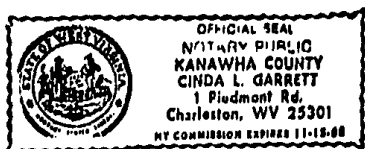
The foregoing instrument was acknowledged before me this 15th day of November, 1985, by

Archie C. Morris
the Assist. Vice President

of Magnet Bank, F.S.B., a corporation under the laws of the United
States of America, on behalf of the Corporation.

Cinda L. Garrett
NOTARY PUBLIC

My commission expires: 11-15-88



OFF 12984 PAGE 886

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 6 in BUILDING A in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 21st day of August, 1985.

IN THE PRESENCE OF:

Michelle S. Baum-Galper
[Signature]

Sharon Greenfelt (SEAL)
[Signature] (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby Join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

BARNETT BANK OF SOUTH FLORIDA, N.A.
(Name of Corporation)

Betty M. Jones
Marie Karas

By: [Signature]

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of August, 1985, by Sharon Greenfelt, a single person

Michelle S. Baum-Galper
NOTARY PUBLIC

My commission expires:



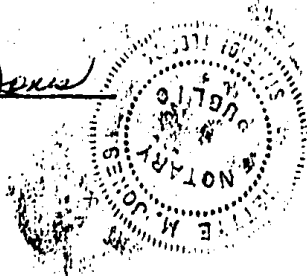
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8th day of October, 1985, by Donald Ruffalo the Vice President and Barnett Bank of South Florida, N.A., respectively of Barnett Bank of South Florida, N.A., a corporation under the laws of the State of United States, on behalf of the Corporation.

Betty M. Jones
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida
My Commission Expires March 24, 1987
Bonded thru Troy Fair Insurance, Inc.



REC 12984 PAGE 867

CONSENT AND APPROVAL
ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 7
in Building B in COBBLE EAST CONDOMINIUM, according to
the Declaration of Condominium thereof, recorded among the
Public Records of Broward County, Florida, in Official
Records Book 10611 at Page 72 do(es) hereby approve and
consent to the addition to said Condominium of Phase II
thereof as contemplated by Article IV of the original
Declaration of Condominium and as evidenced by the Amendment
to Declaration of Condominium of COBBLE EAST CONDOMINIUM
adding Phase II and extending the final date for the addition
of Phase III to which this Approval and Consent is attached
and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF I/WE have set our hand and seals
this 22th day of JULY, 1985.

WITNESSES:

August Tola
August Tola

Robert Barnes L.S.
Anna Elizabeth Barnes L.S. Barnes

The undersigned holder(s) of a mortgage on the
above referenced condominium unit, hereby join(s) in the
consent set forth above.

Helen Pappas
Lisa J. Schuring

Terrance J. Martin, Sr.
Mary Jane Martin

ACKNOWLEDGMENT

COUNTRY BUNDESREPUBLIK DEUTSCHLAND

BEFORE ME personally appeared ROBERT BARNES and
LISA BARNES, his wife, to me well known and known to me to be
the persons described in and who executed the foregoing
instrument, and acknowledged to and before me that they
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22th day
of JULY, 1985.

Notary Public
Country of IMMENSTADT/BUNDESREPUBLIK
DEUTSCHLAND

Commission Expires:

STATE OF FLORIDA
COUNTY OF MARION

ACKNOWLEDGMENT

BEFORE ME personally appeared TERRY MARTIN and MARY
JANE MARTIN, his wife, to me well known and known to me to be
the persons described in and who executed the foregoing
instrument, and acknowledged to and before me that they
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27th day
of October, 1985.

Notary Public

My Commission Expires:

G/108

OFF 12984 PAGE 808

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 8 in BUILDING B in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 29 day of August, 1985.

IN THE PRESENCE OF:

Jeri L. Becker
Dana E. Kusunton

Michael C. Huckaby (SEAL)
Rozzanne Huckaby (SEAL)
Rozzanne Huckaby

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby Join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

Rita Dechierer
Carolyn M. Koe

Cypress Savings Association

(Name of Corporation)

By:

Loren A. Mintz President

John J. Lombardo Asst. Secretary

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of August, 1985, by Michael C. Huckaby and Rozzanne Huckaby, husband and wife.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 20, 1989
BONDED THRU GENERAL INS. UND.

My commission expires:

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of October, 1985, by Loren A. Mintz and John J. Lombardo

the President and Asst. Secretary, respectively of Cypress Savings Association, a corporation under the laws of the State of Florida, on behalf of the Corporation.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 23 1987
BONDED THRU GENERAL INSURANCE UND

NOTARY PUBLIC

OFF 12984 PAGE 839

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 9 in BUILDING B in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 27th day of August, 1985.

IN THE PRESENCE OF:

Mahd. A. Gant
Maria Fernandez

Anthony P. Serino (SEAL)
Anthony P. Serino (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

Joyan J. Jasi
Rebecca Rayson

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION
(Name of Corporation)

BY: Patrick C. Andreu
Patrick C. Andreu, Vice President

Susan Zabawa
Susan Zabawa, Assistant Secretary

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27 day of August, 1985, by Anthony P. Serino

Sharon Denise Cogdell
NOTARY PUBLIC

My commission expires: Nov. 19, 1988

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of October, 1985, by Patrick C. Andreu and Susan Zabawa the Vice President and Assistant Secretary, respectively of Duval Federal Savings and Loan Association, a corporation under the laws of the State of Florida, on behalf of the Corporation.

Cheryl L. Keyes
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 26, 1989
Bonded thru Patterson - Becht Agency

OFF 12984 PAGE 890

CONSENT AND APPROVAL
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title owner(s) of UNIT 10 in BUILDING B in PHASE I of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 21st day of August, 1985.

IN THE PRESENCE OF:

Michelle Brown Golper
[Signature]

Richard H. Muth (SEAL)
Richard H. Muth

____ (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Consent and Approval set forth above.

IN THE PRESENCE OF:

Anna M. McKenion
[Signature]

MAGNET BANK, F.S.B.

(Name of Corporation)

Archib C. Morris II
Assist. Vice President

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of August, 1985, by Richard H. Muth, a single person

Michelle Brown Golper
NOTARY PUBLIC

My commission expires:

ACKNOWLEDGEMENT

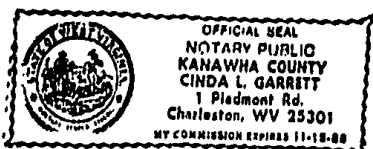


STATE OF West Virginia
COUNTY OF Kanawha

The foregoing instrument was acknowledged before me this 15th day of November, 1985, by Archib C. Morris II the Assist. Vice President, respectively of Magnet Bank, F.S.B., a corporation under the laws of the United States of America, on behalf of the Corporation.

Cinda L. Garrett
NOTARY PUBLIC

My commission expires: 11-15-88



Magnet Bank, F.S.B.

FOR FULL COPY

OFF 12984 PAGE 891

JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record titleholder(s) of UNIT 38 in BUILDING H in PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611, at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 19th day of August, 1985.

IN THE PRESENCE OF:

Alfred J. Wierman
Michelle D. Wierman

Vincent I. Kirchner
Vincent I. Kirchner

Blanche M. Kirchner
Blanche M. Kirchner

Bernard R. Kirchner
Bernard R. Kirchner

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of August, 1985 by Vincent I. Kirchner and Blanche M. Kirchner, husband and wife and Bernard R. Kirchner, a single person.

Alfred J. Wierman
Notary Public

My Commission expires:



JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record titleholder(s) of UNIT 41 in BUILDING H in PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611, at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 19th day of August, 1985.

IN THE PRESENCE OF:

Alfred J. Workman
Michelle S. Workman

Vincent I. Kirchner
Vincent I. Kirchner

Blanche M. Kirchner
Blanche M. Kirchner

Bernard R. Kirchner
Bernard R. Kirchner

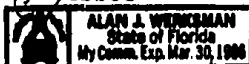
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of August, 1985 by Vincent I. Kirchner and Blanche M. Kirchner, husband and wife and Bernard R. Kirchner, a single person.

Alfred J. Workman
Notary Public

My Commission expires:



OFF 12984 PAGE 893

JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title holder(s) of UNIT 42 in BUILDING I in PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 21st day of August, 1985.

IN THE PRESENCE OF:

Michelle S. Baum-Galper
Jane Gutierrez

Julia Anez (SEAL)
Julia Anez (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby joins in the Joinder and Consent set forth above.

IN THE PRESENCE OF:

There is no mortgage on this unit
(Name of Corporation)

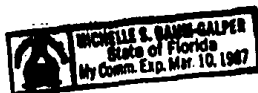
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of August, 1985, by Julia Anez, a single person

Michelle S. Baum-Galper
NOTARY PUBLIC

My commission expires:



ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1985, by the _____ and _____, respectively of _____, a corporation under the laws of the State of _____, on behalf of the Corporation.

NOTARY PUBLIC

My commission expires:

OFF 12984 PAGE 894

JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title holder(s) of UNIT 43 in BUILDING I in PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 30 day of August, 1985.

IN THE PRESENCE OF:

Harold J. Merritt Jr.
Surge E. G.

Thomas John Nosky (SEAL)
Thomas John Nosky (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Joinder and Consent set forth above.

IN THE PRESENCE OF:

CENTRAL SAVINGS AND LOAN ASSOCIATION
(Name of Corporation)

By: Lawrence J. Hickey AVP
D. J. Hickey AVP

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30 day of August, 1985, by Thomas John Nosky, a single person

NOTARY PUBLIC STATE OF FLORIDA AT LANDTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES OCT 2 1985
BONDED THRU GENERAL INS. UNDERWRITERS

ACKNOWLEDGEMENT

STATE OF California
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 8TH day of OCTOBER, 1985, by KARL HOPKINS the President Vice President and D. J. HICKEY, respectively of Central Savings, a corporation under the laws of the State of CALIFORNIA on behalf of the Corporation.

My commission expires:

8-7-89



Marianne J. Dunlap
NOTARY PUBLIC



OFF 12984 PAGE 895

JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title holder(s) of UNIT 44 In BUILDING I In PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 21st day of August, 1985.

IN THE PRESENCE OF:

Michelle Barea Gelpi
[Signature]

[Signature] (SEAL)
David K. Seplow
[Signature] (SEAL)
Rose Seplow

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Joinder and Consent set forth above.

IN THE PRESENCE OF:

[Signature]
Mary Higgins, Manager

GOLDDOME REALTY CREDIT CORP.
(Name of Corporation)
BY: [Signature]
Nancy C. Strup, Assistant Vice President

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of August, 1985, by David K. Seplow, a single person and Rose Seplow, a married woman.

Michelle Barea Gelpi
NOTARY PUBLIC

My commission expires:



ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 10 day of October, 1985, by Nancy C. Strup the Asst. Vice Pres and Mary Higgins, respectively of Goldome Realty Credit Corp., a corporation under the laws of the State of New York, on behalf of the Corporation.

Viola R. Syta
NOTARY PUBLIC
VIOLA R. SYTA #4683384
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1986

My commission expires:

OFF 12984 PAGE 896

JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title holder(s) of UNIT 45 in BUILDING I in PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 26th day of August, 1985.

IN THE PRESENCE OF:

Michelle S. Baumgardner
[Signature]

Ronald P. Muller (SEAL)
Ronald P. Muller
Dorothy J. Muller (SEAL)
Dorothy J. Muller

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Joinder and Consent set forth above.

IN THE PRESENCE OF:

THE FIRST FEDERAL SAVINGS BANK

(Name of Corporation)

By: [Signature]
Richard P. Novak, Vice President

[Signature]
Robert J. Vana, Corporate Secretary

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of August, 1985, by Ronald P. Muller

Michelle S. Baumgardner
NOTARY PUBLIC

My commission expires:



ACKNOWLEDGEMENT

STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 20th day of November, 1985, by Richard Novak and Robert J. Vana, the Vice President and Secretary, respectively of The First Federal Savings Bank, a corporation under the laws of the United States of America, on behalf of the Corporation.

C. Fred Myers
NOTARY PUBLIC

My commission expires:

C. FRED MYERS, Notary Public
State of Ohio,
My Commission Expires Oct. 4, 1988

OFF 12984 PAGE 897

DEF 12984 PAGE 838
REC 1

JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title holder(s) of UNIT 46 in BUILDING I in PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 21st day of August, 1985.

IN THE PRESENCE OF:

Michelle Bacon Greer
[Signature]

William Schecter (SEAL)
William Schecter
Evonne L. Schecter (SEAL)
Evonne L. Schecter

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby join(s) in the Joinder and Consent set forth above.

IN THE PRESENCE OF:

Anna Dickinson

MAGNET BANK, F.S.B.
(Name of Corporation)
Archie C. Morris II
Assist. Vice President

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of August, 1985, by William Schecter and Evonne L. Schecter, husband and wife.

Michelle Bacon Greer
NOTARY PUBLIC

My commission expires:



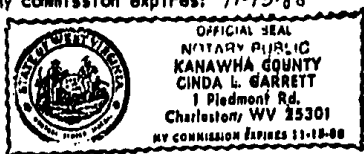
ACKNOWLEDGEMENT

STATE OF West Virginia
COUNTY OF Kanawha

The foregoing instrument was acknowledged before me this 15th day of November, 1985, by Archie C. Morris II the Assist. Vice President of Magnet Bank, F.S.B., a corporation under the laws of the United States of America, on behalf of the Corporation.

Cinda L. Garrett
NOTARY PUBLIC

My commission expires: 11-15-88



OEE 12984 PAGE 899

JOINDER AND CONSENT
TO ADDING PHASE II TO COBBLE EAST CONDOMINIUM
AND
TO AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, record title holder(s) of UNIT 47 in BUILDING I in PHASE II of COBBLE EAST CONDOMINIUM, according to the Declaration of Condominium thereof, recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, do(es) hereby approve and consent to the addition of Phase II to said Condominium as contemplated in Article IV of the original Declaration of Condominium and as evidenced by the AMENDMENT TO DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE II AND EXTENDING THE DATE FOR THE ADDITION OF PHASE III, to which this Joinder and Consent is attached and which Amendment is hereby joined in, consented to and approved.

IN WITNESS WHEREOF, I/we have set our hands and seals this 26 day of August, 1985.

IN THE PRESENCE OF:

Edward F. Vi
Richard J. Sumner

Darrel C. Hawksley (SEAL)
Darrel C. Hawksley
____ (SEAL)

THE UNDERSIGNED, holder(s) of a mortgage on the above identified Condominium Unit, hereby Joins in the Joinder and Consent set forth above.

IN THE PRESENCE OF:

Betsy Howe
[Signature]

UNITED FIRST FEDERAL
(Name of Corporation)
By: William M. Ross
William M. Ross
Senior Vice President

ACKNOWLEDGEMENT

STATE OF Massachusetts
COUNTY OF Norfolk

The foregoing Instrument was acknowledged before me this 26 day of August, 1985, by
Darrel C. Hawksley

John F. Warden
NOTARY PUBLIC

My commission expires:
Dec. 28, 1987

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing Instrument was acknowledged before me this 10th day of October, 1985, by
WILLIAM M. ROSS
the Senior Vice President and, respectively of United First
Federal Savings and Loan Association, a corporation under the laws of the United
States of America, on behalf of the Corporation.

Betsy Howe
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 10, 1987
BONDED THRU GENERAL INS. UND.

OFF REC 12984 PAGE 900

AMENDMENT TO
DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM

R.K.G. 47 NORTH INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of COBBLE EAST CONDOMINIUM recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, together with the persons executing the "Joinder and Consent" forms attached hereto and made a part hereof who are owners of interests in the condominium as reflected in said Joinder and Consent forms, in accordance with the provisions of Article X of said Declaration entitled "Amendment to Declaration", and with the requirements of The Condominium Act of the State of Florida, do hereby amend Article VII of the Declaration of Condominium of COBBLE EAST CONDOMINIUM as above described to permit amendment of that Article only by consent of 75% of all unit owners.

COBBLE EAST CONDOMINIUM ASSOCIATION, INC., joins in and approves the foregoing Amendment and states that said Amendment has been approved by two-thirds of all unit owners (herewith declared) as is evidenced by the executed Joinder and Consent forms and the Consent and Approval forms attached hereto.

IN WITNESS WHEREOF, R.K.G.47 NORTH INC., and COBBLE EAST CONDOMINIUM ASSOCIATION, INC., have caused this AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM to be executed by their duly authorized officers and their seals to be affixed this 20th day of November, 1985.

IN THE PRESENCE OF:

R.K.G. 47 NORTH, INC., a Florida corporation

Victoria Blazynski

By:

Richard E. Kuntz

Michelle Brundage
(Corporate Seal)

COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

Victoria Blazynski

By:

Richard E. Kuntz

Michelle Brundage
(Corporate Seal)

Attest:

Allegre

This instrument was prepared by:

DAVID W. LANGLEY, ESQUIRE
SAUNDERS, CURTIS, GINESTRA & GORE
Post Office Drawer 4078
Fort Lauderdale, Florida 33338

OFF 12984 PAGE 901

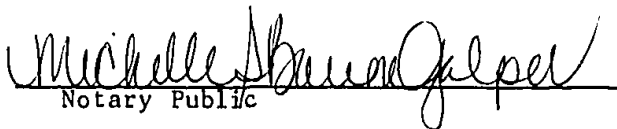
State of Florida

§

County of Broward

Before me the undersigned authority, personally appeared RICHARD E. KNOWLTON, Jr. President of R.K.G. 47 NORTH, INC., to me well known and he acknowledged before me that he executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officer by authority and on behalf of said corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Deerfield Beach, said County and State this 20th day of November, 1985.


Notary Public

My commission expires:

State of Florida

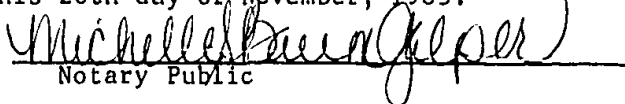
§

County of Broward



Before me the undersigned authority, personally appeared RICHARD E. KNOWLTON, JR. and ALAN J. WERKSMAN, the President and Asst. Secretary of COBBLE EAST CONDOMINIUM ASSOCIATION, INC., to me well known and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officers by authority and on behalf of said corporation, and its free act and deed.

IN WITNESS WHEREOF, i have hereunto set my hand and seal at Deerfield Beach, said County and State this 20th day of November, 1985.


Notary Public

My commission expires:



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

OFF 12984 PAGE 902

AMENDMENT TO
DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
ADDING PHASE III

86-112627

KNOW ALL MEN BY THESE PRESENTS that R.J.G. 47 NORTH, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of COBBLE EAST CONDOMINIUM recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, as amended by Instrument dated November 20, 1985, recorded among the Public Records of Broward County, Florida in Official Records Book 12984 at Page 876, which Amendment, among other things, added (declared) Phase II a part of this Condominium, and the owner and holder of all the property described in Article III of said Declaration of Condominium of COBBLE EAST CONDOMINIUM as "Phase I" property on the date of the execution and recording of said Declaration of Condominium, and as the present owner and holder of the property described on the Exhibit attached to this Amendment and made a part hereof, which property is in the aggregate designated "Phase III" property on said Exhibit hereto, in accordance with the provisions of Paragraph E of Article X of said Declaration entitled "Amendment to Declaration", with the Amendment to the Declaration hereinbefore described, and with the requirements of The Condominium Act of the State of Florida, do declare and submit to condominium ownership the property described as "Phase III" on the Exhibit hereto, declaring and making said Phase III a part of the Condominium and Condominium Property of COBBLE EAST CONDOMINIUM.

THE SHARE OF THE COMMON ELEMENTS, COMMON EXPENSE AND COMMON SURPLUS attributable to each Unit upon the addition of Phase III is reflected on Exhibit #2 to the Declaration of Condominium abovescribed as originally recorded, which Exhibit #2 appears in Official Records Book 10611 at Page 113, Public Records of Broward County, Florida, as demonstrated thereon when Phases I, II and III are completed and declared a part of this Condominium.

IN WITNESS WHEREOF, R.J.G. 47 NORTH, INC., has caused this AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE III to be executed by its duly authorized officers and its seal to be affixed this 27 day of MARCH, 19 86

IN THE PRESENCE OF:

R.J.G. 47 NORTH, INC.

BY

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

RICHARD E. KNOWLTON JR.

of R.J.G. 47 NORTH, INC., to me well known, and he acknowledged before me that he executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officer by authority and on behalf of said Corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, said County and State, this 27 day of MARCH, 19 86.

Dora E. Knowlton
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 2, 1989
BOWLED THRU GENERAL INS. UND.

This instrument was prepared by:

Robert I. Shapiro
Shapiro, Leder, Breitner & Taplin
1050 RivaGate Plaza
444 Brickell Avenue
Miami, Florida 33131

ALAN J. WERKSMAN, ESQ.
160 S. W. 12th Ave., Suite 109
Deerfield Beach, FL 33441

Return to >

21
20H

33 MAR 31 AM 1:13

REC 13287 PG 947

EXHIBIT #1
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
CORALE EAST CONDOMINIUM
ADDING PHASE III
(Continued)

LEGAL DESCRIPTION

PHASE III

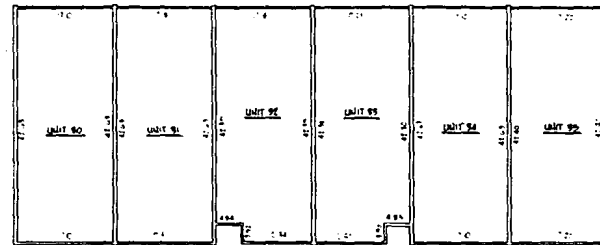
That portion of Parcel A, JTL - MAF PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Parcel A; thence N.89°53'37"E. (on an assumed bearing) along the North line of said Parcel A for 239.70 feet to the Point of Beginning; thence continue N.89°53'37"E. along said North line for 77.00 feet to the Northeast corner of said Parcel A; thence S.0°00'22"W. along the East line of said Parcel A for 263.03 feet; thence N.89°59'38"W. for 119.00 feet; thence N.0°00'22"E. for 194.80 feet; thence East for 42.00 feet; thence N.0°00'22"E. for 68.07 feet to the Point of Beginning.

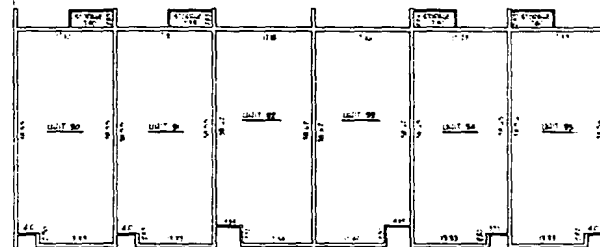
OFF 13287 Pg 948

OFF 13287 PG 950
REC

Page 2 of 2 Pages

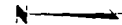


SECOND FLOOR

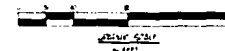


FIRST FLOOR

CONTINUED ON UNIT ELEVATIONS
NOT TO SCALE
FIRST FLOOR
SECOND FLOOR
THIRD FLOOR
FOURTH FLOOR



PHASE 3 COBBLE EAST CONDOMINIUM



BUILDING 4

7

EXHIBIT
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
ADDING PHASE III

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

This Exhibit consists of four (4) pages, this Page A containing the following Notes and the Surveyor's Certificate, Page B containing the Legal Description of Phase III, and two (2) pages which constitute the Survey, Plot Plan and Graphic Description of Improvements of PHASE III of COBBLE EAST CONDOMINIUM.

NOTES:

1. Notes A through D, inclusive, in Exhibit #1 to the original Declaration of Condominium, which Notes appear in Official Records Book 10611 at Page 97 of the Public Records of Broward County, Florida, are by reference restated and incorporated into this Exhibit.
2. Page 1 of the drawings hereto contains a drawing exhibiting Phases I and II, which have already been declared a part of this Condominium, Phase III which is declared herewith, and additional property (with improvements in progress thereon shown) which constitutes the site of proposed Phase IV. However, at the time of the recording of this Amendment to Declaration, Phase IV is not a part of this Condominium and will become a part of this Condominium only in accordance with the provisions of the Declaration of Condominium providing for a supplement or amendment to the Declaration adding such Phase. This Amendment, the Certification herein contained, and the legal description contained on Page B hereof, are applicable to Phase III only.
3. At the time of the Certification of this Amendment, only Building "G" in Phase III is sufficiently complete to be certified by the Surveyor. Building "F", the remaining building in Phase III is under construction and not substantially complete.

CERTIFICATE OF SURVEYOR

I, Michael J. Hitt, of Sunrise, Broward County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 2771, authorized and licensed to practice in the State of Florida, and that construction of the Improvements of Building "G" of PHASE III of COBBLE EAST CONDOMINIUM is substantially complete so that the attached Survey, Plot Plan and Graphic Description of Improvements, together with the provisions of the Declaration of Condominium describing the Phase III Condominium Property, present an accurate representation of the location and dimensions of the Improvements constituting Building G of PHASE III and that the identification, location and dimensions of the common elements and of each unit in Building G of PHASE III can be determined from these materials.

I further certify that all planned Improvements, including but not limited to landscaping, utility services, and access to each unit in Building G in PHASE III, and the common element facilities serving Building G in PHASE III, have been substantially completed.

DATED 3/25/86

Michael J. Hitt
Registered Land Surveyor # 2771

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

OFF
REC 13287 pg 951

86-112628

CONSENT TO THE FILING OF AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM, ADDING PHASE III

WHEREAS, Caribank, a Florida Banking Corporation is the owner and holder of a mortgage lien created by that certain Mortgage dated January 14, 1985, recorded among the Public Records of Broward County, Florida on January 16, 1985, in Official Records Book 12263, at Page 439, in which R.K.G. 47 NORTH, INC., a Florida corporation, was Mortgagor; and,

WHEREAS, portions of the real property subject to the aforementioned mortgage lien has been created a condominium known as COBBLE EAST CONDOMINIUM, by Declaration of Condominium filed among the Public Records of Broward County, Florida in Official Records Book 10611, at Page 72; as amended by Amendment to Declaration of Condominium Cobble East Condominium Adding Phase II and Extending the Date for the Additions of Phase III, recorded in Official Records Book 12984 at Page 876, Public Records of Broward County, Florida; and

WHEREAS, Caribank, a Florida Banking Corporation desires to evidence it's consent to the Amendment to the said Declaration of Condominium; and

WHEREAS, the Developer has further amended the Declaration of Condominium by Amendment Adding Phase III, and has requested Caribank, a Florida Banking Corporation to evidence it's consent thereto;

NOW, THEREFORE, in consideration of the premises as well as the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid, the said Caribank, a Florida Banking Corporation, by and through its authorized officer does consent to the Amendments to Declaration of Condominium of COBBLE EAST CONDOMINIUM adding Phase II as hereinafter described and adding Phase III, recorded among the Public Records of Broward County, Florida, under Clerk's File Number 86-112627, and does likewise consent to the addition of said Phases II and III to the Condominium Property described in the aforementioned Declaration of Condominium and to the establishment of a condominium form of ownership for the condominium properties described in said Amendments, in accordance with the provisions of the aforementioned Declaration of Condominium and in accordance with the laws of the State of Florida, it being the Intention of Caribank, a Florida Banking Corporation to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of execution of these presents, and to confirm and ratify its consent to the Declaration of Condominium and the Amendments heretofore described.

IN WITNESS WHEREOF, Caribank, a Florida Banking Corporation, has caused these presents to be duly executed by its duly authorized officer this 31st day of March, 1986.

IN THE PRESENCE OF:

CARIBANK, a Florida Banking Corporation

Leland D. O'Connell
Karen Murray

By: [Signature]
(Corporate Seal)

STATE OF FLORIDA)
COUNTRY OF BROWARD)

§

BEFORE ME, the undersigned authority, personally appeared Leland D. O'Connell Executive Vice President of Caribank, a Florida Banking Corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution to be his (her) free act and deed as such officer for the uses and purposed therein mentioned and that (s)he affixed thereto the Official Seal of said Caribank, a Florida Banking Corporation and that said instrument is the act and deed of said Caribank, a Florida Banking Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Dania, said County and State this 31st day of March, A.D. 1986.

My Commission Expires:

Leland D. O'Connell
Notary Public

This Instrument was prepared by: Alan J. Werksman, Esq.
160 S.W. 12th Avenue, Suite 109
Deerfield Beach, Florida 33442

OFF 13287 pg 952

5-011

AMENDMENT TO
DECLARATION OF CONDOMINIUM COBBLE EAST CONDOMINIUM
CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE III

86272507

KNOW ALL MEN BY THESE PRESENTS that R.K.G. 47 NORTH, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of COBBLE EAST CONDOMINIUM recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, as amended by Instrument dated November 20, 1985, recorded among the Public Records of Broward County, Florida in Official Records Book 12984 at Page 876, which Amendment, among other things, added (declared) Phase II a part of this Condominium, and as amended by Instrument dated March 27, 1986, recorded among the Public Records of Broward County, Florida, in Official Records Book 13287 at Page 947, which Amendment added (declared) Phase III a part of this Condominium, but which Amendment contained a certificate of substantial completion by the surveyor only as the improvements constituting Building "G" in Phase III, the improvements constituting Building "F" not then being sufficiently complete to permit the surveyor's certification required under Section 718.104(4)(e) of the Florida Statutes with regard thereto, hereby makes and executes this Amendment to record a Certificate of the Surveyor which certifies to the completion of all construction in said Phase III, in accordance with the requirements of Florida Statutes Section 718.104(4)(e) including but not limited to the improvements described as Building "F" on the drawing which are part of the Exhibit attached hereto and made a part hereof.

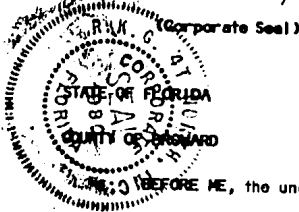
IN WITNESS WHEREOF, R.K.G. 47 NORTH, INC., has caused this AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE III to be executed by its duly authorized officers and its seal to be affixed this 25th day of July 19 86.

IN THE PRESENCE OF:

Shane A. Cullen
John Knapp

R.K.G. 47 NORTH, INC.

BY Richard E. Knowlton, Jr.
RICHARD E. KNOWLTON, JR., President



RICHARD E. KNOWLTON, Jr., President

of R.K.G. 47 NORTH, INC., to me well known, and he acknowledged before me that he executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officer by authority and on behalf of said Corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, said County and State, this 25th day of July, 19 86.

Dora E. Knowlton
NOTARY PUBLIC

My commission expires:

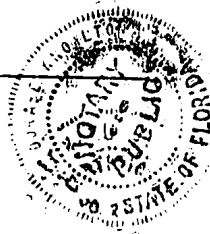
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 1, 1987
BROWARD COUNTY, FLORIDA

This instrument was prepared by:

Robert I. Shapiro
Shapiro, Leder, Breitner & Taplin
1050 Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131

Record & Return To:

Alan J. Werksman, Esq.
160 S.W. 12th Avenue #109
Deerfield Beach, FL 33442-3102



JUL 25 11 15 AM '86

OFF 13590P6 707

EXHIBIT

TO AMENDMENT TO DECLARATION OF CONDOMINIUM

COBBLE EAST CONDOMINIUM

CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE III

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

This Exhibit consists of four (4) pages, this Page A containing the following Notes and the Surveyor's Certificate, Page B containing the Legal Description of Phase III, and two (2) pages which constitute the Survey, Plot Plan and Graphic Description of Improvements of PHASE III of COBBLE EAST CONDOMINIUM.

NOTES:

1. Notes A through D, Inclusive, in Exhibit #1 to the original Declaration of Condominium, which Notes appear in Official Records Book 10611 at Page 97 of the Public Records of Broward County, Florida, are by reference restated and incorporated into this Exhibit.

2. Page 1 of the drawings hereto contains a drawing exhibiting Phases I, II and III, which have already been declared a part of this Condominium, and additional property (with Improvements in progress thereon shown) which constitutes the site of proposed Phase IV. However, at the time of the recording of this Amendment to Declaration, Phase IV is not a part of this Condominium and will become a part of this Condominium only in accordance with the provisions of the Declaration of Condominium providing for a supplement or amendment to the Declaration adding such Phase. This Amendment and the Certification herein contained are applicable to Phase III only, and are made executed and recorded to complete the certification of all the Improvements within Phase III (including but not limited to Building "F" in Phase III) as required by Section 718.104(4)(e), Florida Statutes.

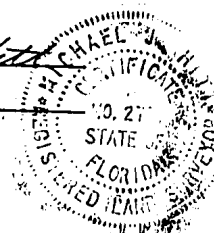
3. Page 1 of the drawings attached hereto supplements, modifies, and amends the drawing appearing in Official Records Book 13287 at Page 949. Page 2 is the additional drawing reflecting as-built conditions of Building "F" in Phase III. The Certificate below (applicable to Building "F") completes the required certification for all of Phase III of Cobble East Condominium. Exhibit #1 to the original Declaration of Condominium as it reflected the proposed Phase III (appearing in Official Records Book 10611 at Pages 106 through 108 Inclusive) is accordingly amended by the Amendment adding Phase III appearing in Official Records Book 13287 at Page 947 and by this Amendment. (All references to official record books and pages are to the Public Records of Broward County, Florida)

CERTIFICATE OF SURVEYOR

I, Michael J. Hitt, of Sunrise, Broward County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 2771, authorized and licensed to practice in the State of Florida, and that construction of all of the Improvements of PHASE III of COBBLE EAST CONDOMINIUM is now substantially complete so that the attached Survey, Plot Plan and Graphic Description of Improvements, together with the provisions of the Declaration of Condominium as heretofore amended describing the Phase III Condominium Property, present an accurate representation of the location and dimensions of all of the Improvements including but not limited to Building "F" in PHASE III, and that the identification, location and dimensions of the common elements and of each unit in PHASE III can be determined from these materials and from the Amendment adding Phase III to the Condominium which appears among the Public Records of Broward County, Florida, in Official Records Book 13287 at Page 947.

DATED 7-29-86

Michael J. Hitt
Registered Land Surveyor # 2771



OFF 13590Pg 708

EXHIBIT

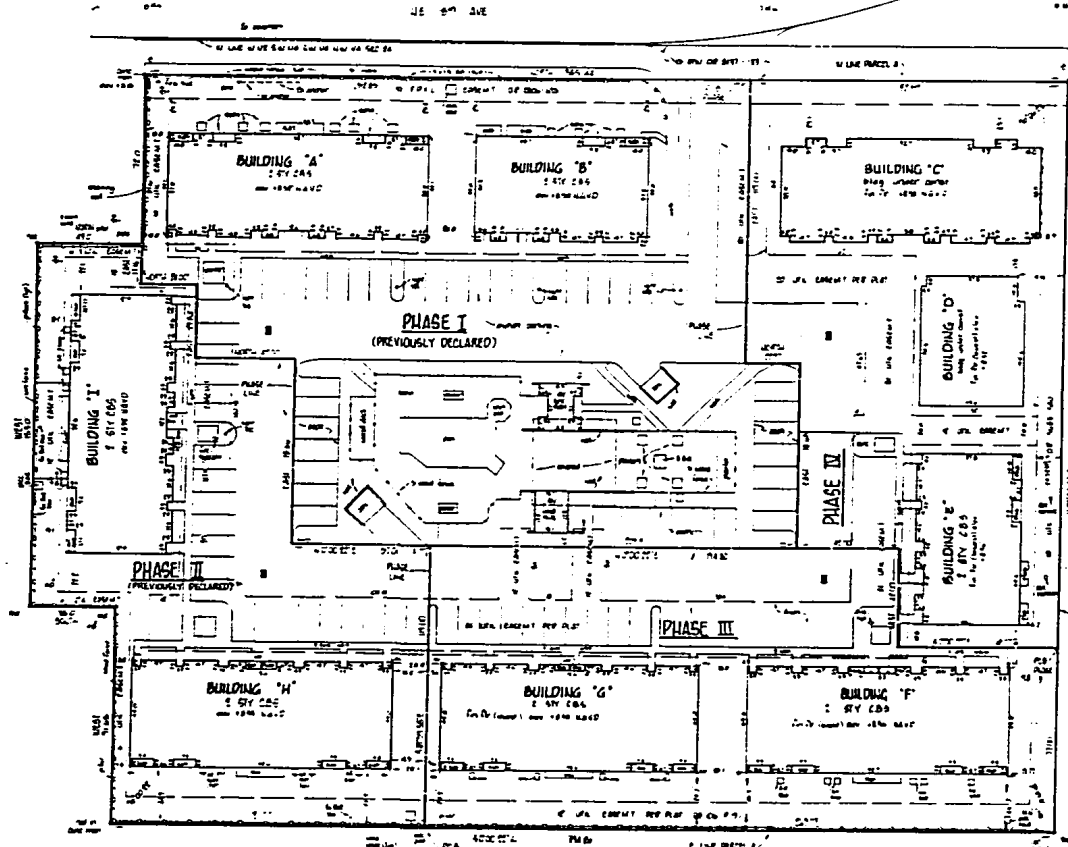
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE III
(Continued)

LEGAL DESCRIPTION

PHASE III

That portion of Parcel A, JTL - MAF PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Parcel A; thence N.89°53'37"E. (on an assumed bearing) along the North line of said Parcel A for 239.70 feet to the Point of Beginning; thence continue N.89°53'37"E. along said North line for 77.00 feet to the Northeast corner of said Parcel A; thence S.0°00'22"W. along the East line of said Parcel A for 263.03 feet; thence N.89°59'38"W. for 119.00 feet; thence N.0°00'22"E. for 194.80 feet; thence East for 42.00 feet; thence N.0°00'22"E. for 68.07 feet to the Point of Beginning.



LOCATION SKETCH

SKETCH OF LAND SURVEY

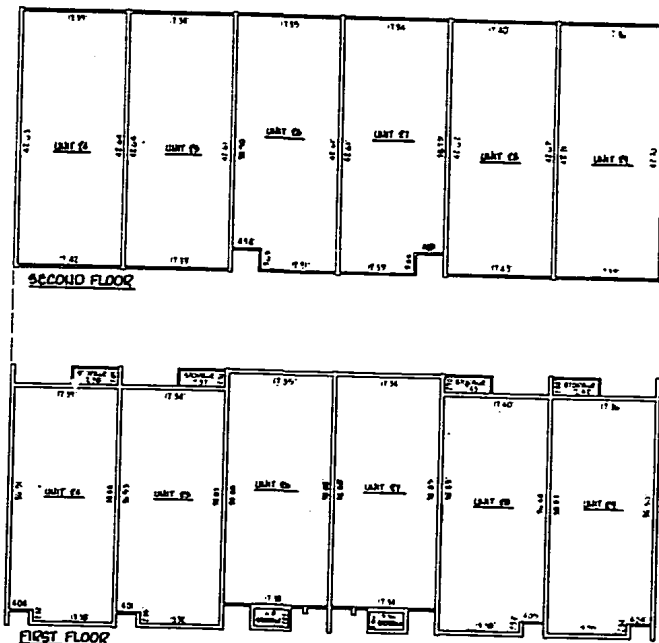
DESCRIPTION

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC RECORDS ACT.

AMENDMENT TO
 EXHIBIT #1 TO THE
 DECLARATION OF CONDOMINIUM OF
**COBBLE EAST
 CONDOMINIUM**

SURVEY, PLOT PLAN, AND GRAPHIC
 DESCRIPTION OF IMPROVEMENTS

COUNTY OF COVINGTON PARISH OF ORLEANS OFFICE OF THE CLERK OF COURTS 1000 PINE STREET NEW ORLEANS, LA 70112 TELEPHONE (504) 581-1234 FAX (504) 581-1235 E-MAIL: CLERK@COVJUDICIALS.COM	
RECEIVED MAY 10 2011 10:00 AM	FILED MAY 10 2011 10:00 AM



CONDOMINIUM UNIT ELEVATIONS
 SECOND FLOOR: CEILING 10'-0" UP
 FLOOR: 1'-0" UP
 FIRST FLOOR: CEILING 11'-0" UP
 FLOOR: 0'-0" UP

BUILDING F

RECORDED IN THE OFFICIAL RECORDS BOOK
 OF BRUNSWICK COUNTY, FLORIDA
 E. T. JOHNSON
 COUNTY ADMINISTRATOR

PHASE 3 COBBLE EAST CONDOMINIUM

GRAPHIC SCALE
 1" = 10'-0"

PREPARED BY: MICHAEL J. GATT DATE: MAY 1988



Michael J. Gatt

REGISTERED PROFESSIONAL SURVEYOR

STATE OF FLORIDA

NO. 2171

REGISTERED LAND

DATE: MAY 1988

PHASE 3

COBBLE EAST

CONDOMINIUM

PHASE 3

COBBLE EAST

CONDOMINIUM

PHASE 3

COBBLE EAST

CONDOMINIUM

PHASE 3

COBBLE EAST

CONDOMINIUM

PHASE 3

COBBLE EAST

CONDOMINIUM

86303563

AMENDMENT TO
DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
ADDING PHASE IV

MEMO: Legibility of writings,
typing or printing unsatisfactory in
this document when notarized.

AUG 15 11 25 AM '86

KNOW ALL MEN BY THESE PRESENTS that R.K.G. 47 NORTH, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of COBBLE EAST CONDOMINIUM recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, as amended by Instrument dated November 20, 1985, recorded among the Public Records of Broward County, Florida in Official Records Book 12984 at Page 876, which Amendment, among other things, added (declared) Phase II a part of this Condominium, as amended by Amendment dated March 27, 1986, recorded among the Public Records of Broward County, Florida in Official Record Book 13287 at Page 947 and as amended by Amendment dated July 25, 1986 and recorded among the Public Records of Broward County, Florida under Clerk's File Number 86-272507, and the owner and holder of all the property described in Article III of said Declaration of Condominium of COBBLE EAST CONDOMINIUM as "Phase I" property on the date of the execution and recording of said Declaration of Condominium, and as the present owner and holder of the property described on the Exhibit attached to this Amendment and made a part hereof, which property is in the aggregate designated "Phase IV" property on said Exhibit hereto, in accordance with the provisions of Paragraph E of Article X of said Declaration entitled "Amendment to Declaration", with the Amendment to the Declaration hereinbefore described, and with the requirements of The Condominium Act of the State of Florida, do declare and submit to condominium ownership the property described as "Phase IV" on the Exhibit hereto, declaring and making said Phase IV a part of the Condominium and Condominium Property of COBBLE EAST CONDOMINIUM.

THE SHARE OF THE COMMON ELEMENTS, COMMON EXPENSE AND COMMON SURPLUS attributable to each Unit upon the addition of Phase IV is reflected on Exhibit #2 to the Declaration of Condominium abovescribed as originally recorded, which Exhibit #2 appears in Official Records Book 10611 at Page 113, Public Records of Broward County, Florida, as demonstrated thereon when Phases I, II, III and IV are completed and declared a part of this Condominium.

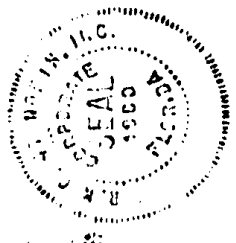
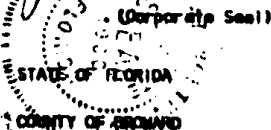
IN WITNESS WHEREOF, R.K.G. 47 NORTH, INC., has caused this AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ADDING PHASE IV to be executed by its duly authorized officers and its seal to be affixed this 15th day of August, 19 86.

IN THE PRESENCE OF:

R.K.G. 47 NORTH, INC.

Frances E. Kind
John Knapp
(Corporate Seal)

Richard E. Knowlton, Jr.
Richard E. Knowlton, Jr., President



BEFORE ME, the undersigned authority, personally appeared

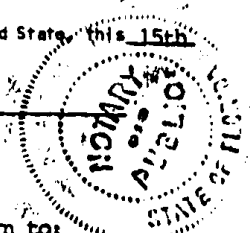
Richard E. Knowlton, Jr., President

of R.K.G. 47 NORTH, INC., to me well known, and he acknowledged before me that he executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officer by authority and on behalf of said Corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, said County and State, this 15th day of August, 19 86.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 2, 1989
BONDED THRU GENERAL INS. UND.
My commission expires:

Dora E. Knowlton
NOTARY PUBLIC



This instrument was prepared by:
Robert I. Shapiro
Shapiro, Leder, Breitner & Taplin
Suite 1050, 444 Brickell Avenue
Miami, Florida 33131

Record & Return to:
Alan J. Workman, Esq.
160 S.W. 12th Avenue, #109
Deerfield Beach, FL 33442

REC-23650 PAGE 906

EXHIBIT
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
ADDING PHASE IV

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

This Exhibit consists of four (4) pages, this Page A containing the following Notes and the Surveyor's Certificate, Page B containing the Legal Description of Phase IV, and two (2) pages which constitute the Survey, Plot Plan and Graphic Description of Improvements of PHASE IV of COBBLE EAST CONDOMINIUM.

NOTES:

1. Notes A through D, inclusive, in Exhibit #1 to the original Declaration of Condominium, which Notes appear in Official Records Book 10611 at Page 97 of the Public Records of Broward County, Florida, are by reference restated and incorporated into this Exhibit.
2. Page 1 of the drawings hereto contains a drawing exhibiting Phases I, II and III, which have already been declared a part of this Condominium, and Phase IV which is declared herewith.
3. At the time of the Certification of this Amendment, only Building "E" in Phase IV is sufficiently complete to be certified by the Surveyor. Building "D" and Building "C", the remaining buildings in Phase IV are under construction and not substantially complete.

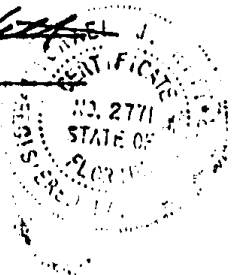
CERTIFICATE OF SURVEYOR

I, Michael J. Hitt, of Sunrise, Broward County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 2771, authorized and licensed to practice in the State of Florida, and that construction of the improvements of Building "E" of PHASE IV of COBBLE EAST CONDOMINIUM is substantially complete so that the attached Survey, Plot Plan and Graphic Description of Improvements, together with the provisions of the Declaration of Condominium describing the Phase IV Condominium Property, present an accurate representation of the location and dimensions of the improvements constituting of Building "E" of PHASE IV and that the identification, location and dimensions of the common elements and of each unit in Building "E" of PHASE IV can be determined from these materials.

I further certify that all planned improvements, including but not limited to landscaping, utility services, and access to each unit in Building "E" in PHASE IV, and the common element facilities serving Building "E" in PHASE IV, have been substantially completed.

DATED 8-14-86

Michael J. Hitt
Registered Land Surveyor # 2771



REC-13650 PAGE 907

EXHIBIT
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
ADDING PHASE IV
(Continued)

LEGAL DESCRIPTION
PHASE 4
COBBLE EAST CONDOMINIUM

That portion of Parcel A, JTL - MAF PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

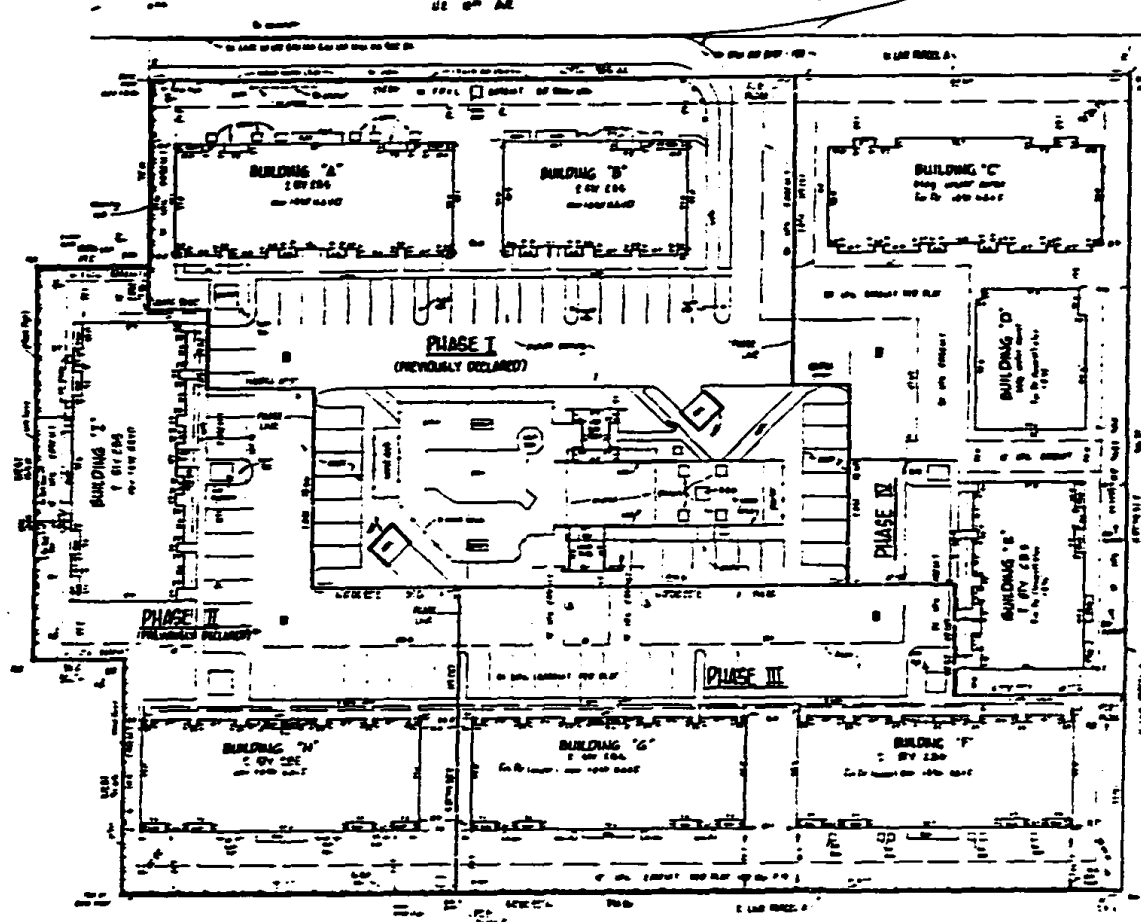
Beginning at the Northeast corner of said Parcel A; thence South (on an assumed bearing) along the West line of said Parcel A for 132.59 feet; thence East for 119.00 feet; thence North for 22.97 feet; thence East for 78.68 feet; thence N.0°00'22"E. for 42.00 feet; thence East for 42.00 feet; thence N.0°00'22"E. for 68.07 feet to a point on the North line of said Parcel A; thence S.89°53'37"W. along said North line for 239.70 feet to the Point of Beginning.

REF 3650 PAGE 908

SEE PLAN SHEET
RECORD 13650 PAGE 909

OFF REC 13650 PAGE 909

PAGE 1



LOCATION SKETCH



SKETCH OF LAND SURVEY

DESCRIPTION

PHASE I, II, AND III, AS DECLARED IN PLAN SHEET 909, 910 OF THE PUBLIC RECORDS, RECORD 13650, PAGE 909.

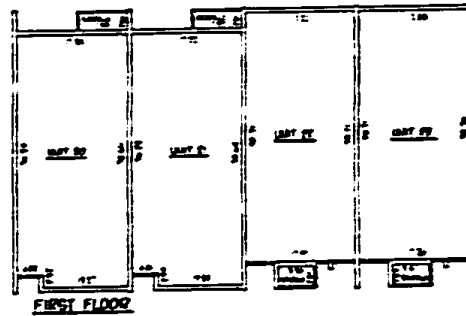
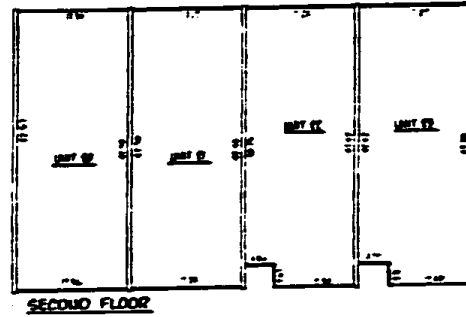
AMENDMENT TO
EXHIBIT #1 TO THE
DECLARATION OF CONDOMINIUM OF
**COBBLE EAST
CONDOMINIUM**



421 1/2'

SURVEY, PLOT PLAN, AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

<p>APPROVED BY:</p> <p>DATE:</p>	<p>RECORDED BY:</p> <p>DATE:</p>
<p>NOTARIAL PUBLIC</p> <p>My Comm. Expires: 12/31/2025</p> <p>Signature: <i>[Signature]</i></p>	

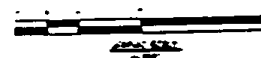


CONDOMINIUM UNIT FLOORS	
SECOND FLOOR	7,200
FIRST FLOOR	7,200
TOTAL FLOOR	14,400

BUILDING E

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

**PHASE 4
COBBLE EAST
CONDOMINIUM**



86303564

CONSENT TO THE FILING OF AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM, ADDING PHASE IV

WHEREAS, CARIBANK, a Florida Banking Corporation, is the owner and holder of a mortgage lien created by that certain Mortgage dated January 14, 1985, recorded among the Public Records of Broward County, Florida, on January 16, 1985, in Official Records Book 12263 at Page 439, in which R.K.G. 47 NORTH, INC., a Florida corporation, was Mortgagor; and,

WHEREAS, portions of the real property subject to the aforementioned mortgage lien has been created a condominium known as COBBLE EAST CONDOMINIUM by Declaration of Condominium filed among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72; as amended by Amendment to Declaration of Condominium, Cobble East Condominium, Adding Phase II and Extending the Date for the Addition of Phase III, recorded in Official Records Book 12984 at Page 876, Public Records of Broward County, Florida; as amended by Amendment adding Phase III, recorded among the Public Records of Broward County, Florida in Official Records Book 13287 at Page 947; as amended by Amendment Certifying as to Additional Improvements in Phase III, recorded among the Public Records of Broward County, Florida under Clerk's File Number 86-272507; and,

WHEREAS, the Developer has further amended the Declaration of Condominium by Amendment Adding Phase IV, and has requested CARIBANK to evidence its consent thereto;

WHEREAS, CARIBANK, a Florida Banking Corporation, desires to evidence its consent to the filing of said Amendment to Declaration of Condominium Adding Phase IV; and,

NOW, THEREFORE, in consideration of the premises as well as the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid, the said CARIBANK by and through its authorized officer does consent to the Amendment to Declaration of Condominium of COBBLE EAST CONDOMINIUM, Adding Phase IV, recorded among the Public Records of Broward County, Florida, under Clerk's File # 86-303563, and does likewise consent to the addition of said Phase IV to the Condominium Property described in the aforementioned Declaration of Condominium and to the establishment of a condominium form of ownership for the condominium properties described in said Amendment, in accordance with the provisions of the aforementioned Declaration of Condominium and in accordance with the laws of the State of Florida, it being the intention of CARIBANK to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of the execution of these presents, and to confirm and ratify its consent to the Declaration of Condominium and the Amendments heretofore described.

IN WITNESS WHEREOF, CARIBANK, has caused these presents to be duly executed by its duly authorized officer this 15th day of August, 1986.

IN THE PRESENCE OF:

CARIBANK, a Florida Banking Corporation

By:

Leland D. O'Connell, Executive Vice President

STATE OF FLORIDA)

SS:

F. T. HILSON

(Corporate Seal)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared

Leland D. O'Connell, Executive Vice President

respectively of CARIBANK, a Florida Banking Corporation, to me known to be the persons who signed the foregoing instrument as such officer and acknowledged the execution to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the Official Seal of said Association and that said Instrument is the act and deed of said Association.

IN WITNESS WHEREOF, we have hereunto set my hand and seal at Dania, FL, said County and State, this 15th day of August, A.D., 1986.

My commission expires: NOTARY PUBLIC
Broward County, Florida

This Instrument was prepared by:
Robert I. Shapiro
Shapiro, Leder, Breltner & Taplin
Suite 1050, 444 Brickell Avenue
Miami, Florida 33131

Record & Return To:
Alan J. Werkman, Esq.
160 S.W. 12th Avenue, #109
Deerfield Beach, FL 33442

Aug 15 11 25 AM '86

REF/3650 PAGE 911

**AMENDMENT TO
DECLARATION OF CONDOMINIUM COBBLE EAST CONDOMINIUM
CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE IV**

86-343133

KNOW ALL MEN BY THESE PRESENTS that R.K.G. 47 NORTH, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of COBBLE EAST CONDOMINIUM recorded among the Public Records of Broward County, Florida in Official Records Book 10611 at Page 72, as amended by Instrument dated November 20, 1985, recorded among the Public Records of Broward County, Florida in Official Records Book 12984 at Page 876, which Amendment, among other things, added (declared) Phase II a part of this Condominium, as amended by Instrument dated March 27, 1986, recorded among the Public Records of Broward County, Florida, in Official Records Book 13287 at Page 947, which Amendment added (declared) Phase III a part of this Condominium, as amended by Amendment certifying as to additional improvements in Phase III, recorded among the Public Records of Broward County, Florida, under Clerk's File No. 86-272507, and as amended by Instrument dated August 15, 1986, recorded among the Public Records of Broward County, Florida, in Official Records Book 13650 at Page 906, which Amendment added (declared) Phase IV a part of this Condominium, but which Amendment contained a certificate of substantial completion by the surveyor only as to the improvements constituting of Building "E" in Phase IV, the improvements constituting of Buildings "D" and "C" not then being sufficiently complete to permit the surveyor's certification required under Section 718.104(4)(e) of the Florida Statutes with regard thereto, hereby makes and executes this Amendment to record a Certificate of the Surveyor which certifies to the completion of all construction in said Phase IV, in accordance with the requirements of Florida Statutes Section 718.104(4)(e) including but not limited to the improvements described as Buildings "D" and "C" on the drawings which are part of the Exhibit attached hereto and made a part hereof.

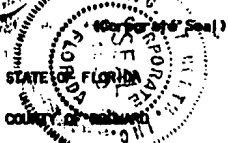
IN WITNESS WHEREOF, R.K.G. 47 NORTH, INC., has caused this AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE IV to be executed by its duly authorized officers and its seal to be affixed this 12th day of September, 1986.

IN THE PRESENCE OF:

Liliane L. Cuccia
Richard E. Knowlton, Jr.

R.K.G. 47 NORTH, INC.

BY *Richard E. Knowlton, Jr.*
Richard E. Knowlton, Jr., President



BEFORE ME, the undersigned authority, personally appeared

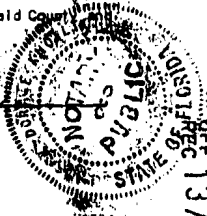
Richard E. Knowlton, Jr., President

of R.K.G. NORTH, INC., to me well known, and he acknowledged before me that he executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officer by authority and on behalf of said Corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Ft. Lauderdale said County, State, this 12th day of September, 19 86.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 2, 1989
BONDED THRU GENERAL INS. UNCL.
My commission expires:

Alan J. Werksman
NOTARY PUBLIC



This instrument prepared by:
Robert I. Shapiro, Esq.
Shapiro, Leder, Braitner & Taplin
Suite 1050, 444 Brickell Avenue
Miami, Florida 33131

Record & Return To:
Alan J. Werksman, Esq.
160 S.W. 12th Avenue, Suite 109
Deerfield Beach, Florida 33442

SEP 12 12 49 PM '86

REC 13726Pg 526

Notary of writing,
unsubstantiated in
any other form.

EXHIBIT
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE IV

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

This Exhibit consists of six (6) pages, this Page A containing the following Notes, Page B containing the Surveyor's Certificate, Page C containing the Legal Description of Phase IV, and three (3) pages which constitute the Survey, Plot Plan and Graphic Description of Improvements of PHASE IV of COBBLE EAST CONDOMINIUM.

NOTES:

1. Notes A through D, inclusive, in Exhibit #1 to the original Declaration of Condominium, which Notes appear in Official Records Book 10611 at Page 97 of the Public Records of Broward County, Florida, are by reference restated and incorporated into this Exhibit.
2. Page 1 of the drawings hereto contains a drawing exhibiting Phases I, II, III and IV, which have already been declared a part of this Condominium. Phase IV having been added (declared) a part of this Condominium by Amendment dated August 15, 1986, recorded in Official Records Book 13650 at Page 906. This Amendment and the Certification herein contained are applicable to Phase IV only, and are made, executed and recorded to complete the certification of all the improvements within Phase IV (including but not limited to Buildings "D" and "C" in Phase IV) as required by Section 718.104(4)(a), Florida Statutes.
3. Page 1 of the drawings attached hereto supplements, modifies, and amends the drawings appearing in Official Records Book 13650 at Page 909. Pages 2 and 3 are the additional drawings reflecting as-built conditions of Buildings "D" and "C" in Phase IV, respectively.
4. The Surveyor's Certificate attached (applicable to Buildings "D" and "C") completes the required certification for all of Phase IV of Cobble East Condominium. Exhibit #1 to the original Declaration of Condominium as it reflected the proposed Phase IV (appearing in Official Records Book 10611 at Pages 109 through 111 inclusive) is accordingly amended by the Amendment adding Phase IV appearing in Official Records Book 13650 at Page 906 and by this Amendment. (All references to official record books and pages are to the Public Records of Broward County, Florida)

EXHIBIT
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE IV

CERTIFICATE OF SURVEYOR

I, MICHAEL J. HITT, of SUNRISE,
Broward County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate
2771, authorized and licensed to practice in the State of Florida, and that
construction of all of the improvements of PHASE IV of COBBLE EAST CONDOMINIUM is now
substantially complete so that the attached Survey, Plot Plan and Graphic Description of
Improvements, together with the provisions of the Declaration of Condominium as heretofore
amended describing the Phase IV Condominium Property, present an accurate representation of
the location and dimensions of all of the improvements including but not limited to Buildings
"C" and "U" in PHASE IV, and that the identification, location and dimensions of the common
elements and of each unit in PHASE IV can be determined from these materials and from the
Amendment adding Phase IV to the Condominium which appears among the Public Records of Broward
County, Florida, in Official Records Book 13650 at Page 906, having been recorded on August 15,
1986 under Clerk's File No. 86-303563.

DATED 9-3-86

Michael J. Hitt


Registered Land Surveyor # 2771

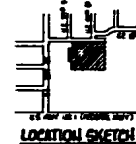
EXHIBIT
TO AMENDMENT TO DECLARATION OF CONDOMINIUM
COBBLE EAST CONDOMINIUM
CERTIFYING AS TO ADDITIONAL IMPROVEMENTS IN PHASE IV
(Continued)

LEGAL DESCRIPTION
PHASE 4
COBBLE EAST CONDOMINIUM

That portion of Parcel A, JTL - MAP PLAT, as recorded in Plat Book 106, Page 13 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Northeast corner of said Parcel A; thence South (on an assumed bearing) along the West line of said Parcel A for 132.59 feet; thence East for 119.00 feet; thence North for 22.97 feet; thence East for 78.68 feet; thence N.0°00'22"E. for 42.00 feet; thence East for 42.00 feet; thence N.0°00'22"E. for 68.07 feet to a point on the North line of said Parcel A; thence S.89°53'37"W. along said North line for 239.70 feet to the Point of Beginning.

OFF REC 13726PG 530



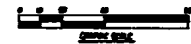
SKETCH OF LAND SURVEY

DESCRIPTION

PHASE A, "A" UNIT PLAN, AS RECORDED IN PLAT BOOK NO. 104 OF THE PUBLIC RECORDS, MINNESOTA COUNTY, MINNESOTA.

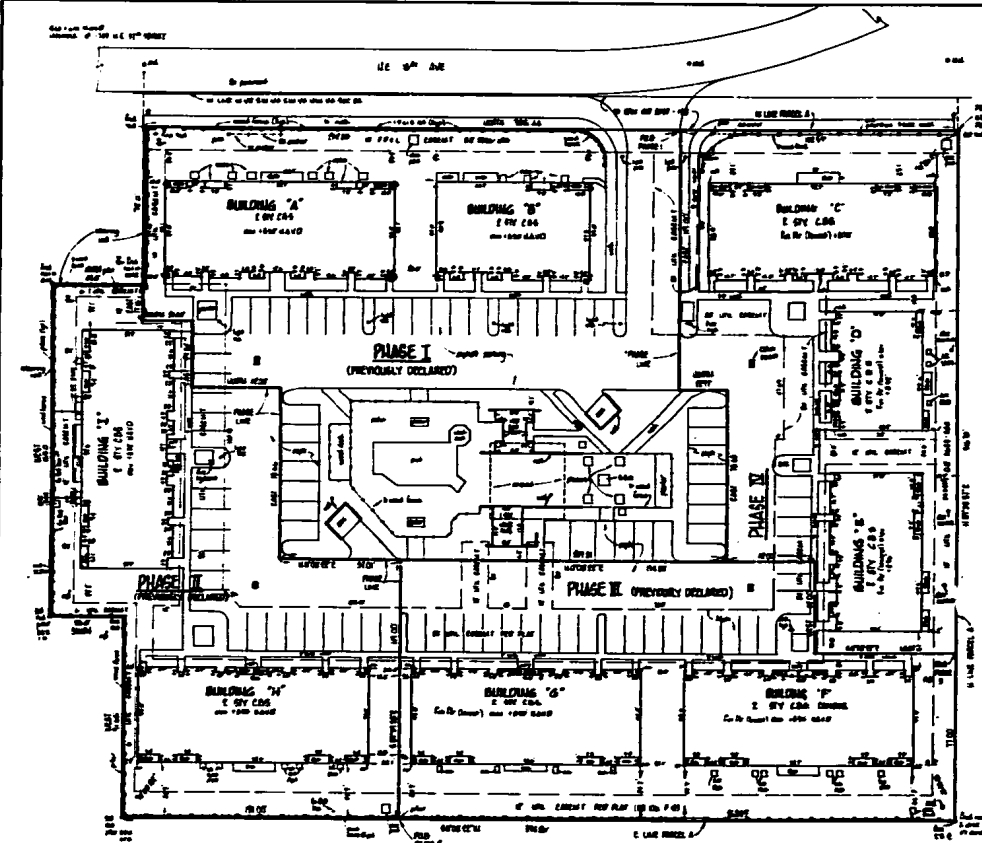
Page one of three

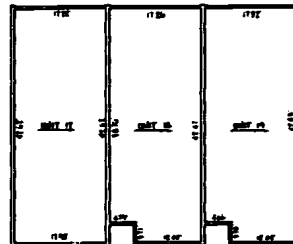
AMENDMENT TO
EXHIBIT #1 TO THE
DECLARATION OF CONDOMINIUM OF
COBBLE EAST
CONDOMINIUM



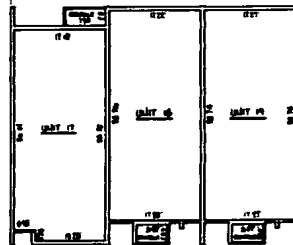
<p>RECORDED IN PLAT BOOK NO. 104 OF THE PUBLIC RECORDS, MINNESOTA COUNTY, MINNESOTA.</p> <p>DATE OF RECORDING: 10/1/81</p> <p>RECORDED BY: [Signature]</p>	<p>MINNESOTA COUNTY, MINNESOTA</p> <p>RECORDED IN PLAT BOOK NO. 104 OF THE PUBLIC RECORDS, MINNESOTA COUNTY, MINNESOTA.</p> <p>DATE OF RECORDING: 10/1/81</p> <p>RECORDED BY: [Signature]</p>
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SURVEY, PLOT PLAN, AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS





SECOND FLOOR



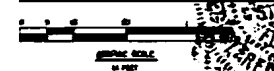
FIRST FLOOR

APPROXIMATE UNIT ELEVATIONS	
SECOND FLOOR	SEAL: 11'0"
FIRST FLOOR	SEAL: 11'0"
FIRST FLOOR	SEAL: 11'0"



BUILDING D

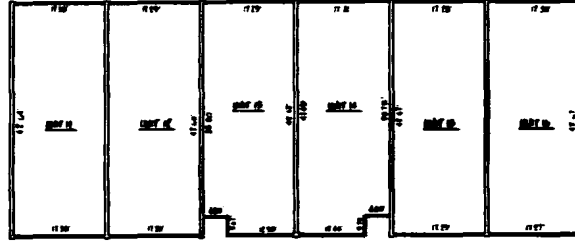
PHASE 4 COBBLE EAST CONDOMINIUM



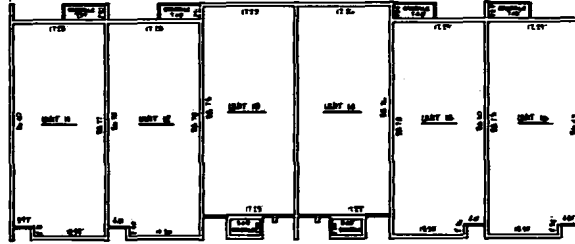
OFF REC 13726 PG 532

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

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



SECOND FLOOR

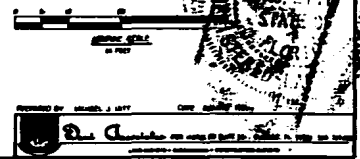


FIRST FLOOR

CONDOMINIUM UNIT ELEVATIONS
SECOND FLOOR ELEVATION
FIRST FLOOR ELEVATION
FIRST FLOOR ELEVATION

BUILDING C

PHASE 4
COBBLE EAST
CONDOMINIUM



This Instrument Prepared By:
Robert W. Lee, Esq.
Smith & Hiatt, P.A.
2400 E. Commercial Boulevard
Suite 600
Fort Lauderdale, Florida 33308

BR23492PG0143

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
COBBLE EAST CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Members on MAY 5, 1995, by a vote of not less than 2/3 of the voting interests of the Association, as required by Article XII of the Declaration of Condominium of Cobble East Condominium, as recorded in Official Records Book 10611, Page 72 of the Public Records of Broward County, Florida, the following amendments to the Declaration of Condominium have been made:

1. Article XII(B) of the Declaration has been amended as follows, with additions being underlined, and deletions being scored through:

A unit owner intending to make a bona fide sale ~~or lease~~ of his parcel or any interest therein shall give the Association a written notice of his intention to sell ~~or to lease~~, together with the name and address of the intended purchaser ~~or lessee~~, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the townhouse owner that he believes the proposal to be bona fide in all respects.

The leasing restrictions provided hereinafter in this Article XII(B) shall not be applicable to any lease in existence as of the date of this Amendment. All such leases shall be grandfathered under these provisions.

The total number of leased townhouse units in the Condominium shall not at any one time exceed 20% of the total number of condominium units in the Condominium. A unit owner requesting approval to lease his parcel or any interest therein shall give to the Association a written "Request to Lease Notice" by certified mail of the owner's desire to lease. Upon receipt, the unit owner's request will be recorded in the Association's records, and prioritized according to date of postmark (first priority being given to first postmarked), the owner's name will then be added to a "Unit Owners Requesting

Cobble East

Condominium Association

3900 NE 19th Avenue #68

Fort Lauderdale, FL 33304

3
m.7

Approval to Lease" list, hereinafter referred to as the "Lease List." The giving of such notice to the Association shall constitute a warranty and representation by the townhouse owner that the townhouse unit is, as of the postmark of said notice, unoccupied and immediately available for lease. The townhouse unit must be unoccupied, and remain unoccupied, in order to remain on the Lease List.

The Association shall not approve any "Request to Lease" that would cause the total number of leased townhouse units to exceed 20% of the total number of condominium units. In such an occurrence, the unit owner(s) shall remain of the Lease List in order of priority until the percentage of rentals is reduced, so long as the particular owner is not in contravention of the regulations set forth herein.

A unit owner intending to make a bona fide lease of his parcel or any interest therein shall give to the Association the name and address of the intended lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the townhouse owner that he believes the proposal to be bona fide in all respects.

A currently approved and leased unit, whose lease term has expired, shall retain priority in the Lease List for a maximum period of ninety (90) days. If no lease approval is obtained within the ninety (90) day period, the unit owner's name, and priority, shall be removed from the Lease List.

2. Article XII(C) of the Declaration has been amended as follows, with additions being underlined and deletions being scored through:

No sale, transfer, conveyance or lease of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approved shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the documents of conveyance. No lease shall be approved or permitted which is for a period of less than ~~ninety (90) days~~ one (1) year.

IN WITNESS WHEREOF, COBBLE EAST CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in

BK23492PG0145

accordance with the authority hereinabove expressed this 5 day
of May, 1995.

(Corporate Seal)

COBBLE EAST CONDOMINIUM
ASSOCIATION, INC.

ATTEST:

Linda Walton

, Secretary

By:

Keith Jones

, President

STATE OF FLORIDA)
COUNTY OF BROWARD)

THIS CERTIFICATE OF AMENDMENT was executed before me this
day of May, 1995 by Keith Jones, as President
and Linda Walton, as Secretary of COBBLE EAST
CONDOMINIUM ASSOCIATION, INC., who are personally known to me or
who have produced their identification, and who did not take an oath.

Volanda I. Foy
NOTARY PUBLIC/STATE OF FLORIDA
My Commission expires



VOLANDA I. FOY
MY COMMISSION EXPIRES
September 24, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK23492PG0146

This Instrument Prepared By:
Robert W. Lee, Esq.
Smith & Hiatt, P.A.
2400 E. Commercial Boulevard
Suite 600
Fort Lauderdale, Florida 33308

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
COBBLE EAST CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Members on MAY 5, 1995, by a vote of not less than 2/3 of the voting interests of the Association, as required by Article X of the Declaration of Condominium of Cobble East Condominium, as recorded in Official Records Book 10611, Page 72 of the Public Records of Broward County, Florida, the following amendments to the Declaration of Condominium have been made:

Article XIV of the Declaration has been amended as follows to include new paragraph (G):

The Board of Directors shall have the power to levy an administrative late fee for any installment of an assessment payment, including regular maintenance and special assessments, that is more than ten (10) days past due. The Board may revise such late fee from time to time, but in no event shall the amount of such late fee exceed \$25 or 5 percent of the delinquent installment, unless the Florida Condominium Act is amended to permit a greater amount, in which instance the limitations herein shall be automatically increased to include such amounts. Additionally, in the event the Florida Condominium Act is amended to permit such late fee to be secured by the claim of lien provided in such Act, then in such event Article XV of this Declaration shall be deemed to include such late fee. The right to levy and collect such a late fee shall be deemed incorporated into Article X of the Association's By-Laws.

IN WITNESS WHEREOF, COBBLE EAST CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 5 day of May, 1995.

(Corporate Seal)

COBBLE EAST CONDOMINIUM
ASSOCIATION, INC.

ATTEST:



, Secretary

By:



, President

[ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

✓ Cobble East Condominium
3900 NE 18 Ave. #48
Ft. Lauderdale Fl. 33334



②
m.m.

8K23492PG0147

STATE OF FLORIDA)
COUNTY OF BROWARD)

THIS CERTIFICATE OF AMENDMENT was executed before me this 5
day of May, 1995 by Keith Jones, as President
and Yolanda Foy, as Secretary of COBBLE EAST
CONDOMINIUM ASSOCIATION, INC., who are personally known to me or
who have produced their _____ as
identification, and who did not take an oath.

Yolanda I. Foy
NOTARY PUBLIC/STATE OF FLORIDA
My Commission expires: ✓



YOLANDA I. FOY
MY COMMISSION EXPIRES
September 24, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK23492PG0148

This Instrument Prepared By:
Robert W. Lee, Esq.
Smith & Hiatt, P.A.
2400 E. Commercial Boulevard
Suite 600
Fort Lauderdale, Florida 33308

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
COBBLE EAST CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Members on MAY 5, 1995, by a vote of not less than 2/3 of the voting interests of the Association, as required by Article XII of the Declaration of Condominium of Cobble East Condominium, as recorded in Official Records Book 10611, Page 72 of the Public Records of Broward County, Florida, the following amendments to the Declaration of Condominium have been made:

1. Article XI of the Declaration has been amended to add new paragraph X(M):

In the event of a violation (other than the nonpayment of an Assessment) by an Owner of any of the provisions of the Declaration, the Articles or the By-Laws, or the rules adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein or in the Declaration, the Association shall have the right to assess fines against an Owner or its lessees, in the manner provided herein.

(a) The Board of Directors shall appoint an "Enforcement Committee" (which Committee may be composed of members of the Board or Members); which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, the By-Laws, or the rules of the Association, governing the use of the Condominium and the personal conduct of the Members and their guests and lessees are being or have been violated. If the Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the unit, if the alleged violator is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each

Cobble East Condo. Assoc.
3900 N.E. 18th. Ave., #48
Bokland Park, FL 33334

③
m.d.

recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed One Hundred and No/100 Dollars (\$100.00) for each offense. The notice shall further specify, and it is hereby provided, as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Enforcement Committee, including any witnesses that the alleged violator, Owner, or the Enforcement Committee may produce.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each offense in an amount not to exceed One Hundred and No/100 dollars (\$100.00) for each offense. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00

(d) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, the By-Laws or rules, including but not limited to legal action for damages or injunctive relief.

(e) Failure to enforce any of the provisions of the Declaration, the Articles, the By-Laws or the rules shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach occurring prior or subsequent thereto.

IN WITNESS WHEREOF, COBBLE EAST CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 5 day of May, 1995.

(Corporate Seal)

ATTEST:

[Signature]

, Secretary

COBBLE EAST CONDOMINIUM
ASSOCIATION, INC.

By:

[Signature]

, President

[ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

BK23492PG0150

STATE OF FLORIDA)
COUNTY OF BROWARD)

THIS CERTIFICATE OF AMENDMENT was executed before me this 5
day of May, 1995 by Keith Jones, as President
and Chanda Nelson, as Secretary of COBBLE EAST
CONDOMINIUM ASSOCIATION, INC., who are personally known to me, or
who have produced their _____ as
identification, and who did not take an oath.

Volanda I. Foy
NOTARY PUBLIC/STATE OF FLORIDA
My Commission expires:



YOLANDA I. FOY
MY COMMISSION EXPIRES
September 24, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR