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THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,

CONDOMINIUM #4

CONDOMINIUM DOCUMENTS

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THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

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DECLARATION OF CONDOMINIUM

FOR

THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

Catom Investment Corporation, N.V., a Netherlands Antilles corporation authorized to do business in the State of Florida, herein called the "Declarant", makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the land and improvements described to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act". Except where permissive variations therefrom appear in this Declaration, the annexed By-Laws, and/or the Articles of Incorporation for The Golfview Club At Fontainebleau Park, Condominium #4, Inc., a Florida corporation not-for-profit, or in lawful amendments to these instruments, the provisions of Chapter 718, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba, and said statute as amended from time to time, and this Declaration, the annexed By-Laws, and the Articles of said corporation, as lawfully amended from time to time, shall govern this Condominium and the rights, duties and responsibilities of owners of condominium units therein.

2. Name. The name by which this condominium is to be identified is The Golfview Club At Fontainebleau Park, Condominium #4, (the "Condominium").

3. Property submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

- (a) The Land. The lands, owned by the Declarant, lying and being situate in Dade County, Florida, as more particularly set forth in Exhibit "A", attached hereto, which lands are herein called "the Land".
- (b) The Improvements. One (1) multi-unit structure containing a total of seventy-seven (77) condominium units and all common elements appurtenant thereto.

4. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of The Golfview Club At Fontainebleau Park, Condominium #4, Inc., shall be defined in accordance with the provisions of Section 718.103 of the Condominium Act, and as follows unless the context otherwise requires.

- (a) "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against a unit owner.
- (b) "Association", "Condominium Association" or "Corporation" means The Golfview Club At Fontainebleau Park, Condominium #4, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

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- (c) "Board of Administration" or "Board of Directors" or "Board" means the Board of Directors of The Golfview Club At Fontainebleau Park, Condominium #4, Inc., which Board is responsible for the administration of the Association.
- (d) "By-Laws" means the by-laws of the Association existing from time to time.
- (e) "Co-Tenant" means an Owner owning a Condominium Parcel jointly with another owner.
- (f) "Common Elements" means the portions of the condominium property not included in the units and such items listed in Section 718.108 of the Condominium Act and such other items as herein-after included in the definition of common elements.
- (g) "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium, including but not necessarily limited to:
- (i) Expenses of administration, operation, and management of condominium property and property owned by the Association;
 - (ii) Expenses of maintenance, operation, repair or replacement of common elements;
 - (iii) Expenses declared common expenses by the provisions of this Declaration or the By-Laws;
 - (iv) Any valid charge against the condominium as a whole;
 - (v) Expenses and amounts due under the Recreation Agreement.
- (h) "Common Surplus" means the excess of all receipts of the Association, including, but not necessarily limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses of the Association and Condominium.
- (i) "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.
- (j) "Condominium Property" means the lands and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- (k) "Declarant" or "Developer" means Catom Investment Corporation, N.V., a Netherlands Antilles corporation authorized to do business in the State of Florida, its successors and assigns, the entity which is offering Condominium Parcels for sale in the ordinary course of business.
- (l) "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.
- (m) "Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company, Federal or State savings and loan association, Mortgage or

Real Estate Investment Trust, mortgage banker, union pension fund, institutional mortgage broker, or a lender generally recognized as an institutional type lender or the Declarant, its assignees or nominees.

- (n) "Limited Common Elements" means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified herein.
- (o) "Member" means an owner or co-tenant who, or which is a member of The Golfview Club At Fontainebleau Park, Condominium #4, Inc.
- (p) "Unit" or "Condominium Unit" or "Apartment" means a part of the Condominium Property which is subject to exclusive ownership; said unit being a unit space designated as "condominium unit" or "unit" on the plot plan, survey and graphic descriptions attached hereto and marked Exhibit "B".
- (q) "Unit Owner" or "Owner" means the person or entity owning a Condominium Parcel.
- (r) "Utility Services" means, but is not limited to, electric power, gas, water, heating, air-conditioning, sewage and garbage disposal and trash removal.
- (s) "Recreation and Common Areas Agreement" or "Recreation Agreement" means the agreement recorded in the Public Records of Dade County, Florida, a true and correct copy of which is attached hereto as Exhibit "F", establishing the interest of the Association in and to the Recreational Facilities.
- (t) "Recreational Facilities" means the facilities, land, and improvements provided under the Recreation Agreement; also referred to as "Recreation Property".
- (u) "Recreational Facilities Owner" means the owner of the Recreational Property under the Recreation Agreement.

5. Condominium and Unit Identification. The Condominium Parcels and all other improvements constructed on the Condominium Property are set forth in detail in Exhibit B attached hereto and made a part hereof. Each Condominium Parcel is described in said plan in such manner that there can be determined therefrom the identification, location, and dimensions of such unit, as well as of the common elements appurtenant thereto.

Each Condominium Parcel is identified by a number, letter, or name, or combination thereof, as shown on the plans attached hereto as Exhibit "B" and made a part hereof, so that no unit bears the same designation as does any other unit.

6. Easements. Each of the following easements is a covenant running with the land of the Condominium, for the benefit of all Condominium Parcel Owners, their respective mortgagees, pledgees, guests, heirs, personal representatives, successors and assigns, to-wit:

- (a) **Utilities.** An easement shall exist for Utility Services as may be required in order to adequately serve the Condominium Property; provided, however easements through a Unit shall be only according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved, in writing, by the

Unit Owner. Any portion of the common elements including end walls and outside walls of Units may be used for housing electric meters, meter closets, meter rooms, water meters, hose bibs, and other electrical and water meters and boxes that may be necessary to any Unit within the Condominium.

- (b) **Traffic.** An easement for ingress and egress shall exist for pedestrian traffic over, through, across and upon streets, sidewalks, paths, walks, lawns, lakes, halls, lobbies, and other portions of the common elements as may be from time to time intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through, across and upon such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and their Institutional Mortgagees, pledgees, heirs, personal representatives, successors, guests, lessees, invitees, employees, servants and assigns; provided, however, nothing herein shall be construed to give or create in any person the right to park automobiles, trailers, mobile homes, campers, or any other vehicles upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for such parking purposes.
- (c) **Easement for Unintentional and Non-Negligent Encroachments.** If a Unit shall encroach upon any common element, or upon any other Unit, by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner or Declarant, then an easement appurtenant to such encroaching Unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Declarant, then an easement appurtenant to such common element to the extent of such encroachment shall exist so long as such encroachment shall exist.
- (d) **Support.** The Declarant and Association hereby grant to each other, their heirs, executors, successors, assigns and mortgagees and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.
- (e) **Ingress and Egress.** A nonexclusive easement for ingress and egress over, through, across and upon the streets, walks and other rights-of-way serving the units in the Condominium, as part of the common elements, as is necessary or required so as to provide reasonable access to the public ways adjacent to the Condominium property.

7. Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in Section 718.108 of the Condominium Act, the following items:

- (a) An exclusive easement for the use of the air space occupied by the Condominium Unit as it exists at any particular time as the unit may lawfully be altered.
- (b) Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

- (c) Easements or encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.
- (d) Easement for overhanging troughs or gutters, down-spouts, and the discharge therefrom of rain water and the subsequent flow thereof over condominium units or any of them.
- (e) Common elements, as the term is used herein, shall mean and comprise all of the real property, other than the Units and Limited Common Elements as the same are defined herein, all of which are more particularly described and set forth in Exhibit "B". Common elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to units and common elements and easements of support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such units.
- (f) Each unit's undivided share in the common surplus.

8. Ownership of Common Elements and Restrictions Thereto.
 The owner of each Unit shall own a share and certain interest in the Condominium Property which are appurtenant to his Unit, which include, but are not limited to, the following items which are appurtenant to the several units, as indicated:

- (a) **Common Elements.** The undivided shares, stated as percentages in the common elements appurtenant to each of the Condominium Units is set forth on Exhibit "C", attached hereto and made a part hereof by reference.
- (b) **Association.** The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.
- (c) **Common Surplus.** Each Unit Owner shall own any common surplus of this Condominium in the same percentage as the common expenses appurtenant to each Unit are shared as set forth in Exhibit "C". However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payment during the fiscal year. Any reduction as aforementioned shall be allocated over the next succeeding fiscal year.
- (d) **Automobile Parking Spaces.** As each condominium unit is purchased, the Declarant shall assign in writing to each unit one parking space, hereinafter referred to as the "Assigned Parking Space". Once a parking space is assigned by the Declarant, then said parking space shall be deemed as an appurtenance to said condominium unit to which it was assigned, and such parking space shall not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with and title thereto shall pass only with the title to the unit to which it is appurtenant, subject to the subsequent provisions. All unassigned parking spaces are hereby deemed to be common parking spaces for the purpose of guests, employees, servants and visitor parking and parking

for other automobiles. A unit owner shall not partition off in any manner whatsoever any Assigned Parking Space including, but not limited to, using partial walls or screening, hedges or shrubbery, garages or carports, without the prior written consent of the Condominium Association; provided, however, the Declarant shall have the right to do any of the foregoing without the consent of the Condominium Association. No parking space bears the same identifying number as any other.

Notwithstanding anything to the contrary contained herein, a unit owner, upon written request, may exchange his Assigned Parking Space for an assigned parking space provided that either the Declarant or the Board of Directors approves same in writing. In the event of the foregoing, the original Assigned Parking Space shall be deemed an unassigned parking space and conversely the subject unassigned parking space shall be deemed an Assigned Parking Space appurtenant to said condominium unit to which it is assigned.

9. Common Expenses. The common expenses of the Condominium shall be shared by the Unit Owners as specified and set forth in Exhibit C. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the various Condominium Units, their locations, or the building square footage included in each Condominium Unit.

10. Governing Body. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be The Golfview Club At Fontainebleau Park, Condominium #4, Inc. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D" and made a part hereof and a copy of the By-Laws of the Association are attached hereto as Exhibit "E" and made a part hereof.

Unit Owners in this Condominium upon the recordation of a deed of conveyance for their Condominium Parcel in the Public Records of Dade County, Florida, shall automatically become members of the Association and such membership shall automatically terminate when such persons have divested themselves of such ownership.

An owner or owners of a single Condominium Parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member. The foregoing shall include the Declarant who shall be deemed to be the owner of each unsold unit and therefore, the Declarant shall be entitled to one (1) vote for each Unit owned by the Declarant. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation, or if another entity, then by the authorized officer or agent of said entity, and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

A person or entity owning more than one (1) Condominium Parcel may be designated as a voting member for each such Condominium Parcel which it or he owns. The Declarant shall be deemed an Owner and voting member of and for each unsold Condominium Parcel. Failure

by all Owners of any single Condominium Parcel to file the aforementioned written statement with the secretary prior to a members' meeting will result in depriving such owners of a single Condominium Parcel of a vote at such meeting; provided, however, during such time as the Declarant shall be deemed an owner and voting member of and for any unsold Condominium Unit, it shall not be required to file the aforementioned written statement with the secretary prior to a members' meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended, and shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers, and duties granted to or imposed upon it by this Declaration, including:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to another Unit.
- (b) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at all reasonable business hours.
- (c) The power and duty to enter into the Recreation Agreement and to enter into contracts with others for a valuable consideration, for vending machines and for the maintenance and management of the subject Condominium Property, including the normal maintenance and repairs of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the Unit Owner from his personal responsibility to maintain and preserve the interior surface of his Condominium Unit and to paint, clean, decorate, maintain and repair the individual Condominium Unit. Each Unit Owner, his heirs, personal representatives, successors, and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

- (d) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.
- (e) The power to make and collect assessments.
- (f) The power to lease, maintain, repair and replace the common elements.
- (g) The power to purchase Condominium Units in the Condominium and to acquire and hold, lease, mortgage and convey them.
- (h) To grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no members' rights are substantially affected.
- (i) To modify or move any easement for ingress and egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property; provided, however, the foregoing shall not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners, without their consent or approval as required by law or by the instrument creating the easement.

11. Maintenance, Alterations and Improvements. The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

- (a) By the Association. The Association shall maintain, repair and replace at the Association's own expense:
 - (1) All common elements.
 - (2) All portions of the Units (except interior wall surfaces) contributing to the support of the buildings, which portions shall include, but not be limited to, the outside walls of the buildings, and load-bearing columns.
 - (3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the buildings or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.
 - (4) All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.
- (b) By the Condominium Unit Owner. The responsibility of the Unit Owner shall be as follows:
 - (1) To maintain, repair and replace at his expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacement shall be done without disturbing the rights of other Unit Owners.

- (2) To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual Condominium Unit.
- (3) Within the Unit to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his Condominium Unit. The floor and interior walls of any terrace, balcony, sun deck, carport, or loggia, attached to or forming a part of a Unit shall be maintained by the Unit Owner thereof at his own expense.
- (4) Not to paint, or otherwise decorate or change the appearance of any portion of the exterior of the building, including the terraces, balconies, sun decks, loggias, carports, or any stucco portion of the Unit or the color and design of the framing and screening thereof.
- (5) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- (6) No Unit Owner other than the Declarant shall make any alterations in the portions of the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the buildings or impair any easement without first obtaining approval from the Board of Directors of the Association.
- (c) Alteration and Improvement. There shall be no material alterations or substantial additions to the common elements except as same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the Unit Owners exclusively or substantially exclusively benefiting therefrom, and where said Unit Owners are ten or less, the approval of all but one shall be required.
- (d) Enforcement of Maintenance. In the event a Unit Owner fails to maintain his Unit as required above, the Association, Declarant, or any other Unit Owner

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shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of this Paragraph, the Declarant and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner.

12. Assessments and Condominium Working Capital. At the time the Declarant sells and closes a Condominium Unit to a purchaser (purchaser thereby becoming a Unit Owner of this Condominium), the purchasers shall deposit an amount equal to two times purchaser's monthly assessment for common expenses, said sum to be deposited with the Condominium Working Capital fund for the purpose of initial maintenance, reserve, initial and non-recurring items, capital expenses, permits, licenses and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration, which may be referred to as "Condominium Working Capital". If Declarant has paid any of the foregoing expenses or items, then any such expense or item shall be paid to or reimbursed to the Declarant from the Condominium Working Capital fund. The Condominium Working Capital fund may be commingled by the Association with any of its other funds.

The commencement of payment of common expenses by Unit Owners shall be at such time as the Declarant notifies Unit Owners of the commencement date of payment of monthly common expenses, provided same shall not commence later than the first day of the month following the month in which the first Condominium Unit is conveyed by the Declarant to a bona fide purchaser. Prior to the time that maintenance payments are commenced for the Condominium, all maintenance expenses shall be paid from the Condominium Working Capital fund and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration and exhibits attached hereto shall be paid from the Condominium Working Capital fund.

After the commencement date of payment of monthly common expenses, in the event there are unsold Units, the Declarant retains the right to be the Owner of said unsold Units; however, for such time as the Declarant continues to be a Unit Owner, but not exceeding one year from the date on which the first Condominium Unit is conveyed by the Declarant to a bona fide purchaser, during which one year period Declarant hereby guarantees to each Unit Owner that the assessment for common expenses of the Condominium imposed upon each Unit Owner shall not increase over \$66.32 monthly or \$795.87 annually for Type 1 Units, \$68.02 monthly or \$816.26 annually for Type 1 (701-707), \$81.06 monthly or \$972.72 annually for Type C Units, \$82.76 monthly or \$993.12 annually for Type C (709-711) Units, \$99.77 monthly or \$1,197.24 annually for Type 2L Units, \$100.90 monthly or \$1,210.80 annually for Type 2L (708 only) Units, the Declarant shall be required to contribute only such sums to the common expenses of the Condominium as incurred and required during that period which have not been produced by assessments at the guaranteed level receivable from other Unit Owners, as may be required for the Condominium Association to maintain the Condominium. Subject to the guarantee by Declarant as aforesaid, the Declarant shall not be required to contribute to the common expenses as to the Units owned by it in any amount exceeding the obligation for such Unit as specified and set forth in this Declaration and Exhibits attached hereto. Commencing on the expiration of the period of the guaranteed level of assessments as aforesaid, Declarant shall contribute to the common expenses, as to the Units owned by it, in the same manner as all other Unit Owners. Notwithstanding the foregoing, in the event the Declarant is the Owner of Condominium Units during

the guaranteed period as aforescribed, and if such unit is leased and occupied by a third party, then the maintenance of said Unit shall be contributed and borne by the Declarant as all other Unit Owners.

The provisions of this Paragraph 12 are paramount to and superior to the provisions of Paragraph 9 and 13 of this Declaration as to the matters set forth in this paragraph.

13. Assessments, Liability, Lien and Priority, Interest, Collection. Common expenses shall be assessed by the Association against each Condominium Parcel as provided in paragraph 9 above. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of fifteen percent (15%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing the lien hereinafter provided and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorneys' fees incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the Unit Owner may be required to pay a reasonable rental for continued occupancy or use of the Condominium Parcel, and the plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sums due the Association for assessments, interest and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded Institutional Mortgage regardless of when said assessment was due, but not to any other mortgage. The Association shall maintain a register of Institutional Mortgagees and shall give such mortgagees notice, in writing, of all notices given by the Association to the Owner of such Condominium Unit encumbered by such Institutional Mortgage.

If the mortgagee of an Institutional Mortgage of record, or the Declarant or any other purchaser or purchasers of a Condominium Parcel obtains title to the Condominium Parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid shares of common expenses or assessments shall be deemed to be common expenses collectable from all of the Owners of Condominium Units in the Condominium, including such acquiror and his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his Condominium Parcel from the date of acquiring said Condominium Parcel.

In furtherance of said grant of authority to the Association to make, levy, and collect assessments to pay the costs and expenses for the operation, maintenance and management of the Condominium, the following provisions shall be operative and binding upon the owners of all Condominium Units, to-wit:

- A. The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which

may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. As a common expense of the Association, there shall be included the cost and expenses of the Recreation Agreement and the cost of maintaining leasehold, easements, memberships, and other possessory use or fee interests in the lands or facilities, including, but not limited to, country clubs, tennis and golf clubs, marinas, and other recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Unit Owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the Association. The annual budget shall be established, adopted, and amended in accordance with and pursuant to the Association's By-Laws and copies of said budget shall be delivered to each Unit Owner; provided, however, the delivery or non-delivery of a copy of said budget to each Owner shall not affect the liability of any Owner for payment of any assessment(s) thereunder. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

- B. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Condominium, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of common elements, as well as the replacement of personal property which may constitute a portion of same held for the joint use and benefit of all of the Owners of all Condominium Parcels. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of common elements.
- C. The Board of Directors of the Association, in establishing said annual budget for operation, management, and maintenance of the Condominium, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners, as a result of emergencies or for other reasons, placing financial stress upon the Association.
- D. All monies collected by the Association shall be treated as separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association, and as monies for any assessment are paid to the Association by any Unit Owner, the same may be commingled with monies paid to said Association by other Unit Owners. Although

all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his Condominium Parcel. When the Owner of a Condominium Parcel shall cease to be a member of the Association by reason of his divestment of ownership of such Condominium Parcel, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Unit Owner, as all monies which any Unit Owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

- E. The owner or owners of each Condominium Parcel, regardless of how little is acquired, including a purchaser at a judicial sale, shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are Owner or Owners of a Condominium Parcel in the Condominium. In the event that any Owner or Owners are in default in payment of any assessment or installment thereof owned to the Association, such Owner or Owners of any Condominium Parcel shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.
- F. No Owner of a Condominium Parcel may exempt himself from liability for any assessment levied against such Owner and his Condominium Parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the Condominium Parcel, or in any other way.
- G. Recognizing that the necessity for providing proper operation and management of the project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the Owners of Condominium Parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the Owner of each Condominium Parcel, the Association is hereby granted a lien upon each and every Condominium Parcel, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the Owner of each Condominium Parcel, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon such Condominium Parcel. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the Owner of any Condominium Parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Parcel, without notice to the Owner of said Condominium Parcel. The rental required to be paid shall be equal to the rental charged on comparable types of condominium units in Dade County.

Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances, which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of fifteen percent (15%) per annum on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any Condominium Parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Parcel expressly subject to such lien rights.

Notwithstanding anything to the contrary contained in the foregoing, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the Claim of Lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If, after diligent search and inquiry, the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided hereinbelow.

- H. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment.
- I. The lien granted unto the Association shall be effective from and after the time of recording in the Public Records of Dade County, Florida, a Claim of Lien stating the description of the Condominium Parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, or until barred by Chapter 95, Florida Statutes (1977), as amended. Such Claim of Lien shall include only assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such Claim of Lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record.
- J. By recording a notice in substantially the following form, a Unit Owner or his agent or attorney may require the Association to enforce a recorded Claim of Lien against his Condominium Parcel:

NOTICE OF CONTEST OF LIEN

TO: The Golfview Club At Fontainebleau Park,
Condominium #4, Inc.

You are notified that the undersigned contest the Claim of Lien filed by you on _____, 19_____, and recorded in Official Records Book _____ at Page _____ of the Public Records of Dade County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this _____ day of _____, 19_____.

Signed: _____ (Owner or Attorney)

The Clerk of the Circuit Court shall mail a copy of the recorded Notice of Contest to the lien claimant at the address shown in the Claim of Lien or most recent amendment to it, shall certify to the service on the face of the Notice, and shall record the Notice.

Service is complete upon mailing. After service, the Association has ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within the 90-day period, the lien is void.

K. Whenever any Condominium Parcel is leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the Owner of such Condominium Parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Condominium Parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Condominium Parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the Owner of said Condominium Parcel and such Condominium Parcel due to the Association shall be in default (whether or not a Claim of Lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the Owner of any Condominium Parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

L. In any voluntary conveyance of a Condominium Parcel, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses made up

to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

- M. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

14. Insurance.

- A. **Liability Insurance.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the common owners, as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

B. **Casualty Insurance.**

- (1) **Purchase of Insurance:** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, and such Flood Insurance as is available and/or which is required by Institutional Mortgagees pursuant to Federal regulations, insuring all of the insurable improvements within the Condominium, including real and personal property owned by the Association, and fixtures, installations or additions comprising that part of the Condominium buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Units initially installed or replacements thereof, in accordance with the original plans and specifications, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to maximum insurable replacement value, as determined annually by the Board of Directors of the Association.

The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium Unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the Institutional Mortgagee having the highest dollar

indebtedness on Units in the Condominium, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

- (2) **Loss Payable Provisions - Insurance Trustee:** All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to a bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which bank is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, (sometimes collectively referred to hereinafter as "Beneficial Owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

- (a) **Common elements:** Proceeds on account of damage to common elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.
 - (b) **Condominium Units:** Proceeds on account of Condominium Units shall be in the following undivided shares:
 - (i) **Partial Destruction** - when Units are to be repaired and restored - for the Owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.
 - (ii) **Total Destruction of the Condominium Property** or where "very substantial" damage occurs and the Condominium Property is not to be restored, as provided hereinafter in this Article - for the Owners of all Condominium Units, each Owner's share being in proportion to his share in the common elements appurtenant to his Condominium Unit.
 - (c) **Mortgagees:** In the event an Institutional Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.
- (3) **Distribution of Proceeds:** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial

Owners and expended or disbursed after first paying, or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

- (a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. Said remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.
 - (b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him. Said remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner elsewhere stated.
 - (c) Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary of the Association, as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such a certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.
- (4) Loss Within a Single Unit: If loss shall occur within a single Unit or Units, without damage to the common elements, the insurance proceeds shall be distributed to the Beneficial Unit Owner(s), remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. Said remittance

shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

- (5) **Loss Less than "Very Substantial":** Where loss or damage occurs to more than one Unit, or to the common elements, or to any Unit or Units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":
 - (a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
 - (b) If the damage or loss is limited to the common elements, with no, or minimal damage, or loss to any individual Unit, and if such damage or loss to the common elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.
 - (c) If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a Unit, then this right of approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness on Units in the Condominium. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforescribed, shall have the

right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

- (d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- (e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual Unit Owners for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Directors find that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific, individually damaged, Unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the premises.
- (f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision shall be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his unit shall be subject to special assessment for such sum.
- (6) "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Article 14.B.1) becomes payable. Should such "very substantial" damage occur, then:

- (a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.
- (b) The provisions of Article 14.B.5(f) shall not be applicable to any Institutional Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.
- (c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with respect to the abandonment of the Condominium, subject to the following:
 - (i) If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium, in which case the Condominium Property shall be removed from the provisions of the law, in accordance with Section 718.117 of the Condominium Act.
 - (ii) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and to abandon the Condominium, then it shall be so abandoned and the Condominium Property removed from the provisions of the law, in accordance with Section 718.117 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 14.B (5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in paragraph 14.B (5)(c) above. To the extent

that any insurance proceeds are paid over to Institutional Mortgagees, and in the event it is determined not to abandon the Condominium and to vote a special assessment, the Unit Owners shall be obliged to replenish the funds so paid over to his Institutional Mortgagee, and said Unit Owners and their Units shall be subject to special assessment for such sum.

- (d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all Unit Owners.
 - (7) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the Institutional Mortgagee holding and owning the first recorded mortgage encumbering a Condominium Unit within the Condominium requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the Beneficial Owners of the fund in the manner elsewhere stated.
 - (8) Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.
 - (9) Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original buildings, or as the buildings were last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations, or rebuilding.
 - (10) Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.
- C. A workmen's compensation policy shall be purchased to meet the requirements of law.
- D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable shall be obtained by the Association.

- E. Each individual Unit Owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph F hereinafter.
- F. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waive its right of subrogation as to any claims against the Unit Owners, the Association, and their respective servants, agents, and guests.
- G. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend, as permitted by law.
- H. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.
- I. Premiums for the payment of all Insurance which the Association shall obtain pursuant to the provisions of this Paragraph 14 shall be paid by the Association and charged as a common expense.

15. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every Condominium Parcel Owner shall:

- A. Not use or permit the use of his Unit for any purpose other than as a family residence and maintain his Unit in a clean and sanitary manner.
- B. Not keep pets or other animals in his Unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Declarant and the Association that said written approval will not be withheld for small dogs and cats. In the event written approval as aforescribed is obtained by the Unit Owner, then and in such an event the Unit Owner will be required to be sure that the animal is always kept under a leash or within a cage. In no event shall the animal be a nuisance or disturbance of any kind or nature. In the event written approval as aforescribed is obtained, then and in such an event such approval will be subject to Rules and Regulations established from time to time by the Association.
- C. Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the common elements.
- D. Conform to and abide by the By-Laws and uniform Rules and Regulations in regard to the use of the Unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through, or under him, do likewise.

- E. Allow the Board of Directors and or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, or replacement of improvements within Units or the common elements, or in case of emergency threatening Units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-Laws of the Association.
- F. Signs - No "Sold" or "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, recreational facilities or Units. The right is reserved to the Declarant to place "Sold" or "For Sale" or "For Rent" signs in connection with any unsold or sold or unoccupied Units it may from time to time own. The same right is reserved to any Institutional Mortgagee which may become the Owner of a Unit and to the Association as to any Unit which it may own.
- G. Not make or cause any structural alterations to and in any of the buildings, including, but not limited to, enclosing or screening of a terrace, balcony, or sundeck of any Unit, or removal of any additions or improvements or fixtures from any of the buildings, or do any act that will impair the structural soundness of any of the buildings, without first obtaining the prior written consent of the Declarant or the Association.
- H. Make no repairs to any plumbing or electrical wiring or air-conditioning and heating systems except by personnel authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements. All repairs, maintenance and replacement of air-conditioning and heating systems regardless of location shall be the responsibility of the Unit Owner involved in such repair or replacement.
- I. Not cause to be constructed or built any additional air-conditioning or fan equipment attached to walls, windows, or doors or displayed in such a manner as to be seen from the outside of any of the buildings.
- J. Not permit to be constructed or built any additional windows, walls, doors, terraces, balconies, sundecks, or walkways, on or to his Unit without first obtaining the prior written consent of the Declarant or the Association.
- K. Provided, however, that until the Declarant has completed and sold all the Units in the Complex, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements in this Condominium and the Complex and the sale of the Units. The Declarant (or its duly authorized agents, or assigns) may make such uses of the unsold Units, the common areas and the Recreational Property as may facilitate such completion and sale, including but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Declarant may use unsold Units as model units or as sales offices for display purposes to prospective condominium purchasers. The Declarant shall have the right to use unassigned parking spaces and guest parking spaces for prospective purchasers and such other parties as Declarant determines.

16. Conveyances, Sales, Rentals, Leases and Transfers. In an effort to provide a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner, other than the Declarant, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any Condominium Parcel to any person other than transferor's spouse, the Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, and shall notify the Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale, within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall thirty (30) days before such sale, conveyance or transfer, give written notice to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the Owner. In the event no members of the Association accept first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the Owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice received no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer, on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to

redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all his right, title and interest to the member or members making the redemption.

An affidavit of the secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a Condominium Parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a Condominium Parcel have been complied with, and that the sale or transfer of a particular Condominium Parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such Condominium Parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such person(s) was made at the price, terms, and date stated in the notice given to the secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

- B. Rental or Lease: A Condominium Parcel shall not be leased or rented without the prior written approval of the Association. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the Recreational Facilities to the exclusion of the party not using same.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease on any Condominium Unit, is the right of the Association hereby given and granted of first refusal to lease any Condominium Unit offered for lease by any member of the Association. Accordingly, no Owner of a Condominium Unit shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said Condominium Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Condominium Unit may have received for the lease of his said Condominium Unit. If the Association is desirous of exercising its option to lease said Condominium Unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the Owner of said Condominium Unit desiring

to lease the same or the exercise by the Association of its election to so lease said Condominium Unit, such notice to be in writing, and sent by certified mail to said owner within fifteen (15) days from receipt by the Association of the Owner's notice to said Association as hereinabove required. If the Association has elected to lease such Condominium Unit, then upon notifying the Owner of such Condominium Unit of its election to lease said Condominium Unit, the Association shall execute a lease and shall consummate said lease, all on the same terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the Owner, exercise its right of first refusal herein granted, the Owner may lease the Condominium Unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any Condominium Unit to be exercised in its name for itself or for a party approved by said Board of Directors.

- C. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the Condominium Parcel.
- D. In the case of the death of the Owner of a Condominium Parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Condominium Parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the Condominium Parcel, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of his Condominium Parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Parcel, or under the laws of descent and distribution of the State of Florida the Condominium Parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the Condominium Parcel. If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Condominium Parcel, subject to the provisions of this enabling Declaration and the Articles of Incorporation and By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said Condominium Parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Dade County, Florida,

upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be charged to and paid by the Association. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said Condominium Parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or such person or persons or the legal representative of the deceased Owner may sell the said Condominium Parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

- E. No Owner may mortgage his Condominium Parcel or any interest therein without the approval of the Association, except to an Institutional Mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.
- F. Any sale, mortgage, or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.
- G. There shall be deposited and delivered to the Association, simultaneously with the giving of notice of intention to sell or lease, or of transfer, gift, devise or inheritance, a credit reporting fee in the amount of Fifty Dollars (\$50.00), or such greater fee as may be provided by the Florida Condominium Act, as amended from time to time. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for same. No charges shall be made in connection with an extension or renewal of a lease.
- H. The foregoing provisions of this paragraph 16 shall not apply to a transfer by a Unit Owner to his or her spouse or (if a unit is owned by a form of co-tenancy) to transfer from one co-tenant to the other co-tenant(s).
- I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise, or otherwise in the event those prospective unit owners or lessees by being such a unit owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or Exhibits hereto.
- J. The foregoing provisions of this Paragraph 16 shall not apply to a transfer to or purchase by any Institutional Mortgagee that acquires its title as a result of owning a lien or mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors, or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by any Institutional Mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale, or lease by a "bulk grantee" of an Institutional Mortgagee that so acquires its title as a result of owning a mortgage upon the unit concerned. A "bulk grantee" is defined as a grantee acquiring three or more units from said Institutional Mortgagee. The assignee of a mortgage originally taken by an Institutional Mortgagee shall enjoy the same rights, immunities, and privileges as are herein granted to said Institutional Mortgagee. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale,

foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Declarant, or any person who is an officer, stockholder or Director of the Declarant; and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this paragraph 16, and without the approval of the Association, and without payment of any credit reporting fee.

K. Notwithstanding anything herein to the contrary, the Declarant shall have the right of first refusal to purchase any unit which the Association or its members shall have the right to purchase upon the same price and at the same terms available to the Association or members; such right of first refusal to continue until such time as the Declarant shall have completed, sold and closed on the sale of all units in the Condominium or until three (3) years after the recordation of this Declaration, whichever shall first occur.

17. Restraint upon Separation and Partition. Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto whether or not specifically described, including, but not limited to, the Condominium Parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a Condominium Parcel by any Owner or Owners is dependent upon the use and enjoyment of the common elements in common with the Owners of all other Condominium Units, and that it is in the interest of all Owners of Condominium Parcels that the ownership of the common elements be retained in common by the Owners of Condominium Parcels in the Condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each Condominium Parcel shall remain undivided and no Unit Owner shall bring any action for partition or division.

18. Declarant's Tenants. It is understood and agreed by all parties hereto and all Unit Owners that certain units may be occupied by tenants of the Declarant under lease agreements heretofore or hereafter consummated and agreed upon. Any such tenants of Declarant shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a nonexclusive basis all common elements of the Condominium and the Recreational Facilities without any cost or expense, except as may be provided under their lease agreement with the Declarant.

19. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association or the Declarant in such action.

In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the By-Laws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the Unit Owner complies with his said obligation, then and in such event the Unit Owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

20. No Waiver of Rights. The failure of the Declarant, or the Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. Assignability of Rights of Declarant. The rights and privileges reserved in this Declaration of Condominium and the exhibits hereto in favor of the Declarant are freely assignable, in whole or in part, by the Declarant to any party who may be hereafter designated by the Declarant to have and exercise such rights; and such rights may be exercised by the nominee, assignee or designee of the Declarant and/or exercised by the successor or successors in interest of the Declarant and/or the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Declarant.

22. Type of Ownership. Ownership of a residential Condominium Parcel shall be by warranty deed from the Declarant conveying fee simple title to each Condominium Unit and the undivided share in all other improvements appurtenant to such Unit. There shall be included in each Unit the undivided share in the common elements as aforescribed.

23. Amendments. Except as otherwise provided in this Declaration, the By-Laws, and Articles of the Association, this Declaration of Condominium and the Articles and By-Laws of the Association may be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise provided, in this Declaration, the By-Laws and Articles of Incorporation of the Association, such approvals must be either by:

- (1) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association, or
- (2) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association, or
- (3) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Bay County, Florida.

Proviso Provided however:

- (4) That no amendment shall be made or be valid which shall in any manner impair the security of any Institutional Mortgagee having a mortgage or other lien against any Condominium Parcel.

- (5) That no amendment shall be made increasing or decreasing a Unit Owner's percentage of ownership in the common elements as hereinabove stated, nor which would materially alter or modify the appurtenances to a Condominium Unit, or materially change the configuration of the perimetrical boundaries thereof, or change the proportion of the percentage by which the Owner of a Condominium Parcel shares the common expenses and/or owns the common surplus unless the Unit Owner or Unit Owners so affected and all record owners of liens shall join in the execution of the amendment; provided, however, nothing contained within this Declaration shall be construed as a limitation on the Declarant's right to adjust and alter any interior walls or partitions of a Unit or other interior configuration of a Unit which do not materially affect the size of the Unit or the configuration of the perimetrical boundaries of said Unit.
- (6) No provisions of paragraph 14 of this Declaration may be changed without the written consent and approval of ninety percent (90%) of all Institutional Mortgagees of record of this Condominium.
- (7) No amendment shall be made or be valid so long as the Declarant is the Owner of any Unit within the Condominium unless the approval of the Declarant is expressly noted thereon in writing.
- (8) No provisions of paragraph 8(a) of this Declaration may be changed, altered or modified without the written consent and approval of all Unit Owners and their mortgagees.
- (9) Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Declarant may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Dade County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit Owners, lienors, or mortgagees of Units of the Condominium whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this sub-paragraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was

the intent at the time of the incorrect legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided for herein.

- (10) Notwithstanding anything to the contrary contained in this Declaration, in the event because of scrivener's error, all of the common expenses or interest in the common surplus or all of the common elements in the Condominium have not been distributed in this Declaration so that the sum total of the shares of common elements and/or common expenses and/or of common surplus, as distributed herein, fail to equal one hundred percent (100%) whether said sum total is more than or less than one hundred percent (100%), then such error may be corrected by the filing of an Amendment to the Declaration executed by the Association and the Owners of the Units and owners of liens thereon for which modifications in the shares of common elements and/or common expenses and/or common surplus are being made. No other Unit Owners shall be required to join in or execute such an amendment. The Association's approval of the execution of said amendment shall be determined by a vote of not less than Sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors.
 - (11) Notwithstanding anything to the contrary contained in this Declaration, provided the property rights of Unit Owners are not materially adversely affected, a defect, omission, or error in this Declaration of Condominium or in the Articles of Incorporation, By-Laws, or such other documentation required by law to establish the condominium form of ownership may be corrected by an amendment to the Declaration of Condominium or such other documentation as may be required by law, by the approval and execution of such amendment by the Association. The approval and adoption of such an amendment for the curing of defects, errors or omissions as aforesaid may be made by a vote of Sixty-six and two thirds percent (66-2/3%) of the entire membership of the Board of Directors of the Association in lieu of, but not in limitation of the use of, the aforescribed methods of amendment in this paragraph 23.
- C. A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Dade County, Florida.
- D. Amendments to the Declaration or other condominium documentation for the enlargement of common elements as may be permitted by Florida Statutes shall be approved and executed in accordance with the provisions of this paragraph 23.

24. Termination. This Condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida Statutes, at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article 14.B (6) hereof, this Condominium shall be subject to termination, as provided in said Article 14.B(6).

In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of the said meeting by seventy-five percent (75%) of the total vote of the members of the Association, and all Institutional Mortgagees, then the Association shall have an option to purchase all of the Units of the other non-consentive Owners within a period expiring one hundred-twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

- A. Exercise of Option: An agreement to purchase, executed by the Association and/or the record Owners of the Condominium Parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record Owners of the Condominium Parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which Units will be purchased by each participating owner and/or the Association, and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- B. Price: The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for Dade County, Florida, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.
- C. Payment: The purchase price shall be paid in cash.
- D. Closing: The sale shall be closed within sixty (60) days following the determination of the sale price.

25. Apartment Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- A. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (1) Upper Boundaries: The horizontal plane of the undecorated finished ceiling.
 - (2) Lower Boundaries: The horizontal plane of the undecorated finished floor.
- B. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries.
- C. Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding their respective Units, nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through Units which are utilized by or serve more than one (1) Unit. These items are hereby made a part of the common elements. However, an Owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper of his Unit.

26. Rights Reserved unto Institutional Mortgagees. So long as any Institutional Mortgagee or Institutional Mortgagees shall hold any mortgage upon any Condominium Parcel or Condominium Parcels, or shall be the owner of any Condominium Parcel or Condominium Parcels, such Institutional Mortgagee or Institutional Mortgagees shall have the following rights, to-wit:

- A. To be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.
- B. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.
- C. To be given notice of default by any member owning any Condominium Parcel encumbered by a mortgage held by any Institutional Mortgagee or Institutional Mortgagees, such notice to be given in writing and to be sent to the principal office of such Institutional Mortgagee or Institutional Mortgagees, or to the place which it or they may designate in writing to the Association.
- D. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each Institutional Mortgagee or Institutional Mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof, or the Board of Directors of the Association may designate any Institutional Mortgagee interested in the Condominium to act in such capacity.
- E. Whenever any Institutional Mortgagee or Institutional Mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional Mortgagees or Institutional Mortgagee hold any mortgage or mortgages, or identifying any Condominium Parcel owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Mortgagee or Institutional Mortgagees.

- F. Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, then said Institutional Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual Unit Owners for the payment of such items of common expense.
- G. If two (2) or more Institutional Mortgagees hold any mortgage or mortgages upon any Condominium Parcel or Condominium Parcels, and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, and the decision of such Institutional Mortgagee shall be controlling.
- H. In the event of a default under the Recreation Agreement, any Institutional Mortgagee shall have the right to advance to the Association (or to the Recreational Facilities Owner or his mortgagee as the situation may require) any and all sums as may be required to cure said default, whereupon the Institutional Mortgagee advancing said funds shall be subrogated to the rights of the party receiving such payment to the extent thereof.

27. Covenant Running With the Land. All provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Condominium Property and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the Articles, By-Laws and Rules and Regulations of the Association, are adopted and ratified by such Unit Owners, tenant or occupant.

28. Restrictions and Easements. The real property submitted to condominium ownership herewith is subject to conditions, limitations, dedications, restrictions, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service, for the United States Post Office authorities, easements for utility service and drainage now existing or hereafter granted by the Declarant for the benefit of such persons as the Declarant designates, and the

said Declarant shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Declarant has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easement not structurally weakening the building improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members.

It is understood that certain portions of the Condominium lands may, from time to time, be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas and landscaped areas for the common use and benefit of all Unit Owners or tenants or other parties in the Condominium. It is the intention of this Declaration that the portions of the common elements of this Condominium which must be utilized for the above described purposes of this paragraph 28 be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as at the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of easements attempted to be made herein, then and in such event, any easement, license or right of way, not deemed to be created as aforescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right of way was originally granted the benefit of said easement or license or right of way.

Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall constitute a covenant running with the land of the Condominium, and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Declarant and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

29. Invalidation and Operation. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidation of any portion of any provision contained in a conveyance of a Condominium Parcel, whether by judgment, court order, or statute, shall in no wise affect any of the other provisions, or the provisions of this Declaration, all of which shall remain in full force and effect.

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the association.

30. Approval and Ratification. The Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium Unit Owners, by virtue of their acceptance of the deed of conveyance as to their Condominium Parcel, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

31. WARRANTIES. THE DECLARANT DOES NOT WARRANT TO THE ASSOCIATION OR TO THE UNIT OWNERS OF THE CONDOMINIUM THE CONSTRUCTION OF, OR ANY PART OF, THE CONDOMINIUM PROPERTY, COMMON ELEMENTS OR UNITS, SAVE AND EXCEPT ANY EXPRESS WRITTEN WARRANTIES DELIVERED BY THE DECLARANT TO UNIT OWNERS AND/OR WARRANTIES PROVIDED FOR UNDER THE CONDOMINIUM ACT; AND ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR USE ARE HEREBY SPECIFICALLY AND EXPRESSLY DISCLAIMED. DECLARANT FURTHER DISCLAIMS ANY INTENT TO HAVE MADE ANY WARRANTY OR REPRESENTATION IN CONNECTION WITH THE CONDOMINIUM DOCUMENTS AND DISCLOSURE MATERIAL EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND THEREIN, AND NO PERSON SHALL RELY UPON ANY WARRANTY OR REPRESENTATION NOT SO SPECIFICALLY AND EXPRESSLY MADE HEREIN OR BY ANY OTHER CONDOMINIUM DOCUMENT. ANY ESTIMATES OF COMMON EXPENSES, TAXES OR OTHER CHARGES ARE BELIEVED TO BE ACCURATE, BUT NO WARRANTY OR GUARANTY IS MADE OR INTENDED NOR MAY ONE BE RELIED UPON EXCEPT WHERE SAME IS SPECIFICALLY AND EXPRESSLY WARRANTED OR GUARANTEED IN WRITING.

32. Execution of Documents Required by Governmental Authorities. The Declarant's plan for the development of this Condominium may require from time to time the execution of certain documents required by the applicable governmental authorities having jurisdiction over the Condominium and matters relating thereto. To the extent that said documents require the joinder of any or all property owners in this Condominium each of said owners, by virtue of his acceptance of a Warranty Deed to his Condominium Unit, does irrevocably give and grant to the Declarant, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and and in his place and stead.

33. Declarant's Right to Continue Construction. Declarant reserves the inalienable right to complete the construction of the Condominium Property, notwithstanding that a Unit Owner has closed title to his individual Unit.

34. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail, return receipt requested, at their place or residence in the Condominium, unless the Unit Owner has, by written notice duly received for, specified a different address. Notices to both the Association and the Declarant shall be delivered by certified mail, return receipt requested, at the primary office of the Association and Declarant at 3899 Northwest 7th Street, Suite 218, Miami, Florida 33126. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

35. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same, to-wit: Chapter 718 of the Florida Statutes.

36. Sales Activity and Declarant's Rights. That until the Declarant has completed and sold all the Units of the Condominium and/or in the project, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and sale of Units. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Units and the common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Declarant may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Declarant shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Declarant determines. The sales office, personal property, model furnishings, signs and all items pertaining to sale shall not be considered common elements and shall remain the property of the Declarant.

37. Changes in Declarant-Owned Units. Declarant shall have the right, without the vote or consent of the Association to (i) make alterations, additions, or improvements in, to, and upon Units owned by Declarant, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-owned Units; (iii) change the size and/or number of Declarant owned Units by subdividing one (1) or more Declarant-owned Units into two (2) or more separate units, combining separate Declarant-owned Units (including those resulting from such subdivision or otherwise) into one (1) or more Units, or otherwise; and (iv) reapportion among Declarant-owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any Units (other than Declarant-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Declarant.

38. Limited Common Elements. The balconies, sun decks, entry ways porches, terraces and patios of Condominium Units as shown on Exhibit "B" hereto are limited common elements usable only by appurtenant Unit Owners. Those portions of the common elements reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of the Unit Owners, are deemed limited common elements. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and exhibits attached hereto. Should said maintenance, repair or replacement be caused by negligence or misuse by a Unit Owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the Owner of said Unit, which assessment shall have the same force and effect as all other special assessments. A Unit Owner shall have the right to the exclusive use of his limited common elements, including terrace, patio, porch, balcony, entry way or sun deck and shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior balcony, entry way, sun deck, terrace, porch, or patio and the fixed and/or sliding glass door(s) in the entranceway to said patio, porch, terrace, balcony, or sun deck, and the replacement of light bulbs on said terrace, porch, patio, balcony, or sun deck, and the wiring, electrical outlets and fixtures thereon, if any. A Unit Owner may not screen or enclose his balcony, sun deck, terrace, porch, or patio except with the prior written approval of the Board of Directors of the Association.

39. Reservation of Exclusive Right to Install, Provide and Maintain Pay Television in the Condominium Property. Declarant anticipates that certain systems may be developed, including, but not limited to, Community Antenna Television, which will permit the transmission of a pay television picture to the Condominium Units of this Condominium. The Condominium Association and each Unit Owner in this Condominium do hereby give and grant unto the Declarant and the Declarant does hereby reserve unto itself for a thirty-five (35) year term, commencing with the date hereof, the exclusive right and privilege to install, provide and maintain any or all present or future systems which are or may be developed for the purpose of transmitting a pay television picture into the Condominium Units of this Condominium which desire such service. Declarant does further reserve such easements over, under, across and through the Condominium Property and for cables and other equipment as may be reasonably necessary to provide the transmission of a pay television picture to the Condominium. Declarant further reserves the unrestricted right to assign, transfer and convey the exclusive right, privilege and easement herein reserved. For the term of this reservation, the Condominium Association charged with the management of this Condominium and each Unit Owner in this Condominium, his successors and assigns, shall be prohibited from entering into any contract or agreement to provide pay television service with any party other than Declarant, or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Dade County, Florida.

40. Recreation and Common Areas Agreement. Pursuant to Section 718.114, Florida Statutes, the Association has entered into a Recreation and Common Areas Agreement referred to as such, with The Golfview Club At Fontainebleau Park No. 1, an unincorporated association a/k/a The Golfview Club At Fontainebleau Park Condominium Association No. 1, an unincorporated association and The Golfview Club At Fontainebleau Park, Inc., a Florida corporation not-for-profit. Pursuant to the Recreation and Common Areas Agreement, the Association has acquired an interest in and to the recreational facilities, lands and improvements described thereunder (the "Recreational Facilities") including the right to use the same. In accordance with Section 718.114, Florida Statutes, and the Recreation and Common Areas Agreement, all monies due or to become due under the provisions of the Recreation and Common Areas Agreement for the full term thereof, are declared for all purposes to be common expenses of the Condominium.

The Declarant and the Association, by their execution of this Declaration of Condominium, and each Unit Owner, by virtue of their taking title to a Condominium Unit, agree that notwithstanding the fact that the Recreation and Common Areas Agreement is attached to this Declaration of Condominium and was recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominium, that said Recreation and Common Areas Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium.

Each Unit Owner agrees to be bound by the terms and conditions of said Recreation and Common Areas Agreement and agrees to make payments to the Association of his share of the monies due, pursuant to and in the amount of proportion, or percentage amount, if so stated, as specified in the Recreation and Common Areas Agreement and this Declaration of Condominium. It shall be mandatory for each Unit Owner to make his pro rata payments of the foregoing expenses, as assessed by the Association, as part of the common expenses of this Condominium, regardless of whether or not said Unit Owner uses the Recreational Facilities.

Neither the Recreational Facilities described under the Recreation and Common Areas Agreement, nor the Association's or its members' rights thereunder shall be deemed a part of the Condominium Property of the Condominium created by virtue of this Declaration of Condominium.

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The Recreation and Common Areas Agreement will permit each Owner or the lessee of said Unit in the Condominium to have the right, privilege, access to and use of the Recreational Facilities thereunder. The Recreation and Common Areas Agreement has been entered into for the use and benefit of all Unit Owners in this Condominium and their lessees.

Each Unit Owner in this Condominium shall be entitled to the use and enjoyment of the Recreational Facilities under said Recreation and Common Areas Agreement, subject to the Rules and Regulations as promulgated by The Golfview Club At Fontainebleau Park No. 1, an unincorporated association a/k/a The Golfview Club At Fontainebleau Park Condominium Association No. 1, an unincorporated association and The Golfview Club At Fontainebleau Park, Inc., a Florida corporation not-for-profit.

In order to secure the faithful performance of the Association's obligation under the Recreation and Common Areas Agreement, each Unit Owner has pledged and granted a lien upon his Condominium Unit and his interest in the Condominium in favor of the Association as set forth in this Declaration for payment of assessments for the expenses of the Recreation Facilities as common expenses of the Condominium.

The Recreation and Common Areas Agreement may be amended by an instrument in writing, executed by The Golfview Club At Fontainebleau Park No. 1, an incorporated association a/k/a The Golfview Club At Fontainebleau Park Condominium Association No. 1, an unincorporated association and The Golfview Club At Fontainebleau Park, Inc., a Florida corporation not-for-profit, and the Association, as determined by majority vote of members of the Board of Directors of the Association. Notwithstanding the foregoing, no amendment to the Recreation and Common Areas Agreement shall materially impair the rights of Unit Owners to the use and enjoyment of the Recreational Facilities without the Owners of Units so affected and record Owners of Institutional Mortgages thereon joining in the execution of said amendment; and so long as Declarant holds any Units for sale to the public, in the ordinary course of business, no such amendment shall be made to the Recreation and Common Areas Agreement without the prior written consent of Declarant. Furthermore, no amendment shall be effective until duly recorded in the Public Records of Dade County, Florida, and the recording of said amendment shall constitute an amendment to this Declaration of Condominium as to the provisions herein relative to said Recreation and Common Areas Agreement. No amendment, as referred to in this paragraph, shall alter any provisions relating to the Institutional Mortgagees as set forth in the Recreation and Common Areas Agreement or this Declaration without the prior written consent of all such Institutional Mortgagees.

Whenever any of the provisions of the Recreation and Common Areas Agreement shall be in conflict with the provisions of this Declaration, then the provisions of the Recreation and Common Areas Agreement shall be controlling.

Each Unit Owner, his heirs, personal representatives, successors and assigns, shall be bound by said Recreation and Common Areas Agreement to the same extent and effect as if each had executed said Recreation and Common Areas Agreement for the purposes therein expressed, including, but not limited to:

- (a) Adopting, ratifying, confirming and consenting to the execution of the Recreation and Common Areas Agreement by the Association;
- (b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Recreation and Common Areas Agreement;
- (c) Ratifying, confirming, and approving each and every provision of said Recreation and Common Areas Agreement and acknowledging that all of the terms and provisions thereof, are reasonable; and,

- (d) Agreeing that the persons acting as directors and officers of the Association in the acquisition of such interest under the Recreation and Common Areas Agreement have not breached any of their duties or obligations to the Association.
- (e) Subjecting all of his right, title and interest in his Condominium Parcel and tangible personal property therein to the lien rights granted to the Association under the said Recreation and Common Areas Agreement.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name, this 28th day of May, 1982, in Dade County, Florida.

Witnesses:

Maritza Garcia
B. Bryan

CATOM INVESTMENT CORPORATION,
N.V., a Netherlands Antilles
corporation authorized to do
business in the State of Florida

By: J. Hadida
Jose Hadida, Managing Director

By: Jorge A. Fernandez
Jorge A. Fernandez,
Managing Director

FOR GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged The Golfview Club At Fontainebleau Park, Condominium #4, Inc., a Florida non-profit membership corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, The Golfview Club At Fontainebleau Park, Condominium #4, Inc., has this 28th day of May, 1982, caused these presents to be signed in its name by its President and its corporate seal affixed at Dade County, Florida.

Witnesses:

Maritza Garcia
B. Bryan

THE GOLFVIEW CLUB AT FONDAINEBLEAU
PARK, CONDOMINIUM #4, INC., a
Florida non-profit membership
corporation

By: Jorge A. Fernandez
Jorge A. Fernandez - Its President

STATE OF FLORIDA)
)
 SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jorge A. Fernandez and Jose Hadida, well known to me to be the Managing Director of Catom Investment Corporation, N.V., a Netherlands Antilles corporation authorized to do business in the State of Florida, and they acknowledged executing the same freely and voluntarily under authority vested in them by said corporation, on behalf of the said corporation.

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WITNESS my hand and official seal in the County and State last aforesaid this 28th day of MAY, 1980.

Belma Glenn
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 28, 1980
BONDED THRU JUN 20, 1980, UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jorge A. Fernandez as the President of The Golfview Club At Fontainebleau Park, Condominium #4, Inc., a Florida corporation not-for-profit, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of MAY, 1980.

Belma Glenn
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 28, 1980
BONDED THRU JUN 20, 1980, UNDERWRITERS

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EXHIBIT "A" TO
DECLARATION OF CONDOMINIUM FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

LEGAL DESCRIPTION

-DC-45-

SIMONSON REPORT ANNUAL REPORT Suite 610 173 N.E. 125th Street North Miami Florida 33161 • 305-675-1400

EXHIBIT A

LEGAL DESCRIPTION

A portion of Tract 23, Section Nine, Fountainebleau Park Subdivision, according to the plat thereof as recorded in Plat Book 94, at Page 35 of the Public Records of Dade County, Florida, being more particularly described as follows:

Beginning at the southeast corner of said Tract 23, thence run S 87°53'10" W along the southerly boundary line of said tract 23, for a distance of 357.31 feet to a point; thence run N 02°06'50" W for a distance of 25.00 feet to a point; thence run S 87°53'10" W for a distance of 50.00 feet to a point; thence run N 02°06'50" W for a distance of 199.72 feet to a point, thence run S 62°06'50" E for a distance of 74.95 feet to a point; thence run N 27°53'10" E for a distance of 98.47 feet to a point; thence run N 87°53'10" E for a distance of 112.15 feet to a point; thence run S 02°06'50" E for a distance of 54.17 feet to a point; thence run S 69°13'40" E for a distance of 105.59 feet to a point lying on the Easterly boundary line of said Tract 23; thence run S 24°13'40" E, along the Easterly boundary line of said tract 23, for a distance of 160.88 feet to a point; thence run S 41°28'10" E, along the Easterly boundary line of said tract 23 for a distance of 36.54 feet to a point of beginning together with all of Declarant's right, title and interest in and to, and subject to that certain easement for pedestrian and vehicular traffic and for the installation and maintenance of utilities over and across the East 20.00 feet of the West 45.00 feet of Tract 23, Fountainebleau Park Subdivision, Section Nine, according to the Plat thereof as recorded in Plat Book 94, at Page 35 of the Public Records of Dade County, Florida, as such easement is recorded under Clerk's File No. 73R-32985 of the Public Records of Dade County, Florida

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EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

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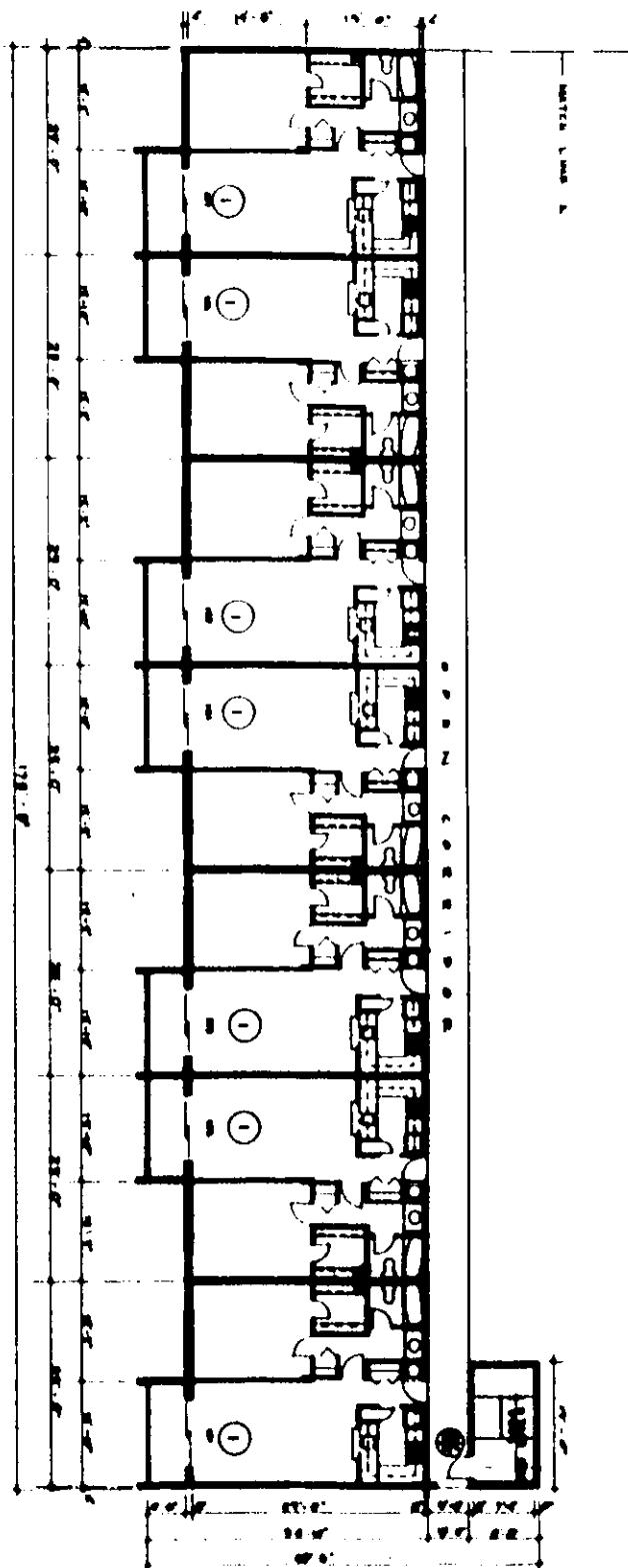
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PROBABLY IN USE.

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Page 3 of 15

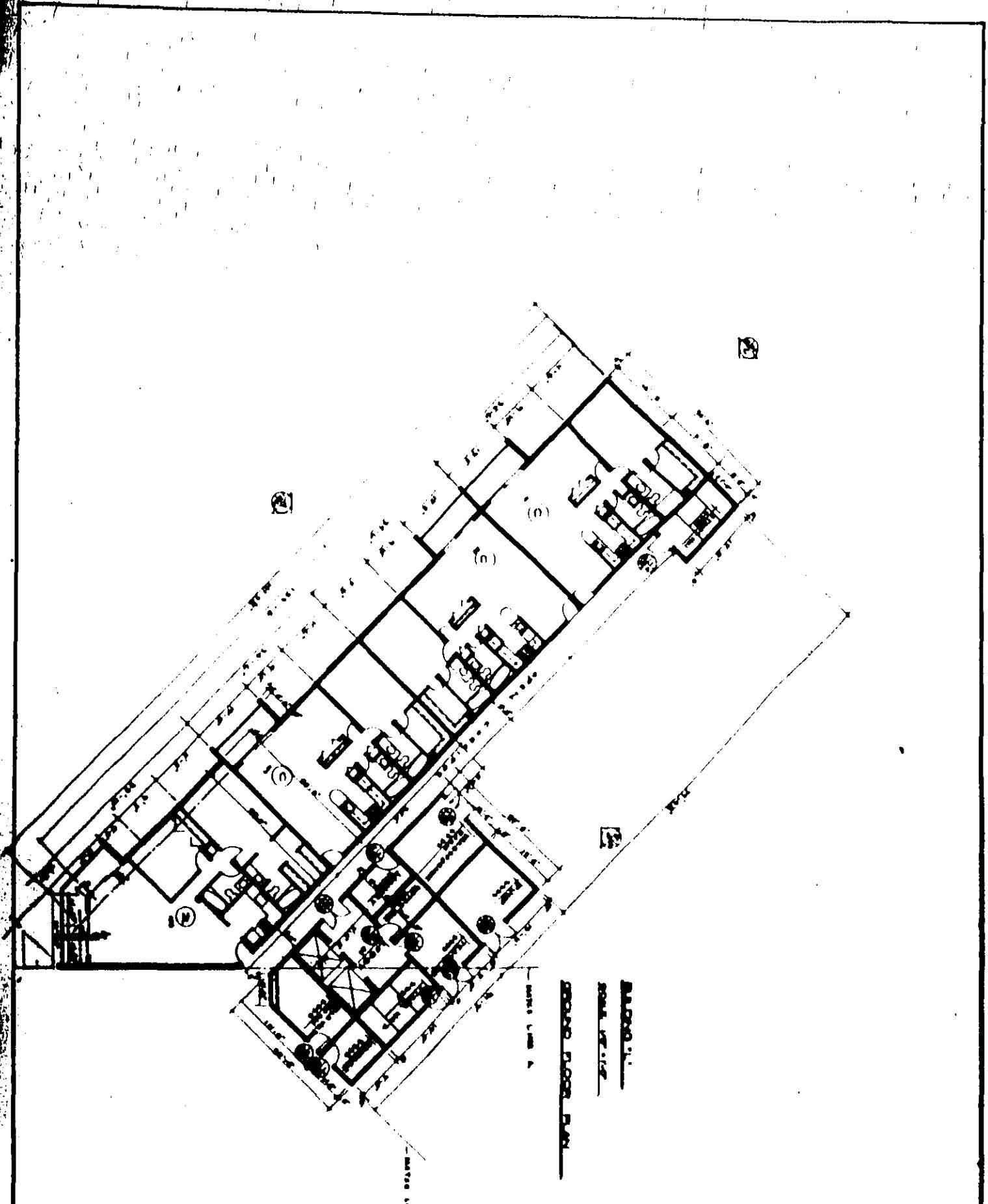


aldo lastra, a.i.a.
architect

miami - coral gables, Florida

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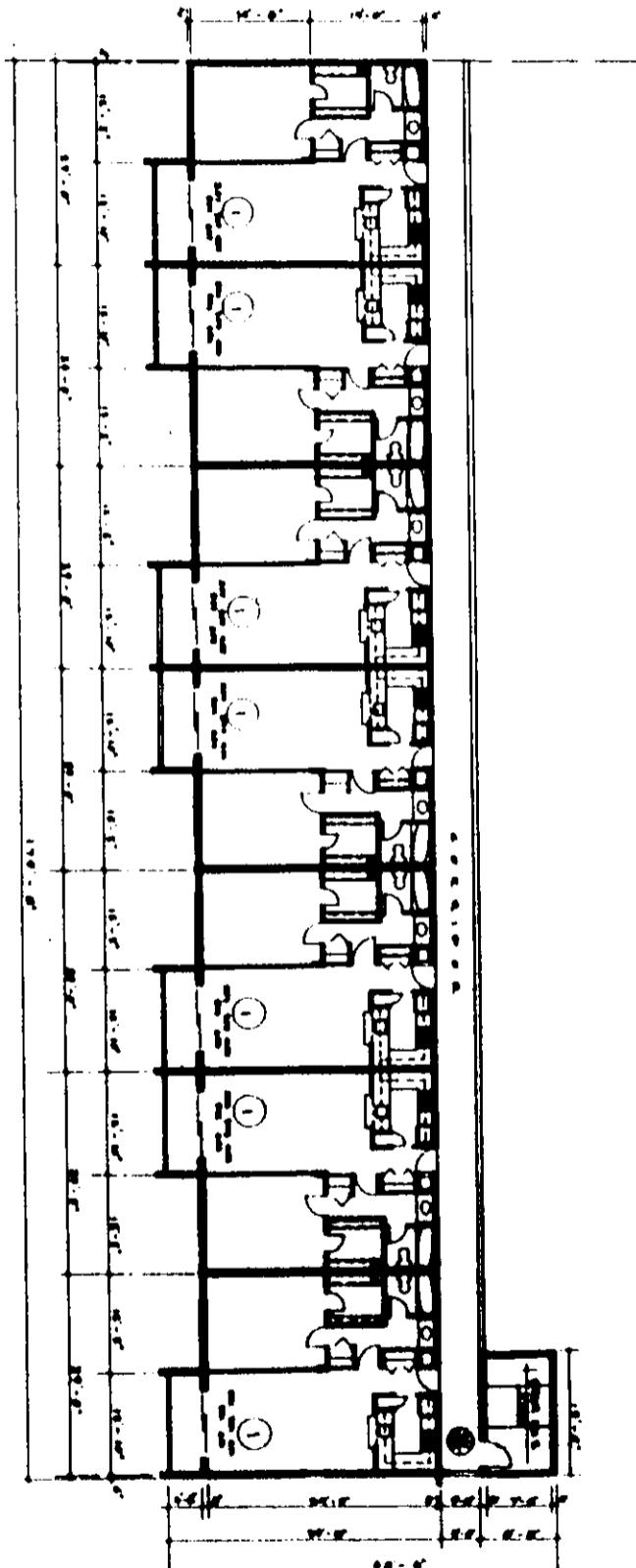
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Page 4 of 15



**aldo lastra, a.i.a.
architect**

miami - coral gables, florida

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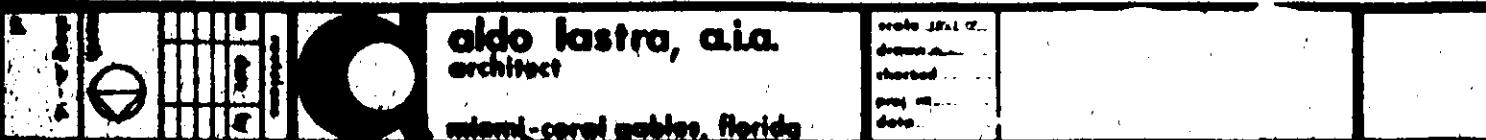
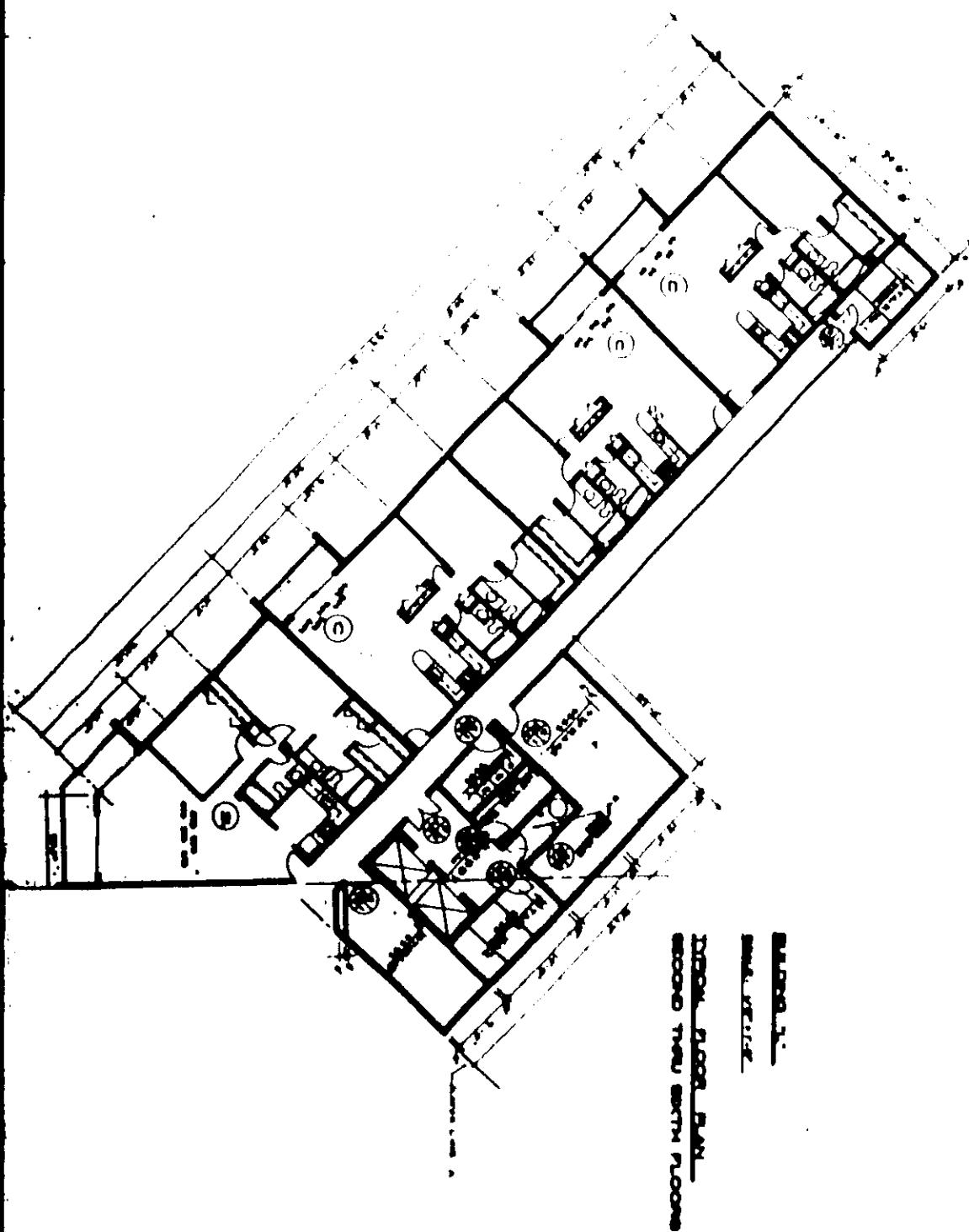
DOOR DOOR BAN
ACROSS THE EARTH FLOOR

BASIC

aldo lastra, a.i.a.
architect

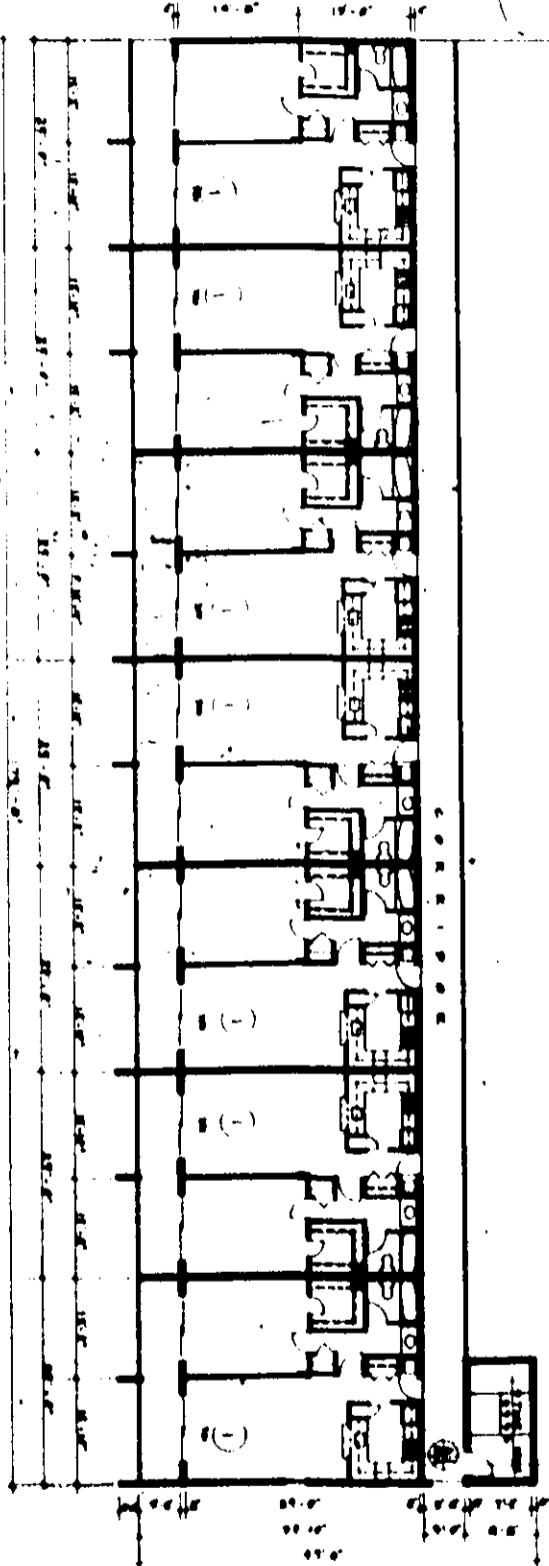
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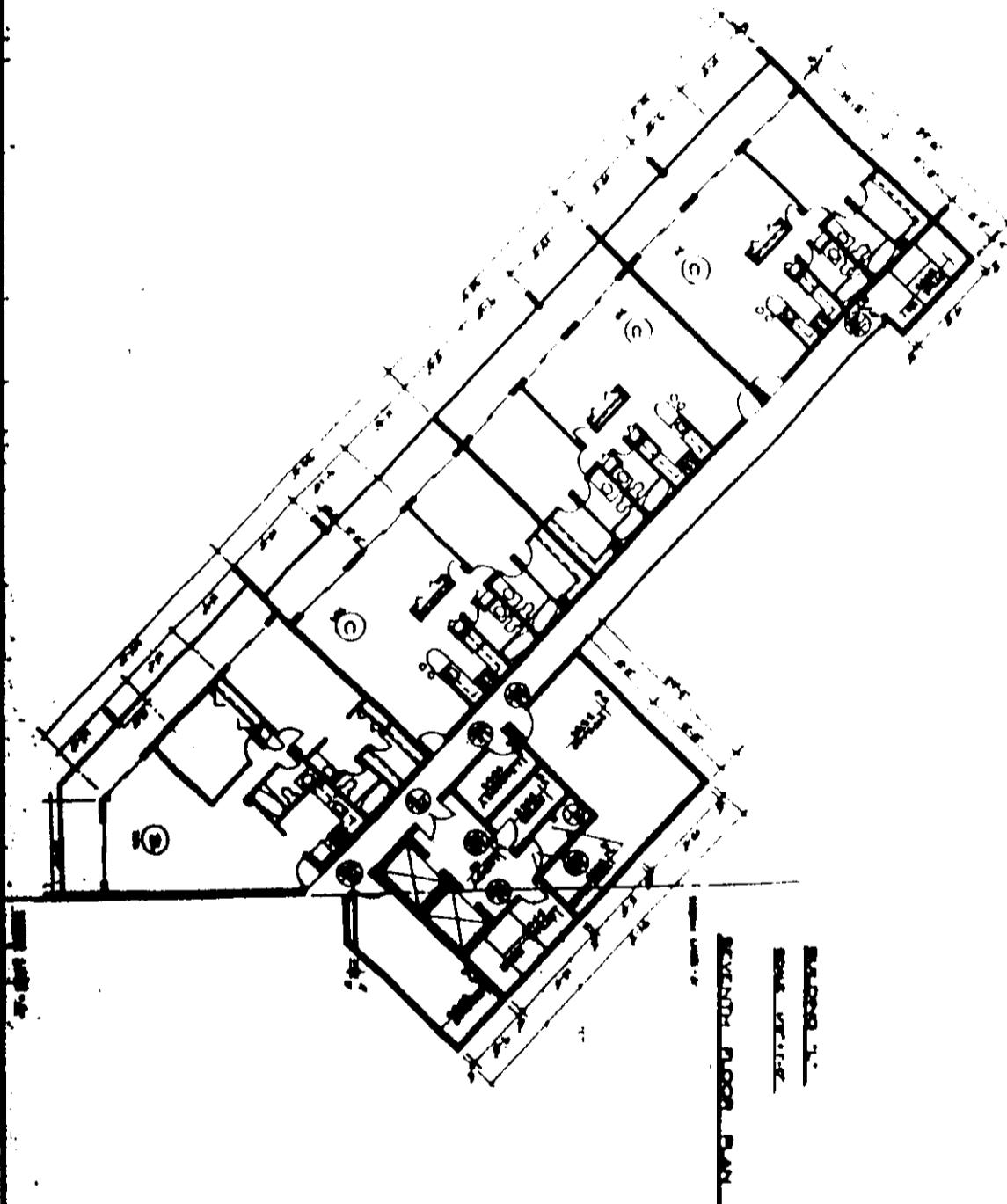
Page 7 of 15



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architect

Lamont Corporation Inc., Inc.

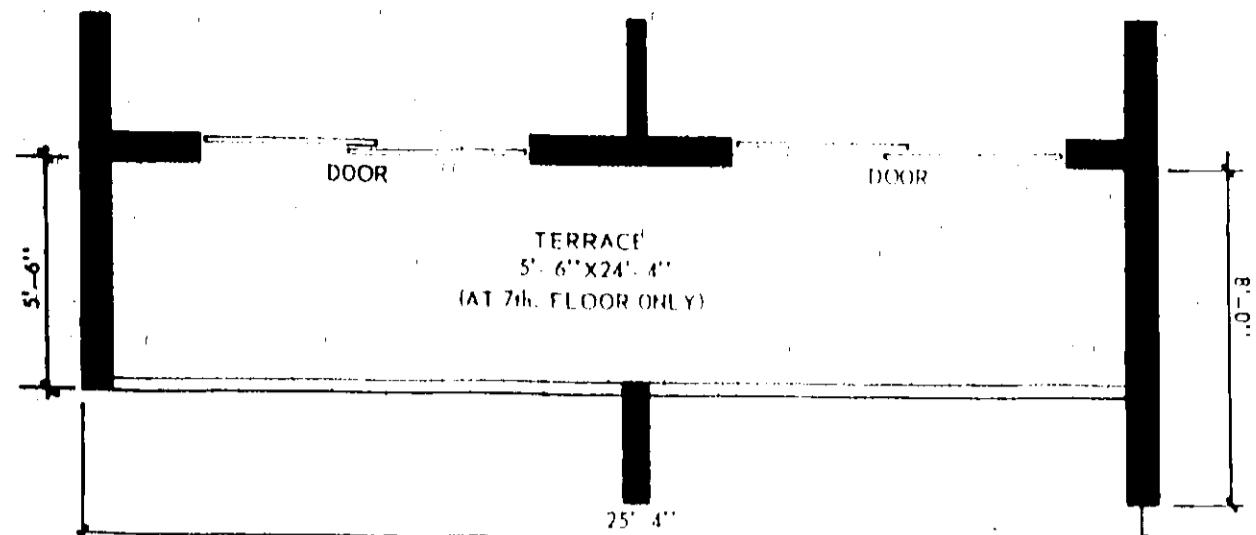
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Page 8 of 15



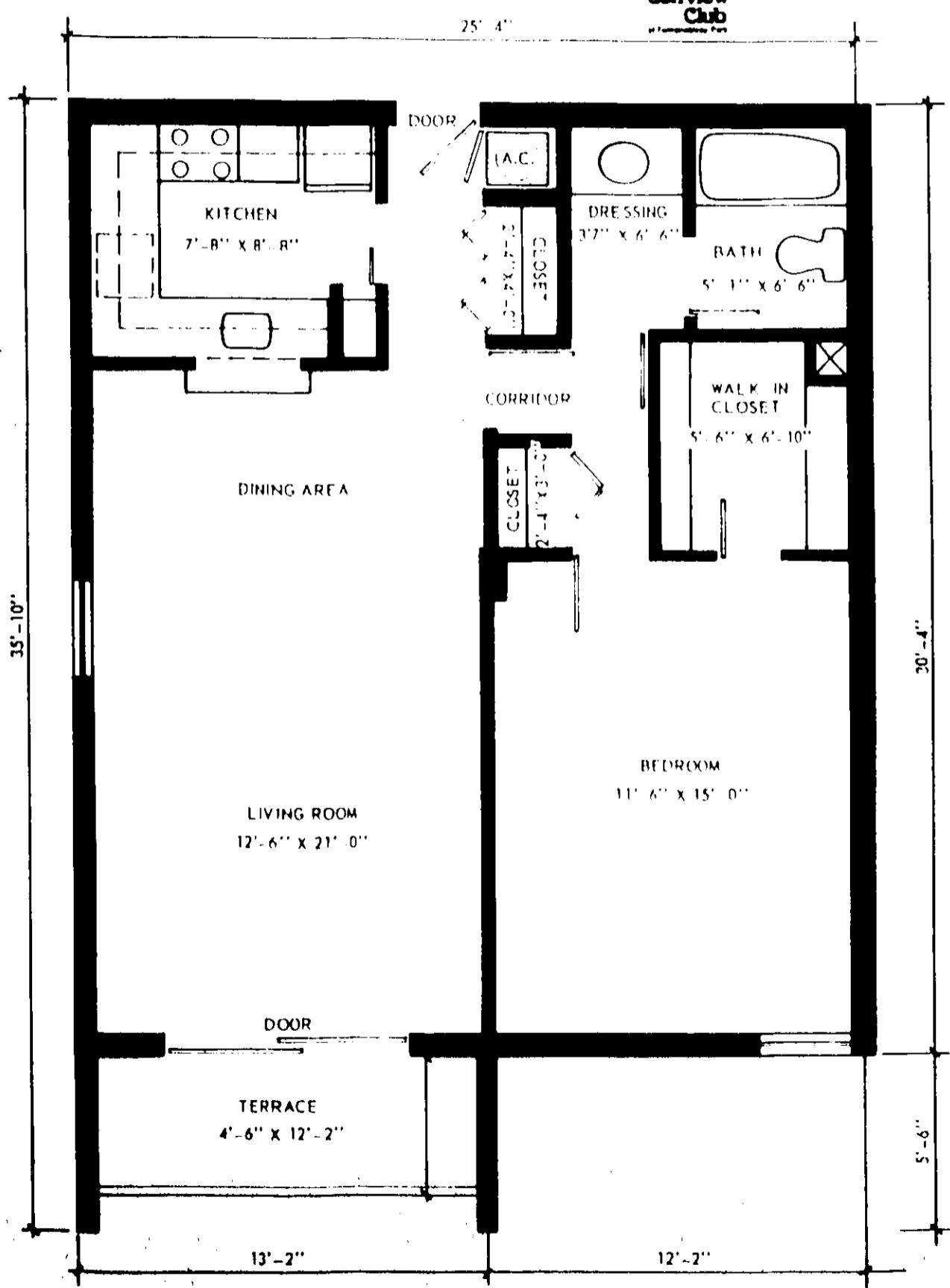
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architect

miami-coral gables, florida

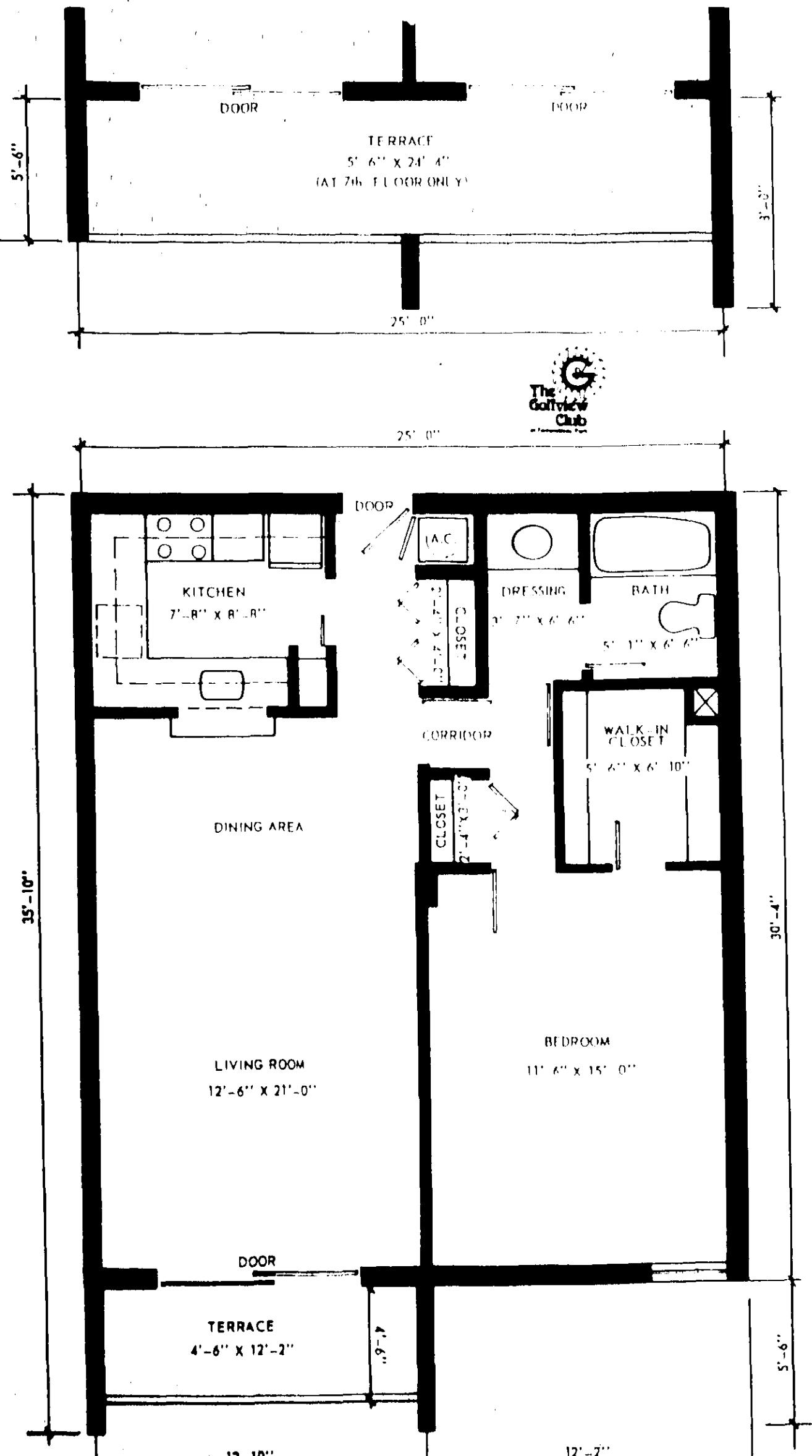
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The
Golfview
Club
at Tanglewood Park



APARTMENT TYPE I-CORNER
1 BEDROOM-1 BATH

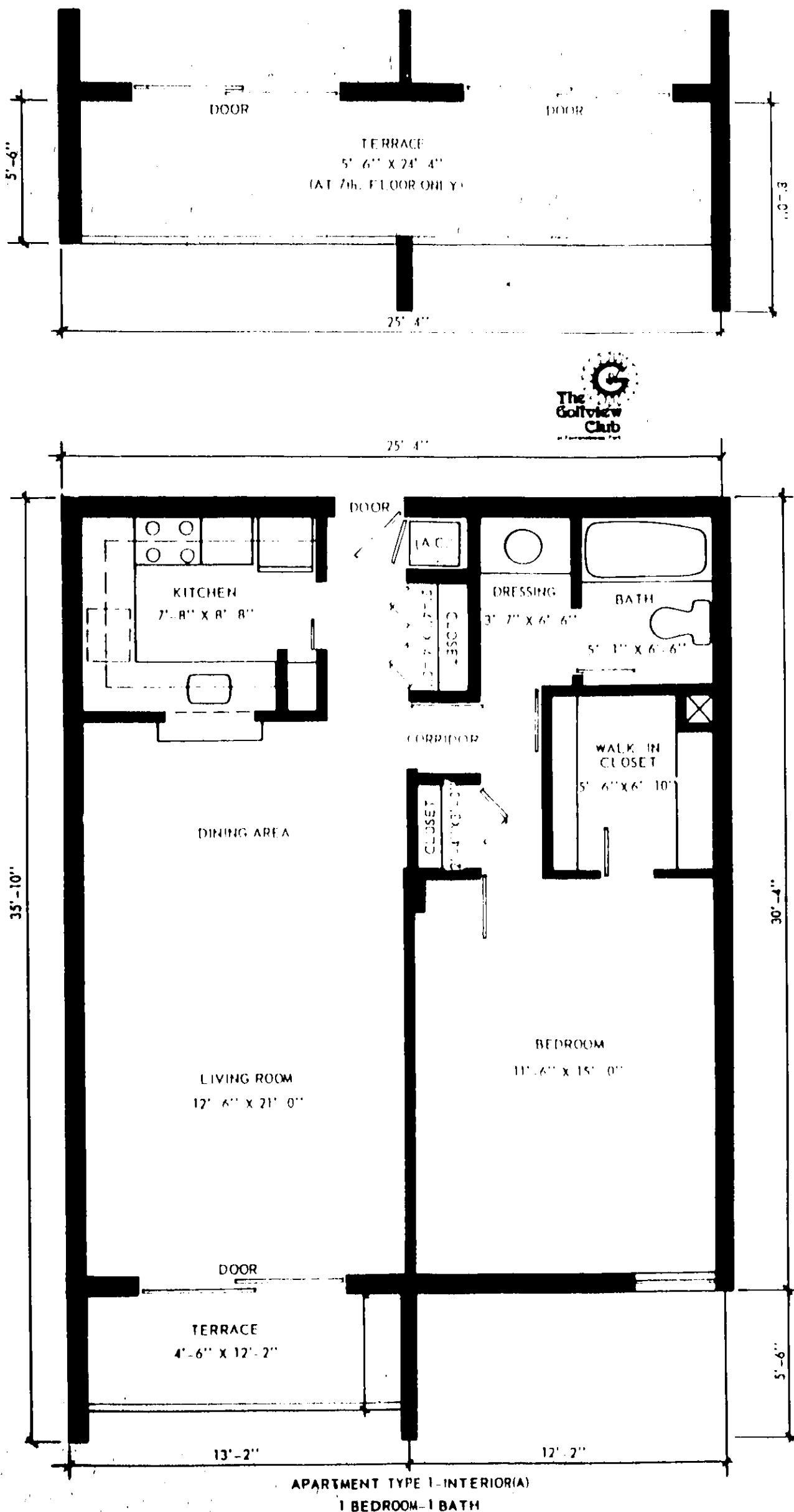


The
Golfview
Club

APARTMENT TYPE 1-INTERIOR
1 BEDROOM-1 BATH

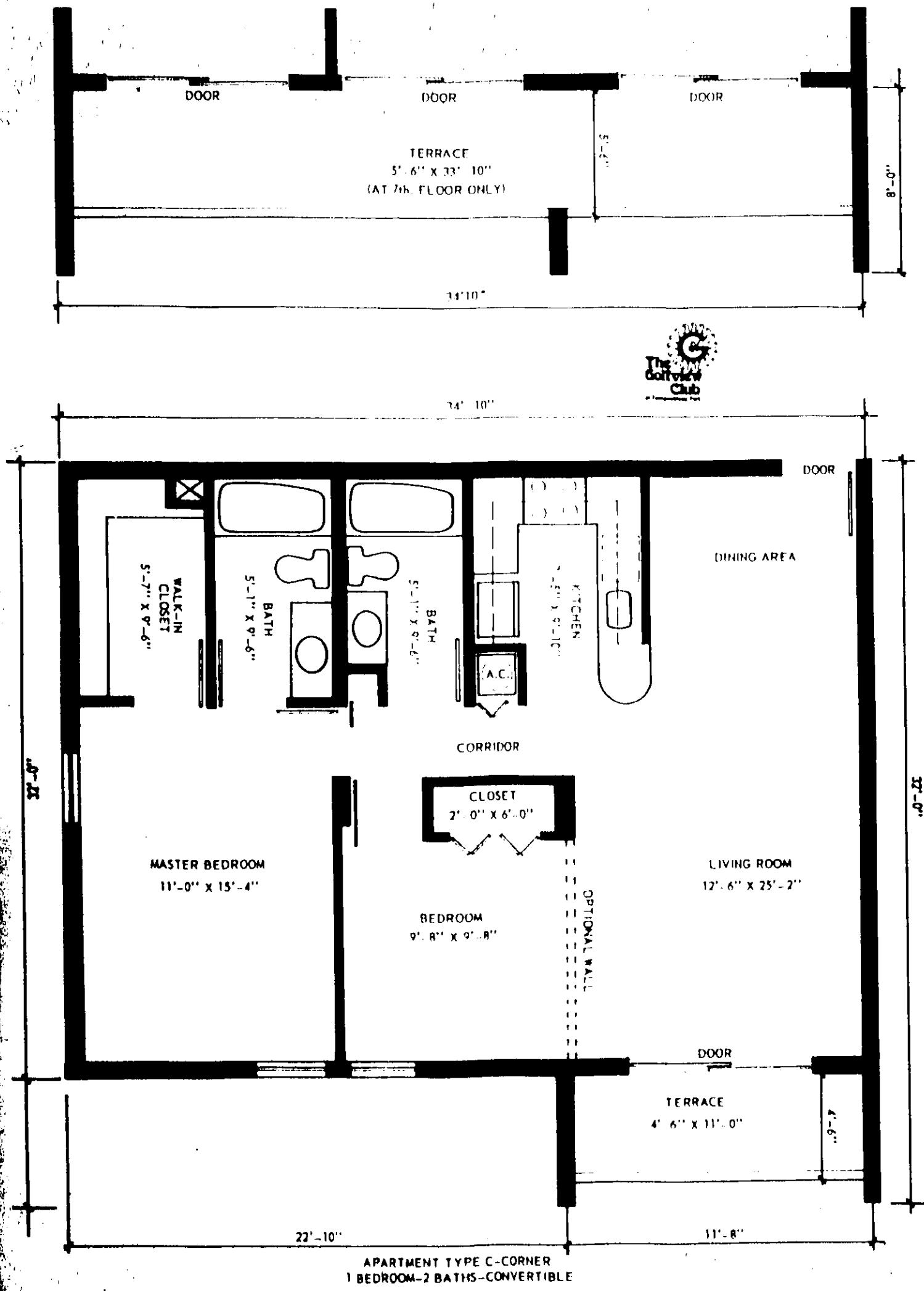
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Page 11 of 15



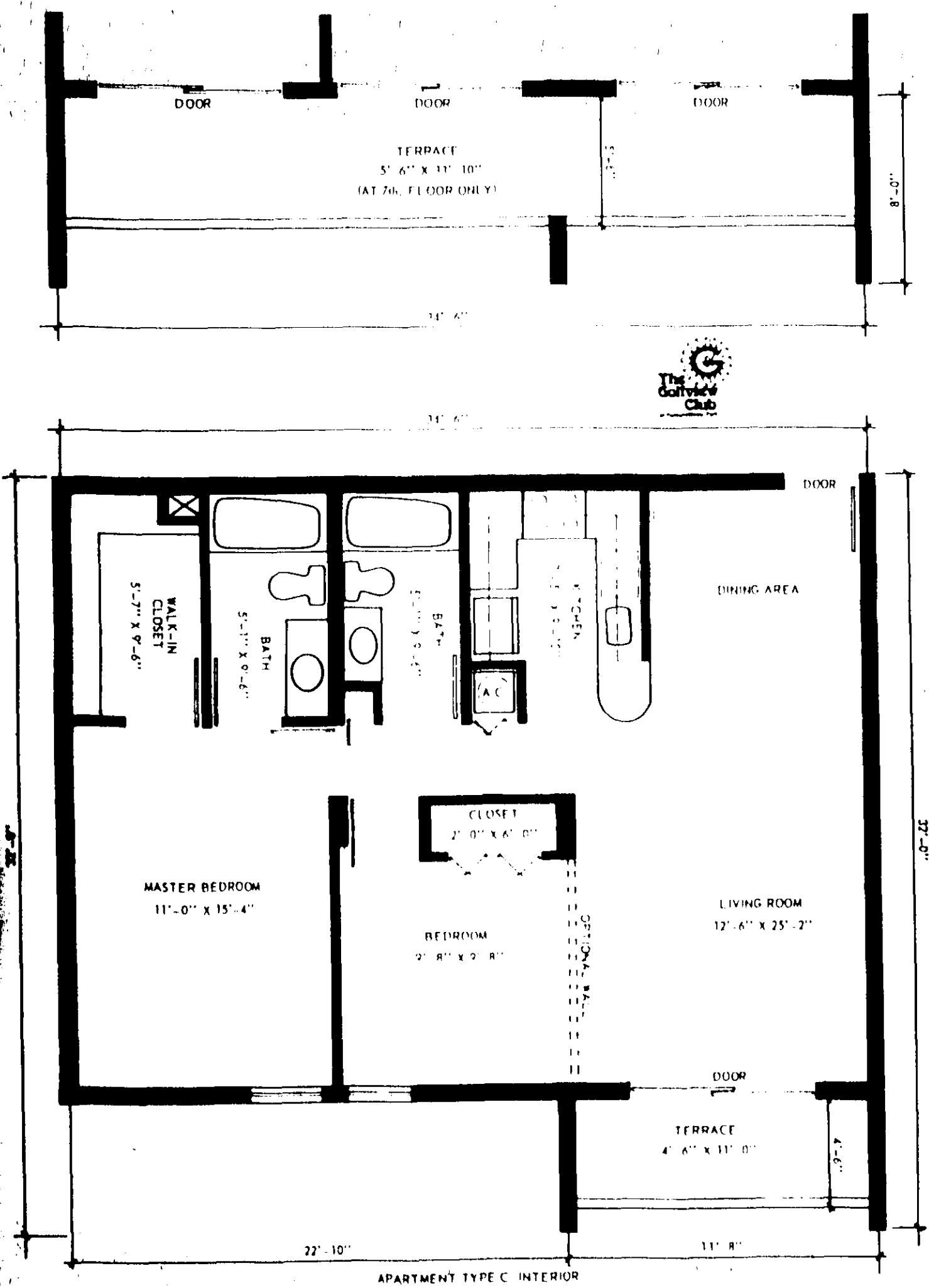
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Page 12 of 15



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Page 13 of 15



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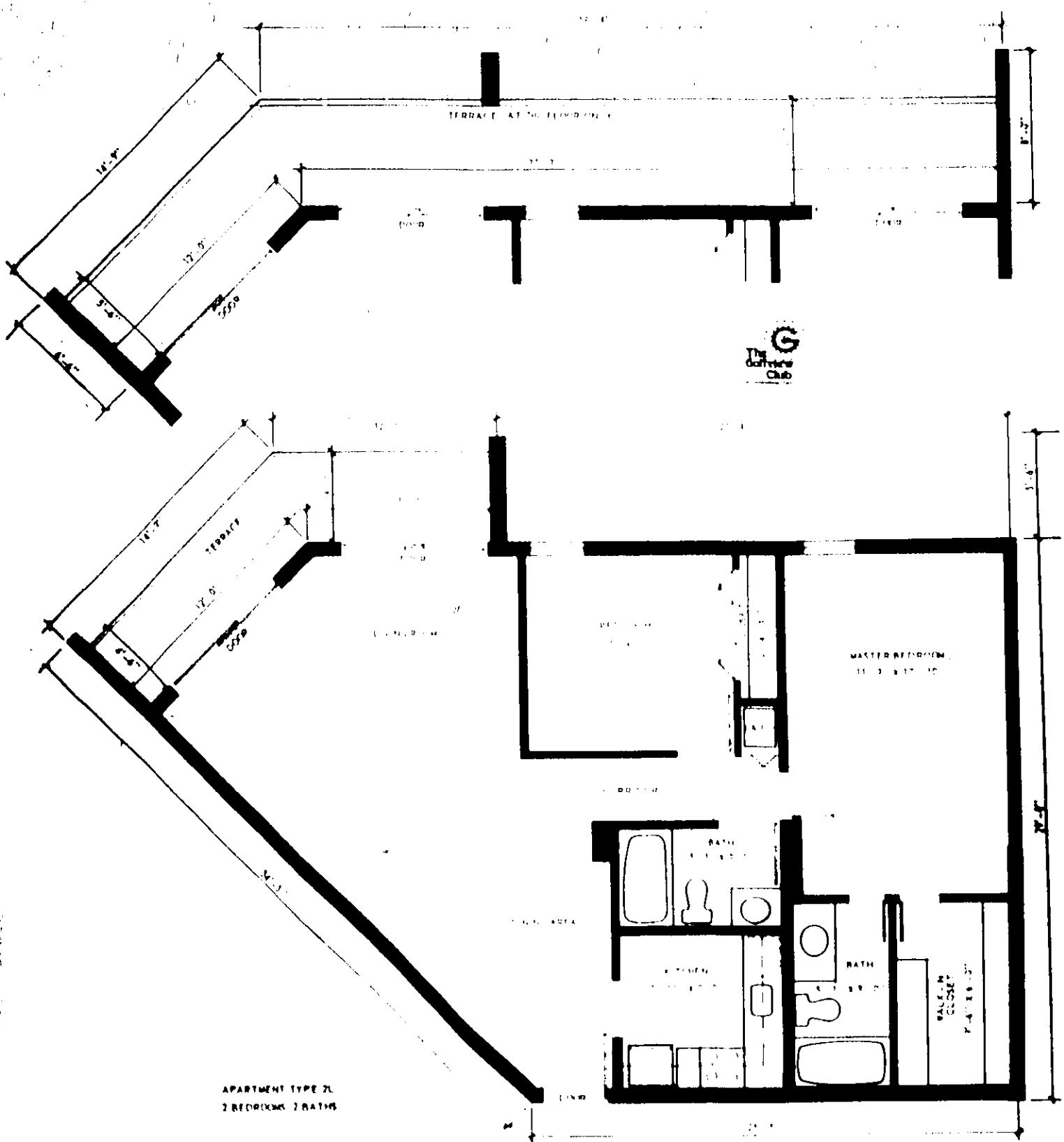


EXHIBIT "B"

Page 15 of 15

SURVEYOR'S CERTIFICATE

This certification, made this 4th day of JUNE, 1982, by the undersigned Registered Land Surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Section 718.104(4)(e), Florida Statutes (1979) and certifies that the Survey Exhibit (Sheets 1 through 15 both inclusive) to the Declaration of Condominium for THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4, consisting of the Survey, Site Plan, Ground Floor Plan, Typical Floor Plan (Second through Sixth Floors), Seventh Floor Plan and Unit Floor Plans for Type 1, Type C, and Type 2L, together with the said Declaration are in sufficient detail to identify the common elements and each unit, and their relative locations and approximate dimensions. Further, this is a certification that the foregoing fifteen pages, consisting of the Survey, Site Plan, Ground Floor Plan, Typical Floor Plan (Second through Sixth Floors) Seventh Floor Plan and Unit Floor Plans for Type 1, Type C and Type 2L and the construction of the improvements is substantially complete so that the attached survey exhibit pages together with the provisions of the Declaration describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

Pearlante T. Jones
Registered Land Surveyor No. 505



11476 2186

EXHIBIT "C" TO
DECLARATION OF CONDOMINIUM FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

PERCENTAGE OWNERSHIP OF COMMON ELEMENTS,
PERCENTAGE SHARE OF COMMON EXPENSES AND
PERCENTAGE SHARE OF COMMON SURPLUS

The Percentage Ownership of the undivided share in the common elements appurtenant to each Condominium Unit and each Condominium Unit's percentage share of the common surplus and each Condominium Unit's percentage share of the common expenses of the Condominium.

<u>UNIT NO.</u>	<u>UNIT TYPE</u>	
101	1	0.0117
201	1	0.0117
301	1	0.0117
401	1	0.0117
501	1	0.0117
601	1	0.0117
701	1	0.0120
102	1	0.0117
202	1	0.0117
302	1	0.0117
402	1	0.0117
502	1	0.0117
602	1	0.0117
702	1	0.0120
103	1	0.0117
203	1	0.0117
303	1	0.0117
403	1	0.0117
503	1	0.0117
603	1	0.0117
703	1	0.0120
104	1	0.0117
204	1	0.0117
304	1	0.0117
404	1	0.0117
504	1	0.0117
604	1	0.0117
704	1	0.0120
105	1	0.0117
205	1	0.0117
305	1	0.0117
405	1	0.0117
505	1	0.0117
605	1	0.0117
705	1	0.0120
106	1	0.0117
206	1	0.0117
306	1	0.0117
406	1	0.0117
506	1	0.0117
606	1	0.0117
706	1	0.0120
107	1	0.0117
207	1	0.0117
307	1	0.0117
407	1	0.0117
507	1	0.0117
607	1	0.0117
707	1	0.0120

11476 2188

The Percentage ownership of the undivided share in the common elements appurtenant to each Condominium Unit and each Condominium Unit's percentage share of the common surplus and each Condominium Unit's percentage share of the common expenses of the Condominium.

<u>UNIT NO.</u>	<u>UNIT TYPE</u>	
108	2L	0.0176
208	2L	0.0176
308	2L	0.0176
408	2L	0.0176
508	2L	0.0176
608	2L	0.0176
708	2L	0.0178
109	C	0.0143
209	C	0.0143
309	C	0.0143
409	C	0.0143
509	C	0.0143
609	C	0.0143
709	C	0.0146
110	C	0.0143
210	C	0.0143
310	C	0.0143
410	C	0.0143
510	C	0.0143
610	C	0.0143
710	C	0.0146
111	C	0.0143
211	C	0.0143
311	C	0.0143
411	C	0.0143
511	C	0.0143
611	C	0.0143
711	C	0.0146

11476 2189

EXHIBIT "D" TO
DECLARATION OF CONDOMINIUM FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

ARTICLES OF INCORPORATION
FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4, INC.

-DC-48-

State of Florida



Department of State

I certify that from the records of this office that

THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4, INC.

is a corporation organized under the laws of the State of Florida.

The charter number for this corporation is 762223. (Non-Profit)

I further certify that said corporation has paid all filing fees due this office through December 31, 1982, and its status is active.



CORP 100 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of May, 1982

A handwritten signature in black ink, appearing to read "George J. Lewis".

Secretary of State

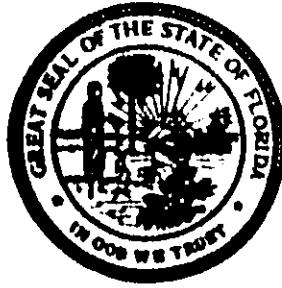
State of Florida

Department of State

I certify that the attached is a true and correct copy
 of the Articles of Incorporation of THE GOLFVIEW CLUB AT
 FONTAINEBLEAU PARK, CONDOMINIUM #4, INC., a corporation
 not for profit, organized under the Laws of the State
 of Florida, filed on the 28th day of May, 1982.

The charter number for this corporation is 762223.

Given under my hand and the
 Great Seal of the State of Florida,
 at Tallahassee, the Capital, this the
 28th day of May, 1982



CER 101 Rev. 11-80

George Firestone
 George Firestone
 Secretary of State

11476 2192

ARTICLES OF INCORPORATION FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK CONDOMINIUM #4, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to the provisions of Chapters 617 and 718, Florida Statutes, 1979, as amended, and do certify as follows:

I

NAME

The name of this corporation shall be THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4, INC. For convenience, the corporation shall be herein referred to as the "Association".

II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111, Florida Statutes, 1979, as amended, for the operation of THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4 (the "Condominium"); and for such other matters as set forth in the Declaration of Condominium for THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4.

III

POWERS

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

1. The Association shall have all of the common law and statutory powers and duties set forth in Chapter 718, Florida Statutes, 1979, as amended (the "Condominium Act") and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration and as it may be amended from time to time.

2. The Association shall also 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/or the Condominium Act.

IV

MEMBERS

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

1. The record owners of all condominium units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for the subscribers hereto.

2. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a condominium unit in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration of Condominium for the Condominium, and by the recordation amongst the Public Records of Dade County, Florida, of the deed or other instruments establishing the acquisition and designating the unit

affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the unit designated shall be terminated.

3. The share of a member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in this Condominium.

4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each condominium unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one unit shall be entitled to one vote for each unit he owns.

5. The By-Laws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

6. In the event there is more than one condominium governed by this Association, the membership in the Association shall be divided into classes pursuant to and as provided for under the By-Laws.

V

TERM

The term for which this Association is to exist shall be perpetual.

VI

SUBSCRIBERS

The names and residences of the Subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JORGE A. FERNANDEZ	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137
BENITO FERNANDEZ	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137
RICARDO A. GARCIA	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137

VII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall annually elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant

Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected annually from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and addresses of the officers who are to serve until their successors are elected by the Board of Directors, or until their earlier resignation, removal from office or death, are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	JORGE A. FERNANDEZ	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137
Vice President	BENITO FERNANDEZ	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137
Secretary/ Treasurer	RICARDO A. GARCIA	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137

VIII

BOARD OF DIRECTORS

All corporate powers shall be exercised by, or under the authority of, and the business and affairs of the Association shall be managed under the direction of the Board of Directors (the "Board") of this corporation. The Board shall consist of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected in accordance with and in the manner set forth in the By-Laws.

The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified; or until their earlier resignation, removal from office or death, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JORGE A. FERNANDEZ	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137
BENITO FERNANDEZ	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137
RICARDO A. GARCIA	Suite 210 2125 Biscayne Boulevard Miami, Florida 33137

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for in Article X hereof.

AMENDMENTS

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

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Such approvals must be either by:
 - (1) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association, or
 - (2) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association, or
 - (3) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

Proviso Provided however:

- (4) That no amendment shall be made or be valid which shall in any manner impair the security of any Institutional Mortgagor having a mortgage or other lien against any Condominium Parcel.
- (5) That no amendment shall be made increasing or decreasing a Unit Owner's percentage of ownership in the common elements, nor which would materially alter or modify the appurtenances to a Condominium Unit, or materially change the configuration of the perimetrical boundaries thereof, or change the proportion of the percentage by which the Owner of a Condominium Parcel shares the common expenses and/or owns the common surplus unless the Unit Owner or Unit Owners so affected and all record owners of liens shall join in the execution of the amendment; provided, however, nothing contained within this Declaration shall be construed as a limitation on the Declarant's right to adjust and alter any interior walls or partitions of a Unit or other interior configuration of a Unit which do

not materially affect the size of the Unit or the configuration of the perimetrical boundaries of said Unit.

- (6) That no amendment shall be made or be valid so long as the Declarant is the Owner of any Unit within the Condominium unless the approval of the Declarant is expressly noted thereon in writing except that this clause (6) shall not be applicable with respect to amendments not detrimental to the sale of Units by the Declarant.
 - (7) That no amendment shall be made or be valid which would in any way affect the liability or duties of the Association or Declarant under the Recreation Agreement and Easement Agreement unless the approval of Declarant is expressly noted thereon in writing.
 - (8) Notwithstanding anything to the contrary contained herein or in the Declaration, and provided the property rights of Unit Owners are not materially adversely affected, a defect, omission, or error in the Declaration of Condominium or in the Articles of Incorporation, By-Laws, or such other documentation required by law to establish the condominium form of ownership may be corrected by an amendment to the Declaration of Condominium or such other documentation as may be required by law, by the approval and execution of such amendment by the Association. The approval and adoption of such an amendment for the curing of defects, errors or omissions as aforesaid may be made by a vote of Sixty-six and two thirds percent (66-2/3%) of the entire membership of the Board of Directors of the Association in lieu of, but not in limitation of the use of, the aforescribed methods of amendment in this Article.
- C. A copy of each amendment to these Articles of Incorporation shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association as having been duly adopted, filed with the Secretary of State, State of Florida, pursuant to the provisions of applicable Florida Statutes, and a copy, certified by the said Secretary of State, shall be recorded in the Public Records of Dade County, Florida, and shall be effective when recorded in the Public Records of Dade County, Florida.
- D. Amendments to the Declaration, Articles, or other condominium documentation for the enlargement of common elements as may be permitted by Florida Statutes shall be approved and executed in accordance with the provisions of this Article.

XI

INDEMNIFICATION

- A. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines

and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem them proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

- B. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- C. Any indemnification under Paragraph A above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraph A above. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by a majority of the members.
- D. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.
- E. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has

ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

- F. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

XII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the corporation is:

Suite 210
2125 Biscayne Boulevard
Miami, Florida 33137

The name of the corporation's initial registered agent at such initial registered office is:

Jorge A. Fernandez

XIII

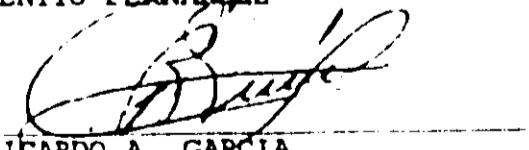
CONSTRUCTION

All words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium for The Golfview Club At Fontainebleau Park, Condominium #4.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures this 27 day of May, 1982.


JORGE A. FERNANDEZ


BENITO FERNANDEZ


RICARDO A. GARCIA

11476 2199

STATE OF FLORIDA)
COUNTY OF DADE) SS:

MAY 23 1982

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27 day of May, 1982, by JORGE A. FERNANDEZ, BENITO FERNANDEZ and RICARDO A. GARCIA.

MIAMI FLORIDA

Belina Glens
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 29 1984
BONDED THRU GENERAL INS. UNDERWRITERS

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent of the above-named corporation.

Jorge A. Fernandez
JORGE A. FERNANDEZ

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27 day of May, 1982, by JORGE A. FERNANDEZ.

Belina Glens
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 29 1984
BONDED THRU GENERAL INS. UNDERWRITERS

023/526/J

11476 2200

EXHIBIT "E" TO
DECLARATION OF CONDOMINIUM FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

BY-LAWS OF
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4, INC.

-DC-49-

BY-LAWS

OF

THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4, INC.

ARTICLE I

GENERAL

Section 1. The Name: The name of the Association shall be THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4, INC. hereinafter referred to as the "Association".

Section 2. Principal Office: The initial principal office of the Association shall be at 3899 NW 7th Street, Suite 218, Miami, Florida, 33126, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: These By-Laws have been established to govern the affairs of the Association pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, 1979, as amended, and thereby for the further purpose of administering, operating, and managing THE GOLFVIEW CLUB AT FONTAINEBLEAU PAR, CONDOMINIUM #4, (the "Condominium").

Section 4. Definition: As used herein, the term "Corporation" shall be the equivalent of "Association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4.

ARTICLE II

DIRECTORS

Section 1. Term: The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be duly elected and have qualified, or until his earlier resignation, removal from office or death.

Section 2. Number and Representation: The number of directors which shall constitute the Board of Directors (the "Board") shall not be less than three (3) nor more than fifteen (15), the number to be determined, from time to time, by the members. Each director, except for those directors named in the Articles of Incorporation of the Association, shall be a member of the Association.

Section 3. Election: Members of the Board of Directors shall be elected in accordance with the following provisions:

A. Directors shall be elected solely by the members of the Condominium.

B. Election of Directors shall be held at the annual members' meeting.

C. A nominating committee of three (3) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each directorship then in existence. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

E. The Directors who are named in the Articles of Incorporation for the Association shall serve until:

i. A meeting of the members of the Association other than the Declarant shall be held when unit owners other than the Declarant own fifteen percent (15%) of the condominium units that will be operated ultimately by the Association, as evidenced by the conveyance of such number of units to unit owners other than the Declarant, for the sole purpose of electing not less than one-third (1/3) of the members of the Board of Directors.

ii. A meeting of the members of the Association other than the Declarant shall be held: three (3) years after the closing of fifty percent (50%) of the condominium units which will be operated ultimately by the Association, as evidenced by the conveyance of such number of units to unit owners other than the Declarant; or three (3) months after the closing of ninety percent (90%) of the condominium units which will be operated ultimately by the Association, as evidenced by the conveyance of such number of units to the unit owners other than the Declarant; or when all units which will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Declarant in the ordinary course of business; or when some of the units which will be operated ultimately by the Association have been sold, and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business, whichever shall first occur, for the sole purpose of electing not less than a majority of the members of the Board of Directors.

iii. The meetings of members of the Association other than the Declarant as described in subsections i and ii above, shall be held within sixty (60) days after unit owners other than the Declarant are entitled to elect members of the Board of Directors as aforesaid, and the Association shall call and give notice of said meeting not less than thirty (30) days nor more than forty (40) days prior to the date of said meeting. Any unit owner shall be entitled to call and give notice of said meeting as aforesaid in the event the Association fails to do so.

iv. Notwithstanding anything to the contrary contained herein, so long as Declarant holds four (4) condominium units in the Condominium for sale in the ordinary course of business, Declarant shall be entitled to elect at least one member of the Board of Directors.

Section 4. First Board of Directors: The First or Initial Board of Directors shall consist of Jorge A. Fernandez, Benito Fernandez and Ricardo A. Garcia who shall hold office and reasonably exercise control of the Association as provided herein. The foregoing named directors and all other directors the Declarant is entitled to elect shall be referred to herein as "Declarant Controlled Directors". The Declarant shall have the right at any time by written notice furnished to the secretary of the Association to remove any Declarant Controlled Director and to appoint or elect Declarant Controlled Directors to vacancies on the Board of Directors which are to be filled by Declarant

Controlled Directors, whether such vacancies have occurred by removal, resignation, death, disqualification, or otherwise, of the prior director or because of the establishment of a new directorship on the Board of Directors.

Section 5. Removal: Directors, other than Declarant Controlled Directors, may be recalled and removed from office with or without cause by an affirmative vote or agreement in writing of a majority of the entire membership of the Association. A special meeting of the members of the Association to recall a member or members of the Board may be called by ten percent (10%) of the members of the Association giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting. No director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, except for the Declarant Controlled Directors.

Section 6. Vacancies: If the office of any director other than Declarant Controlled Directors, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a majority vote of the whole Board of Directors as provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 7.. Resignation: Any director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 8. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. In general, to maintain, manage and operate the condominium property, and to make and collect assessments and establish the time within which payment of same are due and to determine the annual budget as provided in the Declaration;

B. To use and expend the assessments collected, to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners;

C. To purchase the necessary equipment and tools required in the maintenance, care, and preservation referred to above;

D. To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; to employ, contract with, retain and pay attorneys and accountants in connection with the business of the corporation.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or maintenance manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the buildings. To employ workmen, janitors, maintenance men and gardeners, and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally, to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels, and for the use of other condominium property and any property owned or subject to regulation by the Association;

I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and to declare expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interests of the corporation, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land;

J. To act on behalf of and represent unit owners, members, and the Association with respect to their rights and obligations under the Recreation Agreement as such are described in the Declaration of Condominium.

K. To act in such other matters as provided in the Declaration of Condominium and the Condominium Act.

Section 9. Meetings:

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general meeting of the members, and immediately after the adjournment of same.

B. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual, or semi-annual meetings. If such resolution is adopted, no notice to directors of such regular meetings of the Board of Directors shall be required. Special meetings of the Board may be called by the President on five (5) days written notice to each director. Special meetings shall be called by the Secretary and President in a like manner and on like notice on the written request of two (2) directors. Notwithstanding the foregoing, no notice to directors of a Board of Directors meeting shall be required if the directors meet by unanimous written consent. Meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance of such meeting, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered shall specifically contain a statement that assessments will be considered and the nature of any such assessment. Any director shall be entitled to waive notice of a meeting either prior to, at or after said meeting by written instrument of waiver furnished to the secretary of the Association, which shall be placed within the minutes.

C. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

D. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by all unit owners, or their authorized representatives, and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 10. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll Call;
- B. Reading of minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 11. Annual Statement: Subsequent to the first election of directors, the Board shall present, not less often than at the annual meeting, a full and clear statement of the business and condition, and a summary of the accounting records, of the Association.

Section 12. Annual Budget: The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year, which shall correspond to the calendar year, as provided in the Declaration of Condominium. Not less than thirty (30) days prior to the meeting at which the annual budget will be considered by the Board of Directors, a copy of such annual budget proposed for adoption together with a written notice of the time and place for the meeting at which the adoption of such budget shall be considered, shall be mailed to each unit owner at their place of residence in the Condominium. The meeting of the Board of Directors during which said annual budget shall be considered shall be open to the attendance of all unit owners. If the annual budget as adopted by the Board of Directors requires assessment against the unit owners for any fiscal year or calendar year of the budget, as the case may be, exceeding that amount specified in Section 718.112(f), Florida Statutes, as amended from time to time, then, upon written application of ten percent (10%) of the unit owners to the Board, the Board shall call a special meeting of unit owners to be held and notices given therefore in accordance with the provisions of said statute. At the special meeting of unit owners, the unit owners shall consider and adopt the budget; provided, however, the adoption of said budget at such special meeting shall require a vote of not less than seventy-five percent (75%) of the entire membership of the Association. Notwithstanding the foregoing, the Board of Directors may elect to propose the annual budget to the unit owners at a meeting of members or by written notification of said proposal to each of the unit

owners and if such proposed annual budget shall be approved by the unit owners at such meeting, or by a majority of the entire membership in writing, such budget shall be adopted and shall not thereafter be subject to a re-examination by the unit owners as aforescribed. In determining whether assessments exceed the amount specified in Section 718.112(f), Florida Statutes, as amended from time to time, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis and there shall also be excluded from such computation assessments and reserves for betterments to the condominium property as may be imposed by the Board of Directors.

Notwithstanding the foregoing, as long as the Declarant is in control of the Board, the Board shall not impose an assessment for any year greater than the amount specified in Section 718.112(f), Florida Statutes, as amended from time to time, without the approval of a majority of all members of the Association.

The proposed annual budget shall be detailed and shall show the amounts budgeted by account and expense classification, including, if applicable, but not limited to, those expenses in Section 718.504(20), Florida Statutes (1979), as amended.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

Section 13. Representation in the Event the Association Governs More than One Condominium. In the event the Association governs more than one condominium, then representation on the Board of Directors shall be as follows: Three (3) directors at large shall be elected by majority vote of the membership of the Association, plus one director for each condominium in existence at the time of such election (as evidenced by a recorded declaration) for which the Association is designated as the entity responsible for its respective operation shall be elected by majority vote of the membership of the respective condominiums; so that in addition to the three (3) directors elected at large, each condominium as described shall have at least one (1) representative on the Board of Directors. Each member of the Board of Directors shall have equal powers, rights and obligations.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer and such Assistant Secretaries and Assistant Treasurers as determined by the Board of Directors all of said officers shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect all officers, none of whom, excepting the President, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and Directors; shall be an ex-officio member of all standing committees; shall have general and active management of the business of the corporation; and shall see that all orders and resolutions of the Board are carried into effect;

B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose; and all such minutes shall be available for inspection by the unit owners and Board members at such reasonable times as determined by the Board of Directors;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member as it is furnished.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence; and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. He shall maintain, according to good accounting practices, full and accurate accounts of receipts, expenditures and disbursements in books belonging to the corporation and he shall also keep an account for each unit owner which shall designate the name and address of the unit owner, the amount of each assessment, the dates on and amounts in which the assessments come due, the amounts paid upon the account and the balance due. Said accounts shall be available for inspection by unit owners or their authorized representatives at such reasonable times as determined by the Board of Directors, and written summaries of same shall be supplied, at least annually, to unit owners or their authorized representatives.

B. He shall deposit all monies and other valuable effects in the name of and to the credit of the corporation, in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, and these By-Laws.

C. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

D. He may be required to give the corporation a bond with one or more sureties, in a sum determined to be satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, 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 wilful malfeasance or misfeasance in the performance of his duties. In the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 10. Vacancies: If the office of the President, Vice President, Secretary, Treasurer, or other officers, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 11. Resignation: Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by the Association. Membership in the Association shall be limited to the owners of the various Condominium Units in The Golfview Club At Fontainebleau Park, Condominium #4, who shall automatically become members of the Association, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. The transferor, in such instance, shall

automatically cease to be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium unit and his undivided interest in the common elements of the condominium, such transfers shall be subject to the procedures set forth in the Declaration.

Section 3. Each member shall be entitled to one (1) vote for each unit which he, she, or its owns in the management of the corporation and, as to the election of directors, shall likewise be entitled to one vote for each unit which he, she, or it owns. No unit owner will be entitled to vote who is not current with his obligations to the Association.

Section 4. In the event that the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium unit, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

Section 5. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, or other entity, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed in the case of a corporation by the president or vice president and attested by the secretary or assistant secretary of the corporation and for such other entities, by a duly authorized representative thereof, and filed with the secretary of the Association. Such certificate shall be valid until revoked, superceded by a subsequent certificate, or there is a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

Section 6. In the event this Association governs more than one condominium, then membership in the Association shall be divided into classes with a separate class of members for each of the condominiums. The matters which require the vote of the membership shall be voted on as follows:

- (a) Matters relating to a single condominium, and which do not affect the Association as a whole or the rights and interests of Unit Owners in the remaining condominiums, shall be voted on by the class of members owning units in that condominium;
- (b) Matters relating to the Association as whole, or which affect the rights and interests of all, or substantially all, of the Unit Owners, shall be voted on by the membership at large.

The decision as to whether a matter should be voted on by one or more (but not all) classes of membership, or by the membership at large, shall be determined by the Board of Directors in accordance with the provisions of the Declarations, these By-Laws and the Articles.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: Regular annual meetings shall be held on the second Thursday of September of each succeeding year at 8:00 P.M., E.S.T., at the office of the Association or such other place as may be stated in the notice, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least fourteen (14) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by units, shall be prepared by the secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Special Meetings: Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or, after the First Election of Directors at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Notices: Written notice of all meetings including annual meetings shall be given to each unit owner not less than fourteen (14) days prior to such meeting and shall be posted in a conspicuous place on the condominium property. The written notice shall state the time, place and object thereof, and shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation. Notwithstanding the foregoing, notice of such meeting may be waived by any unit owner, if delivered prior to, at or subsequent to, such meeting to the secretary of the Association in writing.

Section 6. Quorum: Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it..

Section 9. Waiver and Consent: Whenever the vote of members is required or permitted by any provision of the statutes or the Articles of Incorporation or of these By-Laws to be taken at a meeting in connection with any action of the corporation, the meeting and vote of the members may be dispensed with if all the members who would have been entitled to vote upon the action at such meeting if such meeting were held shall consent in writing to such action being taken.

Section 10. Order of Business: The order of business at annual meetings of members, and as far as practical at all other members' meetings, shall be:

- A. Calling of the roll and certifying of proxies;
- B. Proof of Notice of Meeting or Waiver of Notice;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of Directors;
- G. Unfinished Business;
- H. New Business;
- I. Adjournment.

Section 11. Parliamentary Rules: Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium or these By-Laws.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be apportioned, collected, credited, and charged in accordance with and pursuant to the Declaration of Condominium.

Section 3. Assessment of Unit Owners: Assessments against the Condominium Unit Owners for their share of the items set out in the budget shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the

annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. Until the first annual assessment shall be determined by the Board of Directors of the Association, assessments shall be as set forth in the initial operating budget for the Condominium.

Section 4. Assessment of Declarant: During such time as the Declarant holds units in the condominium for sale in the ordinary course of business, the Association shall take none of the following actions without the approval, in writing, of the Declarant:

A. Assessment of the Declarant as a unit owner for capital improvements;

B. Any action by the Association that would be detrimental to the sale of units by the Declarant.

Section 5. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery or the mailing of such notice to the unit owner.

Section 6. Termination: The termination of ownership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 7. Depository: The depository of the Association will be such banks and/or savings and loan associations as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

Section 8. Fidelity Bonds: Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

Section 9. Initial Working Capital Contributions: The initial working capital contributions, if any, made by the Declarant's immediate grantees to the Association, may be used by the Association for any of its purposes, including current expenses, and the same need not be segregated or reserved.

ARTICLE VIII

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

RULES AND REGULATIONS

Section 1. As to Common Areas: The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium, property owned by the Association or subject to regulation by the Association, and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property a copy of the rules and regulations adopted from time to time by the Board of Directors. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision.

Section 2. As to Condominium Units: The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision.

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the loosing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium unit owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium unit by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and

expenses necessary for the repairing and refurnishing of the condominium unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium unit in question.

B. In the event of violation of a provision of the Declaration of Condominium, Articles of Incorporation or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf or by and through the Board of Directors or manager, may bring appropriate action to enjoin such violations or to enforce the provisions of the documents just hereinabove enumerated; or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate. In the event of such legal action brought against a condominium unit owner, the defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

Each owner of a condominium unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium unit to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium units and to preserve each unit owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

C. Each owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its right of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said owner as a specific item, which shall, until paid in full, be a lien against his unit with the same force and effect as if the charges were a part of the common expenses.

D. No Waiver of Rights. The failure of the corporation or an owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the corporation or owner to enforce such right, provision, covenant or condition in the future.

E. Election of Remedies. All rights, remedies, and privileges granted to the corporation or an owner pursuant to any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents.

F. Generally. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels, and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The secretary of the corporation shall maintain a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of a membership or for a conveyance of an interest in a condominium unit or a lease of a condominium unit shall be accompanied by a credit reporting fee in the amount of Fifty (\$50.00) Dollars, or such other fee as may be provided by the Florida Condominium Act, as amended from time to time.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium units. Any pledgee or mortgagee of a condominium unit may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire and other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Dade County, State of Florida, or the United States of America.

ARTICLE XIII

JOINT OWNERSHIP

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

ARTICLE XIV

AMENDMENT OF BY-LAWS

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

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to

the meeting. Such approvals must be either obtained by not less than fifty one percent (51%) of the majority of the entire membership of the Board of Directors and by not less than fifty one percent (51%) of the votes of the entire membership of the Association. All proposals to amend the By-Laws and all amendments shall comply with the Florida Statute §718.112 (2d).

Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided, further that no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of units without the consent of said Developer and mortgagees in each instance.

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

ARTICLE XV

TRANSFER OF ASSOCIATION CONTROL.

Prior to or within a reasonable time after unit owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Declarant, including but not limited to those items as described in Section 718.301(4), Florida Statutes, 1979, as amended.

ARTICLE XVI

REAL PROPERTY TAXES

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

ARTICLE XVII

CONSTRUCTION

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

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

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

ARTICLE XVIII

LIENS

A. All liens against a unit, other than for permitted mortgagees, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the condominium documents or by law, whichever is sooner.

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

C. An owner shall give notice to the corporation of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the owner receives notice thereof.

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

E. The corporation shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the corporation shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the corporation may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XIX

LIMITATION OF LIABILITY

Notwithstanding the duty of the corporation to maintain and repair parts of the property, the corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other owners or persons.

ARTICLE XX

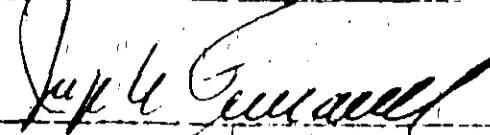
RECREATIONAL AGREEMENTS

The Association has or will enter into certain agreements for the benefit of its members and unit owners of the Condominium so that they may use certain recreational facilities, lands and improvements, as is further described in the Declaration of Condominium for the Condominium. Among the agreements which may be entered into as aforesaid, there is specifically described in the Declaration of Condominium a "Recreation and Common Areas Agreement" by and between the Association and the Golfview Club at Fontainebleau Park No. 1, an unincorporated association a/k/a The Golfview Club at Fontainebleau Park Condominium Association No. 1, an unincorporated association not-for-profit by which the Association has acquired an interest in the certain property described thereunder including the right to use the same.

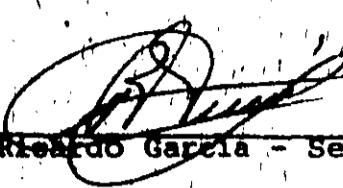
Pursuant to the terms of the aforesaid Recreation Agreement, it is the obligation of each member of the Association, individually or through the Association, to pay their pro rata share of the monies due pursuant to such Agreement, which obligation may be further secured by a lien in favor of the Association upon each member and unit owner's condominium unit. The Association therefore shall assess prorata payments to be made by each of the unit owners as determined by the Board of Directors of the Association in accordance with the terms of the Recreation Agreement to satisfy the obligations of its members thereunder as a common expense. The Association shall have the right through its Board of Directors to establish rules and regulations pertaining to the use of various lands, facilities and improvements under said Recreation Agreement. Further, the Association shall have the right to amend the Recreation Agreement as permitted by and in accordance with the terms of the Recreation Agreement as it pertains to such amendments.

11476 2218

"APPROVED AND DECLARED AS THE BY-LAWS OF THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM # 4, INC., this 20th day of MAY, 1981.

BY:  (SEAL)

Jorge A. Fernandez-President

ATTEST:  (SEAL)
Ricardo Garcia - Secretary

-B1.-18-

OFF
Ref. 11476 2219

EXHIBIT "F" TO
DECLARATION OF CONDOMINIUM FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
CONDOMINIUM #4

RECREATION AND COMMON AREAS AGREEMENT

-DC-50-

SHAWN RAPORT, Attorney at Law Suite 610 1175 N.E. 125th Street North Miami, Florida 33161 • (305) 945-1624

THIS DOCUMENT IS NOT A RECREATIONAL LEASE AGREEMENT

OR A LAND LEASE OR A LEASE OF ANY KIND

RECREATION AND COMMON AREAS AGREEMENT FOR
THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK, CONDOMINIUM #4

THIS RECREATION AND COMMON AREAS AGREEMENT is made between The Golfview Club At Fontainebleau Park No. 1, an unincorporated association a/k/a The Golfview Club At Fontainebleau Park Condominium Association No. 1, an unincorporated association and The Golfview Club At Fontainebleau Park, Inc., a Florida corporation not-for-profit jointly and severally (hereinafter collectively referred to as "Owner") and The Golfview Club At Fontainebleau Park, Condominium # 4, Inc., a Florida corporation not-for-profit (hereinafter referred to as "Association").

Owner is the owner of certain real property hereinafter described upon which there has been constructed certain improvements and amenities which will provide recreational facilities for the use and benefit of condominium unit owners of The Golfview Club At Fontainebleau Park, Condominium # 4 (the "Condominium"), which Condominium has been constructed on the lands described on Exhibit "B", attached hereto and incorporated herein by this reference.

The Association is the entity responsible for the operation of the Condominium, and, therefore, the Association has entered into this agreement for the benefit of all unit owners of the Condominium.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing premises and of the mutual covenants hereinafter contained, hereby agree to perform all of the conditions, covenants and obligations hereinafter set forth.

I

DEFINITIONS

All terms used in this Recreation and Common Areas Agreement shall be defined in accordance with the provisions of Chapter 718, Florida Statutes (1979) (also known as the Condominium Act) and the Declaration of Condominium for the Condominium and as follows, unless the context otherwise requires:

- A. "Condominium Unit", "Unit", or "Apartment" means that part of the condominium property which is subject to private and exclusive ownership, including, but not limited to, the undivided share in the common elements appurtenant thereto.
- B. "Unit Owner" means the owner of a Condominium Unit.
- C. "Common Expenses" mean all expenses and assessments incurred by the Association for the Condominium for which Unit Owners are liable to the Association, including the Recreation Expenses as defined hereunder.
- D. "Articles of Incorporation" mean the Articles of Incorporation of the Association.
- E. "By-Laws" mean the By-Laws of the Association.
- F. "Recreational Property" means the real property described on Exhibit "A", attached hereto and made a part hereof, and all improvements or fixtures now or hereafter located thereon.

G. "Recreation Expenses" mean taxes, insurance, maintenance and other expenses generally arising from the ownership of the Recreation Property and as more specifically described hereunder, which shall be a part of the common expenses to be assessed by the Association against each of the units administered by the Association.

H. "Institutional Mortgage" means a mortgage owned or held by an Institutional Mortgagee.

I. "Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company or a Federal or State savings and loan association, or a mortgage or real estate investment trust, or a union pension fund, or a mortgage banker, or institutional mortgage broker, or a lender generally recognized in the community as an institutional type lender, or the Declarant.

II

COVENANTS AS TO USE

Owner and Association hereby agree that the following uses, and no other, shall be made of the Recreation Property, to-wit:

A. The Recreation Property has certain improvements constructed thereon, including one (1) swimming pool, one (1) tennis court, a recreation building, landscaping, walkways and other recreation facilities. The Recreation Property shall always be kept and maintained for recreational uses and beautification and shall not be used for residential, commercial or industrial construction of any kind. The Owner shall impose rules and regulations regulating the use and enjoyment of said Recreation Property and the maintenance of shrubbery, building and other improvements located thereon from time to time in conformity with the foregoing purposes and thereafter may modify, alter, amend, rescind and augment any such rules and regulations.

B. The Recreation Property or portions thereof may be connected or joined together with or encroach upon the common elements of the Condominium or the situation may be vice versa, as the case may be. In the event of the foregoing, same is deemed authorized and an easement appurtenant to the extent of any such encroachment shall exist so long as such encroachment shall exist. Owner and Association hereby grant to each other, their Institutional Mortgagees, heirs, executors, successors and assigns and all third party beneficiaries, including Condominium Unit Owners, their Institutional Mortgagees, lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the condominium or Recreation Property

C. Owner hereby grants to Association and all third party beneficiaries, including Condominium Unit Owners, their Institutional Mortgagees, lessees, guests, invitees, servants and employees a non-exclusive easement, license and privilege for ingress and egress over, through, across and upon the real property described on Exhibit "A", attached hereto, for the purpose of gaining access to the improvements placed or constructed upon such real property.

D. Owner hereby grants to Association and all third party beneficiaries, including Condominium Unit Owners, their Institutional Mortgagees, lessees, guests and invitees the unrestricted right to use the Recreation Property, for proper recreational and leisure purposes, subject to the provisions and restrictions set forth herein.

E. Non-exclusive easements shall exist for utility services in order to adequately serve the Recreation Property and for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Recreation Property as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Recreation Property as may from time to time be paved or unpaved and intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners and tenants of the Condominium, Owner, their Institutional Mortgagees, personal representatives, heirs, successors and assigns and all third party beneficiaries, including their lessees, guests, invitees, servants and employees; provided, however, nothing herein shall be construed to give or create in any person the right to park automobiles, trailers, mobile homes, campers, or any other vehicles upon any portion of the Recreation Property except to the extent that space may be specifically designated and assigned for such parking purposes.

The utility services referred to in this paragraph, include, but are not limited to, electric power, gas, water, heating, air-conditioning, sprinkler systems and sewage and garbage disposal. It is specifically understood that Owner has the right and authority to create non-exclusive easements over, through and across the Recreation Property in order to provide such utility services for the benefit of Unit Owners and/or their tenants.

F. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Recreation Property, then the matter shall be referred to Owner. A determination rendered by Owner shall be final and binding upon all the parties concerned herewith.

G. The Recreation Property shall not be for the use and enjoyment of the Public.

III

RECREATION EXPENSES

All costs required to be expended by the Owner in compliance with its obligations hereunder, including the following obligations of the Owner, shall constitute Recreation Expenses which shall be paid by the Association and which shall be assessable as hereinafter provided against the Unit Owners as a Common Expense of the Condominium.

A. The Owner covenants and agrees that it will pay at least thirty (30) days prior to the date of delinquency all and any taxes levied or assessed at any and all times by any and all taxing authorities including taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments and, in general, all taxes and tax liens, which may be assessed against the Recreation Property and against any and all personal property which is now or hereinafter placed thereon, including all interest, penalties and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms in installments, then Owner shall have the right to pay the same as such installments fall due.

B. From and after the date of execution of this Agreement, Owner will cause to be written and pay the premiums on a policy or policies of insurance in the form generally

known as public liability and/or owners', landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operations and maintenance of the Recreation Property and of the improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policies shall have been written within limits of not less than One Hundred Thousand Dollars (\$100,000.00) for damages incurred or claimed by any one person and for not less than Three Hundred Thousand Dollars (\$300,000.00) for damages incurred by more than one person, and for not less than Twenty-Five Thousand Dollars (\$25,000.00) for property damage. All such policies will name Owner and Association, as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each such policy shall be delivered to Owner and Association.

C. Owner agrees and covenants to pay all charges levied for utilities on the Recreation Property whether such utilities are supplied by a public or private firm, and to pay such charges monthly or as they come due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, trash service and any other type of utility or any other type of service charge.

D. Owner hereby covenants and agrees to pay the cost of premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Property, in good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, in an amount that would be sufficient to prevent co-insurance on the part of the parties hereto; provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against co-insurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to the parties hereto as their respective interests may appear. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to Owner who shall open an account with a banking institution doing business in Dade County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. Owner shall pay into such account, in addition to the insurance proceeds, such additional sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage. In the event of any damage to any building or improvement or the destruction thereof, Owner shall repair or rebuild the same or construct new facilities similar to the old and shall utilize for this purpose insurance monies payable. Owner covenants and agrees that the reconstruction or repair shall be completed within six (6) months from the date proceeds sufficient for this purpose are made available to Owner. If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of Owner or Owner's contractor, then the time of completion beyond the six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction.

E. Owner shall, at its own expense, keep and maintain the buildings, swimming pool, patio area, tennis court, walkways, fixtures and improvements which may be at any time situated on the Recreation Property and all appurtenances thereunto belonging or appertaining and keep same in good and

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substantial repair and in a clean and sanitary condition, and Owner will use, keep and maintain said premises and improvements thereon, and swimming pool in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof.

F. In addition to the foregoing, Owner shall hire such employees and purchase such equipment and materials as may be needed to provide for management, maintenance, repair, operation and administration of the Recreation Property. It is, therefore, anticipated that as part of the Recreation Expenses, there shall be such sums to pay for such labor, equipment, materials and employees as required for the foregoing.

IV

APPORTIONMENT AND COLLECTION OF RECREATION EXPENSES

A. Recreation Expenses shall be paid by Owner from assessments against owners of condominium units constructed on the lands described on Exhibit "C". Owner shall allocate to each unit utilizing the Recreation Property a sum equal to the total of Recreation Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the total number of units utilizing the Recreation Property. Each unit's allocable share of the Recreation Expenses, as aforescribed, shall be assessed against and collected from such units' condominium association or other governing body or from the individual unit owner(s), as applicable, in accordance with the provisions of the applicable Declaration of Condominium or Restrictions governing such individual unit(s). The determination as to the total number of units which shall utilize the Recreation Property and which shall constitute the denominator of the fraction above described shall be subject to Owner's right to designate and determine the total number of units that will be created upon the lands described on Exhibit "C", provided, however, in no event shall the above described denominator be more than 319.

B. In the event, for any reason, the Association shall fail to collect and pay over the Recreation Expenses due hereunder or fail to perform its obligations hereunder, then Owner shall have the right to collect said expenses from the Association and its members and/or other owners of the property described on Exhibit "C" or enforce the provisions hereof, by the filing of an action at law or in equity to collect the sums due hereunder or the use of such other remedies as permitted by law; and in any such action the prevailing party shall be entitled to attorneys' fees and costs.

C. In order to secure performance of the payment of the Recreation Expenses, Owner shall have a lien upon the Condominium Property and each unit thereof, including all appurtenances and fixtures thereto, located within the Condominium, and a lien upon each and every unit constructed upon the lands described in Exhibit "C" for the payment of all sums due hereunder which lien shall also secure attorneys' fees and costs of collection. This lien shall not be effective until the recordation of a claim or affidavit of lien executed by Owner pursuant to the terms hereof in the Public Records of Dade County, Florida, which describes the property against which said lien is claimed, the name of the record owner thereof, the amount and date when due. Said lien shall at all times be subordinate and inferior to the lien of any Institutional Mortgage filed prior to the recordation of Owner's lien as provided hereunder.

In the event an Institutional Mortgagee obtains title to a unit as a result of the foreclosure of its mortgage, or by voluntary conveyance in lieu of said foreclosure, then such

Institutional Mortgagee, as such acquiror of title, shall not be liable for any delinquent expenses or charges under this Agreement or pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. The said Institutional Mortgagee, as such acquiror, shall only be liable for its share of expenses attributable to any unit owned by it from the date of acquiring said unit.

In the event Owner does not exercise its rights above, then the Association shall have the right and authority to institute the foregoing actions against Unit Owners utilizing the Recreation Property who have failed to pay the required expenses as provided under this Agreement.

Should a Unit Owner fail to pay when due an assessment for common expenses as required under the terms of the Declaration of Condominium whereby said assessment becomes delinquent, the Owner may in its sole discretion deny the unit owner and/or the authorized user of the Recreation Property the use and enjoyment of same until such time as all assessments are paid. Should the Unit Owner's (or the authorized user of the Recreation Property) right to use same be suspended, there shall be no reduction in the assessments due and payable by said Unit Owner or authorized user. This shall not limit the lien rights and foreclosure rights of Owner described above.

V

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

Owner covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements and other similar requirements designed to protect the public and which affect the Recreation Property.

VI

LAWFUL USE OF PREMISES

Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Dade County, Florida, the State of Florida, and the United States of America, and all public authorities with respect to the Recreation Property or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business, or occupation.

VII

EMINENT DOMAIN

A. If, during the term of this Agreement, the entire Recreation Property shall be taken as a result of the exercise of the power of eminent domain (herein called "Proceeding"), this Agreement and all right, title and interest of the Association hereunder shall cease and come to an end on the date of the vesting of title pursuant to such Proceeding and the Owner shall be entitled to and shall receive the total award made in such proceeding, and the Association hereby absolutely assigns such award to the Owner.

B. If, during the terms of this Agreement, less than the entire Recreation Property shall be taken in any such Proceeding, this Agreement shall terminate as to the part so taken and the Owner shall be entitled to and shall receive the total award made in any such Proceeding, and the Association hereby assigns such award to Owner, but in such case, the Owner covenants and agrees that at Owner's sole cost and expense it will promptly restore, repair and replace those portions of the building and improvements on the Recreation Property not so taken to complete architectural units and replace any improvements totally taken for the use of the Association as expressed in this Agreement. The Owner agrees, in connection with such restoration, to apply or cause to be applied the amount of any award that may be received by it in any such Proceeding toward the cost of such restoration and replacement.

From and after the date of vesting of title in such Proceeding, a just proportion of the expenses described above, according to the nature and extent of such taking, shall abate for the remainder of the term of this Agreement.

C. If all or any part of the Recreation Property shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, this Agreement shall not terminate, and the Owner shall continue to perform and observe all of its covenants as though such taking had not occurred, except only to the extent that it may be prevented from so doing by reason of such taking. The Owner covenants that at the termination of any such governmental occupancy, it will, at its cost and expense, restore the improvements to the Recreation Property in as good condition as when new.

VIII

GENERAL PROVISIONS

A. The terms, conditions and covenants contained herein shall be covenants running with and shall bind all of the real property described in Exhibits "A", "B" and "C" and shall inure to the benefit of Owner, Association and the owner of any property subject to this document, and their personal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two (2) successive fifty (50) year periods unless an instrument signed by all the persons or entities then owning two-thirds (2/3) of all the units subject hereto has been recorded among the Public Records of Dade County, Florida, agreeing to terminate said covenants and regulations.

B. The right to modify and amend the covenants and terms of this Agreement is hereby reserved to Owner, provided that any such modification shall be set forth in an instrument executed by Owner and placed among the Public Records of Dade County, Florida. This right of modification is subject to the following; namely, that such modifications shall not be inconsistent with the purposes and conditions set forth herein and shall not change the method of assessment or collection of Recreation Expenses in a manner that would be disproportionate to any owner of any property subject hereto.

C. Invalidation of any one of the provisions, agreements, covenants or undertakings herein contained by judgment or order of any court shall not affect any other provisions of this Agreement which shall remain in full force and effect.

D. Subject to any limitations contained herein, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

E. The Owner shall not demolish any of the buildings, structures or improvements now or hereafter placed upon the Recreation Property without the consent, in writing, of the Association, which the Association may withhold in its absolute discretion or grant upon such terms as it shall deem appropriate.

F. The Owner covenants and agrees with Association that so long as the Association keeps and performs all of its covenants herein made, the Association shall have quiet and undisturbed and continued possession of the Recreation Property, subject only to the rights of the Owner and its unit owners to use, occupy and enjoy the same.

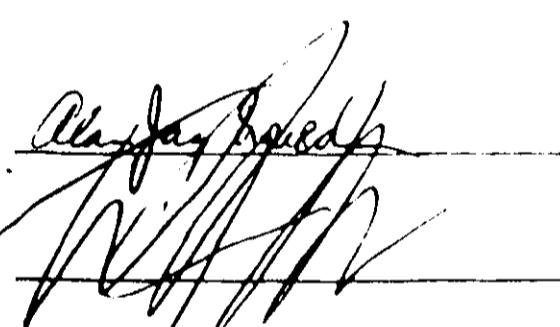
G. The transfer of the fee title to each Condominium Unit in the Condominium, whether voluntary or by operation of law, terminating the Unit Owner's membership in the Association shall likewise terminate said Unit Owner's right to the use and enjoyment of the Recreation Property, it being understood and agreed that the Unit Owner's rights and privileges under this Agreement are not assignable.

IN WITNESS WHEREOF, this Recreation and Common Areas Agreement has been signed by Owner and Association, this 28th day of MAY, 1982.

Witnesses:

The Golfview Club At Fontainebleau Park No. 1, an unincorporated association a/k/a The Golfview Club At Fontainebleau Park Condominium Association No. 1, an unincorporated association.

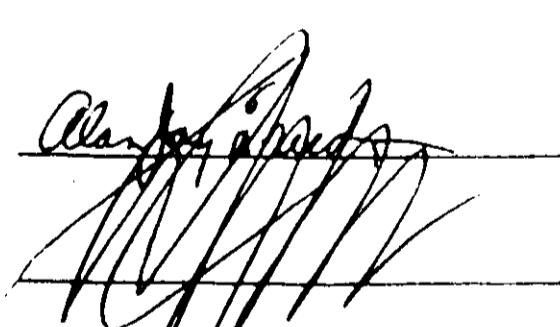
By: _____

 Robert Henderson - President

Witnesses:

The Golfview Club At Fontainebleau Park, Inc., a Florida corporation not-for-profit.

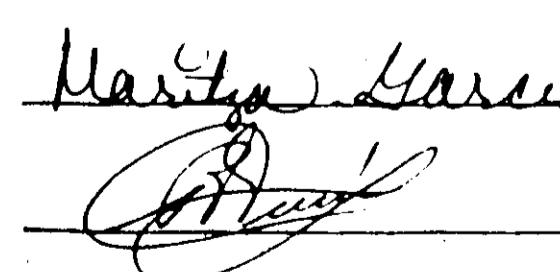
By: _____

 Robert Henderson - President

Witnesses:

The Golfview Club At Fontainebleau Park, Condominium #4, Inc., a Florida corporation not-for-profit.

By: _____

 Jorge A. Fernandez - President

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

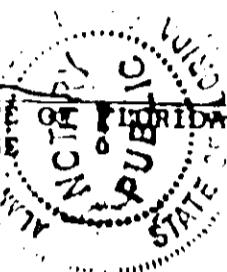
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT HENDERSON as the President of The Golfview Club At Fontainebleau Park No. 1, an unincorporated association a/k/a The Golfview Club At Fontainebleau Park Condominium Association No. 1, an unincorporated association, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of MAY, 1982.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 2000
BONDED THRU GENERAL BOND COMPANY

Alan Jay Freed
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

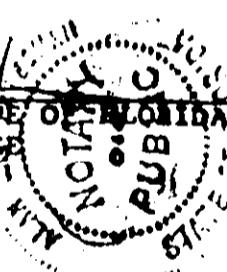
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT HENDERSON as the President of The Golfview Club At Fontainebleau Park, Inc., a Florida corporation not-for-profit, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of MAY, 1982.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 2000
BONDED THRU GENERAL BOND COMPANY

Alan Jay Freed
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jorge A. Fernandez as the President of The Golfview Club At Fontainebleau Park, Condominium #4, Inc., a Florida corporation not-for-profit, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of MAY, 1982.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 2000
BONDED THRU GENERAL BOND COMPANY

Believe
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE



EXHIBIT "A"

A PORTION OF TRACT 23, FONTAINEBLEAU PARK SUBDIVISION SECTION NINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, AT PAGE 35 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 23; THENCE RUN S 02° 06' 50" E ALONG THE EAST BOUNDARY LINE OF SAID TRACT 23 FOR A DISTANCE OF 474.05 FEET TO THE POINT OF BEGINNING; THENCE RUN S 02° 06' 50" E ALONG THE EAST BOUNDARY LINE OF SAID TRACT 23 FOR A DISTANCE OF 465.00 FEET TO A POINT; THENCE RUN S 72° 53' 10" W FOR A DISTANCE OF 15.53 FEET TO A POINT; THENCE RUN N 02° 06' 50" W FOR A DISTANCE OF 83.89 FEET TO A POINT; THENCE RUN N 55° 40' 45" W FOR A DISTANCE OF 40.50 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND HAVING FOR ITS ELEMENTS A CHORD OF 17.33 FEET WITH ITS BEARING BEING N 4° 27' 08" W; THENCE RUN NORTHEASTERLY ALONG THE LAST DESCRIBED CURVE FOR A DISTANCE OF 18.10 FEET MORE OR LESS TO A POINT; THENCE RUN N 15° 47' 17" W FOR A DISTANCE OF 34.68 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE CONCAVE TO THE EAST AND HAVING FOR ITS ELEMENTS A CHORD OF 83.74 FEET WITH ITS BEARING BEING N 19° 15' 36" W; THENCE RUN NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC OF THE LAST DESCRIBED CURVE FOR A DISTANCE OF 111.32 FEET MORE OR LESS TO A POINT; THENCE RUN N 78° 46' 20" E FOR A DISTANCE OF 44.66 FEET TO A POINT; THENCE RUN N 2° 59' 39" W FOR A DISTANCE OF 86.27 FEET TO A POINT; THENCE RUN N 57° 17' 54" W FOR A DISTANCE OF 82.60 FEET TO A POINT; THENCE RUN N 29° 30' 23" E FOR A DISTANCE OF 45.22 FEET TO A POINT; THENCE RUN S 85° 13' 00" E FOR A DISTANCE OF 12.10 FEET TO A POINT; THENCE RUN N 0° 05' 22" E FOR A DISTANCE OF 52.45 FEET TO A POINT; THENCE RUN N 87° 49' 24" E FOR A DISTANCE OF 68.48 FEET TO THE POINT OF BEGINNING.

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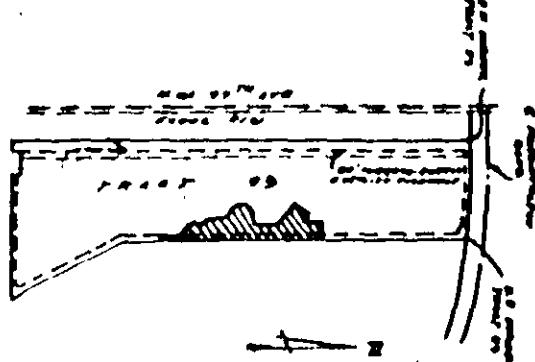
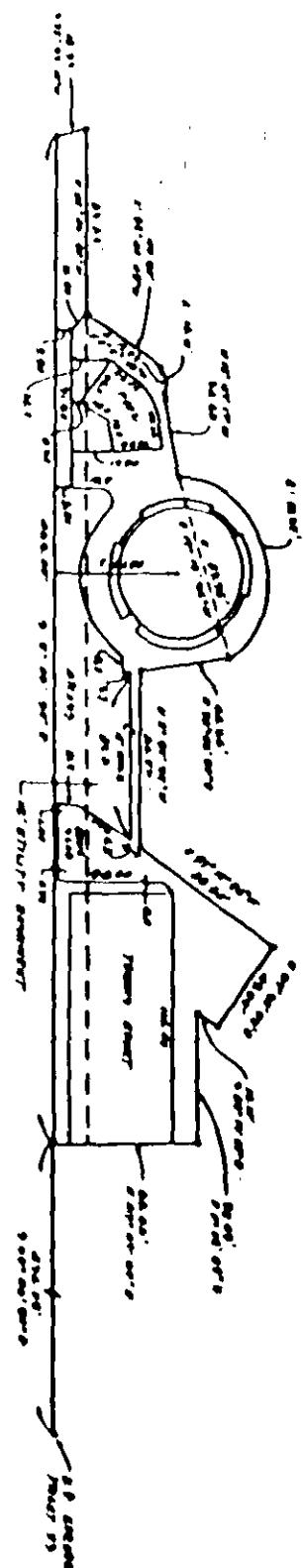
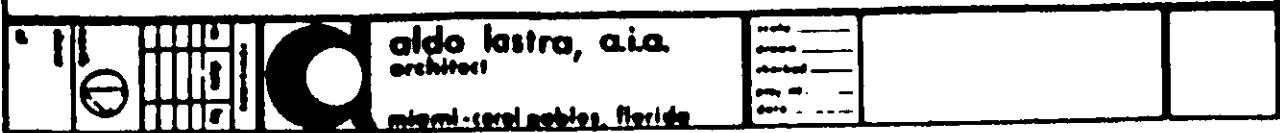
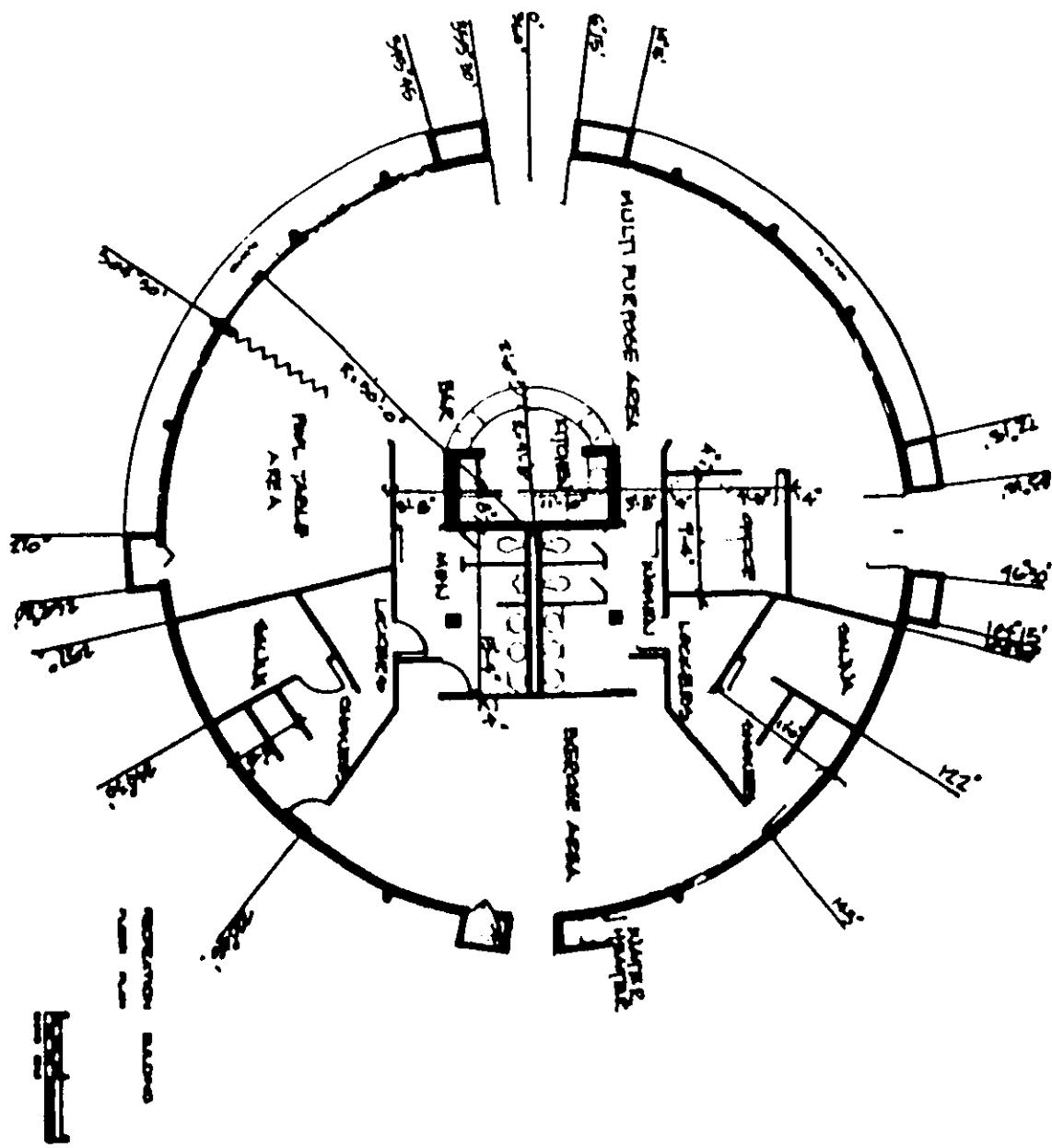


EXHIBIT "A"

Page 3

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EXHIBIT "B"

LEGAL DESCRIPTION

A portion of Tract 23, Section Nine, Fountainebleau Park Subdivision, according to the plat thereof as recorded in Plat Book 94, at Page 35 of the Public Records of Dade County, Florida, being more particularly described as follows:

Beginning at the southeast corner of said Tract 23, thence run S 87°53'10" W along the southerly boundary line of said tract 23, for a distance of 357.31 feet to a point; thence run N 02°06'50" W for a distance of 25.00 feet to a point; thence run S 87°53'10" W for a distance of 50.00 feet to a point; thence run N 02°06'50" W for a distance of 199.72 feet to a point, thence run S 62°06'50" E for a distance of 74.95 feet to a point; thence run N 27°53'10" E for a distance of 98.47 feet to a point; thence run N 87°53'10" E for a distance of 112.15 feet to a point; thence run S 02°06'50" E for a distance of 54.17 feet to a point; thence run S 69°13'40" E for a distance of 105.59 feet to a point lying on the Easterly boundary line of said Tract 23; thence run S 24°13'40" E, along the Easterly boundary line of said tract 23, for a distance of 160.88 feet to a point; thence run S 41°28'10" E, along the Easterly boundary line of said tract 23 for a distance of 36.54 feet to a point of beginning together with all of Declarant's right, title and interest in and to, and subject to that certain easement for pedestrian and vehicular traffic and for the installation and maintenance of utilities over and across the East 20.00 feet of the West 45.00 feet of Tract 23, Fountainebleau Park Subdivision, Section Nine, according to the Plat thereof as recorded in Plat Book 94, at Page 35 of the Public Records of Dade County, Florida, as such easement is recorded under Clerk's File No. 73R-32985 of the Public Records of Dade County, Florida

EXHIBIT "C"

11476 2233

ALL OF TRACT 23 OF FONTAINEBLEAU PARK SUBDIVISION SECTION
NINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 94, AT PAGE 35 OF THE PUBLIC RECORDS OF DADE COUNTY,
FLORIDA.

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
 OF THE GOLFVIEW CLUB AT FONTAINEBLEAU PARK,
 CONDOMINIUM # 4

The Developer, CATOM INVESTMENT CORPORATION, N.V., a Netherlands Antilles corporation qualified to do business in the State of Florida, as CATOM INVESTMENT CORPORATION, N.V., INC., being the Owner of all of the Units in The Golfview Club at Fontainebleau Park, Condominium # 4, does hereby amend the Declaration of Condominium of said Condominium which Declaration submits to the Condominium form of ownership that certain parcel of land in Dade County, Florida, more particularly described on Exhibit "A" attached hereto, as follows:

1. Paragraph 41 is hereby added to the Declaration of Condominium and provides the following:

41. Use by Unit Owners of Swimming Pool Facilities of Another Condominium. Unit Owners have the right to the non-exclusive use (together with Unit Owners of The Golfview Club at Fontainebleau Park, Condominium #3 - See below) of the swimming pool and pool deck, located on the Southeast corner of that certain Condominium known as the Golfview Club at Fontainebleau Park, Condominium # 3, according to the Declaration thereof as recorded on December 10, 1981 in Official Records Book 11293, at Page 160 of the Public Records of Dade County, Florida, which Condominium is located on the property legally described on Exhibit "B" attached hereto, and which is directly adjacent to this Condominium. Unit Owners of this Condominium shall share equally with Unit Owners of Condominium Units in the Golfview Club at Fontainebleau Park, Condominium # 3, in the expenses associated with the maintenance, upkeep and repair of said pool facilities, including the pool itself, the pool deck and personality purchased in connection with the pool facilities as shown in the original budgets promulgated by the Golfview Club at Fontainebleau Park Condominium # 3, Inc. and the Golfview Club at Fontainebleau Park Condominium # 4, Inc.

2. Merger of Condominium Association. The Declarant recognizes that the following condominiums presently exist on the land described as Tract 23, Fontainebleau Park Subdivision, Section 9, according to the Plat thereof recorded in Plat Book 94, Page 35, of the Public Records of Dade County, Florida:

(1) The Golfview Club at Fontainebleau Park, a Condominium, filed September 13, 1974, and recorded in Official Records Book 8779, at Page 1473, of the Public Records of Dade County, Florida.

(2) The Golfview Club at Fontainebleau Park, Condominium # 2, filed June 8, 1977, and recorded in Official Records Book 9705, at Page 920, of the Public Records of Dade County, Florida.

(3) The Golfview Club at Fontainebleau Park Condominium # 3 filed December 10, 1981, and recorded in Official Records Book 11293 at Page 160 of the Public Records of Dade County, Florida.

(4) 9650 Golfview Villas Condominium, recorded in Official Records Book 10645, at Page 1106, of the Public Records of Dade County, Florida.

(5) 9660 Golfview Villas Condominium, recorded in Official Records Book 10645, at Page 1028, of the Public Records of Dade County, Florida.

(6) 9670 Golfview Villas Condominium, recorded in Official Records Book 10747, at Page 1791, of the Public Records of Dade County, Florida.

(7) 9674 Golfview Villas Condominium, recorded in Official Records Book 10747, at Page 1709, of the Public Records of Dade County, Florida.

Declarant further recognizes that each of the Declarations of Condominium of the afore-referenced Condominiums provide that upon the submission to the condominium form of ownership of all of the land in Tract 23, the Condominium Associations for each of said Condominiums within Tract 23 shall be merged to facilitate the management of the Condominium Property in Tract 23.

Declarant hereby adopts the afore-described merger concept for The Golfview Club at Fontainebleau Park, Condominium # 4, and acknowledges that upon the last of said Associations being submitted to the condominium form of ownership by recording the Declarations of Condominium of each condominium, all of said Condominium Associations created for condominiums located on Tract 23 shall merge into one Association to be known as "The Golfview Club at Fontainebleau Park, Inc." By executing the "Acknowledgment And Acceptance By Grantee" portion of the deed conveying units herein, buyers herein hereby grant their irrevocable proxy for the voting of such merger to the Developer, its successors or assigns, for the sole purpose of voting for the afore-described merger, and hereby consent to a waiver of notice and acknowledge that the merger shall be accomplished in accordance with applicable Florida law. It is understood that at such time as the contemplated merger takes place, the President and Secretary of each Condominium Association shall become a member of the Board of Directors of the merged Associations, and shall serve as the Association's first Board of Directors.

The consent to merger set forth herein is conditioned upon the provisions as to common expenses set forth in (1) and (2) below and upon a construction whereby same shall in no way affect each Unit Owner's undivided interest in the common elements in any way whatsoever, it being understood that the merger of Associations is designed to facilitate management for the Unit Owners. In this regard, following the merger of the Associations, assessments for the payment of common expenses shall be computed in the following manner:

(1) With regard to maintenance fees and expenses for common elements or facilities which are common to and benefit solely a particular Condominium, only the Unit Owners of that Condominium shall be responsible for and pay those fees and expenses.

(2) With regard to maintenance fees and expenses for common elements or facilities which are common to and benefit Unit Owners in more than one Condominium, but less than all Condominiums, said fees and expenses shall be shared prorata between those Condominiums based upon the proportionate number of Units in each of said Condominiums.

3. Article XIV of the By-Laws of The Golfview Club at Fontainebleau Park, Condominium #4, Inc., which are attached to the Declaration of Condominium of The Golfview Club at Fontainebleau Park, Condominium #4, as Exhibit "E", has been amended in its entirety to provide as follows:

ARTICLE XIV
AMENDMENT OF BY-LAWS

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

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

B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Such approvals must be by not less than fifty-one percent (51%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association. All proposals to amend the By-Laws and all amendments shall comply with the Florida Statutes §718.112 (2d).

Proviso. Provided, however, that no amendments shall discriminate against any Unit Owner nor against any class or group of Units unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided, further, that no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance.

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

4. No other amendments have been made to the Declaration of Condominium of The Golfview Club at Fontainebleau Park, Condominium # 4.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name, this 8 day of June,

11476 2237

1982, in Dade County, Florida.

CATOM INVESTMENT CORPORATION, N.V.,
a Netherlands Antilles corporation
qualified to do business in the
State of Florida, as CATOM INVESTMENT
CORPORATION, N.V., INC.

By: *Jorge A. Fernandez*
Jorge A. Fernandez,
Managing Director

By: *Jose Hadida*
Jose Hadida,
Managing Director

For good and valuable considerations, receipt of which
is hereby acknowledged, The Golfview Club at Fontainebleau Park,
Condominium #4, Inc., a Florida non-profit membership corporation,
hereby agrees to accept all of the benefits and all of the duties,
responsibilities, obligations and burdens imposed on it by the
provisions of the First Amendment to the Declaration of Condominium
of The Golfview Club at Fontainebleau Park, Condominium #4.

IN WITNESS WHEREOF, The Golfview Club at Fontainebleau
Park, Condominium #4, Inc., has this 6 day of June
1982, caused these presents to be signed in its name by its
President and it corporate seal affixed at Dade County, Florida.

Witnesses:

THE GOLFVIEW CLUB AT FONTAINE-
BLEAU PARK, CONDOMINIUM #4, INC.,
a Florida non-profit membership
corporation

By: *Jorge A. Fernandez*
Jorge A. Fernandez, President

STATE OF FLORIDA)
COUNTY OF DADE) SS:
)

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgements, personally appeared Jorge A. Fernandez and Jose
Hadida, well known to be the Managing Directors of CATOM INVEST-
MENT CORPORATION, N.V., a Netherlands Antilles corporation qual-
ified to do business in the State of Florida, as CATOM INVESTMENT
CORPORATION, N.V., INC., who acknowledged executing the same
freely and voluntarily under authority duly vested by said corpo-
ration, on behalf of said corporation.

WITNESS my hand and official seal in the County of
State last aforesaid this 6 day of June, 1982.

John J. Casarino
NOTARY PUBLIC, State of Florida
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 29 1984
BONDED THRU GENERAL INS. UNDERWRITERS

11476 2238

STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jorge A. Fernandez, well known to be the President of THE GOLFVIEW CLUB OF FONTAINEBLEAU PARK, CONDOMINIUM #4, INC., a Florida corporation not-for-profit, and that he acknowledged executing the same freely and voluntarily under authority duly vested by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of June, 1982.

Jorge A. Fernandez
NOTARY PUBLIC, State of Florida

at Large,



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 29 1984
BONDED THRU GENERAL INS. UNDERWRITERS

023/329/C

-5-

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tract 23, Section Nine, Fountainebleau Park Subdivision, according to the plat thereof as recorded in Plat Book 94, at Page 35 of the Public Records of Dade County, Florida, being more particularly described as follows:

Beginning at the southeast corner of said Tract 23, thence run S 87°53'10" W along the southerly boundary line of said tract 23, for a distance of 357.31 feet to a point; thence run N 02°06'50" W for a distance of 25.00 feet to a point; thence run S 87°53'10" W for a distance of 50.00 feet to a point; thence run N 02°06'50" W for a distance of 199.72 feet to a point, thence run S 62°06'50" E for a distance of 74.95 feet to a point; thence run N 27°53'10" E for a distance of 98.47 feet to a point; thence run N 87°53'10" E for a distance of 112.15 feet to a point; thence run S 02°06'50" E for a distance of 54.17 feet to a point; thence run S 69°13'40" E for a distance of 105.59 feet to a point lying on the Easterly boundary line of said Tract 23; thence run S 24°13'40" E, along the Easterly boundary line of said tract 23, for a distance of 160.88 feet to a point; thence run S 41°28'10" E, along the Easterly boundary line of said tract 23 for a distance of 36.54 feet to a point of beginning together with all of Declarant's right, title and interest in and to, and subject to that certain easement for pedestrian and vehicular traffic and for the installation and maintenance of utilities over and across the East 20.00 feet of the West 45.00 feet of Tract 23, Fountainebleau Park Subdivision, Section Nine, according to the Plat thereof as recorded in Plat Book 94, at Page 35 of the Public Records of Dade County, Florida, as such easement is recorded under Clerk's File No. 73R-32985 of the Public Records of Dade County, Florida

EXHIBIT "B"
LEGAL DESCRIPTION

11476 2240

A PORTION OF TRACT 23, FONTAINEBLEAU PARK SUBDIVISION SECTION NINE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 94, AT PAGE 35 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 23; THENCE RUN S 02° 06' 50" E ALONG THE WEST BOUNDARY LINE OF SAID TRACT 23 FOR A DISTANCE OF 1034.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE S 02° 06' 50" E ALONG SAID WEST BOUNDARY LINE FOR A DISTANCE OF 370.29 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 23; THENCE RUN N 87° 53' 10" E ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT 23 FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE RUN N 02° 06' 50" W FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE RUN N 87° 53' 10" E FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN N 02° 06' 50" W FOR A DISTANCE OF 199.72 FEET TO A POINT; THENCE RUN S 62° 06' 50" E FOR A DISTANCE OF 74.95 FEET TO A POINT; THENCE RUN N 27° 53' 10" E FOR A DISTANCE OF 98.47 FEET TO A POINT; THENCE RUN N 87° 53' 10" E FOR A DISTANCE OF 112.15 FEET TO A POINT; THENCE RUN S 02° 06' 50" E FOR A DISTANCE OF 54.17 FEET TO A POINT; THENCE RUN S 69° 13' 40" E FOR A DISTANCE OF 105.59 FEET TO A POINT LYING ON THE EASTERN BOUNDARY LINE OF SAID TRACT 23; THENCE RUN N 24° 13' 40" W ALONG THE EASTERN BOUNDARY LINE OF SAID TRACT 23 FOR A DISTANCE OF 168.10 FEET TO A POINT; THENCE RUN N 02° 06' 50" W ALONG THE EASTERN BOUNDARY LINE OF SAID TRACT 23 FOR A DISTANCE OF 122.26 FEET TO A POINT; THENCE RUN S 72° 53' 10" W FOR A DISTANCE OF 130.00 FEET TO A POINT; THENCE RUN N 44° 29' 47" W FOR A DISTANCE OF 91.58 FEET TO A POINT; THENCE RUN S 87° 53' 10" W FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE RUN S 31° 07' 46" W FOR A DISTANCE OF 142.29 FEET TO THE POINT OF BEGINNING.

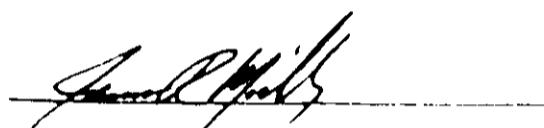
TOGETHER WITH ALL OF DECLARANT'S RIGHT, TITLE AND INTEREST IN AND TO, AND SUBJECT TO, THAT CERTAIN EASEMENT FOR PEDESTRIAN AND VEHICULAR TRAFFIC AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER AND ACROSS THE EAST 20 FEET OF THE WEST 45 FEET OF TRACT 23, FONTAINEBLEAU PARK SUBDIVISION SECTION NINE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 94, AT PAGE 35 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS SUCH EASEMENT IS RECORDED UNDER CLERK'S FILE NO. 73R-32985 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

CONSENT OF MORTGAGEE

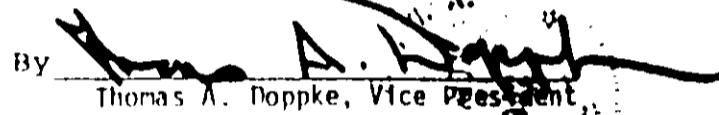
SOUTHEAST BANK, N.A., formerly known as SOUTHEAST FIRST NATIONAL BANK OF MIAMI, a national banking association, herein called "Mortgagee", the owner and holder of that certain Mortgage encumbering the real property described on Exhibit "A" attached hereto (the "Property"), which Mortgage is dated the 2nd day of June, 1981, and recorded in Official Records Book 11120, Page 1803, Public Records of Dade County, Florida and secures a promissory note in the principal amount of \$2,600,000.00, in accordance with Section 718.104, Florida Statutes, hereby consents to the foregoing Declaration of Condominium of the Golfview Club at Fontainebleau Park, Condominium #4, and The First Amendment thereto, executed by Catom Investment Corporation, N.V., and the submission of the Property to the condominium regime thereby established. This Consent of Mortgagee is made without representation or warranty, express or implied, by law, statute, decision or otherwise.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 18th day of June, 1982.

Signed, sealed and delivered
in the presence of:



SOUTHEAST BANK, N.A., formerly
known as SOUTHEAST FIRST
NATIONAL BANK OF MIAMI, a
national banking association.

By 
Thomas A. Doppke, Vice President



(SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me
this 18th day of June, 1982, by Thomas A. Doppke
the Vice President of SOUTHEAST BANK, N.A., formerly
known as SOUTHEAST FIRST NATIONAL BANK OF MIAMI, a national
banking association, on behalf of that national banking
association.


NOTARY PUBLIC, State of Florida
at Large

My commission expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
EXPIRES JUNE 1983

2724r

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tract 23, Section Nine, Fountainebleau Park Subdivision, according to the plat thereof as recorded in Plat Book 94, at Page 35 of the Public Records of Dade County, Florida, being more particularly described as follows:

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RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
REGD. U.S. PAT. OFF.
RICHARD P. DRINKER,
CLERK CIRCUIT COURT

CLERK NOTE:
FOR CONDO INPUT PLS
RECORDS CO.

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Manuel Beltran D.C.