

Royal Park Condominiums
 Declaration, Articles of Incorporation, Bylaws, and Associated Amendments

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RETURN TO:

THIS INSTRUMENT WAS PREPARED BY
 JOHN C. KERSTEN, ESQUIRE
 FRIEDRICH, KERSTEN, BLACKWELL & MIKOS
 2451 EAST OAKLAND PARK BOULEVARD
 FORT LAUDERDALE, FLORIDA 33506

DECLARATION OF CONDOMINIUM

Affecting the land and all improvements thereon known as
 ROYAL PARK, a condominium, lying and being in the County of
 Broward and State of Florida, and described as:

All of Royal Park according to the Plat thereof as recorded
 in Plat Book 78, Page 33, Public Records of Broward County,
 Florida, together with Royal Park First Addition, according
 to the Plat thereof, as recorded in Plat Book 79, Page 21,
 Public Records of Broward County, Florida.

EXCEPTING THEREFROM that portion of the above described
 land described as follows:

A portion of the Plat of ROYAL PARK as recorded in Plat Book
 78, Page 33, and a portion of ROYAL PARK 1st ADDITION, as
 recorded in Plat Book 79, Page 21, of the Public Records of
 Broward County, Florida, being more particularly described
 as follows:

Commence at the Northwest corner of said ROYAL PARK, thence
 S 02°36'57"E, along the West line of said ROYAL PARK, a
 distance of 328.78 feet; thence S 50°10'39"E, a distance
 of 64.48 feet to the Point of Beginning of this description;
 thence continue S 50°10'39"E, a distance of 20.26 feet;
 thence S 35°06'57"E, a distance of 139.34 feet; thence
 N 70°30'43"E, a distance of 13.46 feet; thence S 19°29'17"E,
 a distance of 74.82 feet; thence N. 88°27'53"E, a distance
 of 247.59 feet; thence S 11°21'39"E, a distance of 24.36
 feet; thence S 88°27'53" W, a distance of 243.97 feet;
 thence S 19°29'17"E, a distance of 70.98 feet; thence
 S 70°30'43"W, a distance of 36.71 feet; thence S 39°49'21"W,
 a distance of 131.53 feet; thence N50°10'39"W, a distance of
 190.0 feet; thence N 39°49'21"E, a distance of 125.0 feet;
 thence N 50°10'39"W, a distance of 100.0 feet; thence N
 39°49'21"E, a distance of 150.0 feet to the Point of Beginning.
 Containing 1.443 Acres, more or less; and also less

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A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East, thence S 01°02'16"E, along the East line of said SW 1/4, a distance of 263.64 feet; thence S 88°57'44"W, a distance of 564.42 feet to the Point of Beginning; thence S 47° 36'57"E, a distance of 207.31 feet; thence N 80°06'57"W, a distance of 56.28 feet; thence N 09°53'03"E, a distance of 18.0 feet; thence N 80° 06'57"W, a distance of 135.0 feet; thence N 35°06'57"W, a distance of 103.59 feet; thence N 87°23'03"E, a distance of 92.08 feet to the Point of Beginning. Containing .285 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, and a portion of ROYAL PARK, 1st ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01°02'16"E, along the East line of said SW 1/4, a distance of 601.63 feet; thence S 88°57'44"W, a distance of 60.0 feet to the Point of Beginning; thence S 01°02'16"E, along a line 60.0 feet West of and parallel with, as measured at right angles to the East line of said SW 1/4; a distance of 278.95 feet; thence N 46° 02'16"W, a distance of 243.21 feet; thence S 43°57'44" W, a distance of 58.0 feet; thence N 46°02'16"W, a distance of 51.54 feet; thence S 43°57'44"W, a distance of 18.0 feet; thence N 46°02'16"W, a distance of 7.0 feet; to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 52.0 feet, an arc distance of 51.08 feet; to the Point of Tangency; thence S 77°40'53"W, a distance of 7.53 feet; thence N 11°21'39"W, a distance of 127.65 feet to the Point of Curvature of a circular curve to the right; thence Northerly along the arc of said curve, having a radius of 232.59 feet, an arc distance of 49.24 feet; thence S 56°54'16"E, a distance of 274.15 feet; thence N 33°05'44"E, a distance of 103.67 feet; thence N 88°57'44"E, a distance of 62.86 feet to the Point of Beginning. Containing 1.090 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK 1st ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the Southwest 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01° 02'16"E, along the East line of said SW 1/4; a distance of 1116.59 feet; thence S 88°57'44"W, a distance of 237.99 feet to the Point of Beginning; thence S 01°02'16"E, along a line 237.99 feet West of and parallel with as measured at right angles to the East line of said Southwest 1/4 a distance of 177.34 feet; thence N 50°10'39"W, a distance of 120.49 feet; thence S 39°49'21"W, a distance of 18.0 feet; thence N 50° 10'39"W, a distance of 18.0 feet; thence S 39°49'21"W, a distance of 50.0 feet; thence N 50°10'39"W, a distance of 136.0 feet; thence N 39°49'21"E, a distance of 10.66 feet; thence N 79°26'08"E, a distance of 248.54 feet to the Point of Beginning. Containing .538 Acres, more or less.

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RECITALS, INTENT AND PURPOSE

WHEREAS, CROCKER & COMPANY - OAKLAND PARK, INC., a Florida corporation, hereinafter referred to as the "Developer" as owner in fee simple of the Property, has constructed thereon a multi-family dwelling containing, among other things, six hundred seventy-one (671) apartments, public rooms and other appurtenances and facilities, all as hereinafter described and

WHEREAS, by this Declaration, it is intended to subdivide the Property into six hundred seventy-one (671) separate parcels of real property which, in accordance with the provisions herein contained, shall nevertheless be subjected to the benefits and burdens of a condominium; and

WHEREAS, a condominium is a method of ownership which, when applied to a multi-family dwelling, provides for a separate title to each residential unit, which title shall consist of an apartment and an undivided interest in and to all of the Property that remains other than Apartments; and

WHEREAS, notwithstanding such separation of title, however, the owners by placing the condominium plan into effect will own with others common area property, including, without intending to limit the same to such elements thereon as the lobby, manager's apartment, elevators, parking areas, landscaped areas, public room, and related facilities used and controlled in a manner consistent with the needs and desires of the residents and the community in which the Property is located; and

WHEREAS, it is desirable, therefore, that this Declaration provide the basic requirement for such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Governors shall have the right and duty to effect the purposes of the Condominium.

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NOW THEREFORE,

DECLARATION - Developer hereby declares on behalf of itself, its successors, and its grantees, and assigns to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property as follows:

The Property from and after the date of the recording of this Declaration in the Office of the Clerk of the Circuit Court, in and for Broward County, Florida, shall be designated ROYAL PARK, and shall continue subject to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained and in conformance with the provisions of Florida Statutes 711 entitled "Condominium Act".

I. DEFINITIONS: As used herein or elsewhere in the Condominium Documents unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article provided:

1. APARTMENTS: Any one of those parts of the Building which is separately described on Architects' Plans as Apartment followed by a number and letter.

2. APARTMENT OWNER: The person, persons or entity holding title in fee simple to an Apartment.

3. ASSESSMENT: That portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Apartment Owner.

4. ASSOCIATION: Royal Park Condominium Apartments, Inc. and its successors, a Florida corporation not for profit, copies of the Articles of Incorporation and By-Laws of which corporations are annexed hereto and made parts hereof as Exhibits "B" and "C", respectively.

5. BUILDING: The entire structure to be located on the Property will be built substantially in accordance with Plans and

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Specifications therefor prepared by Ronald Kent Belk, 324 Datura Street, West Palm Beach, Florida, entitled "Royal Park", Commission NO, 51.

6. COMMON ELEMENTS: All that part of the Property which is not within the six hundred seventy-one (671) Apartments as such Apartments are shown on Exhibit "A", or which exist within Apartments or as appurtenances thereto by virtue of an easement herein created.

7. LIMITED COMMON ELEMENTS: That portion of the Common Elements consisting of one thousand three hundred forty-four separate and designated parking spaces specifically identified in Exhibit "A", as to each of which parking spaces a right of exclusive use has been reserved as an appurtenance to a particular Apartment.

8. COMMON EXPENSES: The actual and estimated costs of:

(a) maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Apartments as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(b) management and administration of the Association, including, without intending to limit the same to compensation paid by the Association to a managing agent, accountant, attorney and other employees;

(c) any other items held by or in accordance with other provisions of this Declaration or the Condominium Documents to be Common Expenses.

9. COMMON SURPLUS: The excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

10. CONDOMINIUM DOCUMENTS: This Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A. Final Survey and Site Plan prepared by Davis & Craven including typical floor plans, together with apartment plans and shares of interest attributed

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to the respective apartments in and to the common elements and common surplus prepared by Architect, Ronald Kent Belk, Commission #51.

Exhibit B. Articles of Incorporation of Royal Park Condominium Apartments, Inc.

Exhibit C. By-Laws of Royal Park Condominium Apartments, Inc.

Exhibit D. Recreational Area Lease.

11. DEVELOPER: CROCKER & COMPANY - OAKLAND PARK, INC., its successors and/or assigns.

12. PERSON: Developer and any individual, firm, corporation, trustee or other entity capable of holding title to real property.

13. PLANS AND SPECIFICATIONS: The Plans and Specifications referred to in Article I. 5 hereof.

14. PROPERTY: The land as hereinabove described, and the improvements located thereon.

15. SHARE: The percentage in and to the Common Elements attributed to each apartment as set forth in Exhibit A. -4.

16. BY-LAWS: The By-Laws for the government of the condominium as they may exist from time to time.

17. CONDOMINIUM PARCEL: An Apartment together with the undivided share in the common elements and Common Surplus which are appurtenant to the Apartment.

18. CONDOMINIUM PROPERTY: Means and includes the land in a condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the condominium.

19. RECREATIONAL FACILITIES: Means and includes the facilities provided under the recreational facility lease.

II. COMMON ELEMENTS USE:

The Common Elements shall be used in accordance with and subject to the following provisions:

1. Covenants against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the condominium method of ownership, the Property shall remain undivided and no person,

irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of this Declaration, in accordance with provisions herein elsewhere contained.

2. Rules and Regulations Promulgated by the Association.

No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, lessees, invitees and servants, as well as to provide for the exclusive use by an Apartment Owner and his guests, for specific occasions, of the public room or other similar facilities. Such use may be conditioned upon, among other things, the payment by the Apartment Owner of such assessment as may be established by the Association for the purpose of defraying the costs thereof.

3. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, and the Association shall delegate the responsibility of management and operation to a qualified manager or professional management organization.

4. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Apartment Owners, as assessed, in accordance with provisions contained elsewhere herein.

5. Subject to the rules and regulations from time to time pertaining thereto, all Apartment Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Apartment Owners.

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements as do not exceed the sum of \$25,000 at any

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one time. In the event the cost of said alterations and improvements shall exceed the sum of \$25,000 the approval of not less than seventy-five (75%) Percent of the first mortgagees shall be required. No changes, alterations, or improvements may be made to the individual apartments which will affect the exterior structure or appearance of the building.

7. Shares of Apartments Owners. The Share of the Apartment Owner in the Common Elements shall be as stated in Exhibit A-4 annexed hereto and may be altered only by amendment thereof executed in form for recording by all of the Apartment Owners and first mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

8. The Share of An Apartment Owner in the Common Elements is appurtenant to the Apartment owned by him, and inseparable from apartment ownership.

9. RIGHTS OF DEVELOPER. Within five years from the date of the recording of this Declaration of Condominium, the Developer shall have the right to assign particular parking spaces in the Limited Common Elements to particular Apartments, which assignments shall be made by instrument in writing executed with the formalities of a deed, and which assignment shall be made by separate instrument or by inclusion in any instrument of conveyance of an Apartment. Upon such assignment of such parking space in the Limited Common Elements to an Apartment, the owner of such apartment shall have the exclusive right to the use thereof without separate charge therefor by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against his Apartment, as hereinafter provided, it being the intention hereof that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all Apartments for purposes of assessment. Upon such assignment, the exclusive right of the owner of the Apartment to which such

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assignment is made shall become an appurtenance to said Apartment and shall be encumbered by and subject to any mortgage then or thereafter encumbering said Apartments, and upon the conveyance of or passing of title to the Apartment to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such Apartment. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Apartment to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Apartment from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use any parking space constituting Limited Common Elements, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter by instrument executed in such formality transferred by the Association to any Apartment to the same force and effect as if originally assigned thereto by the Developer. However, while the Association shall be the owner of the exclusive right to use any parking space constituting Limited Common Elements, the same shall be treated by the Association just as though said parking space constituted a part of the Common Elements instead of the Limited Common Elements. In the event that Developer shall not have transferred the exclusive right to use all parking spaces constituting Limited Common Elements to particular Apartments at the expiration of five years from the date of recordation of this Declaration of Condominium, then the right of the Developer to make such assignment shall cease and terminate with respect to the exclusive

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right to use any then unassigned parking spaces constituting Limited Common Elements and the rights previously vested in the Developer as to said unassigned parking spaces constituting Limited Common Elements shall pass unto and be vested in Association just as though the Developer had assigned same to particular Apartments, from which Apartments same had been transferred to the Association.

III. MAINTENANCE AND REPAIR OF APARTMENTS

1. The Association, at its expense, shall be responsible for the maintenance and repair and replacement of:

(a) all portions of the Apartments which contribute to the support of the Building, excluding, however, interior walls, ceiling and floors not damaged due to structural defects, and including, without intending to limit the same to outside walls of the Building, structural slabs, roof and loadbearing columns;

(b) all conduits, excepting those serving the air-conditioning units for the various apartments and excepting ducts, plumbing, wiring, lighting fixtures and other facilities for the furnishing of utility services which may be contained in the Apartment including appliances and plumbing fixtures;

(c) all incidental damage caused to an Apartment by such work as may be done or caused to be done by the Association in accordance herewith:

(d) nothing herein contained shall be construed so as to cause the Association to be obligated for damage caused by the negligence of owners, their respective families, lessees, invitees and guests, but rather these persons shall be liable for any damage which they may cause to the Common Elements.

2. By the Apartment Owners. The responsibility of the Apartment Owner shall be as follows:

(a) to maintain, repair and replace at his expense all portions of the Apartment except the portions of each to be maintained, repaired and replaced by the Association.

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(b) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the Building.

(c) not to paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Apartment, unless the written consent of the Association is obtained.

(d) to promptly report to the Association or its agent any defect or need for repair, the responsibility for the remedying of which is with the Association.

(e) not to make any alterations in the portions of the Apartment or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Governors of the Association and all first mortgagees of individual units, nor shall any Apartment Owner impair any easement without first obtaining the written consent of the Association and of the Apartment Owner or Owners for whose benefit such easement exists.

3. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement of the interior of any Apartment, but the Association's liability for said interior of any Apartment shall be limited to damages resulting from its negligence.

IV. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

1. Real Property. Each Apartment, together with the space within it as shown on the Architect's Plans together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject, however, to the provisions of this Declaration of Condominium.

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2. Boundaries. Each Apartment shall be bounded as to both horizontal and vertical boundaries as shown on the Architect's Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

(a) Vertical Boundaries:

- (i) the underside of the concrete slab above and abutting the apartments;
- (ii) the underside of the concrete slab below and abutting the apartments;

(b) Horizontal Boundaries:

- (i) interior, between Apartments--the various planes formed by the center lines of the interior walls between Apartments;
- (ii) interior, adjacent to a Common Element--the various planes formed by the exterior of the interior Apartment wall adjacent to a Common Element serving more than one Apartment.
- (iii) exterior of Apartments--the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or terrace serving only the Apartment being bounded, the Apartment boundary shall be extended and include within it such balcony or terrace.

3. Appurtenances. Each Apartment shall include and the same shall pass with each Apartment as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of an Apartment Owner in the Property, which shall include but not be limited to:

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(a) Common Elements and Common Surplus: An undivided share in and to the Common Elements and Common Surplus, such undivided share to be that portion set forth in Exhibit A,4;

(b) The conveyance of a Limited Common Elements as an appurtenance to the Apartment known as a parking space for a private passenger automobile, which parking space shall be assigned the Purchaser from those available at the time of his purchase of the Apartment;

(c) Easements for the benefit of the Apartment.

(d) Association membership and funds and assets held by the Association for the benefit of the Apartment Owner.

(e) All such appurtenances, however, shall be and continue to be subject to the easement for the benefit of other Apartments.

(f) In addition to and not in derogation of the ownership of the space described on the Architect's Plans, an exclusive easement for the use of the space not owned by the Apartment Owner and which is occupied by the Apartment which easement shall exist until this Declaration is terminated in accordance with provisions herein elsewhere contained.

(g) The following easements from each Apartment Owner to each other Apartment Owner and to the Association:

(i) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents;

(ii) Structural Support. Every portion of an apartment which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements;

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- (iii) Emergency easements in Ingress and Egress. Easement over all balconies and terraces whenever required for emergency ingress and egress;
 - (iv) No Apartment Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.
- (h) The following easements from each Apartment Owner to the Association:
- (i) Maintenance, repair and replacement. Easements through the Apartments and Common Elements are for maintenance, repair and replacement of the Apartments and Common Elements. Use of these easements, however, for access to the Apartments shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
 - (ii) Utilities. Easements through the Apartments and Common Elements for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easement for such facilities through an Apartment shall be only substantially in accordance with the Plans and Specifications of the Building.
- (i) Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of

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the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium.

(i) Utilities. As may be required for utility services in order to adequately serve lands, other than the condominium property, now or hereafter owned by the Developer, which are adjacent to or in the vicinity of the condominium property; provided, however, that the easement for such facilities through an Apartment shall be substantially in accordance with the Plans and Specifications of the Building containing the Apartment or as the building is actually constructed unless approved, in writing, by the Apartment owner.

(ii) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across such walkways as may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portion of the condominium property.

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V. POWER TO LEASE CERTAIN LAND. The Association shall have the power to and has entered into a 99 year lease of an undivided share in and to certain lands, which lands are not part of the condominium property or common elements, as described in said lease, a copy of which is attached hereto as Exhibit D. It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of the Association are or may become beneficiaries of the Lessor under said lease and that such circumstance shall not and cannot be construed or considered as a breach of their duties to the Association or as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expression thereof executed by the Board of Governors of the Association and by the Lessor with the formality required for deeds and duly filed among the Public Records of Broward County, Florida.

Each present and future apartment owner, his heirs, successors and assigns and the Developer, as present owner of all of the apartments and the condominium property, shall be bound by said recreational facility lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to: (a) subjecting all his right, title and interest in his apartment, the condominium and the Association to the lien rights granted the Lessor in Section XVIII of said lease; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee; (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said lease; (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms

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and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association. The cost of insurance, taxes and all other expenses which the Association, as Lessee, has obligated itself to pay under said lease shall be common expenses of the Association, and the Association shall provide therefor in the annual budget of the Association, The Association shall assess and collect from each apartment owner and each apartment owner shall be liable for a share of said assessment. The share for which each apartment owner shall be liable shall be equal to the apartment owner's share of the common expenses as hereinbefore set forth. In addition to the foregoing, the Association shall assess and collect from each apartment owner an amount which shall be equal to the amount of rent due the Lessor from the Lessee and attributable to that apartment owner's apartment, all as provided under Paragraph XVII of said lease. The Lessor shall have a lien on each condominium parcel for any unpaid portion of any such assessment made by the Association. Said lien shall also secure reasonable attorney's fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due; and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the claim of lien is recorded. Upon full payment the Owner and the Association shall be entitled to a recordable Satisfaction of the Lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the Claim of Lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain

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a certificate of title as a result of foreclosure, the recording of said deed in lieu of foreclosure or certificate of title shall operate to release a subordinate Claim of Lien. The Lessor's liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Apartment Owner shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same. The provisions of this subparagraph shall be construed as a covenant running with the land of the condominium in favor of the Lessor, its successors and assigns, and shall be in full force and effect during the term of said lease whether or not the condominium in this Declaration created be sooner terminated, and may be enforced by it against the Association and each condominium parcel owner, their heirs, successors, representatives and assigns.

. VI. USE RESTRICTIONS

In order to provide for a congenial occupation of the Building and to provide for the protection of values of the Apartment, the use of the Property shall be restricted to and be in accordance with the following provisions:

1. The Apartment shall be used for single family residences only.
2. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Apartment.
3. No Apartment shall be occupied by any person not approved in advance by the Board of Governors of the Association. The Association shall signify in writing such approval or disapproval within fifteen (15) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, his residence address,

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together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Governors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in the paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Article XVII hereof.

4. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.

5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Apartment Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repairs of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.

6. Interpretation. In interpreting deeds, mortgages and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movements of the building and regardless of minor variance between boundaries shown on the plat or in the deed and those of the Building.

7. Regulations. Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Apartment Owner prior to the time that the same become effective.

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The initial regulations shall be deemed effective until amended by the Association. Such regulations shall not impair the rights of mortgages as elsewhere recited.

VII. CONVEYANCES

The sale and leasing and mortgaging of Apartments shall be subject to the following provisions herein elsewhere contained.

1. The developer shall not be required to obtain approval of the Board of Governors for the sale or lease of any Apartment. No Apartment Owner may dispose of an Apartment or any interest therein by sale or by lease without approval of the Board of Governors of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

(a) Notice to Association. An Apartment Owner intending to make a sale or a lease of his Apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee; such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Apartment Owner to the Association and any purchaser or lessee produced by the Association as hereinafter provided, that the Apartment Owner believes the proposal to be bona fide in all respects.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Board of Governors of the Association shall either approve the transaction or furnish a purchaser or lessee approval by the Association (and give notice thereof to the person desiring to sell or lease his apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Governors of the Association

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shall be in recordable form signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30 day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form as aforesaid. The Apartment Owner given such notice shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association.

(c) The Association, subject to approval by the Board of Governors, shall have the right to purchase any Apartment.

2. Mortgage. No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, public or private pension fund, or savings and loan association. The approval of any other mortgage may be upon conditions determined by the Board of Governors of the Association.

VIII. ADMINISTRATION

The administration of the Property, including but not limited to the acts required of the Association shall be governed by the following provisions:

1. The Association shall be incorporated under the name Royal Park Condominium Apartments, Inc., as a corporation not for profit under the laws of the State of Florida, under Articles of Incorporation of which a copy is attached as Exhibit B. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

2. The By-Laws of the Association shall be in the form attached as Exhibit C until such are amended in the manner therein provided.

3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however,

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that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Apartment Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Governors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

4. Notice or demands, for any purpose, shall be given by the Association to Apartment Owners, and by Apartment Owners to the Association and other Apartment Owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

5. All funds and the titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the cost incurred by the Association in acquiring the same shall be held for the benefit of the Apartment Owners for the purposes herein stated.

6. All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

IX. INSURANCE

The insurance which shall be carried upon the Property shall be governed by the following provisions:

1. Authority to Purchase. Except Builders Risk

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and other required insurance furnished by the Developer during construction, all insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Apartment Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgagee endorsements to the holders of first mortgages on the Apartments or any of them and, if insurance companies will agree, shall provide that the insurer waives its right of subrogation as to any claim against Apartment Owners, the Association and their respective servants, agents and guests. Such policies and endorsements 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.

2. Approval. All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida, and shall be subject to approval by the Institutional Mortgagee holding the highest dollar mortgage total on Apartments. Such approval may be obtained by directing to the Mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

3. Named Insured. The named insured shall be the Association individually and an agent for the Apartment Owners without naming them, and shall include the mortgagees of Apartments which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment

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Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability.

4. Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the expiration of expiring policies.

5. Coverage.

(a) Casualty. The Building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereon (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against the following:

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
- (ii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(b) Public Liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages;

(c) Workmen's Compensation policy to meet the requirements of law;

(d) All liability insurance shall contain cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner.

6. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

7. All insurance policies purchased by the Association shall be for the benefit of the Association and the Apartment Owners and their respective mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to a Trustee bank in Florida with trust powers and total assets of more than \$50,000,000.00. Such Trustee bank acting as such is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose elsewhere stated herein, and for the benefit of the Association, the Apartment Owners, and their respective mortgagees, 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 - that undivided share for each Apartment Owner and his mortgagee, if any, which is set forth in Exhibit A-4.

(b) Apartments. Proceeds on account of Apartments shall be held in the following manner in undivided shares.

(i) Partial destruction when the building is restored for the Owners of damaged Apartments in proportion to the costs of repairing the damage suffered by each damaged Apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee

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the appropriate portions as aforesaid, and each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(ii) Total destruction when the Building is destroyed or where the Building is not to be restored - for all Apartment Owners, the share of each being that share set forth in Exhibit A-4.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an Apartment, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear; 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Apartment Owner and mortgagee pursuant to the provisions of this Declaration.

8. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the beneficial Owners after paying first or making provisions for 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 or reconstructed, the 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 Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the

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proceeds shall be distributed to the beneficial Owners, remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.

(c) Certificate. In making distribution to Apartment Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Apartment Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

(d) The provisions of this Section IX shall not be amended without the prior written approval of all institutional first mortgagees.

X. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. If any part of the common Elements shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided for unless such damage renders one-half or more of the Apartment's untenable and Apartment Owners, who, in the aggregate, own eighty (80%) percent or more of the shares, vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter.

Such termination shall not be effective until and unless the holders of all liens affecting any of the condominium parcels consent thereto or agree in either case by instruments duly recorded that their liens be transferred to the undivided share of the unit owner in the property.

1. Any such reconstruction or repair shall be substantially in accordance with the original Plans and Specifications of Royal Park Condominium Apartments, Inc. as prepared by the Architect.

2. Encroachments upon or in favor of Apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Apartment Owner upon whose property such encroachment exists, provided that such

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reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee shall deliver such certificate as soon as practical.

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

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimate of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Governors desires.

2. Assessments. If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessment shall be made against all Apartment Owners in sufficient amounts to provide funds for the payment of such costs.

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

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(a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee.

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

(i) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Apartment Owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Apartment Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Apartment Owner may direct, and as the first mortgagee may direct. Nothing contained here, however, shall be construed so as to limit or modify the responsibility of the Apartment Owner to make such reconstruction or repair.

(ii) Association--Lesser Damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred,

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then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- (iii) Association--Major Damage. If the amount of the estimated cost of reconstruction and repair of the Building or other improvements is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, sub-contractors,

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materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is not outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work, the Common Elements or any individual Apartment (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Apartment Owners and their mortgagees, who are the beneficial owners of the fund.

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4. Insurance Adjustments. Each Apartment Owner shall be deemed to have delegated to the Board of Governors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Apartment, subject to the rights of mortgagees of such Apartment Owners.

XI. ASSESSMENTS

Assessments against the Apartment Owners shall be made or approved by the Board of Governors of the Association and paid by the Apartment Owners to the Association in accordance with the following provisions:

1. Share Expense. Common Expenses--Each Apartment Owner shall be liable for his share of the Common Expenses, and this share shall be equal to the percentage that each Apartment bears to the Common Elements as set forth in Exhibit A-4, and his share in the Common Surplus shall be a like percentage.

2. Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Governors by the Condominium Documents, shall be paid by the Apartment Owners to the Association in the proportions set forth in the provisions of the Condominium Documents authorizing the assessment.

3. Accounts. All sums collected by the Association from assessments may be co-mingled in a single fund but they shall be held for the Apartment Owners in the respective share in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(a) Common Expense Account - to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements:

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(b) Alteration and Improvement Account - to which shall be credited all sums collected for alteration and repair assessments;

(c) Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments;

(d) Emergency Account - to which shall be credited all sums collected for emergencies.

4. Assessments for Common Expenses. Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessment is made and at such other and additional times as in the judgment of the Board of Governors additional Common Expense assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessment shall be due and payable monthly or quarterly during the calendar year, at the discretion of the Board of Governors, on the first day of each month beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

5. Other Assessments. Other assessments shall be made in accordance with the provisions of the Condominium Documents, and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Governors of the Association.

6. Assessments for Emergencies. Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only the Board of Governors of the Association.

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7. Assessments for Liens. All Liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Apartment or upon any portion of the Common Elements shall be paid by the Association as a Common Expense and shall be assessed against the Apartments in accordance with the Share of the Apartments concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Governors is appropriate.

8. Assessment Roll. The assessments against all Apartment Owners shall be set forth upon a roll of the Apartments which shall be available in the office of the Association for inspection at all reasonable times by Apartment Owners or their duly authorized representatives. Such roll shall indicate for each Apartment the name and address of the Owner or Owners, the assessments for each Apartment for purposes and the amounts of all assessments paid and unpaid. A Certificate made by the Association as to the status of an Apartment Owner's assessment account shall limit the liability of any person for whom made other than the Apartment Owner, and the Association shall issue such certificates to such persons as an Apartment Owner may request in writing.

9. Liability for Assessments. The Owner of an Apartment and his grantees shall jointly and severally be liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Apartment for which the assessments are paid. A purchaser of an Apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure, shall be liable for assessments coming due after such sale or delivery of a deed and shall be responsible only for that portion of the due assessments prorated for the period from the date of such sale or

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delivery of deed. Such a purchaser as aforesaid shall be entitled to the benefit for all prepaid assessments paid beyond the date such purchaser acquires title.

10. Lien for Assessment. The unpaid portion of an assessment which is due shall be secured by a lien on the following property which shall be subordinate to any prior recorded mortgage on the Apartment:

(a) The Apartment and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Public Records of Broward County. The Association shall not, however, record such claim of lien until the assessment is unpaid for not less than twenty (20) days after it is due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

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

11. Collection.

(a) Interest: Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceedings and in either event, the Association shall be entitled to recover in the same action, suit or proceedings the payments which are delinquent at the time of judgment or decree together with

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interest thereon at the rate of ten (10%) percent per annum and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.

XII. COMPLIANCE AND DEFAULT

Each Apartment Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Apartment Owners to the following relief:

(a) Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same to, an action to recover the sums due for damages, injunctive relief, foreclosure of a lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Apartment Owner.

(b) All Apartment Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) Costs and Attorney's Fees. In any proceedings arising because of an alleged default by an Apartment Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

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(d) No Waiver of Rights. The failure of the Association or of an Apartment 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 Association or Apartment Owner to enforce such right, provision, covenant or condition in the future.

(e) All rights, remedies and privileges granted to the Association or an Apartment Owner pursuant to any term, provision, covenant or conditions of the Condominium Documents shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies and privileges as may be granted to such party by the Condominium Document or at law or in equity.

XIII. AMENDMENT.

Except for alterations in the shares which cannot be done except with the consent of all Apartment Owners whose shares are being affected and their mortgagees, and with the exception of any amendment to the requirements that the mortgagees approve any amendment to the provisions relating to their approval of insurance provisions as set forth in Section IX. 8. (d) supra, the Condominium Documents may be amended in the following manner:

1. Declaration. Amendments to the Declaration shall be proposed and adopted as follows:

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

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the Apartment Owners meeting as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Governors and Apartment Owners not present at the meeting considering such amendment may express their

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approval in writing within ten (10) days after such meeting or by proxy delivered to the Secretary prior to such meeting. Such approvals must be by not less than seventy-five (75%) percent of the Governors and not less than seventy-five (75%) percent of the Apartment Owners and their mortgagees.

(c) Recording. A copy of each amendment shall be certified by at least two officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida. Copies of the same shall be sent to each Apartment Owner and his mortgagee in the manner elsewhere provided for the giving of notice but the same shall not constitute a condition precedent to the effectiveness of such amendment.

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

XIV. TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

1. The termination of the Condominium may be effected by the agreement of all Apartment Owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

2. Destruction. If it is determined in the manner elsewhere provided that the Property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

REF: 5775 PAGE 903

3. Shares of Apartment Owners after Termination.

After termination of the Condominium, the Apartment Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Apartment or Apartments formerly owned by such Apartment Owners shall have mortgages and liens upon the respective undivided shares of the Apartment Owners; such undivided shares of the Apartment Owners shall be as set forth in Exhibit A-4. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Apartment Owners and their first Mortgagees in proportion to their ownership of the Common Elements. The costs incurred by the Association in connection with a termination shall be a Common Expense.

4. Following termination, the Property may be partitioned and sold upon the application of any Apartment Owner. If the Board of Governors following a termination by not less than a three-fourth vote determines to accept an offer for the sale of the Property, each Apartment Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the Property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereof.

5. The members of the Board of Governors acting collectively as agent for all Apartment Owners shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Apartment and the appurtenances thereto, and every Apartment Owner and Claimant of the property or any part thereof of interest therein.

DEF. 5775 PAGE 964
REC.

and his heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

XVI. LIENS

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

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

3. Notice of Suit. Apartment Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Apartment or any other part of the Property, such notice to be given within five (5) days after the Apartment Owner receives notice thereof.

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

5. The Association shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES

1. No judicial sale of an Apartment nor any interest therein shall be valid unless

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

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

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REC.

2. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Governors of the Association.

3. In the event proceedings are instituted to foreclose any mortgage on any Apartment, the Association on behalf of one or more Apartment Owners, shall have the right to redeem from the mortgagee for the amount due thereon including reasonable attorney's fees and costs or if possible, to purchase such Apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the Property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Apartment, and such lending institution shall have an unrestricted absolute right to accept title to the Apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said Apartment at the foreclosure sale, and in that event, the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such apartment and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said Property to persons approved by the Association. If the Association or any member as aforesaid redeems such mortgage or cures such default, it shall have a lien against the Apartment for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past-due assessment.

REC. 5775 PAGE 906

XVIII. PROVISIONS PERTAINING TO DEVELOPER

For so long as the Developer continues to own any of the Apartments, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an Apartment Owner to pay assessments as to each Apartment owned by it, in accordance with the Condominium Documents.

1. For so long as the Developer owns five (5) or more Apartments, a majority of the Board of Governors of the Association shall be elected by the Developer, and such members as may be elected by the Developer need not be residents of the Building, but in no event shall the Developer elect a majority of the Board of Governors for a period of longer than three years from date of issuance of the Certificate of Occupancy for all improvements constructed on the condominium property, or three years after sales by the Developer have been closed on seventy-five percent (75%) of the total apartments or three (3) months after sales have been closed by the Developer on six hundred fifty-one (651) apartments) whichever event shall first occur. In any event, when sales by the Developer have been closed on fifteen percent (15%) of the total apartments, the unit owners shall be entitled to elect not less than one third (1/3) of the members of the Board of Governors.

2. Until the Developer has completed and sold all of the apartments of the condominium, neither the Apartment Owners nor the Association nor their use of the condominium shall interfere with the completion of the improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.

3. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

XIX. If any term, covenant, provisions, phrase or other

element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents.

XX. APARTMENT DEEDS

Any transfer of an Apartment shall include all appurtenances thereto whether or not specifically described.

XXI. CAPTIONS

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

XXII. GENDER, SINGULAR, PLURAL

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

XXIII. SEVERABILITY

If any provisions of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Florida, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 23rd day of May, 1974.

CROCKER & COMPANY - OAKLAND PARK, INC.

By William J. Crocker
William J. Crocker President

ATTEST:

John O. Kirby
John O. Kirby Secretary

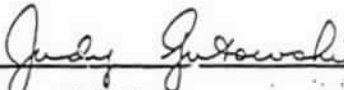


OFF. 5775 PAGE 908

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
W. J. Crocker and John O. Kirby, President and Secretary respectively
of CROCKER & COMPANY - OAKLAND PARK, INC., a Florida corporation,
and they acknowledged to and before me that they executed the fore-
going instrument as such officers of said corporation and that they
affixed thereto the official seal of said corporation, and that the
foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Fort Lauderdale, said county and state, this 23rd day of
May, 1974.



Notary Public



My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires August 6, 1976
Bonded by AUTO OWNERS INSURANCE

OEE: 5775 PAGE 909

EXHIBIT A. PAGE 9
CERTIFICATE OF ARCHITECT

MADE
THIS 17th DAY OF MAY, 1974.

I, RONALD KENT BELK, of Boca Raton, Florida, certify as follows:


1. I am an architect authorized to practice in the State of Florida.


2. This certificate is made as to ROYAL PARK, a condominium located at 1500 N. W. 38th Street, Oakland Park, Broward County, Florida, and in compliance with Section 711.08 (1) (e), Florida Statutes, 1971.

3. The following Exhibits to Declaration of Condominium:

Exhibit A, Page 1	Site Plan
Exhibit A, Page 2	Description, Recreation Area No. 1
Exhibit A, Page 2.1	Description, Recreation Area No. 2
Exhibit A, Page 2.2	Description, Recreation Area No. 3
Exhibit A, Page 2.3	Description, Recreation Area No. 4
Exhibit A, Page 3	Typical Apartment Plan
Exhibit A, Page 4	Typical Apartment Plan with Percentages
Exhibit A, Page 5	Schematic Master Site Plan
Exhibit A, Page 6	Ground Floor Plan
Exhibit A, Page 7	Typical 32 unit Building Elevation
Exhibit A, Page 8	Final Survey

together with the Declaration, constitute a correct representation of the improvements of said condominium as it now exists and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.


RONALD KENT BELK
Certificate of Registration No. 4563
State of Florida



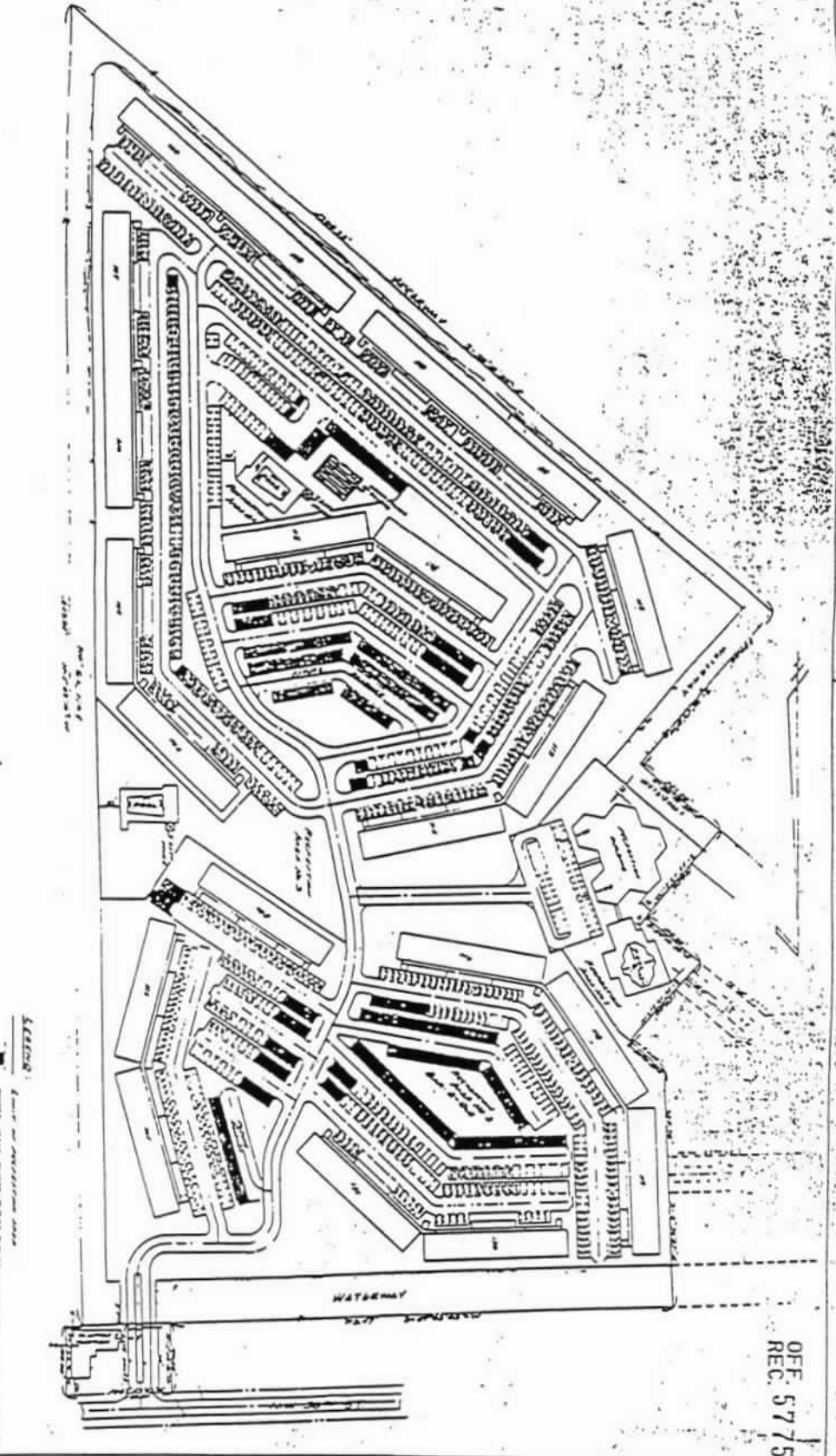
OFF. 5775 PAGE 921
REC. 5775 PAGE 921

DAVIS and CRAVEN, Inc. Civil and Surveying Engineers
 1000 North Main Street, Suite 1000, Denver, Colorado 80202
 Tel: 303.733.1100 Fax: 303.733.1101
 Website: www.davisandcraven.com

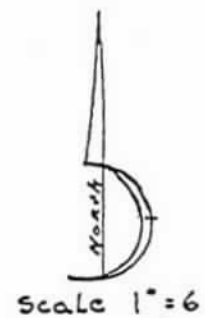
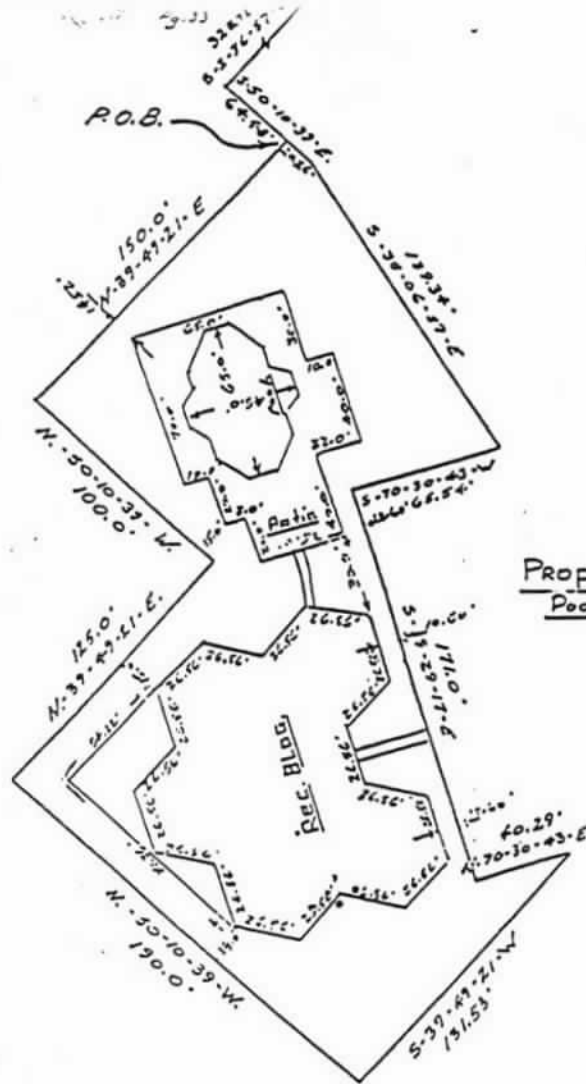
NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

ROYAL PARK
 SITE PLAN
 EXHIBIT A

EXHIBIT A PAGE 1



OFF. 5775
 REC. 5775
 PAGE 910



Proposed Rec. Bldg.
Pool Area

ANNEXED TO AND MADE A PART OF PUBLIC RECORDS

EXHIBIT A PAGE 2

DESCRIPTION: RECREATION No. 1

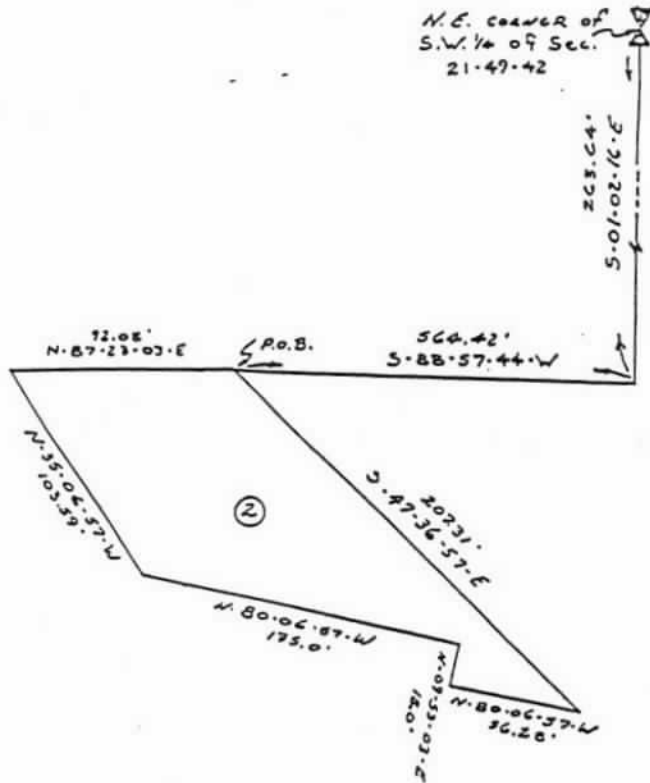
A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, and a portion of ROYAL PARK, FIRST ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said ROYAL PARK; thence S 02° 36' 57" E, along the West line of said ROYAL PARK, a distance of 328.78 feet; thence S 50° 10' 39" E, a distance of 64.48 feet; to the Point of Beginning of this description; then continue S 50° 10' 39" E, a distance of 20.26 feet; thence S 35° 06' 57" E, a distance of 139.34 feet; thence S 70° 30' 43" W, a distance of 63.54 feet; thence S 19° 29' 17" E, a distance of 171.0 feet; thence N 70° 30' 43" E, a distance of 40.29 feet; thence S 39° 49' 21" W, a distance of 131.53 feet; thence N 50° 10' 39" W, a distance of 190.0 feet; thence N 39° 49' 21" E, a distance of 125.0 feet; thence N 50° 10' 39" W, a distance of 100.0 feet; thence N 39° 49' 21" E, a distance of 150.0 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

Containing 1.005 Acres, more or less.

OFF. REC. 5775 PAGE 911



Scale 1" = 60'

DESCRIPTION: RECREATION No. 2

A portion of the Plat of ROYAL PARK, as recorded in Plat Book 76, Page 33, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01° 02' 16" E, along the East line of said SW 1/4, a distance of 263.64 feet; thence S 88° 57' 44" W, a distance of 564.42 feet to the Point of Beginning; thence S 47° 36' 57" E, a distance of 207.31 feet; thence N 80° 06' 57" W, a distance of 56.25 feet; thence N 09° 53' 03" E, a distance of 18.0 feet; thence N 80° 06' 57" W, a distance of 135.0 feet; thence N 35° 06' 57" W, a distance of 103.59 feet; thence N 87° 23' 03" E, a distance of 92.08 feet to the Point of Beginning.

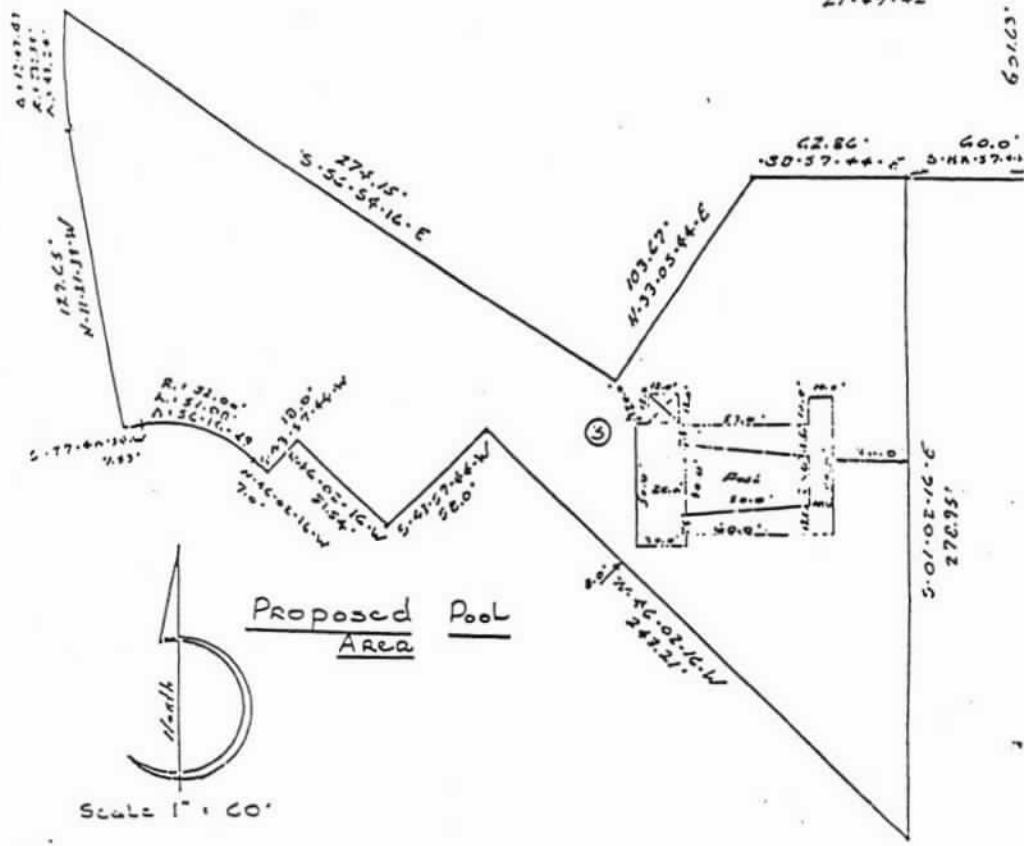
Said lands situate, lying und being in Broward County, Florida.

Containing .285 Acres, more or less.

EXHIBIT A PAGE 21

OFF. REC. 5775 PAGE 912

N.E. corner of
S.W. 1/4 of Sec.
21-49-42



OFF. 5775 PAGE 913
REC. 15622

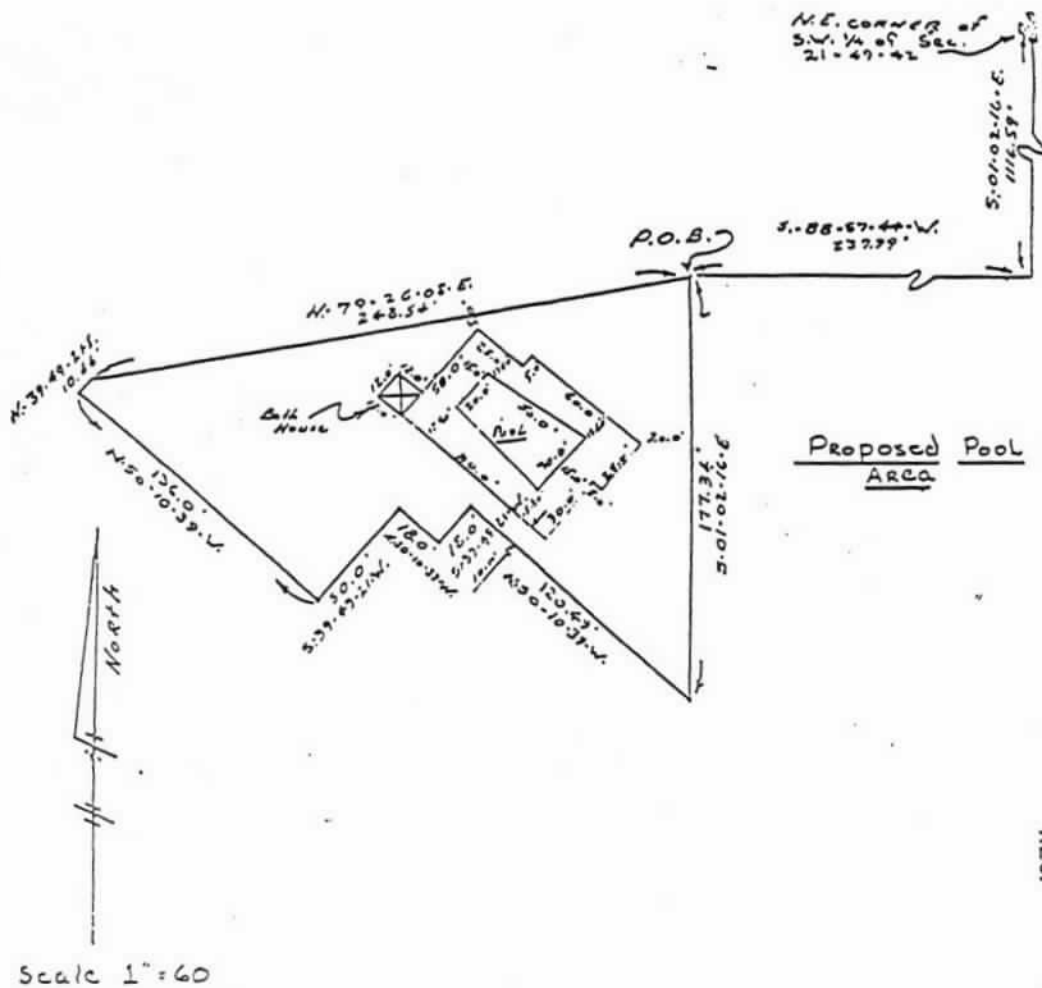
EXHIBIT A PAGE 22

DESCRIPTION: RECREATION No. 3

A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, and a portion of ROYAL PARK, FIRST ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01° 02' 16" E, along the East line of said SW 1/4, a distance of 601.63 feet; thence S 88° 57' 44" W, a distance of 60.0 feet to the Point of Beginning; thence S 01° 02' 16" E, along a line 60.0 feet West of and parallel with, as measured at right angles to the East line of said SW 1/4, a distance of 278.95 feet; thence N 46° 02' 16" W, a distance of 243.21 feet; thence S 43° 57' 44" W, a distance of 55.0 feet; thence N 46° 02' 16" W, a distance of 51.54 feet; thence S 43° 57' 44" W, a distance of 18.0 feet; thence N 46° 01' 16" W, a distance of 7.0 feet; to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 52.0 feet, an arc distance of 51.85 feet; to the Point of Tangency; thence S 77° 40' 53" W, a distance of 7.53 feet; thence N 11° 21' 39" W, a distance of 127.65 feet to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 232.59 feet, an arc distance of 49.24 feet; thence S 56° 54' 16" E, a distance of 274.15 feet; thence N 33° 05' 44" E, a distance of 103.67 feet; thence N 88° 57' 44" E, a distance of 62.86 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 1.090 Acres, more or less.



Scale 1" = 60

OFF. 5775 PAGE 914
REC. 5775 PAGE 914

DESCRIPTION: RECREATION No. 4

A portion of the Plat of ROYAL PARK FIRST ADDITION, as recorded in Plat Book 79, Page 21 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01° 02' 16" E, along the East line of said SW 1/4, a distance of 1116.59 feet; thence S 88° 57' 44" W, a distance of 237.99 feet to the Point of Beginning; thence S 01° 02' 16" E, along a line 237.99 feet West of and parallel with as measured at right angles to the East line of said Southwest 1/4 a distance of 177.34 feet; thence N 50° 10' 39" W, a distance of 120.49 feet; thence S 39° 49' 21" W, a distance of 18.0 feet; thence N 50° 10' 39" W, a distance of 18.0 feet; thence S 39° 49' 21" W, a distance of 50.0 feet; thence N 50° 10' 39" W, a distance of 136.0 feet; thence N 39° 49' 21" E, a distance of 10.66 feet; thence N 79° 26' 08" E, a distance of 248.54 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing .536 Acres, more or less.

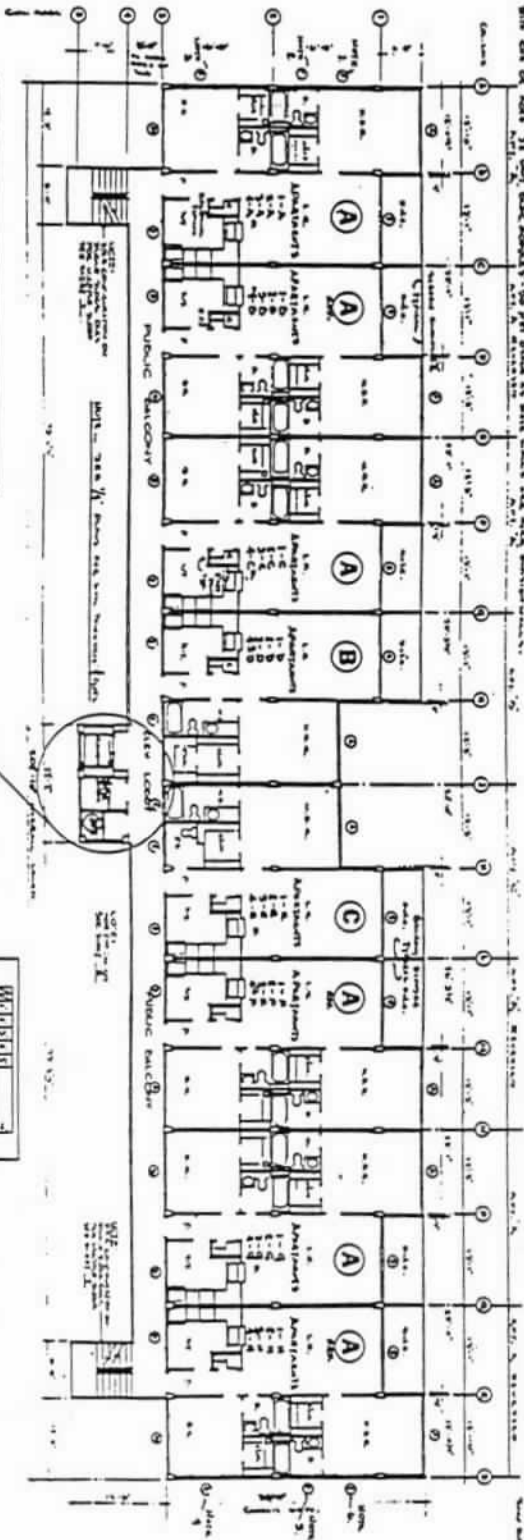
EXHIBIT A PAGE 213

EACH UNIT IS DESCRIBED AND WILL BE CONVEYED BY A NUMERICAL AND LETTER SYSTEM. THE NUMBER WILL CONTAIN A PART OF ITS IDENTIFICATION A THREE DIGIT NUMBER PREFIX WHICH IS THE NUMBER OF THE BUILDING, FOLLOWED BY A ONE DIGIT NUMBER WHICH IS THE DESIGNATE THE FLOOR OF SAID BUILDING AND THE FOLLOWING LETTER WILL DESIGNATE THE APARTMENT UNIT. FOR EXAMPLE, UNIT 101-A WOULD BE BUILDING 101, 1ST FLOOR, APARTMENT A. BUILDINGS WILL BE NUMBERED 101 THROUGH 121 AS SHOWN ON SITE PLAN EXHIBIT A, PAGE 1.

ADDENDUM

NOTE: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.

NOTE: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.



NOTE

NOTE: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.

AS SHOWN ABOVE, APARTMENTS WITH THE LETTERS A, B, & C FIGURE ARE ALL 'A' TYPE APARTMENTS, APARTMENTS WITH THE LETTER D ARE 'B' TYPE APARTMENTS AND APARTMENTS WITH THE LETTER E ARE 'C' TYPE APARTMENTS.

END WALL OF BUILDING CONDITIONS. MARKS

- NOTE 1: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.
- NOTE 2: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.
- NOTE 3: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.
- NOTE 4: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.
- NOTE 5: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.

NOTE

NOTE: - The building is to be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site. The building will be built on a 2 1/2 acre site.

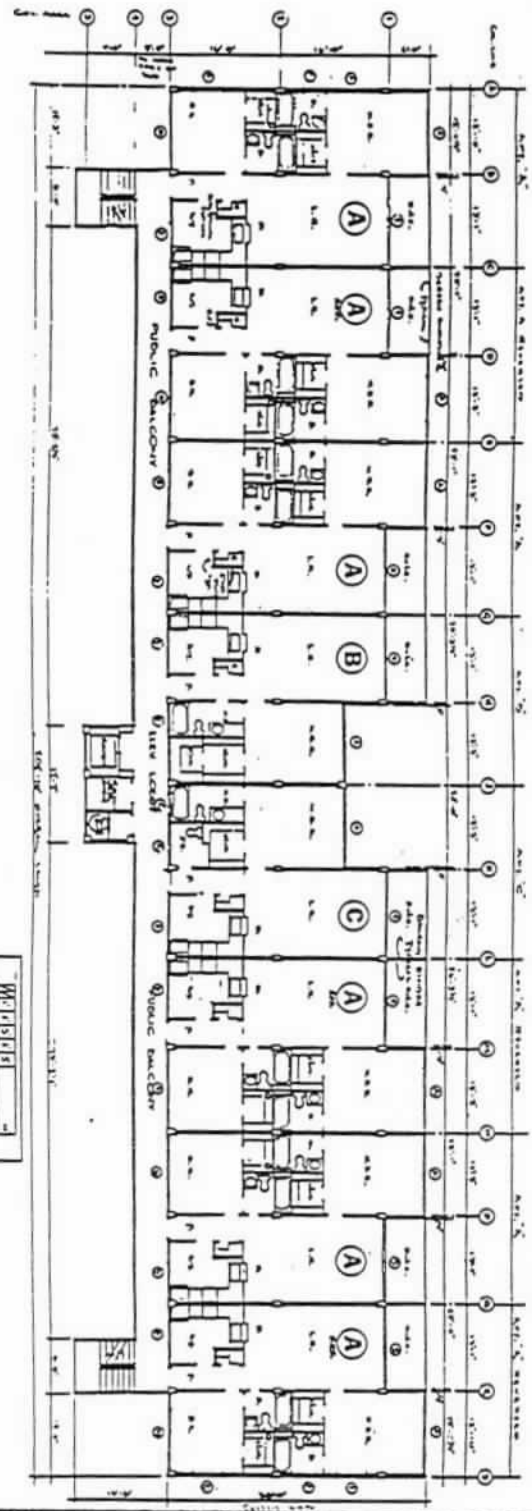


TYPICAL FLOOR PLAN - 32 UNIT BLDG

ADDENDUM

OFF. 5775 PAGE 915

EXHIBIT A PAGE 3



TYPICAL APARTMENT PLANS 1 PERCENTAGE SHARE
OF EACH APARTMENT OF COMMON EXPENSES,
COMMON ELEMENTS, AND COMMON SURPLUS.

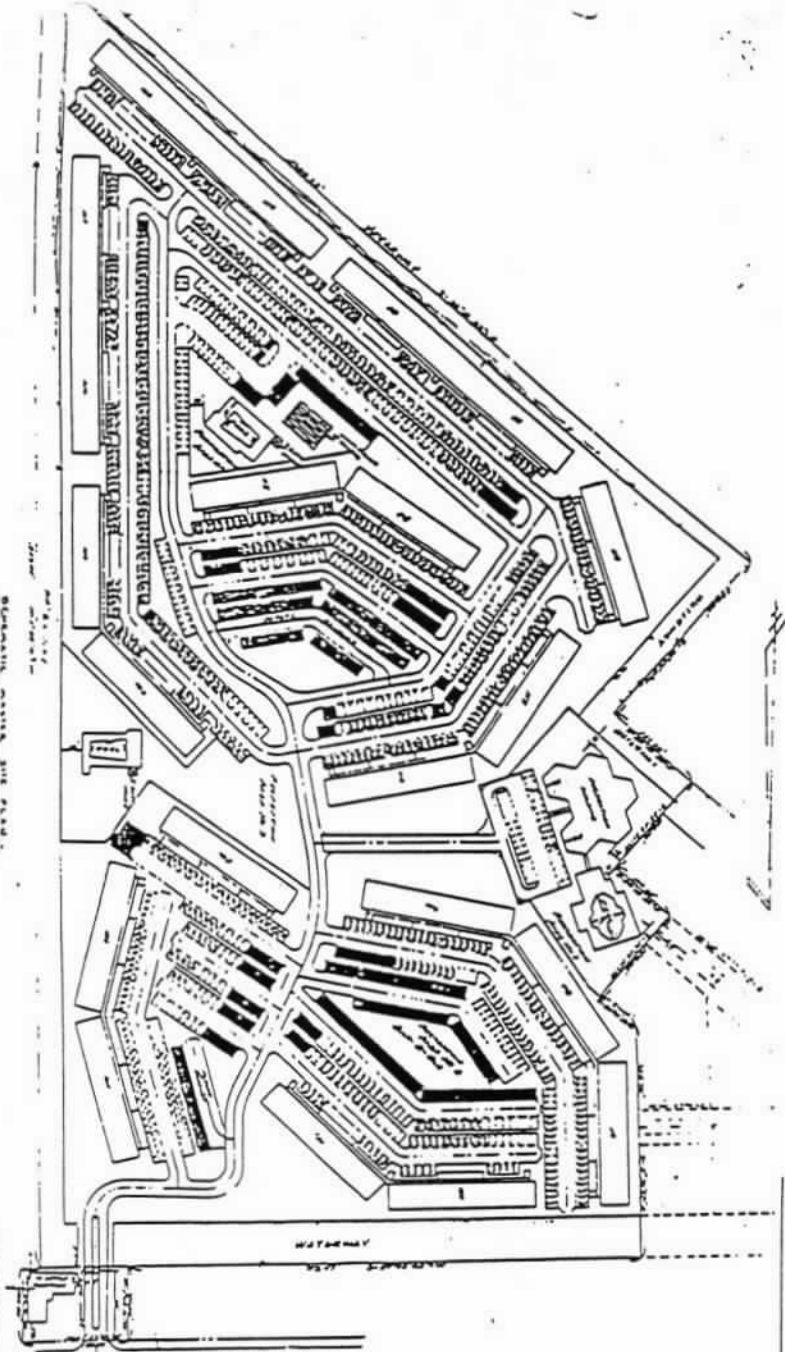
Apartment No.	Percentage Share	Common Elements	Common Surplus
101	1.389%		
102	1.389%		
103	1.389%		
104	1.389%		
105	1.389%		
106	1.389%		
107	1.389%		
108	1.389%		
109	1.389%		
110	1.389%		
111	1.389%		
112	1.389%		
113	1.389%		
114	1.389%		
115	1.389%		
116	1.389%		
117	1.389%		
118	1.389%		
119	1.389%		
120	1.389%		
121	1.389%		
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138	1.389%		
139	1.389%		
140	1.389%		
141	1.389%		
142	1.389%		
143	1.389%		
144	1.389%		
145	1.389%		
146	1.389%		
147	1.389%		
148	1.389%		
149	1.389%		
150	1.389%		
TOTAL	100.000%		



TYPICAL FLOOR PLAN - 72 UNIT BLDG
(Vertical text)

Scale 1/8" = 1'-0"

EXHIBIT A PAGE 4



OFF. 5775 PAGE 917

QUESTION TYPE A - CORRECT; 100% IN 1971, 100% IN 1972, 100% IN 1973.
 CORRECT TYPE B - CORRECT; 100% IN 1971, 100% IN 1972, 100% IN 1973.
 CORRECT TYPE C - CORRECT; 100% IN 1971, 100% IN 1972, 100% IN 1973.
 100% IN 1971, 100% IN 1972, 100% IN 1973.

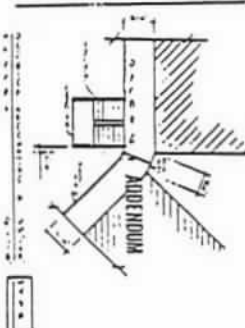
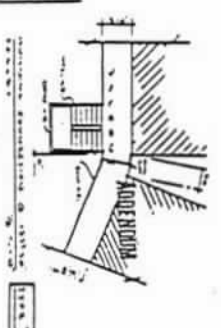
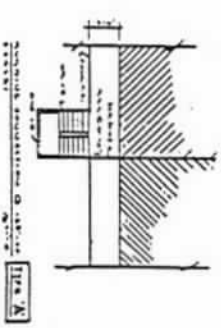
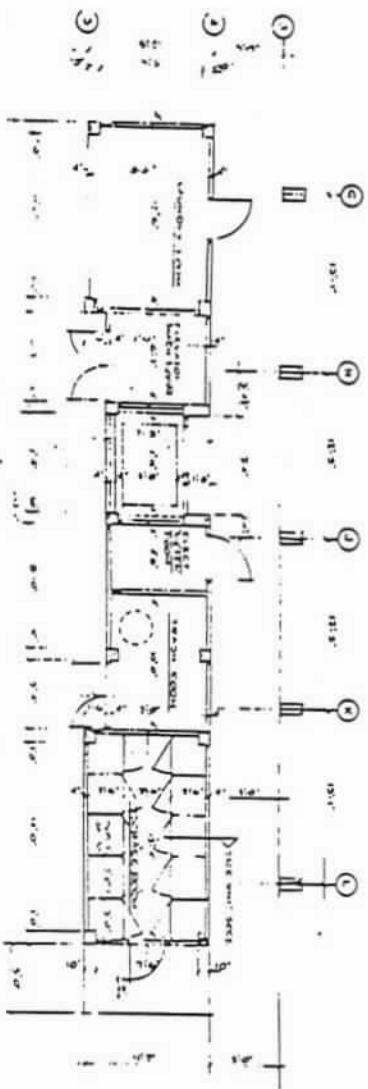
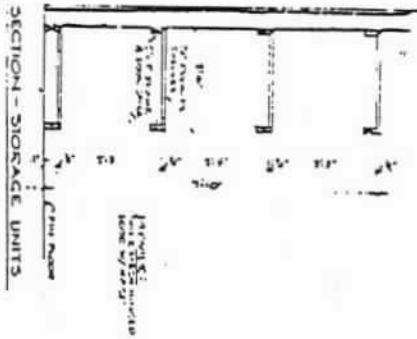


EXHIBIT A PAGE 5

ANNEXED TO AND MADE A PART OF DECLARATION

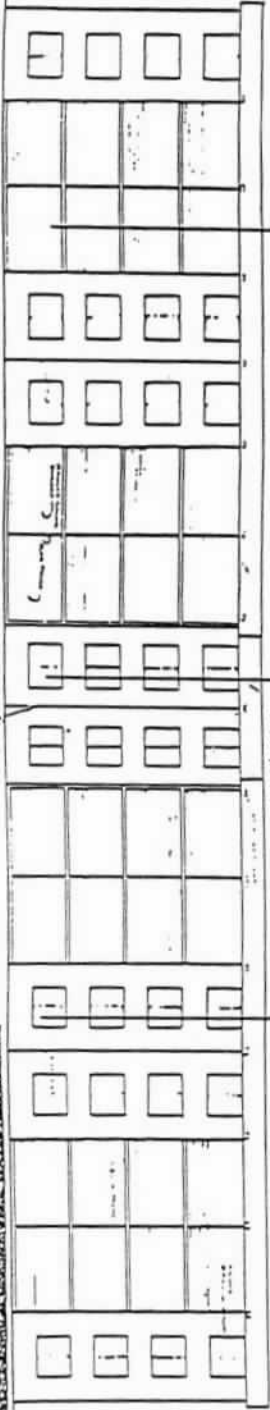


NOTE: ARCHIT. CODE IS IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION'S (NFPA) 909, 1999 EDITION.

EXHIBIT A PAGE 6

RONALD KENT BELK ARCHITECT

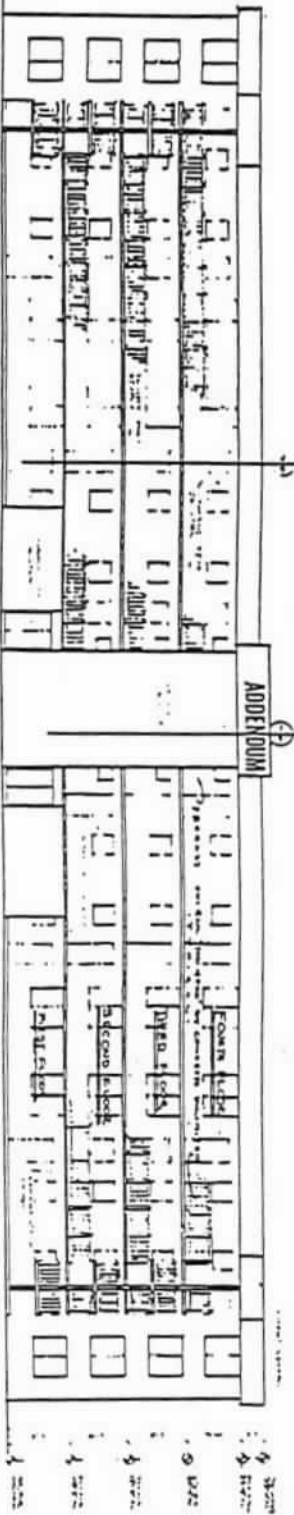
REAR ELEVATION - TYPICAL OF UNIT 212K



ANNEXED TO AND MADE A PART OF DECLARATION

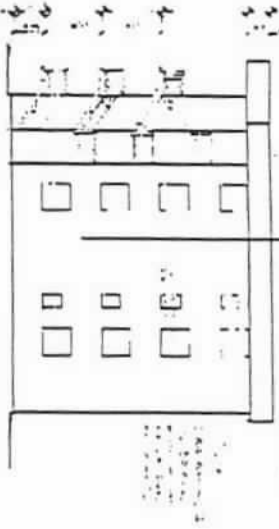
EXHIBIT A PAGE 7

FRONT ELEVATION - TYPICAL OF UNIT 212K



NOTE: APPTS. INDICATED (See Examples) IN THE TOWER & RIGHT TOWER; APPTS. INDICATED IN THE TOWER FLOOR; APPTS. INDICATED IN THE TOWER & RIGHT TOWER. - SEE PAGE 7 FOR APPT. INDICATIONS.

TYPICAL SIDE ELEVATION - TYPICAL OF UNIT 212K



REC: 57775 PAGE 919

EXHIBIT "B"

ARTICLES OF INCORPORATION
of
ROYAL PARK CONDOMINIUM APARTMENTS, INC.

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1961, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be ROYAL PARK CONDOMINIUM APARTMENTS, INC. and the principal office of the corporation shall be 1500 N. W. 38th Street, Oakland Park, Florida 33309. For convenience the corporation shall be referred to as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is as follows:

1. A condominium known as ROYAL PARK is being constructed upon the following lands in Broward County, Florida:

All of Royal Park according to the Plat thereof as recorded in Plat Book 78, Page 33, Public Records of Broward County, Florida, together with Royal Park First Addition, according to the Plat thereof, as recorded in Plat Book 79, Page 21, Public Records of Broward County, Florida.

EXCEPTING THEREFROM that portion of the above described land described as follows:

A portion of the Plat of ROYAL PARK as recorded in Plat Book 78, Page 33, and a portion of ROYAL PARK 1st ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said ROYAL PARK, thence S 02°36'57"E, along the West line of said ROYAL PARK, a distance of 328.78 feet; thence S 50°10'39"E, a distance of 64.48 feet to the Point of Beginning of this description; thence continue S 50°10'39"E, a distance of 20.26 feet; thence S 35°06'57"E, a distance of 139.34 feet; thence N 70°30'43"E, a distance of 13.46 feet; thence S 19°29'17"E,

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a distance of 74.82 feet; thence N. 88°27'53"E, a distance of 247.59 feet; thence S 11°21'39"E, a distance of 24.36 feet; thence S 88°27'53" W, a distance of 243.97 feet; thence S 19°29'17"E, a distance of 70.98 feet; thence S 70°30'43"W, a distance of 36.71 feet; thence S 39°49'21"W, a distance of 131.53 feet; thence N50°10'39"W, a distance of 190.0 feet; thence N 39°49'21"E, a distance of 125.0 feet; thence N 50°10'39"W, a distance of 100.0 feet; thence N 39°49'21"E, a distance of 150.0 feet to the Point of Beginning. Containing 1.443 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East, thence S 01°02'16"E, along the East line of said SW 1/4, a distance of 263.64 feet; thence S 88°57'44"W, a distance of 564.42 feet to the Point of Beginning; thence S 47° 36'57"E, a distance of 207.31 feet; thence N 80°06'57"W, a distance of 56.28 feet; thence N 09°53'03"E, a distance of 18.0 feet; thence N 80° 06'57"W, a distance of 135.0 feet; thence N 35°06'57"W, a distance of 103.59 feet; thence N 87°23'03"E, a distance of 92.08 feet to the Point of Beginning. Containing .285 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, and a portion of ROYAL PARK, 1st ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01°02'16"E, along the East line of said SW 1/4, a distance of 601.63 feet; thence S 88°57'44"W, a distance of 60.0 feet to the Point of Beginning; thence S 01°02'16"E, along a line 60.0 feet West of and parallel with, as measured at right angles to the East line of said SW 1/4; a distance of 278.95 feet; thence N 46° 02'16"W, a distance of 243.21 feet; thence S 43°57'44" W, a distance of 58.0 feet; thence N 46°02'16"W, a distance of 51.54 feet; thence S 43°57'44"W, a distance of 18.0 feet; thence N 46°02'16"W, a distance of 7.0 feet; to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 52.0 feet, an arc distance of 51.08 feet; to the Point of Tangency; thence S 77°40'53"W, a distance of 7.53 feet; thence N 11°21'39"W, a distance of 127.65 feet to the Point of Curvature of a circular curve to the right; thence Northerly along the arc of said curve, having a radius of 232.59 feet, an arc distance of 49.24 feet; thence S 56°54'16"E, a distance of 274.15 feet; thence N 33°05'44"E, a distance of 103.67 feet; thence N 88°57'44"E, a distance of 62.86 feet to the Point of Beginning. Containing 1.090 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK 1st ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the Southwest 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01° 02'16"E, along the East line of said SW 1/4; a distance of 1116.59 feet; thence S 88°57'44"W, a distance of 237.99 feet to the Point of Beginning; thence S 01°02'16"E, along a line 237.99 feet West of and parallel with as measured at right angles to the East line of said Southwest 1/4 a distance of 177.34 feet; thence N 50°10'39"W, a distance of 120.49 feet; thence S 39°49'21"W, a distance of 18.0 feet; thence N 50° 10'39"W, a distance of 18.0 feet; thence S 39°49'21"W, a distance of 50.0 feet; thence N 50°10'39"W, a distance of 136.0 feet; thence N 39°49'21"E, a distance of 10.66 feet; thence N 79°26'08"E, a distance of 248.54 feet to the Point of Beginning. Containing .538 Acres, more or less.

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2. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of 671 apartments within the property, together with certain other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

3. The Association shall make no distribution of income to its members, Governors or officers.

ARTICLE III

POWERS

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

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

- a. To make and collect assessments against members to defray the costs of the condominium
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The reconstruction of improvements after casualty and the further improvements to the property.
- e. To make and amend regulations respecting the use of the property in the condominium.
- f. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments.
- g. To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

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h. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

i. To acquire and enter into agreements whereby it acquires leaseholds, or other possessory or use interests in the lands or recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreational or other use or benefit of the unit owners.

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

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

ARTICLE IV

MEMBERS

The qualifications of members, the manner of their admission and voting by members shall be as follows:

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership. Each apartment shall be entitled to one vote.

2. Membership in the Association shall be established by the recording in the Public Records of Broward County, Florida of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owners designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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

ARTICLE V

1. The affairs of the Association will be managed by a Board of not less than three nor more than nine Governors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three Governors.

2. Governors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By-Laws except that for so long as CROCKER & COMPANY-OAKLAND PARK, INC., a Florida corporation, or its successors, is the owner of ten or more apartments, it shall have the right to elect a majority of the Governors, who need not be residents of the condominium. At a time when the Developer is no longer the owner of ten (10) apartments, those Governors of said Developer shall resign so as to comply with this paragraph and their successors shall be appointed by those remaining governors so as to complete the unexpired terms of those resigning. Governors may be removed and vacancies on the Board of Governors shall be filled in the manner provided in the By-Laws. In no event shall the Developer select a majority of the Board of Governors for a period of longer than three years from the date of Certificate of Occupancy for all improvements constructed by the Developer on the condominium property or three years after sales by the Developer have been closed on seventy-five percent (75%) of the total apartments or three (3) months after sales have been closed by the Developer on six hundred fifty-one (651) apartments whichever event shall first occur. In any event, when sales by the Developer have been closed on fifteen percent (15%) of the total apartments, the unit owners shall be entitled to elect not less than one third (1/3) of the members of the Board of Governors.

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

<u>NAME</u>	<u>ADDRESS</u>
William J. Crocker	26 S. E. 4th Street, Boca Raton, Florida
John O. Kirby	26 S. E. 4th Street, Boca Raton, Florida
John C. Kersten	2851 East Oakland Park Blvd., Ft. Lauderdale, Fla.

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ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Governors at its first meeting following the Annual Meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Governors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Governors are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
William J. Crocker	26 S.E. 4th Street Boca Raton, Florida	President
John C. Kersten	2851 E. Oakland Pk. Blvd. Fort Lauderdale, Florida	Vice President
John O. Kirby	26 S.E. 4th Street Boca Raton, Florida	Secretary

ARTICLE VII

INDEMNIFICATION

Every Governor 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 governor or officer of the Association or any settlement thereof, whether or not he is a governor or officer at the time such expenses are incurred, except in such cases wherein the governor or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Governors has approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such governor or officer may be entitled.

ARTICLE VIII

BY-LAWS

The By-Laws of the Association shall be adopted by the

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Board of Governors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX
AMENDMENTS

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than seventy-five (75%) percent of all of the Governors and by not less than seventy-five (75%) percent of all of the members of the Association. Governors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting and said amendment shall be effective when recorded in the Public Records of Broward County, Florida.

ARTICLE X
TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner in accordance with the Declaration. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the Condominium Documents.

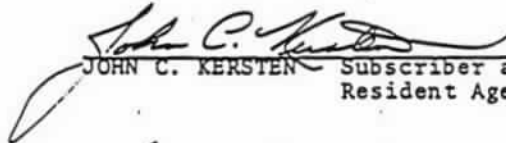
ARTICLE XI
SUBSCRIBERS

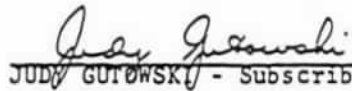
The names and residences of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JOHN C. KERSTEN	2851 East Oakland Pk. Blvd., Ft. Lauderdale, Fla.
JUDY GUTOWSKI	2851 East Oakland Pk. Blvd., Ft. Lauderdale, Fla.
SUSAN PARRISH	2851 East Oakland Pk. Blvd., Ft. Lauderdale, Fla.

JOHN C. KERSTEN is hereby designated as resident agent for purposes of accepting service of process for the above corporation at the place designated in this certificate and agrees to act in this capacity and agrees to comply with the provisions of said Act to keep open said office.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 23rd day of May, 1974.


JOHN C. KERSTEN - Subscriber and Resident Agent

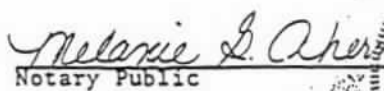

JUDY GUTOWSKI - Subscriber


SUSAN PARRISH - Subscriber

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared JOHN C. KERSTEN, JUDY GUTOWSKI and SUSAN PARRISH, who, after being duly sworn by me on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

SWORN TO and SUBSCRIBED before me at Fort Lauderdale, in the County and State last aforesaid, this 23rd day of May, 1974.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 12, 1974
Printed by American Ink & Supply Co.



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EXHIBIT "C"

BY-LAWS

OF

ROYAL PARK CONDOMINIUM APARTMENTS, INC.,

a condominium corporation not for profit under the laws of Florida.

I. IDENTITY

These are the By-Laws of ROYAL PARK CONDOMINIUM APARTMENTS, INC., a condominium corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida on _____, 197, and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as ROYAL PARK. The Association has been organized for the purposes of administering a condominium upon the following lands in Broward County, Florida:

All of Royal Park according to the Plat thereof as recorded in Plat Book 78, Page 33, Public Records of Broward County, Florida, together with Royal Park First Addition, according to the Plat thereof, as recorded in Plat Book 79, Page 21, Public Records of Broward County, Florida.

EXCEPTING THEREFROM that portion of the above described land described as follows:

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1. The office of the Association shall be at 1500 N. W. 38th Street, Oakland Park, Florida, 33309.

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

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

II. MEMBERS

1. The annual members' meeting shall be held at the office of the corporation at 1500 N. W. 38th Street, Oakland Park, Florida, 33309, on the first Monday in February of each year, for the purpose of electing governors and of transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Governors and must be called by such officer upon receipt of a written request from one-third of the entire membership.

3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute a presence of such member for the purpose of determining a quorum.

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5. Each apartment shall be entitled to one (1) vote. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes.

6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

7. Vote to Transact Business. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which express provisions of the statutes, the Declaration of Condominium, or of the by-laws, a different vote is required, in which case such express provision shall govern and control the decisions of such question.

8. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

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

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

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- a. Election of Chairman of the meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Report of Officers.
- f. Reports of Committees.
- g. Election of Governors.
- h. Unfinished Business.
- i. New Business
- j. Adjournment.

III. GOVERNORS

1. The Board of Governors shall consist of not less than three persons nor more than nine as is determined from time to time by the members. Each member of the Board of Governors shall be either the owner of an apartment, have an interest therein or in the event of a corporate ownership, any officer or designated agent thereof.

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

(a) Members of the Board of Governors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(b) Vacancies in the Board of Governors may be filled until the date of the next annual meeting by the remaining Governors.

(c) For so long as the Developer owns five (5) or more Apartments, a majority of the Board of Governors of the Association shall be elected by the Developer, and such members as may be elected by the Developer need not be residents of the Building, but in no event shall the Developer elect a majority of the Board of Governors for a period of longer than three years from date of issuance of the Certificate of Occupancy for all improvements constructed on the condominium property, or three years after sales by the Developer have been closed on seventy-five percent (75%) of the total apartments or three (3) months after sales have been closed by the Developer on six hundred fifty-one (651) apartments whichever event shall first occur. In any event, when sales by the Developer have been closed on fifteen percent (15%) of the total apartments, the unit owners shall be entitled to elect not less than one third (1/3) of the members of the Board of Governors.

3. The term of each Governor's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. The organizational meeting of a newly elected Board of Governors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Governors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

5. Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of the Governors. Notice of regular meetings shall be given to each Governor, personally or by mail, telephone or telegraph at least three days prior to the date named for such meeting unless such notice is waived.

6. Special meetings of the Governors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Waiver of Notice. Any Governor may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at Governors' meetings shall consist of the Governors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Governor in the action of a meeting by signing a concurring in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such Governor for the purpose of determining a quorum.

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9. The presiding officer of Governors' meetings shall be the chairman of the Board. If such has not been elected, then the President shall preside. In the absence of the presiding officer, the Governors present shall designate one of their number to preside.

10. Governors' fees, if any, shall be determined by the members.

11. A Governor may be removed for cause or for the failure to be either the owner of an Apartment, have an interest therein or in the event of corporate ownership to be an officer or designated agent thereof. The removal of a Governor pursuant to this paragraph shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose.

IV. POWERS AND DUTIES OF THE BOARD OF GOVERNORS.

All of the powers and duties of the Association shall be exercised by the Board of Governors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the Condominium. Such powers and duties of the Governors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction or improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the property in the condominium.
6. To approve or disapprove proposed occupants, purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.

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7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment owner subject to such liens.

10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities, including such insurance as is required by the lease of the recreational facilities.

11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. OFFICERS

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

2. The President shall be the chief executive of the Association. He shall have all of the powers and duties which are

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usually vested in the office of a president of an Association, including but not limited to the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

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

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the Governors. This provision shall not preclude the Board of Governors from employing a Governor as an employee of the Association nor preclude the contracting with a Governor for the management of the condominium.

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VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owners or owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget.

(a) The Board of Governors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and the income of the Association, including but not limited to the following items:

(1) Common Expense Budget

- (i) Maintenance and operation of Common Elements; Landscaping, office and shop, street and walkways, swimming pool, guest rooms, and maid rooms.
- (ii) Utilities.
- (iii) Liability Insurance.
- (iv) Casualty Insurance.
- (v) Administration.

(2) Proposed assessments against each member.

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.

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3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Governors 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 Governors.

4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. Fidelity bonds may be required by the Board of Governors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Governors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

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

VIII. AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

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

2. A resolution adopting a proposed amendment must receive approval of not less than two-thirds of the votes of the entire membership of the Board of Governors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Governors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.

3. Initiation. An amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.

4. Effective Date. An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.

5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium. The foregoing were adopted as the By-Laws of ROYAL PARK CONDOMINIUM APARTMENTS, INC., a condominium corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Governors on the ____ day of _____, 197 .

SECRETARY

APPROVED:

PRESIDENT

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EXHIBIT "D"

LEASE

THIS LEASE made and entered into at Fort Lauderdale
Broward County, Florida,
this 23rd day of May, 1974, by and
between WILLIAM J. CROCKER, Individually and as Trustee under the
Will of MARY V. CROCKER, Deceased, For the Benefit of Mary F.
McGlynn and Wilma F. LaSalle,
hereinafter referred to as "Lessor" and ROYAL PARK CONDOMINIUM
APARTMENTS, INC., an incorporated association existing under and by
virtue of the Condominium Act of the State of Florida, Chapter 711,
1971, and established in accordance with the Declaration of Condo-
minium recorded in O. R. Book 5775, at Page 866,
Broward County Public Records, hereinafter referred to as "Lessee."

W I T N E S S E T H:

I.

DEMISE

Lessor for and in consideration of the payment of rent
and the prompt performance continuously of the covenants and agree-
ments by Lessee, as hereinafter set forth, does hereby demise, let
and lease the following described property and appurtenances, situate,
lying and being in Broward County, Florida, to-wit:

All of Royal Park according to the Plat thereof as recorded
in Plat Book 78, Page 33, Public Records of Broward County,
Florida, together with Royal Park First Addition, according
to the Plat thereof, as recorded in Plat Book 79, Page 21,
Public Records of Broward County, Florida.

EXCEPTING THEREFROM that portion of the above described
land described as follows:

A portion of the Plat of ROYAL PARK as recorded in Plat Book
78, Page 33, and a portion of ROYAL PARK 1st ADDITION, as
recorded in Plat Book 79, Page 21, of the Public Records of
Broward County, Florida, being more particularly described
as follows:

Commence at the Northwest corner of said ROYAL PARK; thence
S 02°36'57"E, along the West line of said ROYAL PARK, a
distance of 328.78 feet; thence S 50°10'39"E, a distance
of 64.48 feet to the Point of Beginning of this description;
thence continue S 50°10'39"E, a distance of 20.26 feet;
thence S 35°06'57"E, a distance of 139.34 feet; thence
N 70°30'43"E, a distance of 13.46 feet; thence S 19°29'17"E,
a distance of 74.82 feet; thence N. 88°27'53"E, a distance
of 247.59 feet; thence S 11°21'39"E, a distance of 24.36
feet; thence S 88°27'53" W, a distance of 243.97 feet;

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thence S 19°29'17"E, a distance of 70.98 feet; thence S 70°30'43"W, a distance of 36.71 feet; thence S 39°49'21"W, a distance of 131.53 feet; thence N50°10'39"W, a distance of 190.0 feet; thence N 39°49'21"E, a distance of 125.0 feet; thence N 50°10'39"W, a distance of 100.0 feet; thence N 39°49'21"E, a distance of 150.0 feet to the Point of Beginning. Containing 1.443 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East, thence S 01°02'16"E, along the East line of said SW 1/4, a distance of 263.64 feet; thence S 88°57'44"W, a distance of 564.42 feet to the Point of Beginning; thence S 47° 36'57"E, a distance of 207.31 feet; thence N 80°06'57"W, a distance of 56.28 feet; thence N 09°53'03"E, a distance of 18.0 feet; thence N 80° 06'57"W, a distance of 135.0 feet; thence N 35°06'57"W, a distance of 103.59 feet; thence N 87°23'03"E, a distance of 92.08 feet to the Point of Beginning. Containing .285 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK, as recorded in Plat Book 78, Page 33, and a portion of ROYAL PARK, 1st ADDITION, as recorded in Plat Book 79, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the SW 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01°02'16"E, along the East line of said SW 1/4, a distance of 601.63 feet; thence S 88°57'44"W, a distance of 60.0 feet to the Point of Beginning; thence S 01°02'16"E, along a line 60.0 feet West of and parallel with, as measured at right angles to the East line of said SW 1/4; a distance of 278.95 feet; thence N 46° 02'16"W, a distance of 243.21 feet; thence S 43°57'44" W, a distance of 58.0 feet; thence N 46°02'16"W, a distance of 51.54 feet; thence S 43°57'44"W, a distance of 18.0 feet; thence N 46°02'16"W, a distance of 7.0 feet; to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 52.0 feet, an arc distance of 51.08 feet; to the Point of Tangency; thence S 77°40'53"W, a distance of 7.53 feet; thence N 11°21'39"W, a distance of 127.65 feet to the Point of Curvature of a circular curve to the right; thence Northerly along the arc of said curve, having a radius of 232.59 feet, an arc distance of 49.24 feet; thence S 56°54'16"E, a distance of 274.15 feet; thence N 33°05'44"E, a distance of 103.67 feet; thence N 88°57'44"E, a distance of 62.86 feet to the Point of Beginning. Containing 1.090 Acres, more or less; and also less

A portion of the Plat of ROYAL PARK 1st ADDITION, as recorded in Plat Book 79, Page 21; of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Northeast corner of the Southwest 1/4 of Section 21, Township 49 South, Range 42 East; thence S 01° 02'16"E, along the East line of said SW 1/4; a distance of 1116.59 feet; thence S 88°57'44"W, a distance of 237.99 feet to the Point of Beginning; thence S 01°02'16"E, along a line 237.99 feet West of and parallel with as measured at right angles to the East line of said Southwest 1/4 a distance of 177.34 feet; thence N 50°10'39"W, a distance of 120.49 feet; thence S 39°49'21"W, a distance of 18.0 feet; thence N 50° 10'39"W, a distance of 18.0 feet; thence S 39°49'21"W, a distance of 50.0 feet; thence N 50°10'39"W, a distance of 136.0 feet; thence N 39°49'21"E, a distance of 10.66 feet; thence N 79°26'08"E, a distance of 248.54 feet to the Point of Beginning. Containing .538 Acres, more or less.

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Said lands situate, lying and being in the City of Oakland Park, Broward County, and containing 3.356 Acres more or less.

II.

TERM

The term and duration of this lease shall be for a period of Ninety-Nine (99) years, commencing at the date of execution of this lease and continuing to and including the 22nd day of May, 2073, unless this lease be sooner terminated in accordance with its terms.

III.

RENT

The Lessee hereunder, being a non-profit corporation existing under the laws of the State of Florida, was organized for the purpose of managing and governing ROYAL PARK, a condominium which presently consists of six hundred seventy one (671) units. The amount of annual rent reserved unto Lessor hereunder to be paid by Lessee shall therefore be determined by multiplying the number of units as may have been submitted to condominium status from time to time in ROYAL PARK, a condominium, by the amount of rent due for each unit in said Condominium as hereinafter described.

The total required annual rental, subject to adjustment as hereinafter provided, shall be computed in the following manner:

For each apartment

\$ 29.00 per month

On the 1st day of June, 19 79 and on the 1st day of June of each fifth year thereafter, the annual rental for each unit shall be adjusted so that it shall be such sum of money as is equivalent to the purchasing power of the rent herein required for the months of April and May, 19 74, such purchasing power to be measured by the average of the index number of retail commodity prices for the months of March, April, and May, 1974, which shall be the base index number.

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he index numbers to be employed are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX - U.S. CITY AVERAGE, ALL ITEMS" (1967 = 100) prepared by the Bureau of Labor Statistics of the U. S. Department of Labor. Any publication by either the U. S. Department of Labor or the U. S. Department of Commerce in which such index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this lease without further proof of authenticity. In the event the U. S. Department of Labor ceases to prepare and to publish such retail commodity index numbers, the adjustment of rent thereafter shall be according to the most closely comparable commodity indexes determined by agreement of Lessee and Lessor; and in the absence of agreement, then as determined by arbitration in accordance with the existing rules of the American Arbitration Association in which three arbitrators shall hear the cause. In the event of any delay in establishing an adjustment of rental, the Lessee shall continue paying the rental under the last preceding rental adjustment until such time as the required adjustment is determined, at which time an accounting will be made retroactive to the beginning of the adjustment period in question. Provided, however, that said rent attributed to each apartment shall never be reduced below the following amounts:

For each apartment:

\$ 29.00 per month

Lessee shall pay to Lessor the annual rental in four (4) equal quarterly installments on the first day of January, the first day of April, the first day of July and the first day of October of each year. Each of said installments shall be payable in advance.

The rental due Lessor from date hereof to the 1st day of July, 19 74, shall be paid in advance and the term for purposes of computing said rental shall commence on the first day of the month following the recording of this Lease.

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IV.

TAXES

Lessee agrees that as part of the consideration of this lease, it will pay all real estate taxes and assessments levied upon the land and improvements of the above-described premises during the term of this Lease, together with any tax or assessment levied, assessed or imposed at any time by any governmental authority in connection with the receipt of income or rents from said land and/or building, and in the event that Lessee shall fail to pay and cause discharge of the same when due, the Lessors may pay the same and such amounts paid, including any penalties or interest shall be added to the rental due hereunder and payable by Lessee on the next rental due.

In case the Lessee shall fail, refuse or neglect to pay such taxes, then the Lessor may at its option pay the same and the amount so paid including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest at the rate of ten (10%) percent shall be repaid by the Lessee to the Lessor on the demand of the Lessor; and the payment whereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease, but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Lessee.

V.

INSURANCE

Lessee shall, during the entire term hereof, cause to be kept in full force and effect a policy of public liability insurance covering the leased premises and the recreational activities conducted on the premises by the Lessee in which both Lessors and Lessees shall be named as parties covered thereby, and in which the limits of liability shall not be less than \$1,000,000.00 for one person and \$3,000,000.00 for more than one person in any single incident. Lessee shall cause to

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be furnished to Lessor a certificate of insurance, or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by Lessee within ten (10) days prior to the due date of same. Lessee agrees to cause to be placed and maintained, for the benefit of the Lessor, fire, casualty and comprehensive insurance covering the leased premises in amounts to assure replacement of the buildings and other improvements on the leased premises at a construction cost of not less than full insurable value.

In case the Lessee shall fail, refuse or neglect to pay for such insurance, then the Lessor may at its option pay the same and the amount so paid including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest at the rate of ten (10%) per cent shall be repaid by the Lessee to the Lessor upon demand of the Lessor; and the payment whereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease, but the election of the Lessor to pay such insurance shall not waive the default thus committed by the Lessee.

VI.

MAINTENANCE

Lessee acknowledges that Lessor has no obligation to provide utility services or to maintain the premises, improvements and chattels thereon. Lessee shall maintain the premises, improvements and chattels in good state of repair and in first class condition any and all buildings constructed and all furnishings brought or placed upon the demised premises by the Lessor; nor will the Lessee suffer to permit any strip, waste or neglect of any building or personal property to be committed; and the Lessee will repair, replace and renovate the same real and personal property as often as it may be necessary in order to keep the building or buildings

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and the personal property which is subject to the Lessor's lien in first class repair and condition.

In case the Lessee shall fail, refuse or neglect to so maintain, then the Lessor may at its option pay the same and the amount so paid including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest at the rate of ten (10%) per cent shall be repaid by the Lessee to the Lessor upon the demand of the Lessor; and the payment whereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease, but the election of the Lessor to so maintain shall not waive the default thus committed by the Lessee.

VII.

USE

During the continuance of this Lease the property and improvements thereunder may be used and occupied only for recreational purposes by members of the Lessee, their families and guests. Lessee shall not permit any acts or allow any practices which may injure the improvements or may prevent the quiet and undisturbed use of the property and improvements.

VIII.

LEASE SURVIVES DESTRUCTION OF IMPROVEMENTS AND/OR
TERMINATION OF CONDOMINIUM

The parties agree and covenant that damage to or destruction of any building or improvement on the demised premises, at any time, by fire or other casualty whatsoever, and/or the termination of the condominium established by the recording of the Declaration of Condominium, recorded in O. R. Book 5775, Page 866, Broward County, Public Records, shall not work a termination of this Lease, or authorize the Lessee to quit or surrender possession of said premises and shall not release the Lessee in any way for its liability to pay rent or from any of the covenants or conditions of this Lease.

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IX.

DEMOLITION CLAUSE

Although it is the Lessee's duty under the terms hereof to keep and maintain any buildings and improvements on the demised premises in good repair, this shall not be construed as empowering the Lessee to tear down and destroy any building or buildings hereafter on the demised premises or any substantial part thereof or to cause any item or major repair and reconstruction to be made, unless and until the Lessee causes plans for the new building or the new construction to be prepared in full accordance with all applicable laws, building codes, zoning ordinances, statutes and regulations, and delivers the plans to the Lessor and obtains Lessor's written approval at least thirty (30) days before the work proposed to be done pursuant thereto is actually commenced.

All buildings and other improvements erected or placed on the premises, whether constructed by Lessor or Lessee, shall remain thereon and shall be and become the property of the Lessors at the expiration or termination of this Lease.

X.

CONDEMNATION CLAUSE

It is understood and agreed that if, at any time during the continuance of this Lease the legal title to the demised premises or the improvements or buildings or building located thereon or any portion thereof to be taken or appropriated or condemned by reason of eminent domain, then and in that event, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, annual abatement of rent or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings be submitted to arbitration in accordance with the Florida Arbitration Code.

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X.

LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIEN

All persons to whom these presents may come are put upon notice of the fact that the Lessee shall never, under any circumstances, have the power to subject the interest of the Lessor in the premises to any mechanics' or materialmen' s lien or liens of any kind except as otherwise provided.

XI.

INDEMNIFICATION

Lessee covenants and agrees with Lessor that during the entire term of this Lease the Lessee will indemnify and save harmless the Lessor against any and all claims, debts, demands or obligations which may be made against the Lessor or against the Lessor's title in the premises, arising by reason of or in connection with the making of this Lease and the ownership by the Lessee of the interest created in the Lessee hereby.

XII.

COST OF LITIGATION

Lessee covenants and agrees that in case the Lessor shall be made a party to any litigation either by or against the Lessee, with reference to leasehold estate created hereby, then the Lessee shall and will save the Lessor harmless for costs, expenses, judgments and reasonable attorney's fees incurred or imposed upon the Lessor in connection with such litigation.

XIII.

DEFAULT CLAUSE

A) It is further covenanted and agreed by and between the parties hereto that, in case at any time default shall be made by the Lessee in the payment of any of the rent herein provided for upon the same becoming due and payable, or in the case of default in relation to liens, as hereinabove provided for, or in case of the sale or forfeiture of said demised premises or any part thereof, during the said demised term for non-payment of any

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tax or assessment, or in case the Lessee shall fail to keep insured any building or improvements which may at any time hereafter be upon the said premises, as herein provided for, or if the Lessee shall fail to perform any of the covenants of this Lease by it to be kept and performed, then, in any of such events, it shall and may be lawful for the Lessor, at its election, to declare said demised term ended and to re-enter forthwith upon said premises and the building and improvements situated thereon or any part thereof, either with or without process of law, the said Lessee hereby waiving any demand for possession of said premises and any and all buildings and improvements then situated thereon.

Or the Lessor may have such other remedies as the law and this instrument afford; and the Lessee covenants and agrees that upon the termination of said demised term, at such election of the said Lessor, as hereinabove provided, or in any other way, the Lessee will surrender and deliver up the premises and property (real and personal) peaceably to the Lessor, its agents or attorneys, immediately upon the termination of the said demised term.

B) Nothing herein contained shall be construed as authorizing the Lessor to declare this Lease in default however, where the default consists in the non-payment of rent or taxes, until such non-payment shall, in violation of the terms of this Lease, have continued for twenty (20) days after written notice of such default shall have been given by the Lessor to the Lessee, and where the alleged default consists of some violation other than the foregoing, the Lessor may not declare this Lease in default until such violation shall have continued for thirty (30) days after the Lessor shall have given the Lessee written notice of such violation and Lessee shall not have undertaken during said thirty-day-notice period to cure said violation by vigorous and affirmative action; provided, however, that nothing herein contained shall be construed as precluding the Lessor from having such

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remedy as may be and become necessary in order to preserve the Lessor's right and the interest of the Lessor in the premises and in this Lease even before the expiration of the grace or notice periods, provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the Lessor in this Lease and in the demised premises.

C) All default and grace periods shall be deemed to run concurrently and not consecutively.

D) It is further covenanted and agreed by and between the parties hereto that the right given to the Lessor in this Lease to collect the rent that may be due under the terms of this Lease by any proceedings under the same or the right given to the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of such Lessor to declare this Lease void and the term created hereby ended, as herein provided, when default is made in the payment of said rent, or when default is made by the Lessee in any of the terms and provisions of this Lease.

E) If, at any time, by reason of the failure of the Lessee to keep and perform any covenant or agreement which, under the terms of this Lease, the Lessee is bound and obligated to keep and perform, it becomes necessary for the Lessor to employ an attorney at law to protect the rights and interests of the Lessor in the property demised or to enforce the Lease or proceed under it in any particular, then in any of such events, the Lessee will owe and pay unto the Lessor all costs of court and reasonable attorney's fees incurred or expended by the Lessor in taking such actions.

F) It is further covenanted and agreed that if the Lessee defaults in the payment of any of the sums required to be paid by the Lessee as provided for in this Lease (including but not limited to rent, taxes, insurance premiums and assessments) then the Lessee may cure said default at any time prior to a decree of court cancelling the said Lease or a decree and/or judgment of eviction, by

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payment unto the Lessor of the same due and owing Lessor and/or paid by the Lessor in behalf of Lessee together with interest thereon at the rate of ten (10%) per cent per annum from the date such payment was due, as well as payment to Lessor of any and all costs expended by the Lessor, including therein payment to the attorney of Lessor of a reasonable attorney's fee.

XIV.

REMEDIES CUMULATIVE

It is agreed that the various rights and remedies herein contained and reserved to the Lessor shall not be considered as exclusive of any other right or remedy but the same shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute; further, every power or remedy reserved by this indenture to the Lessor may be exercised from time to time and as often as occasion may arise or as it may deem expedient. No delay or omission of the Lessor to exercise any right or power arising from any omission, neglect or default of the Lessee shall impair any such right or power or shall be construed as a waiver of any such default or an acquiescence herein. No waiver of the breach of any of the covenants in this indenture shall be construed or held to be a waiver of any other breach or waiver or acquiescence in or consent to any further or succeeding breach of the same covenant. In case the Lessor shall have proceeded to enforce any right under this indenture by entry, suit or otherwise, and such proceeding shall have been discounted or abandoned because of a waiver, settlement or for any other reason, or shall have been determined adversely to the Lessor, then in every such case the Lessor shall be restored to his former condition and rights hereunder in respect to said demised premises and all rights, remedies and powers of the Lessor shall continue as though no such course had been taken.

It is agreed that neither the rights herein reserved,

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REC.

nor those available to the Lessor under the law to receive, sue for or recover any rent or rents, money or payments, or to enforce any of the terms, provisions, conditions or covenants in this indenture, or to prevent the breach of non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder, otherwise granted, or arising, shall in any way affect, impair or control the right or power of the Lessor to declare the term hereby granted ended, and to terminate this indenture because of any default or breach on the part of the Lessee.

XV.

MORTGAGING AND SUBLEASING OF LESSEE'S INTEREST

Lessee shall not have the right to assign this Lease or sublet any part or parts of the leased premises without written consent of the Lessor. In the event such consent shall have been obtained, however, no assignment of this Lease or sublease shall operate to relieve Lessee from liability for the payment or performance of the terms or conditions of this Lease without the express written release evidence by an instrument in writing executed by Lessor. Lessee shall have the right to mortgage its leasehold interest. Any mortgage, however, executed by Lessee shall in no way affect Lessor's interest in and to said property.

XVI.

APARTMENT DEFINED

The term "apartment" as used herein shall mean "unit" as defined in the Condominium Act, the same being Chapter 711, Florida Statutes, 1971.

XVII.

COVENANT BY LESSEE RE: RENTS, ETC.

The Lessee, in the administration and operation of ROYAL PARK, a condominium, as aforementioned, hereby agrees with Lessor that during the term of this lease it will include in the budget of ROYAL PARK, a condominium, each year an allocation

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REC. 5775 PAGE 954

to cover rent due hereunder and the cost of insurance, taxes, and other expenses which the Lessee has obligated itself to pay under this lease and such expenses shall therefore be included in the annual assessment levied by Lessee against the owner of or owners of apartments in the condominium.

XVIII.

LESSOR'S LIEN ON CONDOMINIUM PARCELS

In order to secure to Lessor all payments required to be made by Lessee hereunder to Lessor, the Lessor shall have a lien on any condominium parcel as the same is defined by Chapter 711, Florida Statutes, 1971, in ROYAL PARK, a condominium, for any portion of an assessment made by the Lessee against said condominium parcel, for the payment of rent and taxes and other charges on the leasehold property, which shall not have been paid by the owner of said condominium parcel. The lien hereby provided shall also secure a reasonable attorney's fee incurred by the Lessor incident to the collection of said unpaid portion or enforcement of such lien. Said lien shall become effective from and after the time of recording of a claim of lien in the Public Records of Broward County, Florida. Said claim must describe the condominium parcel, the name of the owner thereof and the amount due and date when due. The lien shall be effective until all sums secured by it have been paid in full. Said claim of lien shall include only the unpaid portion of assessments which are due and payable to Lessee which have been assessed for the benefit of Lessor when the claim of lien is filed. Upon payment in full of a claim of lien, Lessee and the owner of the condominium parcel shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or any other lien recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage or lien shall accept and record a deed in lieu of foreclosure, or obtain a certificate of title as a result of foreclosure, the recording of said deed in

OFF. REC. 5775 PAGE 653

lieu of foreclosure or certificate of title shall operate to release a subordinate claim of lien as provided hereunder. Any of the liens provided hereunder may be foreclosed by suit brought in the name of the Lessor in a like manner as a foreclosure of a mortgage on real property. The said Lessor, however, shall not be entitled to any deficiency decree against the owner of any condominium parcel. In any foreclosure, the owner of a condominium parcel shall be required to pay a reasonable rental for the use thereof and the Lessor shall be entitled to the appointment of a receiver to collect the same. Lessor shall have the right to maintain a suit to recover a money judgment against delinquent owners of condominium parcels for the unpaid portion of assessments without waiving the lien securing any unpaid assessments.

XIX.

COVENANT FOR BENEFIT OF DEVELOPER

The Lessor and Lessee hereby covenant and agree that no rent as provided under Paragraph III. above shall be due or paid to Lessor or assessed or collected by Lessee from CROCKER & COMPANY - OAKLAND PARK, INC. for any apartments owned by CROCKER & COMPANY - OAKLAND PARK, INC. in ROYAL PARK, a condominium. The covenant shall not relieve the said Lessee from assessing or CROCKER & COMPANY - OAKLAND PARK, INC. from paying a share of the taxes and other charges which are the responsibility of the Lessee under this Lease and which are to be assessed by it against each apartment in the condominium in accordance with the terms of the Declaration of Condominium.

XX.

COVENANTS TO RUN WITH LAND

All covenants, conditions, provisions and agreements contained in this Lease are to run with the land and shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and the Lessee, its successors and assigns, and all persons claiming by, through or under the Lessor and the Lessee.

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PAGE 956

XXI.

PREFERRED LENDER DEFINED

Preferred lenders as the term is used herein shall mean any bank or savings and loan association chartered under the laws of the United States of America or under the laws of the State of Florida and any insurance company.

XXII.

COMPLIANCE WITH THE LAW

That the Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all Departments and Bureaus applicable to said premises for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during said term.

XXIII.

TIME OF THE ESSENCE

It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

XXIV.

LEASE OPTION TO PURCHASE PROVISION

Providing that Lessee is in no way in default, breach or delinquent in any of the terms and covenants of this Lease, then Lessee hereunder shall have the option to purchase the land hereinabove described as the subject of this Lease. Said option to purchase is therefore, specifically given by the Lessor and accepted by the Lessee as part of the consideration exchanged by and between the parties as one of the inducements for entering into this Lease agreement, such option being more specifically set forth as follows:

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REC. 5775

A) This option may be exercised by the Lessee at any time after the expiration of not less than ten (10) years of the term of this Lease at the price of twelve (12) times the annual total rental of the year preceding the exercise of such option.

B) Lessee must notify Lessor by registered letter, mailed within the aforesaid option-to-exercise period, of Lessee's intention to exercise said option, and must, with said written notice, include a certified check or its equivalent in an amount not less than ten percent (10%) of the purchase price as set out above, and Lessee shall within thirty (30) days thereafter, time being of the essence, pay Lessor the balance of the purchase price by Certified check, at which time Lessor shall convey said property to Lessee by general Warranty Deed, and only then at such time shall this Lease be terminated, otherwise to remain in full force and effect. Lessor shall be obligated to convey good and marketable title at time of closing and shall execute a general Warranty Deed to Lessee or his designee or assignee at time of closing.

XXV.

NOTICE

It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor to comply with the terms of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto

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executed this instrument for the purposes therein expressed, the day and year above written.

Signed, sealed and delivered

John C. Kersten
Judy Gutowski

John C. Kersten
Judy Gutowski

LESSOR:

William J. Crocker
William J. Crocker, Individually and as
Trustee under the Will of Mary V. Crocker,
Deceased, for the Benefit of Mary F.
McGlynn and Wilma F. LaSalle.

LESSEE:

ROYAL PARK CONDOMINIUM APARTMENTS, INC.

By William J. Crocker
William J. Crocker - President

Attest: John O. Kirby
John O. Kirby - Secretary



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REC.

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
WILLIAM J. CROCKER, Individually and as Trustee under the Will of
Mary V. Crocker, Deceased, for the benefit of Mary F. McGivnn and
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Wilma LaSalle.

_____, Lessor, to me well known
and known to me to be the person named as Lessor in the foregoing
Lease, and he acknowledged that he executed the same for the
purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal this 23rd day of May,
1974.

John J. Gutowski
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires August 6, 1976
Bonded by AUTO OWNERS INSURANCE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally came
William J. Crocker, President and John O. Kirby, Secretary

individually and in behalf of ROYAL PARK CONDOMINIUM APARTMENTS,
INC., Lessee, to me well known and known to be the persons named as
Lessee in the foregoing Lease, and they acknowledged that they executed
the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal this 23 day of May,
1974.

John J. Gutowski
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires August 6, 1976
Bonded by AUTO OWNERS INSURANCE

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL,
COUNTY COMPTROLLER

REC- 5775 PAGE 960



CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM AND
CONSENT THERETO

THE UNDERSIGNED OFFICERS of ROYAL PARK CONDOMINIUM APARTMENTS, INC., a corporation not for profit under the laws of the State of Florida, pursuant to Chapter 718.110 (5), Florida Statutes, 1977, hereby certify that the following Amendment to Declaration of Condominium was duly proposed and unanimously approved by the Board of Governors of Royal Park Condominium Apartments, Inc. at a meeting called for the purpose of acting upon the Amendment and approved by one hundred percent (100%) of the owners of the units affected by said Amendment, a copy of said unit owners' consent is attached hereto as Exhibit "A" and by this reference made a part hereof.

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate:

1. The Declaration of Condominium of ROYAL PARK, a condominium, as recorded in the Public Records of Broward County, in Official Records Book 5775, Pages 866 through 960, both inclusive, including all exhibits and amendments thereto, if any, is hereby amended, by the deletion of a portion of Exhibit A, Page 4 to said Declaration, which page appears in Official Records Book 5775 at Page 916 of the Public Records of Broward County, Florida, said portion contained within a rectangular border and reading as follows:

TYPICAL APARTMENT PLANS & PERCENTAGE SHARE OF EACH
APARTMENT OF COMMON EXPENSES, COMMON ELEMENTS,
AND COMMON SURPLUS

1. Apartment "A" = .0015456/ Apt. share (504 apts. = .77898 %
Apartment "B" = .0013158/ Apt. share (84 apts. = .11052 %
Apartment "C" = .0013158/Apt. share (84 apts. = .11052 %
Total 1.00002 %

Mathematical Conversion

"A" = .15456/Apt. (504 apts. = 77.898 %
"B" = .13158/Apt. (84 apts. = 11.052 %
"C" = .13158/Apt. (84 apts. = 11.052 %
Total 100.002 %

Handwritten: 1105 / 10000

70 MAY 15 AM 11:27

REC 7562 REC 381 70 MAY 15 AM 11

and the insertion in its stead of the following language:

TYPICAL APARTMENT PLANS & PERCENTAGE SHARES OF EACH
APARTMENT OF COMMON EXPENSES, COMMON ELEMENTS,
AND COMMON SURPLUS

I. Buildings 101 through 106, both inclusive and 109 through 121, both inclusive:
455 "A" Type Apartments each with a .0015456 share; total - .7023380
76 "B" Type Apartments each with a .0013158 share; total - .1000008
76 "C" Type Apartments each with a .0013158 share; total - .1000008
Total percentage shares of above listed apartments - .9023396

II. Buildings 107 and 108:
48 "A" Type Apartments each with a .0015832 share; total - .0779936
8 "B" Type Apartments each with a .0013541 share; total - .0108328
8 "C" Type Apartments each with a .0013541 share; total - .0108328
Total percentage share of above listed apartments - .0976592

Total Number of Apartments - 671

Total of Apartment shares (.902339 plus .0976592) - *100%

*(Actual - .9999988)

ROYAL PARK CONDOMINIUM
APARTMENTS, INC.



Joe Jaworski
Beverly Ann Bell

William Nawrot President
Attest: John W. [Signature] Secretary

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STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
William J. Crocker and John O. Kirby
President and Secretary of ROYAL PARK CONDOMINIUM APARTMENTS,
INC., a Florida corporation, and acknowledged to and before me that they
executed the foregoing instrument as such officers of said corporation and
that they affixed thereto the official seal of said corporation, and that the
foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my seal at Fort Lauderdale, Florida, in the county and state, this 4th day
of May, 1978.

Asa Jewski
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 6, 1980
BONDED THRU GENERAL INS. UNDERWRITERS



REC 7562 FILE 383

EXHIBIT "A"

CONSENT TO AMENDMENT OF DECLARATION
BY UNIT OWNERS AFFECTED BY SAID AMENDMENT

THE UNDERSIGNED owners of all apartment units in Buildings 107 and 108 in ROYAL PARK, a condominium, according to the Declaration thereof, recorded in Official Records Book 5775, Pages 866 through 960, both inclusive, hereby consent to the Amendment of Declaration of Condominium to which this Consent to Amendment is attached as Exhibit "A", such Amendment to correct a scrivener's error in the allocation of shares of each apartment located in buildings 107 and 108 in and to the common expenses, common elements and common surplus, which Amendment has been made pursuant to Section 718.110(5), Florida Statutes, 1977.

All apartments in buildings 107 and 108 are owned by CROCKER & COMPANY - OAKLAND PARK, INC., which company by its execution of this consent acknowledges the same.

CROCKER & COMPANY -
OAKLAND PARK, INC.

John C. Kersten
Beverly Ann Bell

By John C. Kersten
Vice President
Attest: John O. Kirby
Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared John C. Kersten and John O. Kirby, Vice President and Secretary of CROCKER & COMPANY - OAKLAND PARK, INC., A Florida corporation, and acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Fort Lauderdale, Florida, in said county and state, this 4th day of May, 1978.

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PAGE 384

My Commission Expires:

John J. Jirawala
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 6, 1980
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR



JOHN C. KERSTEN, ESQUIRE
EDRICH, KERSTEN, BLACKWELL & MIKOS
2851 EAST OAKLAND PARK BOULEVARD
FORT LAUDERDALE, FLORIDA 33306

CONSENT TO AMENDMENT
(By Mortgagee)

THE UNDERSIGNED MORTGAGEE of all apartment units in Buildings 107 and 108 in Royal Park, a condominium, according to the Declaration thereof recorded in Official Records Book 5775, Pages 866 through 960, both inclusive, Public Records of Broward County, Florida, hereby consents to the amendment to said Declaration heretofore filed on May 15, 1978 in Official Records Book 7562, Pages 381 through 384, both inclusive, which amendment was made to correct a scrivener's error in the allocation of shares of each apartment located in buildings 107 and 108 in and to the common expenses, common elements and common surplus, which amendment was made pursuant to Section 718.110(5), Florida Statutes 1977.

78 JUN 30 PM 3 57

Witnesses:

CHEMICAL REALTY CORPORATION

Maria A. Lewis A.M.
Lucine Chandler

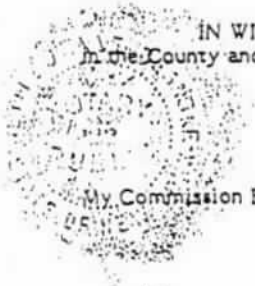
By D. W. Brash, Jr.
Attest: Nettie Belle O'Garle



STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, personally appeared George W. Brash, Jr. and Deborah G. Adelman, Ass't Vice President and Assistant Secretary respectively of CHEMICAL REALTY CORPORATION, a New York corporation, and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State aforesaid this 14th day of June, 1978.



Nettie Belle O'Garle
Notary Public

My Commission Expires:

NETTIE BELLE O'GARLE
Notary Public State of New York
No. 224-4645902 Exp. in Range 2-1-79
Commission Expires March 30, 1979

PREPARED BY
JOHN C. KERSTEN, ESQUIRE
EDRICH, KERSTEN, BLACKWELL & MIKOS
2851 EAST OAKLAND PARK BOULEVARD
FORT LAUDERDALE, FLORIDA 33306

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF 7644 PAGE 739

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MAR 8 P 1: 19

CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
ROYAL PARK, A CONDOMINIUM

88093124

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Royal Park as described in Book 5775 at Page 866 of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article XIII of the Declaration, that is by proposal of the Board of Directors and approval by 75% of the members of the Association at a meeting held December 22, 1987.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of February, 1988, at City of Fort Lauderdale, Broward County, Florida.

By: John M. Goodish
President

Attest: Tary S. Beauchene
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD

On this 25th day of February, 1988, personally appeared JOHN M. GOODISH and TERRY S. BEAUCHENE, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 23, 1990
BONDED THRU GENERAL INS. UND.

Jane Lee Hood
Notary Public

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A., POST OFFICE BOX 9057 • FORT LAUDERDALE, FL 33310-9057
TELEPHONE (305) 776-7550

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BK 15251 PG 443

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

ROYAL PARK, A CONDOMINIUM

The Declaration of Condominium of ROYAL PARK, A CONDOMINIUM, is amended by adding the following Article XXIV:

ARTICLE XXIV.

Authority of Association to Purchase Recreation Lease, Lands and Facilities.

- A. The Condominium Association is hereby authorized to purchase the lands, facilities and leasehold interest described in Article V of this Declaration. The funds required to consummate said purchase shall be a common expense, and assessed in accordance with the provisions of Article XI.1 and Exhibit A-4 to this Declaration, as amended.
- B. The Board of Directors, in its discretion, is empowered to enter into agreements to purchase the Lease, and the lands demised thereunder, for a total purchase price not to exceed Six Million Three Hundred Thirty Thousand and 00/100 (\$6,330,000.00) Dollars, with a discount for unit owners paying their share of the purchase price based on a price of Five Million Nine Hundred Sixty-Three Thousand Six Hundred Thirty-Three and 28/100 (\$5,963,633.28) Dollars, exclusive of closing costs, and to take such steps as are required to consummate such a transaction, including, but not limited to, mortgaging the property in connection with such a purchase, and borrowing funds in connection with such a purchase.
- C. The Board of Directors, in its discretion, may assess the cost of the purchase against all unit owners as a special assessment, payable in cash, or may arrange for financing of the purchase which will be available to all unit owners at their option.
- D. In the event the Board of Directors determines, in its discretion, to make financing of the purchase available to all unit owners, at their option, then the unit owners not paying the special assessment in cash by the due date thereof shall be deemed to have elected to pay the assessment by participating in the financing made available by the Association. In that event, the assessment shall include, and the lien described in Article XI.10 shall secure, such electing unit owner's proportionate share of the cost of the funds borrowed and interest thereon.
- E. If the Association is required to borrow funds in order to have the necessary cash to close the purchase, or to make any further payments thereunder, should any unit owner be delinquent in the payment of the special assessment levied in connection therewith, any expense incurred by the Association in connection with any borrowing as a result of a unit owner's delinquency shall be deemed a part of the assessment, and shall be secured by the lien described in paragraph XI.10 of this Declaration. Such expenses include, but are not limited to, bank points, closing costs, interest payments, and attorney's fees, incurred in connection with said borrowing, for which the unit owner shall be liable for his proportionate share of

BK15251PG 444

such expenses incurred as a result of the unit owner's delinquency. Each unit owner's proportionate share shall be determined by multiplying said costs of funds by a fraction, the numerator of which shall be the amount of the special assessment attributable to his unit, and the denominator of which shall be the total principal amount borrowed by the Association.

- F. Upon any such purchase, the Association shall operate the property as if it were part of the common elements of the Condominium, even though title to the property shall remain in the name of the Association. The unit owners' obligations under the Lease, as described in Article V of this Declaration, shall remain in full force and effect, and the Lease shall not be cancelled or extinguished; provided, however, that so long as a unit owner pays the special assessment for the purchase in full, or by making monthly payments pursuant to any optional financing, said unit owner shall not be responsible for his pro-rata rental payment, although all other payments required under the Lease shall remain a common expense of the Condominium.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

90357476

**CERTIFICATE OF AMENDMENT OF
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

I, Catharine W. Lang, Secretary of Royal Park Condominium Apartments, Inc., of 119 Royal Park Drive, Apt. 1A, Oakland Park, Broward County, Florida, a Florida corporation ("Association"), do hereby certify to the following resolutions and actions of the Association:

WHEREAS, it appearing that scrivener's errors occurred in the Association's Declaration of Condominium, Exhibit "A", Page 4, in Official Records Book 5775, page 916, of the public records of Broward County, Florida, and in the Certificate of Amendment of Declaration of Condominium and Consent Thereto, recorded on May 15, 1978, in Official Records Book 7562, page 381, of the public records of Broward County, Florida;

WHEREAS, Florida Statute §718.110(5) indicates that if it appears that through a scrivener's error a unit does not bear an appropriate share of the common expenses so that the sum total of all the shares does not equal 100%, then the error may be corrected by filing an amendment to the Declaration approved by the Board of Administration or a majority of the unit owners;

WHEREAS, the Association's apartment owners must be made aware that the percentages must be corrected according to the intent of the original Declaration and the original prospectus which describes the intent of the division of expenses between the unit owners;

WHEREAS, although an attempt was made in May 1978, by Certificate of Amendment to the Declaration of Condominium, to correct the percentage of common expenses, the said amendment contains a scrivener's error by not properly apportioning the common expenses among the units by square footage;

WHEREAS, at a duly convened meeting of the Board of Governors held on July 16, 1990, the Board of Governors present unanimously adopted the following amendments as set forth in Exhibit "A", attached hereto and incorporated herein by this reference, such members consisting of a quorum as required by the Bylaws of the Corporation:

NOW THEREFORE, the undersigned officers of the Association certify that the amendments set forth in the attached Exhibit "A" are a true copy of the amendments to the Declaration of Condominium and Certificate of Amendment recorded May 15, 1978, as approved by the Board of Governors of the Association in accordance with the requirements of the condominium documents.

*Ensign Scott Carlin & Smith
P.O. Box 4245
St. Land. La. 70302*

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m.d.

WITNESS OUR SIGNATURE HERETO THIS 20 day of August, 1990 at Fort Lauderdale, Broward County, Florida.

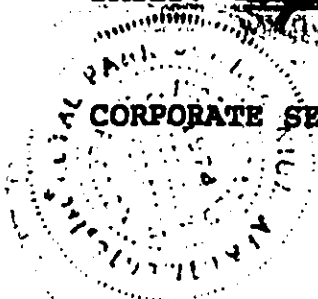
ROYAL PARK CONDOMINIUM APARTMENTS, INC.

Attest:

By: Catherine Constantine
Catherine Constantine,
President

By: Catharine W. Lang
Catharine W. Lang,
Secretary

DATED: August 20, 1990.



STATE OF FLORIDA :

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Catherine Constantine and Catharine W. Lang well known to me to be the President and Secretary of the corporation executing this Certificate, and that they acknowledge executing the same voluntarily under the authority duly vested in them by said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Fort Lauderdale, Broward County, Florida, this 20th day of August, 1990.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT. 16, 1993
BONDED THRU GENERAL INS. UND.

Irvin M. White
Notary Public, State of Florida

My commission expires:



BK 7729P80770

**AMENDMENT TO DECLARATION OF
CONDOMINIUM AND CERTIFICATE OF AMENDMENT**

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate:

1. The Declaration of Condominium of ROYAL PARK CONDOMINIUM APARTMENTS, INC., a condominium, as recorded in the Public Records of Broward County, in Official Records Book 5775, Pages 866 through 960, both inclusive, including all exhibits and amendments thereto, if any, is hereby amended, by the deletion of a portion of Exhibit A, Page 4 to said Declaration, which page appears in Official Records Book 5775, Page 916, of the Public Records of Broward County, Florida, said portion contained within a rectangular border and reading as follows:

**TYPICAL APARTMENT PLANS & PERCENTAGE SHARE OF EACH
APARTMENT OF COMMON EXPENSES, COMMON ELEMENTS,
AND COMMON SURPLUS**

1. Apartment "A" = .0015456/Apt. share	504 apts. = .77898 %
Apartment "B" = .0013158/Apt. share	84 apts. = .11052 %
Apartment "C" = .0013158/Apt. share	84 apts. = .11052 %
	Total 1.00002 %

Mathematical Conversion

"A" = .15456/Apt.	504 apts. = 77.898 %
"B" = .13158/Apt.	84 apts. = 11.052 %
"C" = .13158/Apt.	84 apts. = 11.052 %
Total	100.002 %

2. The Certificate of Amendment of Declaration of Condominium and Consent Thereto, recorded on May 15, 1978, in Official Records Book 7562, page 381, is hereby amended, by the deletion of the amended portion of said Amendment, which page appears in Official Records Book 7562, Page 382, of the Public Records of Broward County, Florida, said portion contained within a rectangular border and reading as follows:

**TYPICAL APARTMENT PLANS & PERCENTAGE SHARES OF EACH
APARTMENT OF COMMON EXPENSES, COMMON ELEMENTS,
AND COMMON SURPLUS**

I. Buildings 101 through 106, both inclusive and 109 through 121, both inclusive:
455 "A" Type Apartments each with a .0015456 share; total = .7023380
76 "B" Type Apartments each with a .0013158 share; total = .1000008
76 "C" Type Apartments each with a .0013158 share; total = .1000008
Total percentage shares of above listed apartments = .9023396

II. Buildings 107 and 108:

48 "A" Type Apartments each with a .0015832 share; total = .0779936
8 "B" Type Apartments each with a .0013541 share; total = .0108323
8 "C" Type Apartments each with a .0013541 share; total = .0108323
Total percentage share of above listed apartments = .0976392

Total Number of Apartments = 671

Total of Apartment shares (.902339 plus .0976392) = *100%

*(Actual - .9999988)

**SUBSTANTIAL REWORDING OF DECLARATION AND CERTIFICATE OF AMENDMENT.
SEE EXHIBIT "A", PAGE 4, OF THE DECLARATION OF CONDOMINIUM RECORDED
IN OFFICIAL RECORDS BOOK 5775, PAGE 916, OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA, AND IN THE CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM AND CONSENT THERETO, IN OFFICIAL RECORDS
BOOK 7562, PAGE 381, OF THE PUBLIC RECORDS OF BROWARD COUNTY,
FLORIDA, FOR PRESENT TEXT.**

RESOLVED, under authority of Florida Statute §718.110(5) (1989), the Board of Governors of the Association hereby amends the aforementioned Certificate of Amendment to the Declaration of Condominium recorded on May 15, 1978, in Official Records Book 7562, page 381, of the public records of Broward County, Florida, as well as amends the aforementioned portion of Exhibit "A", Page 4, of the Declaration of Condominium recorded in Official Records Book 5775, page 916, of the public records of Broward County, Florida, as to the apportionment of common expenses, based upon the square footage of the "A" apartments at 975 square feet, and the "B" and "C" apartments of 750 square feet each, as follows:

Apartment "A" = .001581701/apt. share	
	[503 apartments = 79.55956%]
Apartment "B" = .001216693/apt. share	
	[84 apartments = 10.22022%]
Apartment "C" = .001216693/apt. share	
	[84 apartments = 10.22022%]
TOTAL	<u>100.00000%</u>

This Amendment to the Declaration of Condominium, the Certificate of Amendment to the Declaration of Condominium, and Resolution shall become effective January 1, 1991.

FURTHER RESOLVED, that the above Resolution shall be recorded in the Public Records of Broward County, Florida, and each apartment owner and their mortgagees shall be notified and furnished with a copy of the new percentages by certified mail or by personal delivery.

rp2: Assess.rs2
August 15, 1990

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BR 7729P60772

88148230

SATISFACTION OF SPECIAL ASSESSMENT

THIS AGREEMENT, made and entered into by ROYAL PARK CONDOMINIUM APARTMENTS, INC., a not-for-profit Florida corporation (herein the "Association"), and the Owner(s) of the Unit(s) in ROYAL PARK CONDOMINIUM, a Condominium, described on the Schedule of Fully Paid Units (herein the "Schedule") attached hereto and made a part hereof, agree as follows:

W I T N E S S E T H:

WHEREAS, the Association levied that certain Special Assessment (herein the "Special Assessment") against each of the Units in the Condominium described in the Schedule of Fully Paid Units attached hereto for their proportionate share of the purchase price of the demised premises under the certain Lease between William J. Crocker, individually and as trustee under the Last Will of Mary V. Crocker for the benefit of Mary F. McGlynn and Wilma F. LaSalle, as Lessor, and the Association, as Lessee, dated May 23, 1974, and recorded in Official Records Book 5775, Page 942, et seq., of the Public Records of Broward County, Florida, and as corrected on March 29, 1979, and recorded in Official Records Book 8162, Page 65, et seq. of said Public Records; and

APR 15 12 24 PM '88

WHEREAS, the Special Assessment applicable to the Unit(s) described in the Schedule attached hereto has been fully paid to the Association.

NOW, THEREFORE, the Association, in consideration of the payment in full thereto of the aforesaid Special Assessment, does hereby agree that the Unit(s) described on the Schedule attached hereto, and the owner(s) thereof and the heirs, successors, and assigns thereof, shall have no obligation to pay the Special Assessment by having satisfied same in full.

BK 15353 PG 2663

IN WITNESS WHEREOF, the Association has hereunto caused this instrument to be duly executed and delivered according to law on this 1st day of April, 1988.

Signed, sealed and delivered in the presence of:

ROYAL PARK CONDOMINIUM APARTMENTS, INC.

[Signature]
[Signature]

By: [Signature]
John M. Goodish, President
Attest: [Signature]
Terry S. Beauchene,
Secretary

RETURN TO:

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority duly authorized to

This instrument prepared by:
PATRICK J. NEWTON, ESQ.
ECKER, POLIAKOFF & STREITFELD, P.A.
3111 Stirling Road
Post Office Box 9057
Fort Lauderdale, Florida 33310

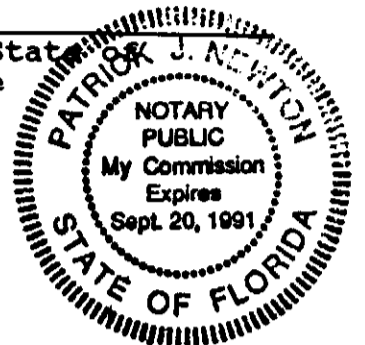
JAE
TB

WILL CALL

administer oaths and take acknowledgements, personally appeared John M. Goodish and Terry S. Beauchene, as President and Secretary, respectively, of ROYAL PARK CONDOMINIUM APARTMENTS, INC., a Florida not-for-profit corporation, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 14th day of April, 1988.

Patrick J. Newton
 Notary Public, State of
 Florida at Large



My Commission Expires:

SCHEDULE OF FULLY PAID UNITS

The Special Assessment, as such term is defined in the Agreement to which this Schedule is attached, has been paid in full as to the following Unit(s) in ROYAL PARK CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5775, Page 866, of the Public Records of Broward County, Florida, as amended:

<u>UNIT #</u>	<u>UNIT # CONTINUED</u>	<u>UNIT # CONTINUED</u>
101-1-A	101-1-B	101-1-E
101-1-F	101-1-H	101-2-F
101-2-G	101-3-B	101-3-G
101-3-H	102-1-A	102-1-D
102-2-G	102-3-B	102-3-C
102-4-F	103-1-A	103-1-B
103-2-D	103-2-F	103-3-D
103-3-H	103-4-D	103-4-F
103-4-G	103-4-H	104-1-C
104-1-D	104-1-E	104-1-F
104-1-H	104-2-F	104-2-G
104-3-E	104-4-B	104-4-C
104-4-D	104-4-G	105-1-B
105-1-G	105-1-H	105-2-B
105-3-D	105-3-E	105-3-G
105-4-D	105-4-E	105-4-H
106-1-B	106-1-C	106-1-F
106-2-D	106-3-B	106-3-G
106-4-C	107-1-C	107-1-E
107-2-A	107-2-B	107-2-F
107-2-H	107-3-B	107-4-C
107-4-G	107-4-H	108-1-B
108-2-G	108-3-A	108-4-B
108-4-D	108-4-F	108-4-H
109-1-C	109-1-D	109-1-G
109-2-G	109-3-A	109-3-G
109-3-H	109-4-C	109-4-G
110-2-B	110-2-E	110-3-A
110-3-E	110-3-G	111-1-B
111-1-E	111-1-G	111-2-G
112-1-A	112-2-A	112-2-B
112-2-H	112-3-A	112-3-C
112-3-D	112-3-G	112-4-D
112-4-H	113-1-A	113-1-D
113-1-F	113-2-D	113-3-C
113-3-E	113-3-F	113-3-G
113-4-B	113-4-C	114-1-H
114-2-A	114-2-C	114-2-F
114-2-G	114-3-A	114-3-F

BK 15353 PG 664

ME
 TSB

114-4-A	114-4-E	115-1-G
115-2-A	115-2-B	115-2-F
115-2-H	115-3-A	115-3-C
115-3-D	115-3-G	115-4-A
115-4-E	116-1-B	116-1-F
116-1-H	116-2-F	116-3-A
116-3-C	116-3-D	116-4-A
116-4-H	117-1-H	117-2-F
117-2-H	117-3-B	117-3-C
117-3-F	117-3-G	117-4-B
117-4-F	118-1-A	118-1-B
118-1-E	118-1-F	118-3-E
118-3-F	118-4-B	118-4-D
118-4-F	118-4-G	119-1-C
119-1-H	119-2-A	119-3-A
119-4-C	119-4-E	120-1-H
120-2-A	120-2-F	120-3-F
120-3-G	120-4-H	121-2-D
121-2-E	121-2-G	121-3-C
121-3-E	121-3-F	121-4-C
121-4-F	121-4-H	

All of the foregoing described Units being Units of ROYAL PARK, a Condominium, according to the Declaration of Condominium thereof, recorded in O.R. Book 5775, Page 866, et seq., of the Public Records of Broward County, Florida, as amended by the Amendment to Declaration of Condominium, recorded in O.R. Book 7562, Page 381, et seq., of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 15353 PG 0665

This instrument prepared by:
Patrick J. Newton, Esquire
Becker, Poliakoff & Streitfeld, P.A.
P.O. Box 9057
Ft. Lauderdale, FL 33310-9057
PH: (305) 987-7550

\PJN\ROYAL\SATISFAC

TSB
TSB

JUL 11 '96 02:31PM

P. 25

896000009573

Prepared by/Return to:
Eric H. Kabot, Esquire
Tripp, Scott, Cooklin & Smith
110 N.E. 6th Street
7th Floor
Fort Lauderdale, Florida 33301

FILED
96 JUL 11 PM 4:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
ROYAL PARK CONDOMINIUM APARTMENTS, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

The following provision of the Articles of Incorporation of Royal Park Condominium Apartments, Inc., a Florida not for profit corporation ("Corporation"), filed with the Department of State on May 27, 1974, Charter Number 729775 be, and it is hereby, amended as shown below:

Article IX, Section 2 of the Articles of Incorporation of this Corporation is amended to read in its entirety as follows:

ARTICLE IX, Section 2

A RESOLUTION APPROVING A PROPOSED AMENDMENT MAY BE PROPOSED BY EITHER THE BOARD OF GOVERNORS OR BY THE MEMBERSHIP OF THE ASSOCIATION, AND AFTER BEING PROPOSED AND APPROVED BY ONE OF SUCH BODIES, IT MUST BE APPROVED BY THE OTHER. SUCH APPROVALS MUST BE BY NOT LESS THAN SEVENTY-FIVE (75%) PERCENT OF ALL OF THE GOVERNORS AND BY NOT LESS THAN SEVENTY-FIVE (75%) PERCENT—A SIMPLE MAJORITY (i.e., 50% +1) OF ALL THE MEMBERS OF THE ASSOCIATION. GOVERNORS AND MEMBERS NOT PRESENT AT THE MEETING CONSIDERING THE AMENDMENT MAY EXPRESS THEIR

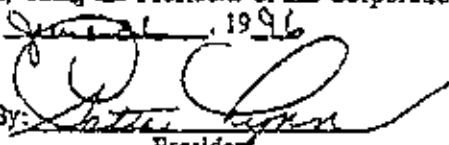
Prepared by: Eric H. Kabot, Esq.
Bar No. 0080544
Tripp, Scott, Cooklin & Smith
P.O. Box 14543
Fort Lauderdale, FL 33302
(305) 525-7300

896000009573

APPROVAL IN WRITING WITHIN TEN (10) DAYS AFTER SUCH MEETING AND SAID AMENDMENT SHALL BE EFFECTIVE WHEN RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

The foregoing amendment was duly adopted in the manner provided in Article IX of the Articles and in accordance with the Corporation's Declaration of Condominium, as recorded in Book 5775 at Page 866 of the Public Records of Broward County, Florida, including all exhibits and amendments thereto, by proposal of the Board of Directors and approval by 75% of the members of the Condominium Association at the Annual Meeting held February 5, 1996. The number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, the undersigned, being the President of this Corporation, has executed these Articles of Amendment as of June 21, 1996

By: 
President
Patti Lynn

This instrument was prepared by
and should be returned to:
Matthew Eifrony, Esq.
Tripp, Scott, Conklin & Smith, P.A.
110 S.E. 6th Street, 28th Floor
Fort Lauderdale, Florida 33301

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

The undersigned, as the president of Royal Park Condominium Apartments, Inc. (the "Association") and as the secretary and keeper of the minutes and records of the Association, certify that:

1. The following is a true and accurate copy of an amendment to the bylaws of the Association, as set forth in the Declaration of Condominium (the "Declaration") of the Association as described in O.R. Book 5775 at Page 866 through 960 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, duly adopted at a meeting of the shareholders of the Association duly called and held on February 5, 1996 and approved by the directors of the Association at a meeting of the directors duly called and held on February 5, 1996:

Article VIII. Section 2, of the By-Laws of Royal Park Condominium Apartments, Inc., is hereby amended as follows: A resolution adopting a proposed Amendment must receive approval of not less than two-thirds of the votes of the entire Membership of the Board of Governors and ~~And not less than seventy-five (75%) percent~~ a simple majority (i.e., 50%+1) of the votes of the entire Membership of the Association. Governors and Members not present at the meeting considering the Amendment may express their approval in writing within ten (10) days after such meeting.

2. The number of shares of the Association outstanding at the time of adoption was _____, and the number of shares entitled to vote thereon was 671.

3. The number of shares voted in favor of such amendment was 512, and the number of shares voted against such amendment was 38.

4. The number of directors of the Association at the time of adoption was 5, and the number of directors who voted thereon was 5.

BK 26542PG0791

5. The number of directors who voted in favor of such amendment was 5,
and the number of directors who voted against such amendment was 0.

Dated May 8, 1997.

Royal Park Condominium Apartments, Inc.

By: Herbert Kaye
Herbert Kaye, President

By: Barbara Carlin
Barbara Carlin, Secretary

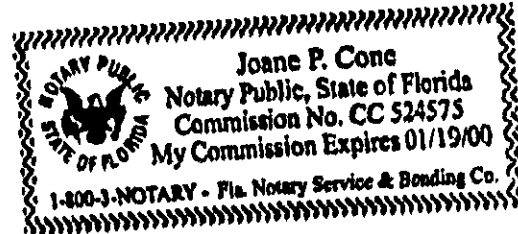
STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared Herbert Kaye and Barbara Carlin, who are to me well known to be the persons described in and who subscribed the above Certificate of Amendment to the Bylaws as President and Secretary of Royal Park Condominium Apartments, Inc., respectively, and they did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Fort Lauderdale in said county and state this 8th day of May, 1997.

Joane P. Cone
Notary Public, State of Florida

My commission expires:



BK26542PG0792

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

Pursuant to the provisions of Section 607.181 of the Florida General Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is: Royal Park Condominium Apartments, Inc.
2. The following amendments of the Articles of Incorporation were adopted by the shareholders of the corporation on February 5, 1997 in the manner prescribed by the Florida General Corporation Act:

Article IX. Section 2, of the Articles of Incorporation of Royal Park Condominium Apartments, Inc is hereby amended as follows: A resolution approving a proposed amendment may be proposed by either the Board of Governors or by the Membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than seventy-five (75%) percent of all of the Governors and by not less than seventy five (75%) percent a simple majority (i.e., 50% + 1) of all of the Members of the Association. Governors and Members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting and said Amendment shall be effective when recorded in the public records of Broward County. Florida.

3. The number of shares of the corporation outstanding at the time of adoption was _____, and the number of shares entitled to vote thereon was 671.
4. The number of shares voted in favor of such amendment was 512, and the number of shares voted against such amendment was 48.
5. The number of directors of the corporation at the time of adoption was 5, and the number of directors who voted thereon was 5.
6. The number of directors who voted in favor of such amendment was 5, and the number of directors who voted against such amendment was 0.

Dated: May 8, 1997.

BK 26542PG0793

Royal Park Condominium Apartments, Inc.

By: Herbert Kaye
Herbert Kaye, President

By: Barbara Carlin
Barbara Carlin, Secretary

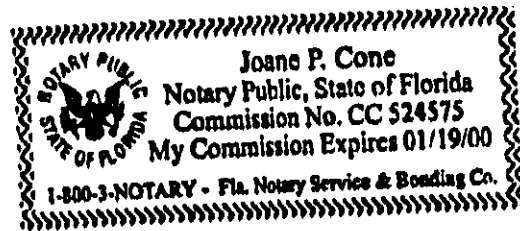
STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared Herbert Kaye and Barbara Carlin, who are to me well known to be the persons described in and who subscribed the above Articles of Amendment to the Articles of Incorporation as President and Secretary of Royal Park Condominium Apartments, Inc., respectively, and they did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Fort Lauderdale in said county and state this 8th day of May, 1997.

Joane P. Cone
Notary Public, State of Florida

My commission expires:



BK 26542PG0794

This instrument was prepared by
and should be returned to:
Matthew Zifrony, Esq.
Tripp, Scott, Conklin & Smith, P.A.
110 S.E. 6th Street, 28th Floor
Fort Lauderdale, Florida 33301

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

WE HEREBY CERTIFY THAT the attached Articles of Amendment to the Articles of Incorporation of Royal Park Condominium Apartments, Inc. (the "Association") as described in O.R. Book 5775 at Page 866 through 960 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, was duly adopted in the manner provided in Article IX of the Articles of Incorporation, that is by proposal and approval by at least 75% of the Board of Directors of the Association at a meeting held on February 5, 1996 and approved by at least 75% of the members of the Association at a meeting held on February 5, 1996:

Dated: May 8, 1997.

Royal Park Condominium Apartments, Inc.

By: Herbert Kaye
Herbert Kaye, President

By: Barbara Carlin
Barbara Carlin, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared Herbert Kaye and Barbara Carlin, who are to me well known to be the persons described in and who subscribed the

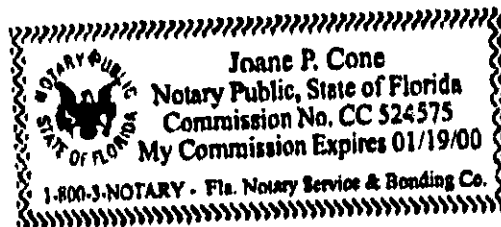
BK26542PG0795

above Certificate of Amendment to the Articles of Incorporation as President and Secretary of Royal Park Condominium Apartments, Inc., respectively, and they did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Fort Lauderdale in said county and state this 8th day of May, 1997.

Joane P. Cone
Notary Public, State of Florida

My commission expires:



BK26542PG0796

This instrument was prepared by
and should be returned to:
Matthew Zifrony, Esq.
Tripp, Scott, Conklin & Smith, P.A.
110 S.E. 6th Street, 28th Floor
Fort Lauderdale, Florida 33301

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

WE HEREBY CERTIFY THAT the following amendments to the Declaration of Condominium (the "Declaration") of Royal Park Condominium Apartments, Inc. (the "Association") as described in O.R. Book 5775 at Page 866 through 960 of the Official Records of Broward County, Florida, including all exhibits and amendments thereto, if any, were duly adopted in the manner provided in Article XIII of the Declaration, that is by proposal and approval by at least 75% of the Board of Directors of the Association at a meeting held on February 5, 1996 and approved by at least 75% of the members of the Association at a meeting held on February 5, 1996:

1. Article II, Section 6 of the Declaration is hereby amended as follows: The Association shall have the right to make or cause to be made such alterations and improvements to the common elements as do not exceed the sum of \$25,000 at any one time. In the event the cost of said alterations and improvements shall exceed the sum of \$25,00 the approval of not less than a simple majority (i.e. 50% + 1) of the apartment owners ~~seventy five (75%) percent of the first mortgagees~~ shall be required. No changes, alterations, or improvements may be made to the individual apartments which will affect the exterior structure or appearance of the building.

2. Article XIII, Section 1(b) of the Declaration is hereby amended as follows: A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the Apartment owners meeting as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Governors and Apartment Owners not present at the meeting considering such Amendment may express their approval in writing within ten (10) days after such meeting or by proxy delivered to the Secretary prior to the meeting. Such approvals must be by not less than seventy-five (75%) percent of the Governors and by not less than ~~seventy five (75%) percent~~ a simple majority (i.e. 50% + 1) of all the Apartment Owners ~~and their mortgagees~~.

BK26542PG0797

Dated: May 8, 1997.

Royal Park Condominium Apartments, Inc.

By: Herbert Kaye
Herbert Kaye, President

By: Barbara Carlin
Barbara Carlin, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

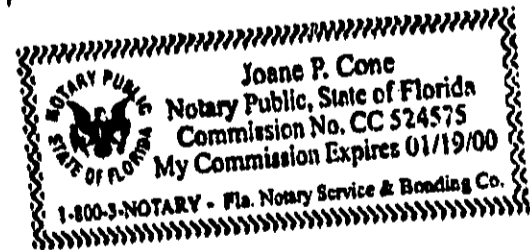
Before me, the undersigned authority, personally appeared Herbert Kaye and Barbara Carlin, who are to me well known to be the persons described in and who subscribed the above Certificate of Amendment to the Declaration of Condominium as President and Secretary of Royal Park Condominium Apartments, Inc., respectively, and they did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Fort Lauderdale in said county and state this 8th day of May, 1997.

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

Joane P. Cone
Notary Public, State of Florida

My commission expires:



BK 26542PG0798

WK
153
(MA)



INSTR # 100745864
OR BK 31150 PG 1523
RECORDED 01/02/2001 02:55 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2075

This instrument was prepared by:
Kathleen Wallace, Esq.
Tripp, Scott, Conklin & Smith
110 S.E. 6th Street
Ft. Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM FOR
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Condominium for Royal Park Condominium Apartments, Inc., as recorded in Official Records Book 5775, commencing at Page 866 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the Association documents.

IN WITNESS WHEREOF, we have affixed our hand this 14th day of December, 2000, at 119 Royal Park Dr., #1A Oakland Pk., Broward County, Florida.

Witnesses:

ROYAL PARK CONDOMINIUM
APARTMENTS, INC.

Edward Chilson
Print Name: ELWOOD CHILSON

By: *Gerald Waldman*
Name: Gerald Waldman
Its: President

Joseph J. Krapp
Print Name: JOSEPH J. KRAPP

Witnesses:

Arthur Steiner
Print Name: ARTHUR STEINER

By: *Rose DeSantis*
Name: Rose DeSantis
Its: Secretary

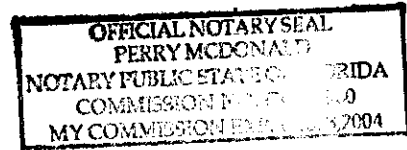
Mariette L. St. Pierre
Print Name: MARIETTE L. ST. PIERRE

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by Gerald Waldman, as President of Royal Park Condominium Apartments, a Florida corporation, on behalf of the corporation and who is personally known to me or who has produced _____ as identification.

Perry M. Donald
Notary Public, State of Florida
Serial Number: _____
My Commission Expires: _____

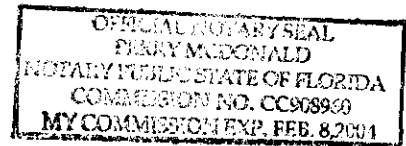


ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by Rose DeSantis, as Secretary of Royal Park Condominium Apartments, Inc., a Florida corporation, on behalf of the corporation and who is personally known to me or who has produced _____ as identification.

Perry M. Donald
Notary Public, State of Florida
Serial Number: _____
My Commission Expires: _____



**AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM FOR
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

(Additions are indicated by underline; deletions by —)

Article XI, Section 10 of the Declaration of Condominium is amended as follows:

10. Lien for Assessment. The unpaid portion of an assessment which is due, together with interest, late charges, acceleration charges and the cost of collection as hereinafter provided, shall be secured by a lien on the following property which shall be subordinate to any prior recorded mortgage on the Apartment:

Article XI, Section 11 of the Declaration of Condominium is amended as follows:

(a) Interest: Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) ~~at the rate of ten (10%) percent per annum~~ from the date when due until paid. All payments upon account shall be applied first to interest and then the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceedings and in either event, the Association shall be entitled to recover in the same action, suit or proceedings the payments which are delinquent at the time of judgment or decree together with interest thereon at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) ~~at the rate of ten (10%) percent per annum~~, late charges, acceleration charges, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.

(c) Late Charges, Acceleration. If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, a late charge of twenty-five dollars (\$25.00) may be imposed (provided that only one late charge may be imposed on any one unpaid monthly installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided, further, however, that each other monthly installment thereafter coming due shall be subject to one late charge each as aforesaid); and the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest at the rate aforementioned from the dates when due until paid.



INSTR # 101402835
OR BK 32236 PG 1636
RECORDED 10/15/2001 02:47 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1923a

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use)

Document Title: Certificate of Amendment to Bylaws of Royal Park Condominium Apartments, Inc., Articles of Amendment to the Articles of Incorporation of Royal Park Condominium Apartments, Inc., Certificate of Amendment to the Articles of Incorporation of Royal Park Condominium Apartments, Inc. and Certificate of Amendment to the Declaration of Condominium Apartments, Inc.

Executed By: Royal Park Condominium Apartments, Inc.

To: _____

Brief Legal Description:(if applicable)

Reference: To correct Certificate of Amendment to the Bylaws of Royal Park Condominium Apartments, Inc., Articles of Amendment to the Articles of Incorporation of Royal Park Condominium Apartments, Inc., Certificate of Amendment to the Articles of Incorporation of Royal Park Condominium Apartments, Inc. and Certificate of Amendment to the Declaration of Condominium Apartments, Inc. originally recorded in Official Records Book 26542, Pages 791 through 797 of the Public Records of Broward County, Florida.

Return Recorded Document to:

Matthew Zifrony, Esquire
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

Doc#:257899Ver#: 1 990150.0233

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Royal Park, a Condominium, recorded in official Record Book 5775 at Page 866 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in Article XIII of the Declaration of Condominium, at a meeting held June 30, 2004.

IN WITNESS WHEREOF, we have affixed our hands this 1st day of July 2004, at Oakland Park, Broward County, Florida.

ROYAL PARK CONDOMINIUM APTS., INC.

By: Harvey Lee Ross
Harvey Lee Ross, President

Attest: Barbara Carlon
Barbara Carlon, Secretary

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 1st day of July, 2004, by Harvey Lee Ross, as President and Barbara Carlon, as Secretary of Royal Park Condominium Apartments, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification _____

Type of Identification

NOTARY PUBLIC -STATE OF FLORIDA

Sign: Linda J. Humphreys

Print: Linda J. Humphreys



Linda J. Humphreys
My Commission DD291337
Expires February 16 2008

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF ROYAL PARK, A CONDOMINIUM**

(additions indicated by underlining, deletions by "----" and
unaffected language by ". . .")

III. MAINTENANCE AND REPAIR OF APARTMENTS

2. **By the Apartment Owners.** The responsibility of the Apartment Owner shall be as follows:

(f) In an effort to assure future building uniformity and preserve the character of the 21 buildings in Royal Park, an Architectural Review Committee, which shall be a committee appointed by the Board of Governors of the Association, shall be created. Absent such appointment, the Board will serve in such capacity. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant.

(g) The architectural review committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provision and intent of this paragraph. The architectural review committee shall act on submissions within 30 days after receipt of the same (and all further documentation required by it) or else the request shall be deemed approved.

...

VI. USE RESTRICTIONS

In order to provide for a congenial occupant of the Building and to provide for the protection of values of the Apartment, the use of the Property shall be restricted to and be in accordance with the following provisions:

...

8. Pets. No livestock, reptiles or fowl shall be maintained in any unit or elsewhere on the Condominium Property. Each unit shall be allowed to house up to one (1) dog or two (2) cats or one (1) dog and one (1) cat at any one time so long as such pet(s) does not exceed in the aggregate thirty (30) pounds at maturity. Pets shall be kept within a unit and not be permitted on any portion of the Condominium Property except when adequately secured and restrained by a leash, and all such pets shall be walked in such areas as designated by the Association so as to control the deposit of animal waste on the Condominium Property. All owners of pets shall be responsible for cleaning up any waste committed by their pets. No guests or invitees of a unit owner shall be permitted

to bring animals of any kind on the Condominium Property. No animal shall be allowed to commit a nuisance in any public portion of the Condominium Property or become an annoyance to any resident of the Condominium by reason of barking or otherwise. The term "pet" shall be limited to dogs, cats, fish or small domestic birds; however, all pets maintained in the Condominium on the effective date of this provision which do not fall within the definition of "pets" herein, are hereby declared to be grandfathered-in, provided that they are properly registered in the Condominium Office, including supplying the Association with the necessary health documentation and a picture of the animal prior to the effective date of this provision. Such pets are not to be replaced upon passing except by allowable pets in conformance herewith. All pets in the Condominium shall be subject to all rules and regulations promulgated pertaining to pets.

9. A unit owner may not lease a unit during the first twenty-four (24) months of ownership. In the event that title to a unit is acquired with a tenant in occupancy under an approved lease, the owner of such unit shall be prohibited from leasing the unit for a period of twenty-four (24) months commencing at the end of the lease term in existence at the time of transfer of title or any renewal period specifically stated in the lease. The owner shall not permitted to renew the tenancy in existence at the time of the acquisition of the unit beyond the renewals set forth in the original lease. At no time shall any leasehold be permitted which would allow the record owner of the unit more than five (5) leaseholds within the Condominium. However, and this sentence shall be deemed to be incorporated in and deemed a part of any lease agreement approved by the Association from and after the effective date of this provision, that if the Association determines during the term of any such lease that the lessee has violated the terms and provisions of the Royal Park Condominium Governing Documents (Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations), or that the lessee has otherwise been the cause of a nuisance or annoyance to other residents of Royal Park Condominium, as determined in the sole discretion of the Board of Governors, then the Association, at the option of the Board of Governors, may notify the owner of the unit involved of its disapproval of such lessee's conduct in writing and the owner of the unit shall be precluded from extending or renewing any lease to the lessee in question without the written approval of the Association. Notwithstanding anything contained elsewhere herein, any person who, on the effective date of this provision, is the owner of a unit in the Condominium and who has owned such unit for at least two years prior thereto, and who, subsequent to such date purchases another unit in the Condominium, shall, with respect to such newly purchased unit, not be subject to this prohibition against leasing in the first twenty-four (24) months of unit ownership. Thereafter, exclusion from such prohibition shall apply to additional units purchased by such person only to units purchased at least twenty-four (24) months apart.

VII. CONVEYANCES

The sale and leasing and mortgaging of Apartments shall be subject to the following provisions herein elsewhere contained.

1. The developer shall not be required to obtain approval of the Board of Governors for the sale or lease of any Apartment. No Apartment Owner may dispose of an Apartment or any interest therein by sale or lease without approval of the Board of Governors for the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

(d) Except as may be otherwise provided elsewhere herein, the Association shall not approve any proposed rental or lease of a unit if such approval, in the particular instance, would result in the number of units rented or leased in the Condominium exceeding eighteen (18%) percent of the total number of units (120 out of 671) at that time. Whenever the maximum percentage of eligible units in the Condominium has been leased, the Association will institute a waiting list of proposed lease transactions. By Rule, the Association shall determine the operation of the waiting list. Following the effective date of this provision, the Association shall not approve any proposed rental or lease if the approval will be in contravention of the stated goal of the number of units rented in Royal Park not exceeding 18% of the total units in the Condominium. However, in the event a unit is occupied by a tenant on the effective date of this provision, and the unit owner wishes to continue to rent the unit after the expiration of the then current lease and any renewals thereof specifically provided for in the then current lease, such unit shall be deemed a "perpetual rental" unit, whereby that particular unit is exempt from the 18% rentals limitation described herein, even if, at any time during the duration of such lease or renewal period or any approved lease of the particular unit thereafter, the number of leased units in the Condominium exceeds 18% of the total number of units. A "perpetual rental" unit may remain in such category until such time as either the unit owner sells the unit or removes it from the rental market.

VIII. ADMINISTRATION

The Administration of the Property, including but not limited to the acts required of the Association shall be governed by the following provisions:

7. All contracts whose cumulative dollar value will exceed \$60,000 (Sixty Thousand Dollars and No Cents) must be proposed by the Board of Governors at a duly called board meeting and opened for discussion thereat.

XII. COMPLIANCE AND DEFAULT

Each Apartment Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Apartment Owners to the following relief:

(f) In addition to the methods of enforcement provided herein, the Board of Governors may levy fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the governing documents and rules of the Association. Such fines must be levied in accordance with the provisions of Florida Statutes, as same may be amended from time to time.

1. Notice. The Association shall notify the owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Fining Review Committee at which time the Owner, who may be represented by counsel, shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

2. Hearing. The alleged violation shall be presented to the Fining Review Committee after which the Fining Review Committee shall hear reasons why the fine(s) should not be imposed. The written findings of the Fining Review Committee shall be submitted to the Board of Governors.

3. Fine. Upon review of the Fining Review Committee's findings, the Board of Governors may levy a fine against the unit for which the owner of the unit is responsible, which fine may not exceed the maximum amount allowable by law, as same may be amended from time to time. A fine may be levied on the basis of each day of a continuing violation, provided that in the aggregate no such fine shall exceed the maximum allowable by law, as same may be amended from time to time.

4. Payment of Fines. Fines shall be paid no later than ten (10) days after notice to the unit owner of the levying of the fine.

5. Non-Exclusive Remedy. The fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

6. Failure of a unit owner to pay a fine levied against his/her unit can result in a disapproval by the Association of a proposed sale or lease of the subject unit while such fine goes unpaid.

RECORD AND RETURN TO:
Beth Lindie, Esquire
Esler & Lindie, P.A.
400 Southeast 6th Street
Fort Lauderdale, Florida 33301-3405

INSTR # 115541137
Recorded 01/07/19 at 04:18 PM
Broward County Commission
4 Page(s)
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR ROYAL PARK CONDOMINIUM APARTMENTS, INC.**

THE UNDERSIGNED, being the duly elected and acting President and Treasurer of Royal Park Condominium Apartments, Inc., a Florida not for profit corporation ("Association"), do hereby certify that the attached Amendments To The Declaration Of Condominium For Royal Park Condominium Apartments, Inc., which was originally recorded in the Public Records of Broward County, Florida at Official Records Book 5775 at Page 866 through 960, were duly approved and adopted by the Members of the Association, at a Special Meeting of the Members, at which a quorum was present, after due notice, on December 20, 2018, in the manner provided for in the Governing Documents.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 3 day of JANUARY, 2019.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

ROYAL PARK CONDOMINIUM
APARTMENTS, INC.

[Signature]
Witness
Adrian Campbell
Witness Printed Name

By: [Signature]
Harvey Ross, President

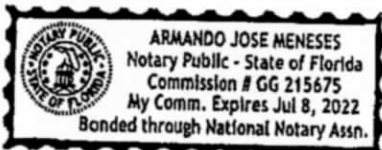
[Signature]
Witness
Adrian Campbell
Witness Printed Name

By: [Signature]
Walter Wilt-Wright, Treasurer

STATE OF FLORIDA)
)ss.
COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 3 day of JANUARY, 2019 by Harvey Ross, as President, who is personally known to me or _____ who produced _____ as identification, and by Walter Wilt-Wright, as Treasurer, who is personally known to me or _____ who produced _____ as identification, of Royal Park Condominium Apartments, Inc., and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said Association.

My Commission Expires:



[Signature]
Notary Public, State Of Florida

Armando J. Meneses
Printed Name Of Notary Public

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM FOR ROYAL PARK
CONDOMINIUM APARTMENTS, INC.**

(Additions are indicated by underline; deletions by -----)

1. **Preamble, NOW THEREFORE, DECLARATION Section of the Declaration of Condominium is amended as follows:**

NOW THEREFORE,

DECLARATION - Developer hereby declares on behalf of itself, its successors, and its grantees, and assigns to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property as follows:

The Property from and after the date of the recording of this Declaration in the Office of the Clerk of the Circuit Court, in and for Broward County, Florida, shall be designated ROYAL PARK, and shall continue subject to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained and in conformance with the provisions of Florida Statutes 711, thereafter 718, entitled "Condominium Act" as amended from time to time.

2. **Article VI, Section 3 of the Declaration of Condominium is amended as follows:**

VI. USE RESTRICTIONS

...

3. No Apartment shall be occupied by any person not approved in advance by the Board of Governors of the Association. The Association shall signify in writing such approval or disapproval within ~~fifteen~~-thirty (15/30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, his residence address, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Governors to disapprove within such period conclusively shall be deemed to constitute approval. ~~The provisions in the paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Article XVII hereof.~~

...

3. **Article VI, Section 8 of the Declaration of Condominium is amended as follows:**

VI. USE RESTRICTIONS

...

8. Pets. No livestock, reptiles or fowl shall be maintained in any unit or elsewhere on the Condominium Property. Each unit shall be allowed to house up to ~~one~~ (1) two (2) dogs or two (2) cats or one (1) dog and one (1) cat at any one time ~~so long as such pet(s) does not exceed in the aggregate thirty (30) pounds at maturity.~~ Pets shall be kept within a unit and not be permitted on any portion of the Condominium Property except when adequately secured and restrained by a leash, and all such pets shall be walked in such areas as designated by the Association so as to control the deposit of animal waste on the Condominium Property. All owners of pets shall be responsible for cleaning up any waste committed

by their pets. No guests or invitees of a unit owner shall be permitted to bring animals of any kind on the Condominium Property. No animal shall be allowed to commit a nuisance in any public portion of the Condominium Property or become an annoyance to any resident of the Condominium by reason of barking or otherwise. The term "pet" shall be limited to dogs, cats, fish or small domestic birds; however, all pets maintained in the Condominium on the effective date of the July 2, 2004 amendment to this provision, which do not fall within the definition of "pets" herein, are hereby declared to be grandfathered-in, provided that they are properly registered in the Condominium Office, including supplying the Association with the necessary health documentation and a picture of the animal prior to the effective date of the July 2, 2004 amendment to this provision. Such pets are not to be replaced upon passing except by allowable pets in conformance herewith. All pets in the Condominium shall be subject to all rules and regulations promulgated pertaining to pets.

...

4. Article XI, Sections 9 and 10 of the Declaration of Condominium is amended as follows:

XI. ASSESSMENTS

...

9. **Liability for Assessments.** The Owner of an Apartment and his grantees shall jointly and severally be liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Apartment for which the assessments are paid. ~~A purchaser of an Apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure, shall be liable for assessments coming due after such sale or delivery of a deed and shall be responsible only for that portion of the due assessments prorated for the period from the date of such sale or delivery of deed. Such a purchaser as aforesaid shall be entitled to the benefit for all prepaid assessments paid beyond the date such purchaser acquires title.~~

10. **Lien for Assessment.** The unpaid portion of an assessment which is due, together with interest, late charges, acceleration charges and the cost of collection as hereinafter provided, shall be secured by a lien on the following property ~~which shall be subordinate to any prior recorded mortgage on the Apartment:~~

5. Article XVII, Section 3 of the Declaration of Condominium is amended as follows:

XVII. JUDICIAL SALES

...

3. In the event proceedings are instituted to foreclose any mortgage on any Apartment, the Association on behalf of one or more Apartment Owners, shall have the right to redeem from the mortgagee for the amount due thereon including reasonable attorney's fees and costs or if possible, to purchase such Apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the Property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a ~~mortgage institution~~, banker, savings and loan association, insurance company,

or public or private pension fund, or if prior written approval of the Association is obtained before financing, as required pursuant to Article VII, Section 2 herein, or any other recognized mortgage or lending institution, from owning a mortgage on any Apartment, and such lending institution shall have an unrestricted absolute right to accept title to the Apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said Apartment at the foreclosure sale, and in that event, the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such apartment and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said Property to persons approved by the Association. If the Association or any member as aforesaid redeems such mortgage or cures such default, it shall have a lien against the Apartment for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past-due assessment.

6. **Remove provisions regarding the Developer which are no longer applicable, including those set forth in Article XVIII of the Declaration of Condominium, Article V, Section 2 of the Articles of Incorporation of the Association and Article III, Section 2(c) of the Bylaws of the Association.**