

**VILLAGE EAST, A CONDOMINIUM**  
**ALTERNATIVE MEDIA DISCLOSURE STATEMENT**

\_\_\_\_\_ (“Purchaser”), the purchaser of Unit \_\_\_\_\_ in VILLAGE EAST, A CONDOMINIUM (“Condominium”) from VILLAGE EAST INVESTMENT, LLC, a Florida limited liability company (“Seller”) has elected to receive the Prospectus for the Condominium and other documents required by Section 718.503, Florida Statutes, to be furnished by a seller to a buyer or lessee (collectively, the “Condominium Documents”) on either a CD or DVD (“Alternative Media”), rather than receiving paper copies of same.

Seller has given Purchaser the option of receiving the Condominium Documents on paper, but by signing below has elected to receive the Condominium Documents by Alternative Media. The Purchaser should not select Alternative Media unless the Purchaser will have the means to read the Condominium Documents before the expiration of the fifteen (15) day cancellation period described in the Purchase Agreement.

The minimum system requirements necessary to view the Condominium Documents by Alternative Media are as follows:

Operating System: Microsoft Windows XP Professional or Home Edition (Service Pack 1 or 2); Microsoft Windows 2000 (Service Pack 2, 3 or 4); Windows Tablet PC Edition, Windows 2003 Server, Windows NT (Service Pack 6 or 6a)

Memory: 128MB of RAM (256MB recommended for complex forms or large documents)

Hard Drive: Up to 90MB of available hard-disk space

Processor Speed: Intel Pentium or equivalent processor

Navigation: Microsoft Internet Explorer 5.5, 6 or 7, Firefox 1.0, 1.5 or 2, Mozilla 1.7, Netscape 7.1 or 8.0

Printer Requirements: A printer capable of printing Adobe documents

Software: Adobe Reader 7.0

By signing below, Purchaser hereby elects to receive the Condominium Documents by Alternative Media.

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## **VILLAGE EAST, A CONDOMINIUM**

### **TABLE OF CONTENTS**

#### **SCHEDULES**

Schedule "0"	General Information (Prospectus)
Schedule "1"	Declaration of Condominium
Exhibit "A"	Legal Description
Exhibit "B"	Survey, Plot Plan and Graphic Description of Improvements
Exhibit "C"	Percentage Interest in Common Elements
Exhibit "D"	Articles of Incorporation
Exhibit "E"	By-Laws
Schedule "2"	Building Number, Unit Number, Unit Type, Square Footage and Percentage of Ownership Interest
Schedule "3"	Estimated Operating Budget for the Condominium Property
Schedule "4"	Form of Purchase Agreement Utilized in the Sale of Condominium Units
Schedule "5"	Escrow Agreement Establishing Escrow Account Between Seller and Escrow Agent
Schedule "6"	Form of Receipt for Condominium Documents Utilized in the Sale of Condominium Units
Schedule "7"	Rules and Regulations
Schedule "8"	Conversion Inspection Report, Termite Inspection Report and Certificates of Occupancy
Schedule "9"	Evidence of Seller's Ownership Interest and Assignment of Bulk Buyer Rights
Schedule "10"	Management Agreement
Schedule "11"	Contracts and/or Leases in Excess of One Year
Schedule "12"	Frequently Asked Questions and Answers Sheet and Association Financial Statement

**THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.**

**THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.**

PROSPECTUS FOR  
VILLAGE EAST, A CONDOMINIUM

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

**SUMMARY**  
**IMPORTANT MATTERS**

1. **THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.**
2. **THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.**
3. **ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**
4. **THE CONDOMINIUM HAS BEEN CREATED AND IS BEING SOLD AS FEE SIMPLE INTERESTS.**
5. **THERE ARE NO RECREATION FACILITIES LEASE OR GROUND LEASE ASSOCIATED WITH THIS CONDOMINIUM.**
6. **THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED.**
7. **THE UNITS MAY BE CURRENTLY OCCUPIED AND TRANSFERRED SUBJECT TO A LEASE.**
8. **THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC.**
9. **THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE PREVIOUS DEVELOPER UNDER SECTION 718.203(1) OR SECTION 718.618, FLORIDA STATUTES, AS APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION, DEVELOPMENT OR REPAIR WORK PERFORMED BY OR ON BEHALF OF SELLER.**
10. **THE SELLER HAS NO OBLIGATION TO FUND CONVERTER RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER SECTION 718.618, FLORIDA STATUTES, ON ANY PORTION OF THE CONDOMINIUM PROPERTY EXCEPT AS MAY BE EXPRESSLY REQUIRED OF THE SELLER IN THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO ANY DESIGN, CONSTRUCTION, DEVELOPMENT OR REPAIR WORK PERFORMED BY OR ON BEHALF OF THE SELLER.**

SCHEDULE "0"

**VILLAGE EAST, A CONDOMINIUM**

GENERAL INFORMATION (PROSPECTUS)

TABLE OF CONTENTS

<u>GENERAL INFORMATION</u>	<u>PAGE</u>
Description of Condominium .....	i
Maximum Number of Units That Will Use Facilities In Common with the Condominium.....	ii
Form of Ownership.....	ii
Description of Recreational and Other Commonly Used Facilities .....	ii
Leasing by Seller .....	iii
Arrangements for Management .....	iii
Right to Retain Control.....	iv
Restriction on Sale, Lease or Transfer.....	iv
Statement of Conversion Conditions .....	iv
Summary of Use Restrictions To Be Imposed Upon Units Concerning the Use of the Condominium Property .....	vi
Manner in Which Utilities and Other Services Are To Be Provided.....	vi
Explanation of Manner in Which the Common Expenses and Ownership of the Common Elements Has Been Determined .....	vi
Estimated Operating Budget.....	vii
Schedule of Closing Expenses .....	vii
Identity of Seller .....	viii
Contracts and Leases .....	ix
Existing and Intended Easements .....	ix
Parking .....	ix
Disclosures Regarding Radon and Mold .....	ix
Changes in the Condominium Act.....	x
Copies of Documents Included as Schedules .....	x

## SCHEDULES

Schedule "0"	General Information (Prospectus)
Schedule "1"	Declaration of Condominium
Exhibit "A"	Legal Description
Exhibit "B"	Survey, Plot Plan and Graphic Description of Improvements
Exhibit "C"	Percentage Interest in Common Elements
Exhibit "D"	Articles of Incorporation
Exhibit "E"	By-Laws
Schedule "2"	Building Number, Unit Number, Unit Type, Square Footage and Percentage of Ownership Interest
Schedule "3"	Estimated Operating Budget for the Condominium Property
Schedule "4"	Form of Purchase Agreement Utilized in the Sale of Condominium Units
Schedule "5"	Escrow Agreement Establishing Escrow Account Between Seller and Escrow Agent
Schedule "6"	Form of Receipt for Condominium Documents Utilized in the Sale of Condominium Units
Schedule "7"	Rules and Regulations
Schedule "8"	Conversion Inspection Report, Termite Inspection Report and Certificates of Occupancy
Schedule "9"	Evidence of Seller's Ownership Interest and Assignment of Bulk Buyer Rights
Schedule "10"	Management Agreement
Schedule "11"	Contracts and/or Leases in Excess of One Year
Schedule "12"	Frequently Asked Questions and Answers Sheet and Association Financial Statement

GENERAL INFORMATION  
CONCERNING THE CONDOMINIUM

1. Description of Condominium.

a. Introduction. The Seller pursuant to this Offering is VILLAGE EAST INVESTMENT, LLC, a Florida limited liability company. It is specifically understood that this Offering is limited to the Units contained herein and does not encompass any other property owned by the Seller. All references in this Offering to Developer and/or Successor Developer shall be deemed to mean the Seller, VILLAGE EAST INVESTMENT, LLC. The Seller has received an Assignment of Bulk Buyer Rights under the Florida Condominium Act, a copy of which is attached as part of Schedule "9" to this Prospectus. Without limitation, this Assignment does not include any warranties or guaranty of the Estimated Operating Budget. Although Seller is sometimes referred to in this Prospectus as "Developer" or "Successor Developer", the Seller is a Bulk Buyer under the Condominium Act with all rights and obligations appertaining thereto.

**THE SELLER IS NOT OBLIGATED FOR ANY WARRANTIES OF THE PREVIOUS DEVELOPER UNDER SECTION 718.203(1) OR SECTION 718.618, FLORIDA STATUTES, AS APPLICABLE, EXCEPT FOR DESIGN, CONSTRUCTION, DEVELOPMENT OR REPAIR WORK PERFORMED BY OR ON BEHALF OF SELLER.**

b. Use of Property. Pursuant to this Offering, the Units shall be offered for residential occupancy in accordance with the condominium documents and applicable law.

c. Name. The name of this Condominium is VILLAGE EAST, A CONDOMINIUM, located at 2001 S.E. 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33316.

d. Description of Condominium Property. The Condominium consists of twelve (12) buildings (the maximum number of buildings that may be contained within the Condominium), eleven (11) of which are three-story residential buildings and contain two hundred sixty-four (264) Units, and one (1) building which consists of a clubhouse. The Seller is the owner of sixty-eight (68) Units which are the only Units being offered pursuant to this Prospectus. The sixty-eight (68) Units being offered hereby are identified on Schedule "2" attached to this Prospectus. Although there are seven (7) different Unit floor plans in the Condominium, only six (6) floor plans are being offered by Seller as follows:

(1) The "A1-Castillo" floor plan which contains approximately 746 square feet under air and is a one bedroom and one bathroom Unit with either a balcony or lanai.

(2) The "A2-Riviera" floor plan which contains approximately 912 square feet under air, is a three-story one bedroom and one bathroom Unit with a balcony and an attached garage.

(3) The "A3-Lido" floor plan which contains approximately 784 square feet under air and is a three-story one bedroom and one bathroom Unit with a balcony and an attached garage.

(4) The "B1-Aqua Vista" floor plan which contains approximately 998 square feet under air and is a two bedroom and two bathroom Unit with a lanai.

(5) The "B2-Aragon" floor plan which contains approximately 998 square feet under air and is a two bedroom and two bathroom Unit with a balcony.

(7) The "B5-Sunset" floor plan which contains approximately 998 square feet under air and is a two bedroom and two bathroom Unit with an attached garage and a balcony.

Prospectus Text

- i -



The Condominium was created by the conversion of an existing rental apartment community which was constructed by a prior owner and completed in 2001. All of the improvements and Units have been previously occupied.

The maximum number of Units contained within this Condominium shall be two hundred sixty-four (264).

e. Legal Description of Condominium/Survey, Plot Plan and Graphic Description of Improvements. The legal description of the Property to be submitted to a condominium form of ownership is attached as Exhibit "A" to the Declaration of Condominium. The Survey and Plot Plan and Graphic Description of Improvements are attached as Exhibit "B" to the Declaration of Condominium.

f. Latest Estimated Date of Completion of Construction, Finishing and Equipping. The construction, finishing and equipping of the Units and the Common Elements is complete.

2. Maximum Number of Units That Will Use Facilities in Common with the Condominium.

The maximum number of Units which will use the facilities in common with the subject Condominium shall be two hundred sixty-four (264).

3. Form of Ownership.

**THIS CONDOMINIUM IS BEING CREATED AND SOLD ON FEE SIMPLE ABSOLUTE INTEREST.**

Each Unit Owner will acquire his Condominium Unit title as a fee simple interest by warranty deed from the Seller.

4. Description of Recreational and Other Commonly Used Facilities.

Unit Owners are required to pay their share of the costs and expenses of maintenance, management, upkeep, and replacement of facilities.

Please refer to Articles 12 and 13 of the Declaration of Condominium attached as Schedule "1" to this Prospectus.

The following is a description of the recreational facilities that will be used only by the Unit Owners of this Condominium property (including the Seller), their tenants, guests and invitees. (Some of the facilities described below and their use is subject to the provisions of the Declaration regarding Limited Common Elements.) The facilities are substantially complete and available to all Unit Owners immediately.

(a) Description: Clubhouse

- (1) Location: As set forth on Exhibit "A" of the Declaration of Condominium
- (2) Approximate size: 1,052 square feet (partitioned into three (3) separate use areas)

- (b) Description: Fitness Center
  - (1) Location: Within Clubhouse
  - (2) Approximate maximum capacity: 10 people
- (c) Description: Business Center/Office
  - (1) Location: Within Clubhouse
  - (2) Approximate maximum capacity: 11 people
- (d) Description: Club Room (including kitchenette and bathrooms)
  - (1) Location: Within Clubhouse
  - (2) Approximate maximum capacity: 20 people
- (e) Description: Swimming Pool
  - (1) Location: As set forth on Exhibit "A" of the Declaration of Condominium
  - (2) Approximate size: Irregularly shaped
  - (3) Approximate depth: (3) feet minimum; (6) feet maximum
  - (4) Approximate maximum capacity: 10 people
  - (5) The pool is not heated.

Purchasers are advised that the Seller, pursuant to its Assignment of Bulk Buyer Rights, has reserved the exclusive right to use and occupy the Business Center/Office in connection with its sales and marketing program for the Condominium until such time as Seller is no longer owns a Unit in the Condominium.

The Seller will expend a minimum of \$0 in personal property for the Condominium.

The Seller is not obligated to provide additional facilities not described above.

5. Leasing by Seller.

**THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

The Seller intends to sell all of its Units and has no current program for the leasing of Units in the Condominium. However, some of the Units owned by the Seller are currently subject to a lease and the Seller reserves the right to lease any Unit which is owned by the Seller to any person, firm or corporation, upon any terms and conditions that the Seller may deem to be in its own best interests.

6. Arrangements for Management.

**THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC.**

The Management Agreement is attached as Schedule "10" to this Prospectus. Such agreement shall be subject to the following:

A. Name of Contracting Parties: VILLAGE EAST CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, and CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC., a Florida corporation.

B. Term of Contract: The initial term of the Management Agreement commenced on the date of closing of the first Unit in the Condominium for a period of one (1) year and continues year to year at a mutually agreeable fee until cancelled by either party.

C. Nature of Services Included: All management and maintenance of the common facilities on behalf of the Association as described in the Agreement.

D. Compensation Stated on a Monthly and Annual Basis: During the current term of the Agreement, Association shall pay a management fee of \$2,640.000 per month for a total of \$31,680.00 per year.

Other than the Management Agreement referenced herein, there are no other arrangements for management of the Association and maintenance and operation of the Condominium and/or Property that will serve the Unit Owners in the Condominium having a term in excess of one (1) year.

7. Right to Retain Control.

Control of the Association has been turned over to Unit Owners.

8. Restriction on Sale, Lease or Transfer.

**THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

The restrictions, limitations or controls on the sale, lease or transfer of Units is described in detail in Section 16 of the Declaration of Condominium, as may be amended from time to time, attached as Schedule "1" to this Prospectus. Every Unit Owner is obligated to provide written notice to the Association within five (5) days after the transfer, sale or conveyance of any Unit to any other party. Every Unit Owner is required to provide written notice to the Association within five (5) days after entering into a lease for a Unit. The leasing of Units shall not be subject to the prior approval of the Association. No lease shall demise any less than the entire Unit nor shall any lease be for a period of less than three (3) months. Units shall not be leased more than once in any six (6) month period.

Please refer to Section 16 of the Declaration of Condominium, as may be amended, attached as Schedule "1" to this Prospectus.

9. Statement of Conversion Conditions.

**THE SELLER HAS NO OBLIGATION TO FUND CONVERTER RESERVES OR TO PROVIDE CONVERTER WARRANTIES UNDER SECTION 718.618, FLORIDA STATUTES, ON ANY PORTION OF THE CONDOMINIUM PROPERTY EXCEPT AS MAY BE EXPRESSLY REQUIRED OF THE SELLER IN THE CONTRACT FOR PURCHASE AND SALE EXECUTED BY THE SELLER AND THE PREVIOUS DEVELOPER AND PERTAINING TO ANY DESIGN, CONSTRUCTION, DEVELOPMENT OR REPAIR WORK PERFORMED BY OR ON BEHALF OF THE SELLER.**

This Condominium was created by the conversion of existing improvements. Each Unit shall be delivered in the manner represented in "as is" condition without any express warranties or representations by the Seller, the Association or any broker or agent.

Pursuant to Section 718.618, Florida Statutes, the Original Developer established a conversion reserve account and disclaimed any and all warranties with regard to the condominium property and all individual units and common elements within the condominium. Seller has no affiliation with the Original Developer and had no involvement whatsoever with the original conversion of the Condominium, the Conversion Inspection Report or any other matters relating thereto. Seller further disclaims any intent to have made any warranty or representation in connection with the Condominium Documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where the same is specifically warranted or guaranteed.

The Seller specifically disclaims any and all other implied warranties or merchantability and fitness as to the Condominium Property, any Unit or any appurtenances thereto, including any appliances, furniture, fixtures or personal property.

In connection with the conversion, the Seller hereby discloses the condition of the Condominium as required pursuant to the provisions of Chapter 718.616, Florida Statutes. This disclosure is based solely on the disclosures made by the Original Developer and is made without any representation or warranty whatsoever. In this regard, a statement of the conversion conditions are attached hereto and made a part hereof as Schedule "8" to this Prospectus. The statements contained in the Conversion Inspection Report are the opinions of Specialty Engineering Consultants, Inc., and represent its best estimates upon available information.

A copy of the termite inspection report is attached hereto and made a part of Schedule "8" to this Prospectus.

**To the maximum extent lawful, Seller hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Seller has not given and Purchaser has not relied on or bargained for any such warranties. Each Purchaser shall be deemed to represent and warrant to Seller that, in deciding to acquire the Unit the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium. Purchaser has not received nor relied on any warranties and/or representations from Seller of any kind, other than as expressly provided herein. Without limiting the generality of the foregoing and to the maximum extent permitted by laws, warranties, if any, on appliances and HVAC systems furnished with or serving the Unit are manufacturers warranties only, and each Purchaser agrees to be limited to the manufacturer's warranties for any relief pertaining to the breach of any express or implied warranty of merchantability or fitness.**

**As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental or consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).**

10. Summary of Use Restrictions To Be Imposed Upon Units Concerning the Use of the Condominium Property.

Section 9.03(E) of the Declaration of Condominium authorizes the Association to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations, a copy of which is attached as Schedule "7" to this Prospectus. There are no restrictions upon children residing in the Condominium. Article 3 of the Declaration provides various use restrictions for all of the Condominium and its Unit Owners, though other restrictions may be found in other portions of the Declaration as well. The following is a summary of the more significant rules and regulations that have been adopted by the Board of Administration of the Association: The common elements shall be kept free and clear of rubbish, debris and other unsightly material. No antenna or aerial may be erected or installed on the roof or exterior walls of any Condominium building without the written consent of the Board of Directors of the Association. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium property without the written consent of the Board. Household pets will be allowed within the Condominium property subject to certain restrictions. Certain vehicles shall not be permitted to park within the Condominium or Association property which do not conform to certain appearance and functionality guidelines. Unit Owners absent from their Unit for an extended period of time shall remove all personal effects from the exterior of such Unit and shall hold the Association harmless for damage caused by adverse weather conditions.

11. Manner in Which Utilities and Other Services Are To Be Provided.

The manner in which the needs of the utilities and other services will be met, including, but not limited to, sewage and waste disposal, water supply and storm drainage is as follows:

a. Water supply and sanitary sewer services will be provided by the City of Fort Lauderdale, Florida. Charges are billed to the Association and shall be paid for through assessments of the Association. The storm water drainage system is maintained by the Association.

b. Electric service will be provided by Florida Power and Light. Charges are separately billed to each Unit. Electric service to the Common Elements shall be billed directly to the Association and shall be paid for through assessments of the Association.

c. Telephone service will be provided by ATT or any other available service provider selected by Unit Owner. Charges are separately billed to each Unit.

d. Cable service will be provided by Comcast. Charges are separately billed to each Unit.

e. Garbage and trash removal service will be provided by All Services Refuse. Charges are included as part of the Condominium Assessment.

f. Alarm monitoring will be provided by Florida State Fire and Security. Service is limited to monitoring and servicing of the fire panel. Security monitoring of individual Units is a Unit Owner expense.

12. Explanation of Manner in Which the Common Expenses and Ownership of the Common Elements Has Been Determined.

The percentage of ownership of Common Elements, Common Expenses and Common Surplus (as each are defined in the Declaration), as well as the responsibility for payment thereof, and the shares of ownership in the Common Elements, Common Expenses and Common Surplus of the Condominium, are divided among two hundred sixty-four (264) Units, pursuant to Section 4.02 of the Declaration, and each of the Units has an undivided

share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit as more fully set forth on Exhibit "C" to the Declaration.

13. Estimated Operating Budget.

**THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.**

The Estimated Operating Budget is attached as Schedule "3" to this Prospectus. The Estimated Operating Budget is for a twelve (12) month period of operation of the Association and sets forth an estimate of the individual Unit Owner's share of the Common Expenses. The Common Expenses are the obligation of the Unit Owners and are to be paid by monthly Assessments (unless the membership chooses a different payment period but in no event less frequently than quarterly) and billed to each Unit Owner. Each Unit Owner is responsible and liable for paying that percentage of the Common Expenses equal to his percentage ownership interest in the Common Elements. Assessments are made by the Board of Directors, and payment thereof is secured by a lien imposed by the Condominium documents and the statutes of the State of Florida. The lien is subject to foreclosure in the same manner as a mortgage and, in such event, the Unit Owner is liable for costs, including reasonable attorneys' fees, incurred by the Association in connection therewith. The Board of Directors has the right to foreclose the Association's lien against a Unit in the event of a default in any installment, and upon filing a claim of lien to accelerate the remaining balance of the unpaid annual Assessment and to file foreclosure for the full amount thereof.

The 2011 proposed Estimated Operating Budget that is attached as Schedule "3" shows the maintenance fees both with and without reserves. As reserves are automatically included in the Budget, unless waived, the maintenance fee is disclosed with reserves. In the event the Association votes to waive reserves, then the maintenance fee will be the total without reserves as contained in the Budget. As the possibility of the waiver of reserves has been disclosed to a Purchaser, if the reserves are in fact waived, this shall not be deemed to be a material and adverse change. A vote to consider the waiver of reserves is scheduled for February 18, 2011.

The Budget is not intended nor should be considered all inclusive or as a representation, guarantee or warranty of any kind whatsoever of all expenses to be incurred as a result of Unit ownership. For example, the Budget does not include real estate taxes on the Units, Unit Owners' insurance, telephone, or other utility services which are billed directly to the Unit Owner and not through the Association.

The Seller is not guaranteeing the Budget and is paying assessments in the same fashion as any other Unit Owner.

14. Schedule of Closing Expenses.

The Purchaser is required under the terms of the Purchase Agreement executed by the Purchaser to pay the following expenses in connection with the closing of this transaction:

a. A prorated charge for monthly maintenance assessments as set forth in the Estimated Operating Budget for the Association attached as Schedule "3" to this Prospectus.

b. Real property taxes from the date of closing to the end of the calendar year in which said closing took place.

c. Mortgage closing charges (if the transaction is to be financed) which may include, but are not limited to, the following expenses, the extent of which must be ascertained from the lender by Purchaser.

- (1) Abstract charges
- (2) Documentary Stamps on the Mortgage
- (3) Intangible taxes on the Mortgage
- (4) Fee for recordation of the Mortgage
- (5) Prepaid interest
- (6) Credit report
- (7) Appraisal fee
- (8) Mortgagee's closing costs (commonly called points)
- (9) Mortgagee's attorney's fees
- (10) Payments into any escrow account which may be required by the lender.
- (11) Premium for Mortgagee policy of title insurance.

d. A closing fee of \$500.00.

e. A fee of 1.75% of the purchase price to cover the following items:

- (1) Recordation of Warranty Deed
- (2) Florida Documentary Stamps on Warranty Deed
- (3) Owner's Policy of Title Insurance to be furnished by the Seller
- (4) Document preparation
- (5) Seller's attorneys' fees

15. Identity of Seller.

The Seller pursuant to this Offering is VILLAGE EAST INVESTMENT, LLC, a Florida limited liability company. This is the first condominium development undertaken by Village East Investment, LLC. Village East Investment, LLC is a successor developer and is offering for sale the sixty-eight (68) Units that it owns. The Seller has received an Assignment of Bulk Buyer Rights under the Florida Condominium Act, a copy of which is attached as part of Schedule "9" to this Prospectus. Without limitation, this Assignment does not include any warranties or guaranty of the Estimated Operating Budget. Although Seller is sometimes referred to in this Prospectus as "Developer" or "Successor Developer", the Seller is a Bulk Buyer under the Condominium Act with all rights and obligations appertaining thereto.

Fernando Levy Hara is the Chief Operating Officer of Village East Investment, LLC. Mr. Hara has been involved in the development of several condominium projects and has been in the real estate development business since 1988. Mr. Hara has extensive experience in all aspects of the real estate development business, including new construction, acquisition, development, HOA management, marketing and sales.

The information provided above as to Mr. Hara is given solely for the purpose of complying with Section 718.504(22), Florida Statutes, and is not intended to create personal liability on the part of Mr. Hara.

16. Contracts and Leases.

As of the date of this Prospectus, the Association has not entered into any contracts or leases having a term in excess of one (1) year for the purpose of maintenance and operation of the Condominium property and of other property that will serve the Unit Owners of the Condominium Property, except for a monitoring contract with Florida State Fire and Security, a copy of which is attached as Schedule "11" to this Prospectus.

17. Existing and Intended Easements.

There are no existing and intended easements located or to be located on the Condominium Property other than those described in the Declaration of Condominium, customary and usual easements for ingress and egress and utilities such as water, sewer, drainage, electricity, telephone and cable television, and the following:

a. Restrictions, covenants, terms, conditions, provisions, easements and other matters as contained in that certain Special Warranty Deed from Mediterranean Village Limited Partnership, a Florida limited partnership to Devco, LLC, a Florida limited liability company recorded March 21, 2006 in Official Records Book 41666, Page 799, of the Public Records of Broward County, Florida.

18. Parking.

There are a total of five hundred eight (508) parking spaces of which one hundred forty-eight (148) are parking garages, with the remaining being surface parking spaces on asphalt pavement. In addition, there are seven (7) handicapped parking spaces. The parking garages will be assigned as Limited Common Elements to the Unit to which it is attached.

19. Disclosures Regarding Radon and Mold

Under the laws of the State of Florida, each prospective Purchaser is hereby advised that **radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only.** The Seller does not conduct radon testing with respect to the Condominium and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

Further, given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or Condominium Property. Each Purchaser is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Seller from any and all liability resulting from same.

The Seller does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.



20. Changes in Condominium Act.

**Due to changes in the condominium act (Chapter 718, Florida Statutes) and administrative rules promulgated thereunder, it is possible that portions of the condominium Declaration, Articles of Incorporation of the Association and/or By-Laws of the Association, the Frequently Asked Questions and Answers Sheet, the budget, the financial statements and any exhibits and/or schedules thereto, may be inconsistent with controlling law, and controlling law shall prevail.**

22. Copies of Documents Included as Schedules.

Copies of the following are included as Schedules to this Prospectus:

- a. Schedule "1" - Declaration of Condominium
- b. Schedule "2" – Building Number, Unit Type, Square Footage and percentage of Ownership Interest
- c. Schedule "3" – Estimated Operating Budget for the Condominium Property
- d. Schedule "4" – Form of Purchase Agreement Utilized in the Sale of Condominium Units
- e. Schedule "5" – Escrow Agreement Establishing Escrow Account between Seller and Escrow Agent
- f. Schedule "6" – Form of Receipt for Condominium Documents Utilized in the Sale of Condominium Units
- g. Schedule "7" – Rules and Regulations
- h. Schedule "8" – Conversion Inspection Report, Termite Inspection Report and Certificates of Occupancy
- i. Schedule "9" – Evidence of Seller's Ownership Interest and Assignment of Bulk Buyer Rights
- j. Schedule "10" – Management Agreement
- k. Schedule "11" – Contracts and/or Leases in Excess of One Year
- l. Schedule "12" Frequently Asked Questions and Answers Sheet and Association Financial Statement

SCHEDULE "1"

**VILLAGE EAST, A CONDOMINIUM**

DECLARATION OF CONDOMINIUM ESTABLISHING  
VILLAGE EAST, A CONDOMINIUM

**EXHIBIT "B"**

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
VILLAGE EAST, A CONDOMINIUM**


**WHEREAS**, the Declaration of Condominium (the "Declaration") of Village East, a Condominium, was duly recorded in Official Records Book 41670 at Page 31 of the Public Records of Broward County, Florida; and


**WHEREAS**, at a special meeting of the Village East Condominium Association, Inc., held on March 31, 2009, at which quorum had been attained and not less than a majority of total voting interests of the Membership participated, 75% or more of the units represented at the meeting voted to approve the attached amendments to the Declaration pursuant to the requirements of the condominium documents;

**NOW, THEREFORE**, the undersigned hereby certifies that the attached amendments to the Declaration are true and correct copies of the approved amendments.

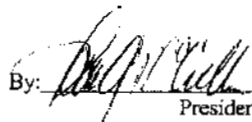
IN WITNESS WHEREOF, Village East Condominium Association, Inc. has caused this Certificate of Amendment to be executed this 14<sup>th</sup> day of ~~April~~<sup>July</sup>, 2009.

Witnesses

  
Print Name: Cheryl Kopke

  
Print Name: Sharon R. Paves

VILLAGE EAST CONDOMINIUM  
ASSOCIATION, INC.

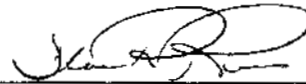
By:   
President

Reso. No. 09-01

Page 5

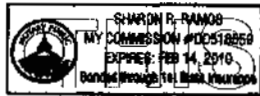
STATE OF FLORIDA )  
 )SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July 2009, by James G. McCune as President of Village East Condominium Association, Inc., who (check one)  is personally known to me or [ ] has produced a Florida drivers license as identification.



NOTARY PUBLIC, State of Florida  
Print Name: Sharon R. Ramos

My Commission Expires:



IS NOT AN  
OFFICIAL COPY

AMENDMENT TO ARTICLE 16.02  
of the  
DECLARATION OF CONDOMINIUM FOR VILLAGE EAST, A CONDOMINIUM

16.02 Lease

Every Unit Owner is hereby required to provide written notice to the Association within five (5) days after entering into a lease for the Unit. The notice shall include names and telephone numbers of the lessee, along with such other reasonable information as required by the Association from time to time. A copy of the lease shall be included with the notice to the Association. Leasing of Units shall not be subject to the prior approval of the Association, provided, however, that (i) the Association must receive the notice of the leasing of a Unit not less than five (5) days prior to the commencement of the lease term; and (ii) no lease shall be valid if the Unit Owner/lessor is delinquent in the payment of Assessments to the Association (or becomes delinquent during the lease term) or has an outstanding fine (or incurs a fine which is not paid within five days following the adoption of same). No lease shall demise any less than the entire Unit, nor shall any lease be for a period of less than three (3) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Each lease shall be in writing and shall specifically provide that the Association shall have the right (a) to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association, and (b) to collect all rental payments due to the Unit Owner and apply same against unpaid assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. In addition to any other remedies the Association may have, if the notice to the Association herein required is not given, then at any time after receiving knowledge of a lease affecting a Unit, whether written or otherwise, the Association, at its election and without notice, may levy a fine against the Unit with a penalty not to exceed Twenty Dollars (\$20.00) per day for non-compliance, with a maximum fine of One Hundred Dollars (\$100.00) unless a greater sum is hereafter permitted by the Condominium Act. The Association shall have the option to require any lessee to post a deposit with the Association, to be held in escrow, not in excess of one month's rent, as security for damage to the Common Elements or Association Property. Notwithstanding the foregoing, until such time as the Developer sells all of the Units in the Condominium, the Developer reserves the right to lease any and all Units held and/or owned by Developer without restrictions.

NOTE:

~~Strikethrough words~~ are deletions to the existing text  
Underlined words are additions to the existing text

Record & Return to:  
LandAmerica - Cecile Emminger  
8928 Brittany Way  
Tampa, FL 33619  
File # 7-054123

**DECLARATION OF CONDOMINIUM**

**FOR**

**VILLAGE EAST, A CONDOMINIUM**

THIS IS NOT AN  
OFFICIAL COPY

Dated: March 17, 2006

Prepared by:

Alan L. Gabriel, Esq.  
KATZ, BARRON, SQUITERO, FAUST  
100 N.E. Third Avenue, Suite 280  
Ft. Lauderdale, Florida 33301

**DECLARATION OF CONDOMINIUM  
FOR  
VILLAGE EAST, A CONDOMINIUM**

**TABLE OF CONTENTS**

	Page
<b>Article 1 -- DEFINITIONS</b> .....	1
1.01 "Articles".....	1
1.02 "Assessment".....	1
1.03 "Association" or "Corporation".....	1
1.04 "Board of Directors" or "Board".....	1
1.05 "Bylaws".....	1
1.06 "Common Elements".....	1
1.07 "Common Expenses".....	1
1.08 "Common Surplus".....	1
1.09 "Condominium," "the Condominium," or "this Condominium".....	2
1.10 "Condominium Buildings".....	2
1.11 "Condominium Parcel".....	2
1.12 "Condominium Property".....	2
1.13 "Condominium Unit".....	2
1.14 "County".....	2
1.15 "Declaration" or "Declaration of Condominium".....	2
1.16 "Developer".....	2
1.17 "Improvement".....	2
1.18 "Limited Common Elements".....	2
1.19 "Management Company".....	2
1.20 "Members".....	2
1.21 "Mortgage".....	2
1.22 "Mortgages".....	2
1.23 "Operation" or "Operation of the Condominium".....	2
1.24 "Person".....	2
1.25 "Rules".....	3
1.26 "Unit" or "Condominium Unit".....	3
1.27 "Unit Owner" or "Owner".....	3
1.28 "Utility Service".....	3
<b>Article 2 -- THE CONDOMINIUM</b> .....	3
2.01 <u>Condominium Name</u> .....	3
2.02 <u>Condominium Parcels</u> .....	3
<b>Article 3 -- USE RESTRICTIONS</b> .....	4
3.01 <u>Restrictions</u> .....	4
3.02 <u>Rules and Regulations</u> .....	6
3.03 <u>No Implied Waiver</u> .....	7
3.04 <u>Exculpation for Action</u> .....	7
3.05 <u>Extended Meaning of Owner</u> .....	7
3.06 <u>Remedies for Violation</u> .....	7
<b>Article 4 -- COMMON ELEMENTS</b> .....	7
4.01 <u>Common Elements</u> .....	7
4.02 <u>Unit's Share of Common Elements</u> .....	8
4.03 <u>Restraint upon Separation and Partition of Common Elements</u> .....	8
<b>Article 5 -- LIMITED COMMON ELEMENTS</b> .....	8
5.01 <u>Description of Limited Common Elements</u> .....	8
5.02 <u>Maintenance and Insurance of Limited Common Elements</u> .....	9
5.03 <u>Easements</u> .....	10
5.04 <u>Rights to Grant Easements</u> .....	11
<b>Article 6 -- DESCRIPTION OF CONDOMINIUM PROPERTY AND AMENDMENT TO PLANS</b> .....	11

THIS IS NOT AN OFFICIAL COPY

6.01	<i>Property Submitted to Condominium Ownership</i>	11
6.02	<i>Amendment to Plans</i>	12
<b>Article 7 -- AMENDMENT OF DECLARATION</b>		
7.01	<i>Requirements for Amending Declaration</i>	12
7.02	<i>Developer Amendments</i>	12
7.03	<i>Severance of Provisions</i>	13
<b>Article 8 -- MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; OWNERSHIP OF COMMON ELEMENTS</b>		
8.01	<i>Membership</i>	13
8.02	<i>Co-Ownership of Units</i>	13
8.03	<i>Voting Membership</i>	13
<b>Article 9 -- THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES</b>		
9.01	<i>Creation of Association</i>	13
9.02	<i>Agents of Association</i>	14
9.03	<i>Powers of Association</i>	14
9.04	<i>Optional Powers of Association</i>	15
9.05	<i>Restrictions on Association's Powers</i>	16
9.06	<i>Additional Powers of Association</i>	16
9.07	<i>Requirements of Water Management and Drainage</i>	16
9.08	<i>Legal Actions by or Against Association</i>	17
<b>Article 10 -- BYLAWS</b>		
<b>Article 11 -- MAINTENANCE, LIMITATION ON UPON IMPROVEMENT</b>		
11.01	<i>Association's Maintenance Obligation</i>	17
11.02	<i>Unit Owner's Maintenance Obligation</i>	18
11.03	<i>Alteration of Common Elements</i>	18
11.04	<i>Limitation Upon Improvements</i>	18
11.05	<i>Architectural Approval</i>	18
<b>Article 12 -- COMMON EXPENSES AND COMMON SURPLUS</b>		
12.01	<i>Common Expenses</i>	18
12.02	<i>Common Surplus</i>	19
<b>Article 13 -- ASSESSMENTS</b>		
13.01	<i>Assessments</i>	19
13.02	<i>Liability for Assessments</i>	19
13.03	<i>Interest</i>	19
13.04	<i>Liens</i>	19
13.05	<i>Lien Foreclosure</i>	20
13.06	<i>Mortgagee Exemptions</i>	20
13.07	<i>Assignment of Past Due Assessments</i>	21
13.08	<i>Developer Obligations</i>	20
13.09	<i>Special Assessments</i>	21
13.10	<i>Limitation of Liability</i>	21
<b>Article 14 -- LIENS</b>		
14.01	<i>Validity of Liens</i>	21
14.02	<i>Construction Liens</i>	21
14.03	<i>Release of Lien</i>	21
<b>Article 15 -- EASEMENTS</b>		
15.01	<i>Ingress and Egress</i>	22
15.02	<i>Encroachments</i>	22
15.03	<i>Utilities</i>	22
15.04	<i>Developer Reservations</i>	22
15.05	<i>Streets, Driveways and Walkways</i>	22
15.06	<i>Surface Water Management and Drainage</i>	23
15.07	<i>Party Walls</i>	23
<b>Article 16 -- SALE, LEASE, AND DAMAGE TO CONDOMINIUM</b>		
16.01	<i>Sale</i>	23

THIS IS NOT AN  
OFFICIAL COPY



16.02	<u>Lease</u> .....	23
16.03	<u>Damage to Condominium</u> .....	24
<b>Article 17 – INSURANCE</b> .....		24
17.01	<u>Purchase of Insurance</u> .....	24
17.02	<u>Coverage</u> .....	24
17.03	<u>Premiums</u> .....	25
17.04	<u>Insurance Trustee; Shares of Proceeds</u> .....	25
17.05	<u>Distribution of Proceeds</u> .....	26
17.06	<u>Association as Agent</u> .....	26
17.07	<u>Unit Owner's Obligation</u> .....	26
<b>Article 18 – RECONSTRUCTION OR REPAIR AFTER CASUALTY</b> .....		26
18.01	<u>Determination to Reconstruct or Repair</u> .....	26
18.02	<u>Plans and Specifications</u> .....	27
18.03	<u>Responsibility</u> .....	27
18.04	<u>Estimate of Costs</u> .....	27
18.05	<u>Assessments</u> .....	27
18.06	<u>Construction Funds</u> .....	28
18.07	<u>Equitable Relief</u> .....	29
<b>Article 19 – TERMINATION OF CONDOMINIUM</b> .....		29
19.01	<u>Requirements for Termination</u> .....	29
19.02	<u>Establishing Purchase Price</u> .....	29
<b>Article 20 – RIGHTS OF MORTGAGEES</b> .....		29
20.01	<u>Right to Notice</u> .....	29
20.02	<u>General Rights of Mortgagees</u> .....	29
20.03	<u>Right of Mortgagee to Receive Financial Statement</u> .....	30
20.04	<u>Right to Cover Cost</u> .....	30
<b>Article 21 – GENERAL PROVISIONS</b> .....		30
21.01	<u>Execution of Documents Required by Government</u> .....	30
21.02	<u>Eminent Domain or Condemnation Proceeding</u> .....	30
21.03	<u>Severability</u> .....	30
21.04	<u>Developer Rights</u> .....	31
21.05	<u>Notices</u> .....	31
21.06	<u>Fines and Penalties</u> .....	31
21.07	<u>Violations and Remedies</u> .....	31
21.08	<u>Gender</u> .....	31
21.09	<u>Interpretation and Headings</u> .....	31
21.10	<u>No Public Right or Dedication</u> .....	32
21.11	<u>Constructive Notice and Acceptance</u> .....	32
21.12	<u>Parking Spaces</u> .....	33
21.13	<u>Developer Exemptions</u> .....	32
21.14	<u>No Representations or Warranties</u> .....	32
21.15	<u>Association Rights and Obligations</u> .....	32
21.16	<u>Assignment of Developer's Rights</u> .....	33
21.17	<u>Real Property Covenants</u> .....	33
21.18	<u>Priority of Project Documents</u> .....	33
<b>EXHIBIT "A" – LEGAL DESCRIPTION</b> .....		A
<b>EXHIBIT "B" -- SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS</b> .....		B
<b>EXHIBIT "C" – PERCENTAGE INTEREST IN COMMON ELEMENTS</b> .....		C
<b>EXHIBIT "D" – ARTICLES OF INCORPORATION</b> .....		D
<b>EXHIBIT "E" – BYLAWS</b> .....		E

THIS IS NOT AN OFFICIAL COPY

DEVCO, LLC, a Florida limited liability company, with offices at 1815 Cordova Road, Suite 209, Fort Lauderdale, Florida 33316 ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto (the "Property"), for itself, its successors, grantees and assigns, hereby submits the Property, as well as all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to condominium ownership, pursuant to Chapter 718, Florida Statutes, as in effect on the date of recordation hereof (hereinafter called the "Condominium Act"), excluding there from, however, all public utility installations, cable television lines and equipment, if any, owned by the Developer, and other personal property or equipment, if any, not owned by the Developer, or excluded by virtue of the terms of this Declaration.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all "Unit Owners" (as hereinafter defined). In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, including without limitation, the "Articles of Incorporation" and "Bylaws" of the "Association" (as each is hereinafter defined). Both the benefits provided and the burdens imposed shall run with each "Unit" and the interests in "Common Elements" (as each is hereinafter defined).

*Article 1*  
**DEFINITIONS**

As used in this Declaration, the Articles of Incorporation and the Bylaws attached hereto, and in all amendments thereto, unless the context requires otherwise:

1.01 "Articles" means the Articles of Incorporation of the Association which have been filed in the office of the Department of State of Florida, a copy of which is attached hereto as Exhibit "D," as such Articles may be amended from time to time.

1.02 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner, which shall include "Special Assessments" (as defined in Section 13.09 hereof) unless stated to the contrary.

1.03 "Association" or "Corporation" means Village East Condominium Association, Inc., a Florida not-for-profit corporation, responsible for the operation of the Condominium.

1.04 "Board of Directors" or "Board" means the board of directors, or other representative body responsible for the administration of the Association.

1.05 "Bylaws" means the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "E," as such Bylaws may be amended from time to time.

1.06 "Common Elements" means the portions of the Condominium Property which are not included within the Units, including Limited Common Elements, unless indicated otherwise in this Declaration, and shall include all of the items described in Article 4 hereof.

1.07 "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses, and any other valid expenses or debts of the Condominium as a whole or the Association which are assessed against the Unit Owners.

1.08 "Common Surplus" means 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 the Common Expenses.

- 1.09 "Condominium," "the Condominium," or "this Condominium," means Village East, a Condominium.
- 1.10 "Condominium Buildings" means each and all of the structures which comprise that part of the Condominium Property within which the Units are located.
- 1.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.
- 1.12 "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and other rights appurtenant thereto intended for use in connection with the Condominium.
- 1.13 "Condominium Unit." See "Unit."
- 1.14 "County" means and refers to Broward County, Florida.
- 1.15 "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.
- 1.16 "Developer" means Devco, LLC, a Florida limited liability company, and its successors and assigns.
- 1.17 "Improvement" shall mean and refer to all structures or other improvements, including all artificially created conditions and appurtenances thereto of every type and kind located within the Condominium. This shall include, without limitation, all buildings, structures, fixtures, walkways, sprinkler pipes and other apparatus, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, antennas or satellite dishes, signs, and exterior air-conditioning, and water softener fixtures or equipment, if any.
- 1.18 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
- 1.19 "Management Company" means the person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations or functions of the Association.
- 1.20 "Members" means those "Persons" (as hereinafter defined) who are entitled to membership in the Association, as described in Article 8 hereof.
- 1.21 "Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Unit which was made in favor of Developer, a bank, mortgage company, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender.
- 1.22 "Mortgages" means the Developer or a generally recognized and duly authorized institutional lender such as a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, or agency of the United States Government, which owns or holds a first Mortgage encumbering a Condominium Parcel. "Mortgagee" also includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or other well-recognized secondary mortgage investors.
- 1.23 "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.
- 1.24 "Person" shall mean and refer to any of an individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with

the legal right to hold title to real property.

1.25 "Rules" shall mean and refer to the rules and regulations which are duly adopted by the Association from time to time.

1.26 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land and/or improvements.

1.27 "Unit Owner" or "Owner" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of the County, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.28 "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the Bylaws shall include, but not be limited to, electric power, hot and cold water, trash and sewage disposal, cable television, and telephone.

Article 2

~~THE CONDOMINIUM~~

2.01 ~~Condominium Name~~ THIS IS NOT AN

The name of this Condominium is VILLAGE EAST, A CONDOMINIUM.

2.02 ~~Condominium Parcels~~ OFFICIAL COPY

The Condominium shall contain two hundred sixty-four (264) Condominium parcels, as more particularly described on Exhibit "B" attached hereto.

A. There shall pass with each Unit as appurtenances thereto:

1. An undivided share in the Common Elements, pursuant to each Unit's percentage interest in the Common Elements as set forth on Exhibit "C" attached hereto.
2. An exclusive perpetual easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
3. An undivided share in the Common Surplus.
4. Membership of the Unit Owner in the Association.
5. The use of such surface parking spaces as may be assigned for the Unit Owner's exclusive use, as further described in Section 21.13 hereof.

B. Each Unit Owner is entitled to the exclusive possession of his Unit and entitled to the use of the Common Elements, each subject to the provisions of this Declaration, and the purposes for which they are intended; provided, however, no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

C. Each Unit is identified by a specific numeric or other designation, as set forth in Exhibit "B" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces

of the perimeter walls, doors and windows of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the underside portion of the concrete ceiling (or roof with respect to the top floor) of each such unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding such Unit, nor shall the Unit Owner own pipes, wires, conduits or other utility lines running through his or her Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Each Unit Owner, however, shall own the walls and partitions which are contained within such Owner's Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper. In cases not specifically covered above and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "B" attached hereto, shall control in determining the boundaries of a Unit, except that the provisions of this paragraph shall control, unless specifically depicted and labeled otherwise on such survey.

D. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Elements shall not be included in the boundaries of the Unit and shall, therefore, be Common Elements. Further, notwithstanding anything herein to the contrary, the structural components of the Building and the "Life Safety Systems" (as hereinafter defined), regardless where located, are expressly excluded from the Units and are instead deemed Common Elements. "Life Safety Systems" mean and refer to any and all emergency lighting, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder.

E. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of all components for certain services or facilities, which services his or her Unit, including, without limitation, the heating, ventilation and air conditioning system, water heater, and all appliances.

F. Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with the Rules of the Association, pursuant to the terms of this Declaration.

**Article 3**  
**USE RESTRICTIONS**

3.01 Restrictions

The Condominium Property shall be held, used and enjoyed subject to all of the terms, provisions, conditions, limitations and restrictions set forth in this Declaration, including, without limitation, all of this Article 3 (the "Use Restrictions"); provided, however, each of the Restrictions listed in this Article 3 or elsewhere in this Declaration may be further amplified and/or limited by the Rules promulgated by the Board from time to time. Each of the Use Restrictions stated hereinafter may be regulated, enforced, or waived by the Association, through its Board or its designees. Each use of the Board in this Article 3 shall include its designees, unless specifically prohibited in this Declaration or under Florida law. Except for Paragraph M below, all of the Use Restrictions contained in this Article 3, as well as any of the Rules promulgated by the Board from time to time applicable to this Article 3, shall apply to Developer, or any property owned by Developer.

A. Improvements and Other Improvements. No structures or Improvements of any kind, including, but not limited to, any building, wall, fence, sign, mailbox, swimming pool, tennis court, basketball basket, driveway, sidewalk, sewer, drain, water area, or outside lighting, shall be erected, placed, or maintained on any portion of the Condominium Property, including any of the Common Elements.

B. Parking. Surface parking shall be permitted only at such locations specifically designated by Developer or the Board, or as otherwise permitted in accordance with Section 21.13 hereof and the Rules, as

amended from time to time. Assigned parking spaces shall be deemed Limited Common Elements of each of the Units and assignable thereafter pursuant to Article 5 hereof, or elsewhere in this Declaration. Attached garages and the tandem surface parking spaces in the front of the garages, as may be applicable, are for the exclusive use of the Owner or occupant of a Unit which contains a garage as a part of the Unit.

C. Signs. No sign, advertisement, notice, or other lettering shall be displayed on any portion of the Condominium Property unless the placement, content, form, size, lighting and time of placement of such sign be first approved by the Board. No "sales" or "rental" signs may be displayed at any time by any Unit Owner, except for notices posted within an area designated by the Board. No flashing signs, backlit signs, or flags shall be permitted, except as to those required under laws then applicable.

D. Automobiles, Commercial Vehicles and Boats. No vehicles shall be repaired within the Condominium, except on an emergency basis. No vehicle shall be left within the Condominium for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be properly registered and licensed, a current tag to be affixed to the vehicle and shall be equipped with effective sound muffling devices. No boats or watercraft shall be stored overnight within the Condominium, unless such boat or watercraft is fully enclosed within a garage. The Association may, but shall not be obligated to, designate certain portions of the Common Elements, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers, pursuant to Section 21.13 hereof. The Association shall have the authority to formulate appropriate and reasonable Rules concerning the use of any such parking areas, including reasonable charges therefor.

E. Pets and Animals. Pets belonging to Owners, or those occupying Units through the authority of Owners, will be allowed to reside within the Units, subject to the following further restrictions: (i) only common household pets may be kept in a Unit; (ii) no pet shall be permitted outside a Unit except on a leash and at all times under the control of its Owner; (iii) no other animals, livestock or poultry of any kind shall be kept on any portion of the Condominium Property; (iv) no pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (v) no pets shall be allowed to constitute a nuisance; (vi) each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle; (vii) no Unit shall be occupied at any time by more than two (2) pets; and (viii) each Owner shall walk his pet only in areas designated by the Board, from time to time, as "Pet Walk Areas". The Board shall have the right to promulgate Rules further restricting the keeping and walking of pets. Notwithstanding the foregoing, no Owner shall be permitted to maintain in its Unit a bull terrier (pit bull or pit bull mix) or any other dog or dogs of mean or of a violent temperament or otherwise evidencing such temperament. Each Owner, by acquiring a Unit, agrees to indemnify the Developer, the Association and the Board and hold them harmless against any loss or liability resulting from said Owner's, its family members' or lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner shall remedy the problem or upon written notice from the Association, the Owner may be required to permanently remove the pet from the Condominium.

F. Nuisances. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor any noxious odors permitted within or about, nor may anything be done within any portion of the Condominium, which can be reasonably construed by the Board to constitute a nuisance, public or private in nature. No Owner shall make himself or permit his family, agents, visitors, tenants, or invitees to make any disturbing noises, including, without limitation, any unreasonable playing of musical instruments, television, radio, or stereo, within the Owner's Unit, in such a manner as to disturb or annoy other Owners. Any hazardous activity permitted or undertaken by any Owner within any portion of the Condominium shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board prior to commencing any such hazardous activity.

G. Mailboxes. No Owner shall alter or replace the mailbox serving his Unit without the prior written consent of the Board. Developer has constructed a mailbox area, which contains mailboxes serving all of the Units.

H. Removal of Sod and Shrubbery. No sod, topsoil, plants, trees or shrubbery shall be removed from any portion of the Condominium, including all of the Common Elements, without the prior written

consent of the Board.

I. Garbage and Trash Containers. All garbage, trash containers and the like shall be located and placed in Board approved receptacles or in such manner as not to be visible from streets. If available, the Association shall employ the services of a company or franchisee, either privately owned or by the County, for the removal of all refuse, provided the cost and frequency for such services is reasonably similar to other private companies in the area.

J. Areas Outside Units. No trash or garbage cans, supplies, milk bottles, or other articles not designed and intended as outdoor amenities shall be placed or stored on patios, balconies, or any sidewalks adjacent to a Unit. No trash or garbage containers shall be placed on the exterior of walls, doors, patios, breezeways, windows or roof, unless approved in writing by the Board. No indoor/outdoor carpeting shall be permitted to be installed on any patio or balcony area within the Condominium. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. All newspapers delivered to a Unit shall be brought inside each Unit daily and shall not be permitted to accumulate.

K. Agents of Association. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such employee or agent of the Association is an officer or director of the Association acting outside of the scope of such party's authority.

L. Emergencies. In case of any catastrophe or other emergency originating in or threatening any Unit, the Board or any individual authorized by it, shall have the immediate right, but not the obligation, to enter any Unit for the purpose of remedying or abating the cause of such catastrophe or emergency, at the Board's discretion, notwithstanding that the Owner of such Unit is present at the time of such catastrophe or emergency.

M. No Interference with Construction. Neither the Association nor any Owner shall interfere with or impede any of Developer's development, construction and marketing activities within the Condominium, so long as Developer or its agents, contractors, licensees or invitees shall be performing same.

N. Business Use. Units shall be used for residential purposes only. The rental of Units for residential occupancy shall not be deemed a commercial activity and is permitted, subject to the limitations imposed by Article 16 hereof.

O. Environmental Compliance. No Unit Owner shall maintain, handle, store, use or employ any Unit with any "hazardous waste" and shall, at all times, comply with all environmental laws, whether local, state or federal. The term "hazardous waste" shall include any substance, toxic waste or chemical pollutant, or similar environmental hazard which is deemed as such by any of the laws applicable to same.

P. Sound Deadening for Flooring. In all instances where any Owner or any Unit occupant intends to install a hard and/or heavy surface floor covering within any portion of the Unit, such as tile, marble, wood, terrazzo or such similar substances, then such Owner or Unit occupant must first install a sound insulating material which has an impact isolation coefficient of at least 50, which must be documented by written confirmation of same provided to the Association and subject to the Association's approval thereof. Such approval shall be provided by the Board of Directors or, if applicable, the Association's Architectural Review Committee. The Association, through its Board or ARC (as defined in Section 3.04 hereof) shall establish applicable standards and structural requirements pursuant to this paragraph. All Unit Owners shall be held strictly liable for violation of the provisions hereof and for all damages resulting there from, and the Association has the absolute right to require immediate removal of any floor coverings in violation hereof. The Board or the ARC shall also have the right, at its discretion, to similarly require the installation of such sound deadening material within any terrace or balcony of the Condominium.

3.02 Rules and Regulations

The Board, in accordance with the Bylaws, shall have the right to promulgate and impose Rules and thereafter to modify, alter, amend, or terminate any of the same with respect to the use, operation and enjoyment of

the Condominium Property, including any Improvements located thereon. No portion of the Condominium shall be used or subjected to a violation of any applicable Rule.

3.03 No Implied Waiver

The failure of the Board to object to an Owner or another Person's failure to comply with the Restrictions contained herein shall in no event be deemed a waiver by the Board, or any other Person having an interest herein, of its right to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

3.04 Exculpation for Action

The Board or any designated "Architectural Review Committee" (the "ARC"), if applicable, may grant, withhold or deny its consent or approval in any instance where such is permitted or required without any liability of any kind therefore so long as the Board or ARC is acting in good faith, on behalf of the Association, in seeking to preserve what it deems as the "Community-Wide Standard" of the Condominium.

3.05 Extended Meaning of Owner

All restrictions in this Article 3 which refer to "Owners" shall be construed to include any other Person occupying an Owner's Unit, including the Owner's family members, agents, tenants, licensees, invitees or guests. Failure of an Owner to notify any Person of the existence of the covenants, restrictions, easements and other provisions of this Declaration shall not in any way act to limit or divest the right of enforcement of these provisions against the Owner or such Person.

3.06 Remedies for Violation

Each Unit Owner, his or her family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

**Article 4**  
**COMMON ELEMENTS**

4.01 Common Elements

Common Elements include all of the following:

- A. The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.
- B. Any portion of the Condominium Property which is not included within the Units, which shall include, inter alia, landscaped areas, paved streets, paved parking areas, and driveway areas, guest parking areas, walkways, paths and trails, the trash compactor and maintenance building and any common recreational facilities, all of which are noted on the Survey, Plot Plan and Graphic Description of Improvements attached hereto as Exhibit "B," as amended from time to time.
- C. The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing such installation(s).
- D. An easement of support which is hereby created in every portion of a Unit which contributes to the support of a Condominium Building.



E. Easements over, under, across, and through Units and the Common Elements, pursuant to Section 5.03 hereof:

F. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

G. Any breezeways, foyers, doors, stairwells, alarm systems, access systems, or security systems not contained within a specific Unit;

H. All pipes, lines, wiring, facilities and conduits located within the walls which bound and are contained within a Unit and which provide services to more than one Unit; and

I. Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

4.02 Unit's Share of Common Elements

Each of the Units has an undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit and is based upon the total square footage of each Unit in uniform relationship to the total square footage to each of the Units in the Condominium as set forth on the schedule set forth on Exhibit "G" attached hereto, as may be amended from time to time.

4.03 Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated there from and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie, except as provided herein with respect to termination of the Condominium.

**Article 5**  
**LIMITED COMMON ELEMENTS**

5.01 Description of Limited Common Elements

To the extent applicable and subject to the provisions of this Declaration, each Unit may have as Limited Common Elements appurtenant thereto such portions of the Common Elements as are defined herein and/or shown on the Condominium Survey and Plot Plan, attached as Exhibit "B" attached hereto, including, but not limited to: (a) conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular Unit; (b) the mailbox assigned to a particular Unit which shall be located within the Condominium Property; (c) the sub-meters for water and associated sewer charges to the individual Units that they serve; and (d) the covered patios, lanais, enclosed garages, tandem surface parking space located in front of a garage, and other portions of the Condominium specifically designated and delineated as Limited Common Elements on Exhibit "B," and as more specifically set forth below. The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws, any rules and regulations duly promulgated by the Association, and local, state, and federal statutes and ordinances.

With respect to the automobile parking areas, including garages:

(i) Developer hereby reserves the right to assign, with or without consideration, the exclusive right to certain of the surface parking spaces, located within the Common Elements of the Condominium, whereupon those spaces assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the public records of the County, but, rather, shall be made by way of an assignment document placed in the official records of the Association. Following assignment to a Unit

by the Developer, a Unit Owner may reassign the Limited Common Element surface parking space to any other Unit, or to a subsequent purchaser or successor-in-title, by written instrument delivered to, and held by, the Association. The maintenance of any Limited Common Element surface parking space shall be the obligation of the Association.

(ii) The surface parking spaces of the Condominium are Limited Common Elements of the Condominium and are set forth in Exhibit "B" attached hereto. One or more surface parking spaces may be assigned to a Condominium Unit as a Limited Common Element. Such parking spaces shall initially be assigned by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of a surface parking space to a Unit. Any surface parking spaces that have not been assigned by the time Developer has sold all Units owned by it will remain Common Elements. The Association may promulgate rules and regulations regarding the transfer of surface parking spaces among Unit Owners.

(iii) Parking spaces that have not yet been assigned shall be used by the Developer for prospective Unit purchasers and such other parties as the Developer may reasonably determine, so long as the Developer has Units for sale.

(iv) No parking space or storage space shall bear the same identifying number as any other parking space.

(v) Garages attached to applicable Units and the tandem spaces located in front of the garages shall be deemed a Limited Common Element of the Unit to which it is attached. The maintenance of any Limited Common Element garage shall be the obligation of the Unit Owner, and all required insurance for the personal property located therein, shall be the sole responsibility of the owner of the Unit to which it is a part of. Should a respective Unit Owner fail to maintain their attached garage in accordance with the terms and provisions of this Declaration, the Association shall maintain the garage in accordance with Section 5.02 hereof.

(vi) Owners may only allow their garage space, tandem parking space(s) and surface parking space(s) to be used by a residing tenant of their Unit.

#### 5.02 Maintenance and Insurance of Limited Common Elements

A. Maintenance. The Association is obligated to maintain, repair or replace all of the structural components of the Limited Common Elements, including, but not limited to, concrete slabs and walls of any patio, lanais, or balcony areas and any railings placed thereon. The expense of such structural components shall be treated and paid for as a part of the Common Expenses, except that: (i) any day-to-day maintenance, repairs or replacements placed or installed on or within any Limited Common Elements, by an individual Unit Owner shall be chargeable against such individual's Unit and shall be promptly reimbursed by such Unit Owner to the Association; and (ii) if an Owner is permitted by the Board or ARC, pursuant to Sections 3.04 and 11.05 hereof, to upgrade or improve any Limited Common Element, then such upgrade or improvement must thereafter also be maintained by such responsible Unit Owner(s). Any damage to the Condominium, including Units or other Limited Common Elements caused by or resulting from any upgrade or improvement to an Owner's Unit shall be promptly repaired or replaced by the Owner(s) causing such damage. Exterior surfaces of patios and balconies, together with doors, windows, skylights and casings and framing therefore, shall be Limited Common Elements appurtenant to the Unit which they adjoin.

B. Insurance. Each Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture or the like installed and/or placed upon or within the Limited Common Elements appurtenant to such Owner's Unit, as well as any other improvements located within such Limited Common Elements, and the Association shall not have any duty or obligation to do so. Notwithstanding anything contained in the foregoing to the contrary, the Association shall have the sole obligation of maintaining adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property.

5.03 Easements

The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services: Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to all applicable governmental entities over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any and all portions of the Condominium Property.

(c) Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of improvements, (ii) settling or shifting of the improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or the Developer, as appropriate, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Maintenance. Until the Developer no longer holds units for sale or when the unit owners have assumed control of the Association, whichever occurs first, the Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales and Management Activities. Until such time as the Developer has conveyed all Units to third parties, the Developer, its designees, successors and assigns, shall have the right to use any unsold Units and parts of the Common Elements for Unit models; sales, management and construction offices; to show model Units and the Common Elements to prospective purchasers and, if applicable, tenants of Units; and to erect on the Condominium Property signs, banners, flags, and other promotional and marketing material and instruments to advertise or promote Units for sale or lease. All such marketing or promotional materials and instruments shall belong to the Developer and may either be removed by Developer at any time or at Developer's sole discretion, may be transferred or conveyed to the Association, which shall accept such transfer or conveyance.

(g) Facilities and Services. Easements are reserved over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements.

(h) Condominium Survey and Plot Plan. All easements described or shown on the Condominium Survey and Plot Plan, attached hereto as Exhibit "B."

(i) Developer Activities. Until such time as the Developer sells all of the Units in the Condominium, the Developer reserves the right to utilize various portions of the Common Elements or the uncompleted Units in connection with such construction and development of the Condominium. No Unit Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the Condominium and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees, its successors or assigns. Notwithstanding the foregoing, Developer's rights to the common elements shall terminate upon transfer of Association control, or when Developer ceases to offer units for sale, whichever occurs first.

(j) Association Easement. A perpetual, non-exclusive easement is hereby granted to the Association and its successors and assigns over, across, under and through the Condominium Property for the purpose of permitting the Association to perform its obligations hereunder. Such easement shall permit access to the Units upon reasonable prior notice, except that no notice shall be required in the event of an emergency.

A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in this Article 5, or as otherwise contemplated pursuant to the Declaration, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration, or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

5.04 Rights to Grant Easements

Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, service or other easements pertaining to access in and through the Condominium Property or the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and for Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

Article 6

DESCRIPTION OF CONDOMINIUM PROPERTY  
AND AMENDMENT TO PLANS

6.01 Property Submitted to Condominium Ownership

The legal description of the Property hereby submitted to condominium ownership is set forth on Exhibit "A" attached hereto and made a part hereof. A survey of the Property, as well as a Plot Plan and Graphic Description of the Improvements for the Condominium, are described on Exhibit "B" attached hereto. The identification, location

and dimensions of each Unit, the Common Elements, and Limited Common Elements appear on Exhibit "B" to this Declaration. Together with this Declaration, Exhibit "B" includes sufficient detail to identify each Unit, the Common Elements and Limited Common Elements, and provides accurate representations as to their locations and dimensions.

6.02 Amendment to Plans

A. The Developer shall have the right, without the consent or approval of the Board or other Unit Owners to (a) make alterations, additions, or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), and (b) provide additional and/or expand and/or alter recreational or other commonly used facilities. Without limiting the generality of the foregoing, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to: (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) change the layout or number of rooms in any Developer owned Units. In making the above alterations, additions and improvements, the Developer may relocate or alter Common Elements adjacent to such Units, provided that such relocation or alteration does not materially and adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer.

B. The Amendment of this Declaration reflecting authorized alteration of plans by Developer as provided in this Section 6.02 above need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not their joinder is elsewhere required for other amendments.

THIS IS NOT AN  
OFFICIAL COPY  
Article 7  
AMENDMENT OF DECLARATION

7.01 Requirements for Amending Declaration

Except as otherwise restricted herein or in the Condominium Act, this Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the Bylaws by the affirmative vote of Unit Owners owning not less than seventy-five percent (75%) of the Units represented at any meeting at which a quorum has been attained; provided that in all instances hereunder not less than a majority of total voting interests of the "Membership" (as defined in Section 8.01 hereof) shall have voted in connection with such Amendment(s). All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of the County; provided, however, that unless otherwise provided in this Declaration:

A. No amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, unless the record owner thereof and all Mortgagees thereon shall join in the execution of such amendment;

B. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee; and

C. No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

7.02 Developer Amendments

Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend the Declaration and any Exhibits hereto, though limited by the requirements of Section 718.110, Florida Statutes, and which exclusive rights shall continue for such period of time as the Developer shall own and market any Units in the ordinary course of business; provided, however, that no such amendment by the Developer shall impair or prejudice

the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee and no change shall, in the reasonable determination of Developer, materially and adversely affect the use and ownership rights of Unit Owners without such Owner's consent. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments, except as provided in this Article 7, and limited by the requirements of Section 718.110, Florida Statutes.

7.03 Severance of Provisions

Invalidation of any part of this Declaration, any provision contained in any plat or site plan approval of the Condominium Property, or in a conveyance of a Unit in the Condominium by judgment, court order or law, shall not affect any of the other provisions hereof which shall remain in full force and effect.

**Article 8**

**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; OWNERSHIP OF COMMON ELEMENTS**

8.01 Membership

Every Owner of a Unit, including Developer, shall be a Member of the Association (hereinafter referred to as the "Membership"). Membership in the Association shall be appurtenant to and may not be separated from the Unit. Ownership of a Unit shall be the sole qualification for Membership in the Association.

8.02 Co-Ownership of Units

When more than one Person owns an interest in any Unit (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Unit is entitled. All Co-Owners of each Unit shall designate in writing to the secretary of the Association one of their number to so vote the interests of their Unit. Fractional votes shall not be allowed. The vote for each Unit shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Unit shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Unit. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Unit and shall be entitled to all benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any amendment to this Declaration, and in the Articles and Bylaws (to the extent applicable). If a Unit is owned by a corporation or other entity, the individual entitled to vote for the Unit shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association.

8.03 Voting Membership

The Association shall consist of all Unit Owners, including Developer, each of which shall be entitled to one (1) vote, in accordance with the Bylaws, for each Unit they own.

**Article 9**

**THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES**

9.01 Creation of Association

The operation of the Condominium shall be vested in the Association, with its affairs and decisions to be conducted by the Board of Directors, except as permissibly delegated to the ARC or any other committee engaged by the Board pursuant to Florida law. The Association has been organized as a Florida corporation not for profit and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "D." Unit Owners shall only have such powers or rights of approval or consent as is expressly specified herein, the Articles or Bylaws, or in the Condominium Act.

9.02 Agents of Association

No Unit Owner, except an officer, director, or duly appointed agent of the Association, shall have any authority to act for the Association.

9.03 Powers of Association

The powers and duties of the Association shall include those powers set forth in the Articles, the Bylaws, the Condominium Act (inclusive of those changes or amendments subsequent hereto which broaden or increase any rights or powers given to condominium associations, generally), and this Declaration shall include, but not be limited to, the following:

A. The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible there from or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

B. The power to levy and collect Assessments from Unit Owners to pay Common Expenses and to lease, maintain, repair and replace the Common Elements.

C. The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

D. The power to enter into contracts with a Management Company for the maintenance, management, operation, repair and servicing of the Condominium Property and administration of the Association. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain, preserve, repair and replace the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his or her acceptance of the deed to his or her Unit, shall bind the Owner, as well as the Owner's heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if the Unit Owner had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Directors and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

E. The power to adopt reasonable Rules for the maintenance and conservation of the Condominium, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

F. The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

G. The power to obtain and maintain adequate insurance coverage to protect the Association and the Common Elements, to the extent deemed necessary or desirable by the Board of Directors, which shall include the right to self-insure against one or more risks, at the option of the Board.

H. Conducting business of the Association, including, but not limited to, administrative

services such as legal, accounting and financial, and communication services such as informing Unit Owners of activities, notice of meetings, and other important events.

I. Maintenance of surface and subsurface drainage facilities and easements affecting the Condominium Property, in accordance with Article 7 hereof, except if required by any governmental authority to transfer such obligations to one or more other parties.

The Board may adopt hurricane shutter specifications for each building within the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with applicable building codes and ordinances. Notwithstanding any provision to the contrary herein, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements, pursuant to this Declaration or in accordance with Section 718.113, Florida Statutes.

9.04 Optional Powers of Association

The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights to perform same:

- A. Lighting of roads, sidewalks and walks and paths throughout the Project.
- B. Fire protection and prevention.
- C. Garbage and trash collection and disposal.

D. Surveillance and monitoring of the Condominium Property, including, but not limited to, maintenance of electronic and other protective devices, or employment of such personnel within the Condominium Property, as determined by the Association from time to time. The Association shall not be held liable for injury, loss or damage by reason of their failure to provide adequate monitoring or access control, or the ineffectiveness of any such measures undertaken, as determined by the Association from time to time. All Unit Owners, including their families, tenants, guests and invitees, acknowledge that neither the Developer, the Association, nor any committee established by the Association, shall be liable for or insure against any injury, loss or damage suffered by any Unit Owner, including its family, tenants, guests and invitees. All Unit Owners, including their families, tenants, guests and invitees, assume all risk of injury, loss or damage suffered or caused, whether to their person, or Units (including contents thereof) and acknowledge that neither Developer nor the Association has made any representations or warranties, express or implied, to any Unit Owner, including the Unit Owner's family, tenants, guests and invitees, concerning any security measures recommended or undertaken.

E. Installation, operation and maintenance of utility facilities, including, without limitation, cable television or other communication systems or facilities throughout any portion of the Common Elements within the Condominium Property.

F. Such other services as are authorized in the Articles or Bylaws.

G. Cleanup, landscaping, maintenance, water treatment or other care of roads, public rights of way, or other property (public or private) adjacent to the Condominium Property to the extent such care would, in the reasonable determination of the Board of Directors, be beneficial to the Condominium Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

H. All repair, replacement and maintenance of any kind whatsoever of any property, real or personal (including, without limitation, landscaping, painting, paving, and care of water or drainage systems), located on any Condominium Property (excluding the Units), so long as such maintenance is reasonably deemed by the



Board of Directors to be of sufficient benefit to the Condominium and in the best interests of the Association to warrant its cost being borne by the Association.

I. Emergency repairs and other work throughout the Condominium reasonably necessary for its proper upkeep, maintenance and continued operation.

9.05 Restrictions on Association's Powers

Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

A. By act or omission seek to abandon or terminate the Condominium (except as provided in Article 19 hereof);

B. Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

C. Partition or subdivide any Unit;

D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause); and

E. Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

9.06 Additional Powers of Association

In addition to those other responsibilities specified in the Articles or Bylaws, the Association or its Management Company, if applicable, shall be required to provide certain services to the Unit Owners and/or Condominium Property, as and when deemed necessary or appropriate by the Board of Directors, and the Association, including its contractors, agents and employees, shall have easement rights necessary to perform same:

A. All repair, replacement and maintenance of any kind of the Common Elements and Limited Common Elements, including, without limitation, all painting, remodeling and restoration to all Condominium Property and landscaping thereon, as and when deemed necessary by the Board of Directors. The Association is also responsible for the repair, replacement and maintenance of the exterior portions of all Units (excluding windows and doors), including the roof.

B. Maintenance of any and all landscaped areas within the Common Elements and Limited Common Elements, as well as all streets, roads, driveways, sidewalks, paths and entry features throughout the Condominium Property which have not been dedicated to the public or any governmental body, including, without limitation, landscaped buffers and recreational areas contained therein, buffer parcels, open spaces and entry parcels, inclusive of maintaining all irrigation equipment wherever placed within the foregoing, as time to time required by governmental authorities or at the election of the Association. The Board of Directors shall be entitled to determine, in its sole discretion and without notice to any Unit Owner, the time of day or night that various portions of the Common Elements and Limited Common Elements will be irrigated.

9.07 Requirements of Water Management and Drainage

The surface water management and drainage system for the Condominium Property, excluding any portion thereof which may be owned by the County, or other governmental authority, or their respective successors and

assigns (hereinafter collectively referred to as the "Water Authority"), is one integrated system throughout the Condominium Property, and accordingly, shall be deemed part of the "Common Elements," as defined in this Declaration. A perpetual easement is hereby created over the Common Elements and over all drainage easements wherever located throughout the Condominium Property, whether said drainage easements are now in existence or are hereafter created, all in favor of the Association, including its agents or other designees, and in favor of the Unit Owners, its tenants, guests, invitees and designees, from time to time, for surface water drainage and of the installation and maintenance of the surface water management and drainage system for the Condominium Property; provided, however, that such easement shall be subject to improvements constructed within the Condominium Property as permitted by controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of the Water Authority and/or any other controlling governmental authority. The Association shall maintain the entire surface water management and drainage system within the Condominium Property (including any portion thereof owned but not maintained by the Water Authority) including, but not limited to, all swale areas, retention areas, culverts, pipes, pumps, catch basins and related appurtenances regardless of location or whether owned by the Association. Notwithstanding the foregoing, the Association will have the right, but not the obligation, to maintain any portion of the surface water management and drainage system for the Condominium Property which is owned and/or maintained by the Water Authority or any other controlling governmental authorities subject to the requirements of the Water Authority.

9.08 Legal Actions by or Against Association

In accordance with Section 718.111(3), Florida Statutes, the Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. Such powers include the power to institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matter of common interest to most or all Unit Owners. To that end, general funds of the Association may be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action for, but not limited to, (i) the imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 13 hereof, (ii) the collection of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, (v) actions instituted against the Association, and (vi) counterclaims brought by the Association in proceedings instituted against it. All expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

Article 10

BYLAWS

The administration of the Association and the operation of the Condominium Property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "E." No modification of or amendment to these Bylaws shall be deemed valid unless duly adopted as provided in the Bylaws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. Although an amendment to the Bylaws must be recorded as an amendment to this Declaration, as aforesaid, amendments to the Bylaws shall not require the approval otherwise required for amendments of this Declaration as set forth in Section 6.02 and Article 7 hereof. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any Mortgage covering any Condominium Parcel.

Article 11

MAINTENANCE: LIMITATION UPON IMPROVEMENT

11.01 Association's Maintenance Obligation

The maintenance of the Common Elements, Limited Common Elements and any property adjacent to the Condominium Property benefiting the Association, shall be the responsibility of the Association; provided, however, that the Association shall not be responsible for the maintenance of (a) any air conditioning compressor or other component or utility service that serves a particular Unit, and (b) any additional Unit Owner maintenance obligations

set forth in Section 5.02 hereof, which responsibilities shall, instead, be borne solely by the Owner of such Unit. Any such compressor or component shall be part of the Unit which it serves and not a Common Element.

**11.02 Unit Owner's Maintenance Obligation**

Each Unit Owner shall be responsible for maintaining his or her Unit, except in such instances that the Association shall be responsible therefore, in accordance with this Declaration. Unit Owners are required to maintain, in good working order and without visible defects, all windows and screens, as well as sliding glass doors, for each of the Units.

**11.03 Alteration of Common Elements**

There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except (i) pursuant to Articles 5, 6 or 7 of this Declaration, or (ii) the Board of Directors exercising its right to make alterations or additions to the Common Elements or Limited Common Elements if such alterations or additions are recommended by the Board and approved by a majority of Owners in the Condominium present at a duly called meeting of Unit Owners at which a quorum is attained.

**11.04 Limitation Upon Improvements**

No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, or any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

**11.05 Architectural Approval**

No fence, wall, gate or other structure, addition or improvement may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure or improvement have been approved in writing by the Board of Directors (or the ARC, as provided in Section 3.04 hereof) as to quality, design and materials, harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Board of Directors (or its designee) shall not be required in the event that the Board of Directors (or its designee) fails to give such approval within thirty (30) days after receipt of a written request for same. In no event will such approval be unreasonably withheld nor will any charge be made therefore. Nothing contained in this Section 11.05 shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this Section shall not apply to the Developer.

**Article 12**

**COMMON EXPENSES AND COMMON SURPLUS**

**12.01 Common Expenses**

Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration, or the Bylaws. Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided on Exhibit "C" to this Declaration. The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a Common Expense; provided that such contract does not exceed a term of two (2) years, and shall otherwise be governed by the provisions of Section 718.115, Florida Statutes. The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board pursuant to Section 718.113(5), Florida Statutes, shall constitute a Common Expense and shall be collected as provided in this Declaration.

12.02 Common Surplus

Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

**Article 13**  
**ASSESSMENTS**

13.01 Assessments

The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association in the manner provided in the Bylaws, the Assessments shall include monies required for the payment of hazard and liability insurance premiums, reserves for capital expenditures and deferred maintenance. The Assessment shall initially be payable monthly in advance and shall be due on the first day of each month; provided, however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy "Special Assessments" (subject to limitations set forth in the Bylaws) against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been sufficient to pay for the Condominium's Common Elements.

13.02 Liability for Assessments

A Unit Owner, regardless of the manner in which he or she acquired title to his or her Unit, including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments which become payable while he or she is the owner of a Unit. Additionally, each Unit Owner is jointly and severally liable with the grantor for all unpaid Assessments against the latter for the Unit Owner's share of the Common Expenses up to the time of such conveyance. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

13.03 Interest

Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law, or if no such maximum is provided, then at the rate of eighteen percent (18%) per annum. The Association shall have the right to charge, at the option of the Board, an administrative late fee in addition to such interest charged hereunder, in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then finally to the delinquent Assessment. The foregoing shall be applicable, notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

13.04 Liens

The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon, as well as those liens for maintenance of Limited Common Elements pursuant to Section 718.113, Florida Statutes. Such lien shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of the County, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to any first Mortgage lien created and held by any Mortgagee. The Board of Directors may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities

established by the Condominium Act.

13.05 Lien Foreclosure

Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

13.06 Mortgage Exemptions

The liability of a Mortgagee of a first Mortgage of record, or other purchaser of a Condominium Parcel, including their successors or assigns, who obtains title to the Condominium Parcel by purchase at the public sale resulting from the first Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder (unless the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by, the Mortgagee), or as a result of a deed given such Mortgagee in lieu of foreclosure, for the unpaid Assessments which became due prior to acquisition of title is limited to the lesser of:

A. The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

B. One percent (1%) of the original mortgage debt.

Such acquirer of title and its successors and assigns shall not be liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel or chargeable to the former Unit Owner of the Parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that was recorded prior to the recording of the foreclosed Mortgage, or otherwise permitted by Section 718.116(5)(a) of the Condominium Act. The unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. The party acquiring title shall pay the amount owed to the Association, pursuant to this Section 13.06, within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section 13.06, and pursuant to Section 718.116, Florida Statutes, concerning the collection of unpaid Assessments. Any Mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

13.07 Assignment of Past Due Assessments

To the extent permitted by applicable law, the Association, acting by and through its Board of Directors, shall have the right to assign the collection of past due assessments to any Unit Owner, group of Unit Owners or any third party.

13.08 Developer Obligations

Except as provided in Section 13.06 above, no Unit Owner, including the Developer, may be excused from the payment of his or her proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment.

13.09 Special Assessments

In addition to the periodic Assessments authorized in Section 13.01 above, the Board may levy in any fiscal year, in accordance with the Bylaws, a Special Assessment on a one time basis, but on one or more occasions, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an Improvement or other capital improvement upon the Common Elements, including fixtures and personal property related thereto, or for defraying any other extraordinary Common Expenses of the Association, including shortfalls in Common Assessments (hereinafter referred to as "Special Assessments"); provided, however, any such Special Assessment in excess of Twenty-Five Thousand Dollars (\$25,000) shall require the consent of at least sixty-seven percent (67%) of the votes of Members present and entitled to vote, in person or by proxy, at a duly called special or annual meeting of Members.

13.10 Limitation of Liability

The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against each Owner from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

OFFICIAL COPY

14.01 Validity of Liens

Subsequent to the recording hereof and while the Condominium Property remains subject hereto, no liens of any nature shall be valid against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners, or by proper action of the Board.

14.02 Construction Liens

Unless a Unit Owner has expressly requested or consented, in writing, to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized, in writing, by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

14.03 Release of Lien

In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

Article 15  
EASEMENTS

15.01 Ingress and Egress

Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon sidewalks, streets, driveways, stairs, breezeways, terraces, balconies, walkways, paths and trails, and other Common Elements intended for such purposes.

15.02 Encroachments

The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. The Association shall have an easement over all Condominium Property for the maintenance and repair of any Common Element or Limited Common Element, provided such activity does not materially adversely affect the substantial use of any Unit by its Owner.

15.03 Utilities

The Condominium Property shall be subject to such easements for utilities, including cable television or other communication systems or facilities, as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Condominium Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article 15 shall recite that it is made pursuant to this Article 15.

15.04 Developer Reservations

The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole but reasonable discretion to be (i) of a nature which does not materially adversely affect the substantial use of the Common Elements by Unit Owners and (ii) necessary to consummate or facilitate the maintenance and repair or development, sale, lease or rental of any Unit or other portion of the Condominium, including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted. No charge shall be made to Developer for such use.

15.05 Streets, Driveways and Walkways

An easement shall exist for pedestrian traffic over, through and across that portion of the Common Elements improved with sidewalks, paths and walks (including grass covered open space) and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved as streets and driveways and intended for such purposes. All of such easements shall be without charge and shall be for the use

and benefit of all members of the Association, as well as the family members, agents, tenants, licensees, invitees and guests of such members. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes as provided in Section 21.13 hereof.

15.06 Surface Water Management and Drainage

The surface water management and drainage system for the Condominium Property is one integrated system and shall be deemed a Common Element. A perpetual easement is hereby created over all Common Elements for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Condominium Property as it is intended that the surface water management and drainage system to be constructed shall benefit all of the Condominium; provided, however, that such easement shall be subject to improvements constructed within the Condominium Property, as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the Condominium Property shall be developed, operated, and maintained in conformance with the requirements of the "Water Authority" (as defined in Article 9 hereof), and/or any other applicable governmental authority. If required by the Water Authority or other governmental agency, the Association shall maintain the surface water management and drainage system for the Condominium Property, including, but not limited to, swale areas, retention areas, culverts, pipes, and related appurtenances.

15.07 Party Walls

Each common wall shared by two (2) Units shall be a party wall for the perpetual benefit of and use by the Unit Owners of each respective Unit. Each such Unit and Unit Owner is hereby granted an easement for the existence of the party wall to the extent it encroaches on the adjoining Unit, whether encroachment exists as a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, the Association shall bear the responsibility to repair and maintain the unfinished surface of all party walls, as Common Elements. However, if one or more Unit Owner's negligence or willful misconduct causes damage to the party wall, such Unit Owner(s) shall bear the entire cost of repair. Each Unit Owner, as well as the Association, shall have the right to enter the adjacent Unit, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Unit Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon, in writing, by Unit Owners sharing the party wall, with a copy provided to the Association.

**Article 16**

**SALE, LEASE, AND DAMAGE TO CONDOMINIUM**

16.01 Sale

Every Unit Owner is hereby obligated to provide written notice to the Association within five (5) days after the transfer, sale or conveyance of any Unit to any other party, including intra-familiar transfers or conveyances by gift, devise or inheritance, with the name(s) of the subsequent Owner and Owner(s), address and telephone numbers, and such other reasonable information as required by the Association from time to time, including a copy of the instrument evidencing the Owner's title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may levy a fine against the Unit with a penalty not to exceed Twenty Dollars (\$20.00) per day for non-compliance, with a maximum fine of One Hundred Dollars (\$100.00) unless a greater sum is hereafter permitted by the Condominium Act.

16.02 Lease

Every Unit Owner is hereby required to provide written notice to the Association within five (5) days after



entering into a lease for the Unit. The notice shall include names and telephone numbers of the lessee, along with such other reasonable information as required by the Association from time to time. A copy of the lease shall be included with the notice to the Association. No lease shall demise any less than the entire Unit, nor shall any lease be for a period of less than three (3) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a lease affecting a Unit, whether written or otherwise, the Association, at its election and without notice, may levy a fine against the Unit with a penalty not to exceed Twenty Dollars (\$20.00) per day for non-compliance, with a maximum fine of One Hundred Dollars (\$100.00) unless a greater sum is hereafter permitted by the Condominium Act. The Association shall have the option to require any lessee to post a deposit with the Association, to be held in escrow, not in excess of one month's rent, as security for damage to the Common Elements or Association Property. Notwithstanding the foregoing, until such time as the Developer sells all of the Units in the Condominium, the Developer reserves the right to lease any and all Units held and/or owned by Developer without restrictions.

#### 16.03 Damage to Condominium

In the event a Unit Owner or any guest, tenant or family member of a Unit Owner causes any damage to the Common Elements, Limited Common Elements, or any improvements on any of them, the Association shall have the right to charge the Unit Owner and the Unit for the sums necessary to repair such damage. Such charge may be collected by the Association which shall have a "Special Lien" on the offending party's Unit to secure and enforce such charge. Such Special Lien shall be distinct from the statutory lien for Assessments, but shall operate in all respects identically to such statutory lien as set forth in Section 718.116, of the Condominium Act.

## OFFICIAL COPY

Article 17  
INSURANCE

#### 17.01 Purchase of insurance

The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance, flood insurance, or any other coverage required by the Board of Directors, insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

A. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee to the extent hereinafter described.

B. For purposes of this and the following Article, all buildings located on the Condominium Property, as described in Exhibits "A" and "B" attached hereto, shall collectively be deemed one "Building" and shall include any additional buildings as a part thereof which may hereafter become a part of this Condominium.

#### 17.02 Coverage

The following coverage shall be required:

A. Casualty covering all buildings and Improvements upon the Property described in Exhibit "A" attached hereto, which shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Directors.

Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
2. Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph 2 including, but not limited to, vandalism and malicious mischief.

B. Public liability in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverage, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

C. Worker's compensation insurance meeting all the requirements of the laws of Florida.

D. Directors and officers liability insurance, if available, and reasonably priced, in the opinion of the Board.

E. Such other insurance as the Board of Directors shall determine from time to time to be desirable or necessary, including, without limitation, such insurance as may be required under the Condominium Act or by any agency of the United States government which holds a first Mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

17.03 Premiums

Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

17.04 Insurance Trustee; Shares of Proceeds

All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear. The Association shall have the option to appoint an "Insurance Trustee" which shall be a bank or other entity in Florida with trust powers with offices in Broward County. An Insurance Trustee shall be appointed, upon the written request of any Mortgagee, to receive any proceeds in excess of Fifty Thousand Dollars (\$50,000.00). The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the below described shares, which shares need not be set forth on the records of the Insurance Trustee. If the Association fails to appoint such Trustee, the Association shall perform all obligations imposed upon such Trustee by this Declaration.

A. Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

B. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

1. When the Condominium Building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

2. When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

C. Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

17.05 Distribution of Proceeds

Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

A. Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefore.

B. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

D. Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

17.06 Association as Agent

The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a Mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

17.07 Unit Owner's Obligation

Each Unit Owner shall have the option, at the Owner's discretion to purchase public liability insurance to protect such Owner against claims due to accidents within his or her Unit, and casualty insurance on the contents within said Unit. In addition, each Owner should review the coverage of the Association to determine any additional insurance that may be advisable for such Owner to purchase.

*Article 18*

**RECONSTRUCTION OR REPAIR AFTER CASUALTY**

18.01 Determination to Reconstruct or Repair

If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Element. If the damaged improvement is a Common Element, the damaged

property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

**B. Condominium Building:**

1. Lesser damage. If the damaged improvement is the Condominium Building, and if Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors to be tenatable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

2. Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be untenatable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within sixty (60) days after the casualty, the owners of eighty percent (80%) of the Common Elements agree in writing to such reconstruction or repair.

3. In each instance of damage noted under this subparagraph B, the Unit Owners shall have the right to require reconstruction or repair of all damaged property in accordance with Section 18.02 hereof.

G. Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

**18.02 Plans and Specifications**

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property or, if not, then in accordance with plans and specifications approved by the Board of Directors and, if the damaged property is the Condominium Building, by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged Units, whose approval shall not be unreasonably withheld.

**18.03 Responsibility**

If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for prompt reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

**18.04 Estimate of Costs**

Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**18.05 Assessments**

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in the case of damage to the Units and/or the Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against all Unit Owners for damage to Units and/or Common Elements shall be in proportion to the Owners' share in the Common Elements.

18.06 Construction Funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

A. Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed Twenty-Five Thousand Dollars (\$25,000.00), the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

1. Association - Under Twenty-Five Thousand Dollars (\$25,000.00): If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

2. Association - Over Twenty-Five Thousand Dollars (\$25,000.00): If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$25,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors upon approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

3. Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

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

5. Certificate: Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect, engineer or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the Assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution or insurance proceeds to a Unit Owner; and, further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

18.07 Equitable Relief

In the event of "major damage" (as defined in Section 18.01 above) to or destruction of the Condominium Property, and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

*Article 19*

**TERMINATION OF CONDOMINIUM**

19.01 Requirements for Termination

If all Unit Owners and the holders of all liens and Mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium, or if "major damage" occurs as defined in and subject to Section 18.01 hereof, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property. All easements provided in this Declaration shall survive termination of the Condominium.

19.02 Establishing Purchase Price

If the Owners of at least eighty-five percent (85%) of the Common Elements elect to terminate, they shall have the option to buy the Units of the other Unit Owners for a period of sixty (60) days from the date of the meeting wherein the election to terminate was taken. The purchase price shall be the fair market value of the Units as of the date of said meeting as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of the same.

*Article 20*

**RIGHTS OF MORTGAGEES**

20.01 Right to Notice

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Declaration and other Condominium Documents, including the books, records and financial statements of the Association to Owners, prospective purchasers and the holders, insurers or guarantors of any first Mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

20.02 General Rights of Mortgagees

Upon written request to the Association, identifying the name and address of the Mortgagee of a Mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Mortgagee with timely written notice of the following:

- A. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first Mortgage held, insured or guaranteed by such Mortgagee;
- B. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- C. Any proposed action which would require the consent of Mortgagees holding a mortgage

encumbering a Unit; and

D. Any failure by an Owner owning a Unit encumbered by a Mortgage held, insured or guaranteed by such Mortgagee to perform his obligations under the Declaration of Condominium and other Condominium Documents, including, but not limited to, any delinquency in the payment of any Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

20.03 Right of Mortgagee to Receive Financial Statement

Any Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

20.04 Right to Cover Cost

Developer (until the turnover) and any Mortgagees shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, Developer (until the turnover) and any Mortgagees shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay insurance premiums or fidelity bond premiums or any new tax on behalf of the Association where in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to new taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Mortgagees paying insurance premiums or any new tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, legal fees.

OFFICIAL COPY  
Article 21  
GENERAL PROVISIONS

21.01 Execution of Documents Required by Government

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the County, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

21.02 Eminent Domain or Condemnation Proceeding

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give to each Mortgagee requesting same in writing, prompt written notice of any such eminent domain or condemnation proceedings.

21.03 Severability

If any provision of this Declaration, the Articles, the Bylaws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the Bylaws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

21.04 Developer Rights

If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

- A. Assessment of the Developer as a Unit Owner for capital improvements, and
- B. Any action by the Association that would be detrimental to the Developer's sale or lease of Units.

21.05 Notices

Notices to Unit Owners shall be sent by regular mail or hand delivery to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to 1815 Cordova Road, Suite 209, Fort Lauderdale, Florida 33316. All notices shall be deemed and considered sent when actually delivered or two (2) business days following mailing, whichever occurs first. Any party may change his or its mailing address by written notice to the other party.

21.06 Fines and Penalties

The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner, pursuant to Section 718.303(3) of the Condominium Act, a fine not in excess of One Hundred Dollars (\$100.00) for any single violation of the requirements of this Declaration, the Bylaws, or any Rule promulgated thereunder. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no fine shall exceed One Thousand Dollars (\$1,000.00) in the aggregate. Such notice and opportunity to be heard is provided by the Rules of the Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes, State of Florida.

21.07 Violations and Remedies

The remedies for violations provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal proceedings, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

21.08 Gender

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

21.09 Interpretation and Headings

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. The Board shall be the ultimate interpreter of this Declaration and an opinion of its counsel that any such interpretation is fair and reasonable shall establish the validity of any such interpretation. Any use of the word "hereunder" or similar word shall refer to this Declaration (including all exhibits attached hereto) as a whole and not just the section in which such word appears, unless expressly stated to the contrary.



21.10 No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Elements to the public or for any public use.

21.11 Constructive Notice and Acceptance

Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or any other portion of the Condominium shall be conclusively deemed to have consented and agreed to each and every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such Person acquired an interest in such Unit or other portion of the Condominium.

21.12 Parking Spaces

The Developer shall assign to certain Unit Owners the use and benefit of surface parking spaces, the location of which shall be determined by Developer. The location of each surface parking space may not be changed at any time by the Association, except with the written approval of the affected Unit Owner(s), or due to condemnation, destruction, or governmental regulations.

21.13 Developer Exemptions

A. Anything to this Declaration to the contrary, notwithstanding, so long as the Developer owns, occupies or uses any portion of the Condominium Property:

1. Nothing herein shall be construed to prevent, limit, or impair the Developer's right and ability to complete development of the Condominium in any manner determined by the Developer, from time to time, including, without limitation, the Developer's right to maintain models, gates, sales and leasing offices, construction offices and activities, promotional activities, and signage; and

2. The Association shall take no action which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units or other residential dwelling units.

B. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any company affiliated with Developer, or other person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times to sell Units owned by the Developer. The Developer (and any person or affiliated company designated by the Developer as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this Section 21.13.

21.14 No Representations or Warranties

No representations or warranties of any kind, express or implied, have been given or made by Developer or its agents or employees in connection with any portion of the Property, its physical condition, zoning, compliance with applicable laws, merchantability, habitability, fitness for a particular purpose, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except (a) as specifically and expressly set forth in this Declaration or in written documents delivered by Developer to any owner, and (b) as otherwise required by law. Developer has not made, nor does it make herein, any representation regarding the current or subsequent use or intended development of any other lands next to or near the Condominium.

21.15 Association Rights and Obligations

The Association may be required to maintain (e.g. cleanup, landscape and landscape maintenance) property adjacent to the Condominium Property owned by state, county, or municipal authorities, or by any other party which

has granted to the Association and the Association has accepted an easement to maintain such property, to the extent that (i) the deterioration of such adjacent property would adversely affect the appearance of the Condominium Property, (ii) the standard of maintenance of the governmental or other entity owning such property is less than the standard of maintenance adopted by the Association for Condominium Property and (iii) appropriate approval or consent is available from the owner of such adjacent property to allow the Association to maintain it.

21.16 Assignment of Developer's Rights

The rights of the Developer under this Declaration may be assigned any number of times, in whole or in part, on either an exclusive or non-exclusive basis by written instrument recorded in the public records of the County. Any partial assignee shall not be deemed the Developer, nor shall it be burdened by any of Developer's obligations arising under this Declaration, except as expressly and specifically assigned and assumed. No assignee shall have any liability for any acts of Developer or any prior developer, prior to the date of assignment or transfer, unless such assignee is assigned and agrees to assume such liability.

21.17 Real Property Covenants

All of the restrictions, reservations, covenants, conditions and easements contained herein, constitute covenants running with the land and shall run perpetually unless terminated or amended as provided herein, and shall be binding upon all Owners, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees, or Mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and all exhibits attached hereto, including the Articles and Bylaws. Both the burdens imposed and the benefits derived from this Declaration shall run with each Unit, and all portions of the Condominium, as may be amended from time to time.

21.18 Priority of Project Documents

This Declaration shall be paramount in those instances of irreconcilable conflict among or between it and the Articles, the Bylaws, or the Rules, and in the absence of any express language indicating which document controls the particular subject matter; the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

OFFICIAL COPY

THIS SPACE INTENTIONALLY LEFT BLANK

EXECUTED as of the day and year first above written.

DEVELOPER:

WITNESS:

Daisy Perez  
Print Name: Daisy Perez

Mindy Johnson  
Print Name: Mindy Johnson

DEVCO, LLC, a Florida limited liability company  
By: James McCulla, Inc., a Florida corporation,  
its manager

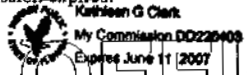
James G. McCulla  
By: James G. McCulla, its President

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of March 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared JAMES G. McCULLA, known to me (or satisfactorily proven) to be the President of James McCulla, Inc., a Florida corporation, the manager of DEVCO, LLC, a Florida limited liability company; and that such authorized officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the corporation.

My commission expires:



Kathleen S. Clark  
Notary Public

THIS IS NOT AN OFFICIAL COPY

JOINDER BY:

WITNESS:

Daisy Perez  
Name: Daisy Perez

Mindy Johnson  
Name: Mindy Johnson

VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.  
a Florida not-for-profit corporation

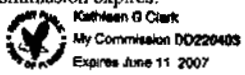
By: James G. McCulla  
JAMES G. McCULLA, President

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of March 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared JAMES G. McCULLA, known to me (or satisfactorily proven) to be the President of VILLAGE EAST CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation; and that such authorized officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the not-for-profit corporation.

My commission expires:



Kathleen S. Clark  
Notary Public

CONSENT OF MORTGAGEE


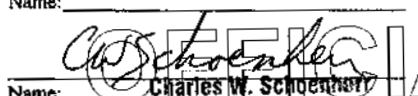
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation (hereinafter called the "Mortgagee"), is the owner and holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement ("Mortgage"), dated as of March 17, 2006, and recorded March 21, 2006, in Official Records Book 441666 at Page 306-72 of the Public Records of Broward County; and

WHEREAS, the Mortgage encumbers all of the Property encumbered by that certain Declaration of Condominium of Village East, a Condominium ("Declaration") recorded herewith;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received, the Mortgagee hereby consents to the Declaration.


WITNESS, the execution hereof as of this 17<sup>th</sup> day of March, 2006, to be effective as of the date of recording the Declaration.

**LEHMAN BROTHERS HOLDINGS INC.**  
 Delaware corporation  
 By: David S. Broderick  
 Name: David S. Broderick  
 Title: Authorized Signatory  
 Dated: March 17, 2006  
 Name: Charles W. Schoenher

STATE OF NEW YORK )  
                                  ) SS:  
COUNTY OF NEW YORK )

I HEREBY CERTIFY that on this 15 day of March, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared DAVID S. BRODERICK, known to me (or satisfactorily proven) to be an Authorized Signatory of LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation; and that such Authorized Signatory, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of said corporation.

  
 Notary Public  
 My Commission Expires: \_\_\_\_\_  
 Notary Seal: \_\_\_\_\_

ANGELA MARIOLIANO  
NOTARY PUBLIC, State of New York  
No. 01MA6133217  
Qualified in New York County  
Commission Expires September 12, 2009

Declaration of Condominium

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JOHN T. LOOS, as Assignee (hereinafter called the "Mortgagee"), is the owner and holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement ("Mortgage"), dated as of March \_\_\_\_, 2006, in favor of MEDITERRANEAN VILLAGE LIMITED PARTNERSHIP, a Florida limited partnership, as Lender, and recorded March 21, 2006, in Official Records Book 4166 at Page 930, of the Public Records of Broward County, as assigned to Assignee by that certain Assignment and Assumption Agreement dated as of March \_\_\_\_, 2006, and recorded March 21, 2006 in Official Records Book 4166 at Page 972, of the Public Records of Broward County; and

WHEREAS, the Mortgage encumbers all of the Property encumbered by that certain Declaration of Condominium of Village East, a Condominium ("Declaration") recorded herewith;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received, the Mortgagee hereby consents to the Declaration.

WITNESS, the execution hereof this 14 day of March, 2006, to be effective as of the date of recording the Declaration.

Signed, sealed, and delivered in the presence of:

*[Signature]*  
Name: JEFFREY B. SMITH  
*[Signature]*  
Name: HELEN L. GARRETT

THIS IS NOT AN OFFICIAL COPY  
*[Signature]*  
JOHN T. LOOS

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of March, 2006, by John T. Loos, who is personally known to me or has produced \_\_\_\_\_ as identification


*[Signature]*  
NOTARY PUBLIC  
Print Name: SHARON C. REKTORIK  
My Commission Expires: \_\_\_\_\_  
Notary Seal:  My Commission DG#13130 Expires April 20, 2008

EXHIBIT "A"

**VILLAGE EAST, A CONDOMINIUM**

LEGAL DESCRIPTION

**VILLAGE EAST, A CONDOMINIUM**

**LEGAL DESCRIPTION ACCORDING TO DEED:**

PARCEL "A", BLOCK 25 AND PARCELS "A" AND "B", BLOCK 28, RESUBDIVISION IN BLOCKS 21, 24, 25, AND 28, LAUDERDALE FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL THAT CERTAIN (S.E. 21ST STREET) NOW VACATED, LYING BETWEEN SAID BLOCKS 25 AND 28.

**TOGETHER WITH**

LOTS 11, 12, AND 13, BLOCK 25, AND LOTS 17 AND 18, BLOCK 28, EVERGLADE LAND SALES COMPANY'S FIRST ADDITION TO LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

**ALSO TOGETHER WITH:**

A PORTION OF VACATED SOUTHEAST 10TH AVENUE LYING EAST OF SAID PARCELS "A", BLOCK 25 AND (PLAT BOOK 58, PAGE 40 BROWARD COUNTY RECORDS) PARCEL "B", BLOCK 28, (PLAT BOOK 56, PAGE 40 BROWARD COUNTY RECORDS)

**AND ALSO TOGETHER WITH:**

THE NORTH 20.00 FEET OF SOUTHEAST 22ND STREET (NOW VACATED) LYING SOUTH OF SAID PARCELS "A" AND "B", BLOCK 28 (PLAT BOOK 56, PAGE 40 BROWARD COUNTY RECORDS) AND ALSO LYING SOUTH OF SAID LOT 18, BLOCK 28 (PLAT BOOK 2, PAGE 16 DADE COUNTY RECORDS)

**AND ALSO TOGETHER WITH:**

A PORTION OF THAT CERTAIN 15.00 FOOT ALLEY LYING BETWEEN SAID PARCEL "A", BLOCK 25, (PLAT BOOK 58, PAGE 40 BROWARD COUNTY RECORDS), PARCEL A & B, BLOCK 28, (PLAT BOOK 56, PAGE 40 BROWARD COUNTY RECORDS), LOTS 17 & 18, BLOCK 28 (PLAT BOOK 2, PAGE 16 DADE COUNTY RECORDS) AND LOTS 11, 12, & 13, BLOCK 25, (PLAT BOOK 2, PAGE 16 DADE COUNTY RECORDS)

ALL THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 25; THENCE SOUTH 90°00'00" EAST, ON THE NORTH LINE OF SAID LOT 11, AND ALSO THE NORTH LINE OF SAID PARCEL "A", BLOCK 25 AND ITS EASTERLY EXTENSION, A DISTANCE OF 887.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTHEAST 10TH AVENUE; THENCE SOUTH 00°00'19" EAST, ON A LINE 25.00 FEET EAST OF THE EAST LINE OF SAID PARCELS "A", BLOCK 25 AND PARCEL "B", BLOCK 28, A DISTANCE OF 841.92 FEET TO A POINT; THENCE NORTH 90°00'00" WEST ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTHEAST 22ND STREET (NOW VACATED) A DISTANCE OF 832.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MIAMI ROAD; THENCE NORTH 14°23'39" EAST ON SAID EAST RIGHT-OF-WAY LINE AND ALSO ON THE WEST LINE OF SAID LOTS 18 AND 17, A DISTANCE OF 118.36 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE NORTH 90°00'00" EAST ON THE NORTH LINE OF SAID LOT 17 AND ITS EASTERLY EXTENSION A DISTANCE OF 147.74 FEET TO A POINT ON THE CENTERLINE OF SAID ALLEY (NOW VACATED); THENCE NORTH 14°23'39" EAST ON SAID CENTERLINE OF ALLEY, A DISTANCE OF 398.81 FEET; THENCE NORTH 90°00'00" WEST ON THE SOUTH LINE LOT 13 OF BLOCK 25 AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 147.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 14°23'39" EAST ON THE WEST LINE OF SAID LOTS 13, 12 AND 11, AND ALSO ON THE SAID EAST RIGHT-OF-WAY LINE OF MIAMI ROAD, A DISTANCE OF 147.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACTS OR PARCELS OF LAND ARE THE SAME AS AND ARE ALSO DESCRIBED AS FOLLOWS ACCORDING TO FIELD MEASURED AND CALCULATED DATA:

PARCEL "A", BLOCK 25 AND PARCELS "A" AND "B", BLOCK 28, RESUBDIVISION IN BLOCKS 21, 24, 25, AND 28, LAUDERDALE FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL THAT CERTAIN (S.E. 21ST STREET) NOW VACATED, LYING BETWEEN SAID BLOCKS 25 AND 28.

**TOGETHER WITH:**

LOTS 11, 12, AND 13, BLOCK 25, AND LOTS 17 AND 18, BLOCK 28, EVERGLADE LAND SALES COMPANY'S FIRST ADDITION TO LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

**ALSO TOGETHER WITH:**

A PORTION OF VACATED SOUTHEAST 10TH AVENUE LYING EAST OF SAID PARCEL "A", BLOCK 25 (PLAT BOOK 58, PAGE 40, BROWARD COUNTY RECORDS) AND PARCEL "B", BLOCK 28 (PLAT BOOK 56, PAGE 40, BROWARD COUNTY RECORDS).

(Rev. 3-16-08)

**EXHIBIT**

**LEGAL DESCRIPTION**

**SHEET**

**VILLAGE EAST, A CONDOMINIUM**

AND ALSO TOGETHER WITH:

THE NORTH 20 FEET OF SOUTHEAST 22ND STREET (NOW VACATED) LYING SOUTH OF SAID PARCELS "A" AND "B", BLOCK 28 (PLAT BOOK 68, PAGE 40, BROWARD COUNTY RECORDS) AND ALSO LYING SOUTH OF SAID LOT 18, BLOCK 28 (PLAT BOOK 2, PAGE 15, DADE COUNTY RECORDS).

AND ALSO TOGETHER WITH:

A PORTION OF THAT CERTAIN 15.00 FOOT ALLEY LYING BETWEEN SAID PARCEL "A", BLOCK 25 (PLAT BOOK 68, PAGE 40, BROWARD COUNTY RECORDS), PARCELS "A" & "B", BLOCK 28 (PLAT BOOK 58, PAGE 40, BROWARD COUNTY RECORDS), LOTS 17 & 18, BLOCK 28 (PLAT BOOK 2, PAGE 15, DADE COUNTY RECORDS), AND LOTS 11, 12, & 13, BLOCK 25 (PLAT BOOK 2, PAGE 15, DADE COUNTY RECORDS).

ALL THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 25; THENCE NORTH 90°00'00" EAST, ON THE NORTH LINE OF SAID LOT 11, AND ALSO THE NORTH LINE OF SAID PARCEL "A", BLOCK 25 AND ITS EASTERLY EXTENSION, A DISTANCE OF 687.37 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 10TH AVENUE; THENCE SOUTH 00°00'19" EAST, ON A LINE 25.00 FEET EAST OF THE EAST LINE OF SAID PARCEL "A", BLOCK 25 AND PARCEL "B", BLOCK 28, A DISTANCE OF 641.92 FEET TO A POINT; THENCE NORTH 90°00'00" WEST ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTHEAST 22ND STREET (NOW VACATED) A DISTANCE OF 832.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MIAMI ROAD; THENCE NORTH 14°26'34" EAST ON SAID EAST RIGHT-OF-WAY LINE AND ALSO ON THE WEST LINE OF SAID LOTS 18 AND 17, A DISTANCE OF 118.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 89°58'06" EAST ON THE NORTH LINE OF SAID LOT 17 AND ITS EASTERLY EXTENSION A DISTANCE OF 147.44 FEET TO A POINT ON THE CENTERLINE OF SAID ALLEY (NOW VACATED); THENCE NORTH 34°23'59" EAST ON SAID CENTERLINE OF ALLEY, A DISTANCE OF 336.81 FEET; THENCE NORTH 90°00'00" WEST ON THE SOUTH LINE OF LOT 13 OF BLOCK 28 AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 147.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 14°28'39" EAST ON THE WEST LINE OF SAID LOTS 13, 12 AND 11; AND ALSO ON THE SAID EAST RIGHT-OF-WAY LINE OF MIAMI ROAD, A DISTANCE OF 147.57 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 424,804.02 SQUARE FEET± OR 9.7478 ACRES±.

(Rev. 3-16-06)

EXHIBIT

LEGAL DESCRIPTION

SHEET



EXHIBIT "B"

**VILLAGE EAST, A CONDOMINIUM**

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

### VILLAGE EAST, A CONDOMINIUM

STATE OF FLORIDA  
S.S.  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Donald Ramsay, by me well known and known to me to be the person hereinafter described, who being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. That he is duly registered and duly licensed surveyor and mapper authorized to practice under the laws of the State of Florida.
2. Affiant hereby certifies that the attached sketch and floor plans marked Exhibit 2, together with the wording of the Declaration of Condominium is an accurate representation of the location and dimensions of the land according to the plans and specifications, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each condominium unit therein.
3. That the improvements represented hereon are built and have been constructed. The improvements have been inspected, measured, and certified, this project is "substantially" complete in accordance with the provisions of Florida Statute 718.014.
4. That the architectural plans that EDC Surveying, Inc. used in the preparation of this Exhibit 2, were prepared by Falkner Residential Design Group, INC. 888 South Andrews Avenue, Suite #300 Fort Lauderdale, Fl 33316 Phone: (954) 764-8575 Fax: (954)764-8622
5. That the elevations shown for each floor are based on N.G.V.D., 1929.

FURTHER AFFIANT SAYETH NAUGHT.

EDC Surveying, Inc.  
2455 SW 27th AVENUE, #300  
MIAMI, FL 33145

*DR 10/2/05*  
DONALD RAMSAY, P.S.M. # 3851  
Professional Surveyor and Mapper,  
State of Florida.


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this October 4th, 2005 by Donald T. Ramsay, who is personally known to me and did take an oath.

*[Signature]*

Humberto Espinoza  
Notary Public - State of Florida

Commission No. DD079943  
Expires Dec. 20, 2005

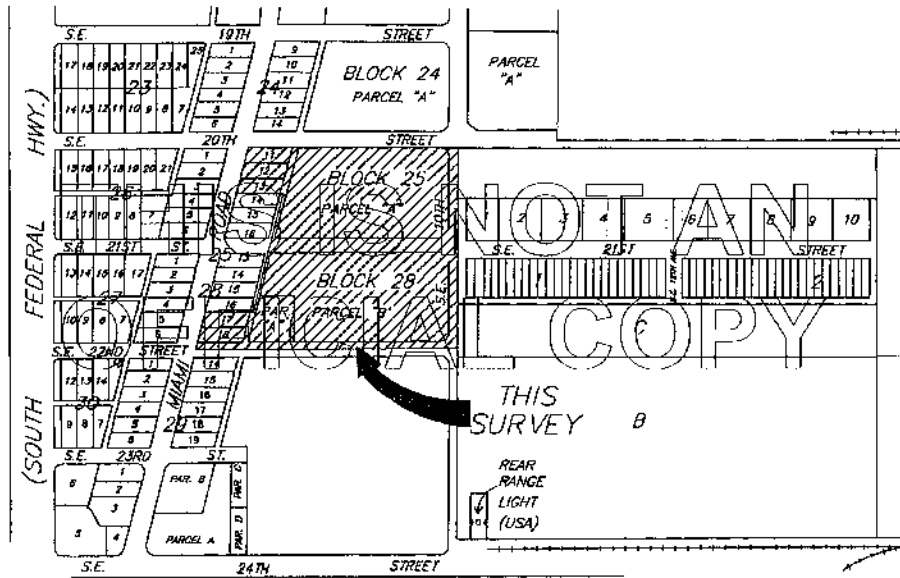
 Humberto Espinoza  
Commission # DD079943  
Expires Dec. 20, 2005  
Bonded thru  
Atlantic Bonding Co., Inc.



**EDC  
SURVEYING,  
INC.**

2455 SW 27th AVENUE,  
SUITE 300 MIAMI, FL 33145  
PH: (305)858-8100  
FAX (305)858-4760  
FLORIDA LB. Reg. No. 7368

# VILLAGE EAST, A CONDOMINIUM



*Location Map*  
NOT TO SCALE

**VILLAGE EAST, A CONDOMINIUM**

**LEGAL DESCRIPTION ACCORDING TO DEED:**

PARCEL "A", BLOCK 25 AND PARCELS "A" AND "B", BLOCK 28, RESUBDIVISION IN BLOCKS 21, 24, 25, AND 28, LAUDERDALE FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL THAT CERTAIN (S.E. 21ST STREET) NOW VACATED, LYING BETWEEN SAID BLOCKS 25 AND 28.

**TOGETHER WITH**

LOTS 11, 12, AND 13, BLOCK 25, AND LOTS 17 AND 18, BLOCK 28, EVERGLADE LAND SALES COMPANY'S FIRST ADDITION TO LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 15, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

**ALSO TOGETHER WITH:**

A PORTION OF VACATED SOUTHEAST 10TH AVENUE LYING EAST OF SAID PARCELS "A", BLOCK 25 AND (PLAT BOOK 58, PAGE 40 BROWARD COUNTY RECORDS) PARCEL "B", BLOCK 28.(PLAT BOOK 58, PAGE 40 BROWARD COUNTY RECORDS)

**AND ALSO TOGETHER WITH:**

THE NORTH 20.00 FEET OF SOUTHEAST 22ND STREET (NOW VACATED) LYING SOUTH OF SAID PARCELS "A" AND "B", BLOCK 28 (PLAT BOOK 58, PAGE 40 BROWARD COUNTY RECORDS) AND ALSO LYING SOUTH OF SAID LOT 16, BLOCK 28 (PLAT BOOK 2, PAGE 15 DADE COUNTY RECORDS)

**AND ALSO TOGETHER WITH:**

A PORTION OF THAT CERTAIN 15.00 FOOT ALLEY LYING BETWEEN SAID PARCEL "A", BLOCK 25, (PLAT BOOK 58, PAGE 40 BROWARD COUNTY RECORDS), PARCEL A & B, BLOCK 28, (PLAT BOOK 58, PAGE 40 BROWARD COUNTY RECORDS), LOTS 17 & 18, BLOCK 28 (PLAT BOOK 2, PAGE 15 DADE COUNTY RECORDS) AND LOTS 11, 12, & 13, BLOCK 25. (PLAT BOOK 2, PAGE 15 DADE COUNTY RECORDS)

**ALL THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 25; THENCE SOUTH 90°00'00" EAST, ON THE NORTH LINE OF SAID LOT 11, AND ALSO THE NORTH LINE OF SAID PARCEL "A", BLOCK 25 AND ITS EASTERLY EXTENSION, A DISTANCE OF 687.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTHEAST 10TH AVENUE; THENCE SOUTH 00°00'19" EAST, ON A LINE 25.00 FEET EAST OF THE EAST LINE OF SAID PARCELS "A", BLOCK 25 AND PARCEL "B", BLOCK 28, A DISTANCE OF 641.82 FEET TO A POINT; THENCE NORTH 90°00'00" WEST ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTHEAST 22ND STREET (NOW VACATED) A DISTANCE OF 832.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MIAMI ROAD; THENCE NORTH 14°23'39" EAST ON SAID EAST RIGHT-OF-WAY LINE AND ALSO ON THE WEST LINE OF SAID LOTS 18 AND 17, A DISTANCE OF 118.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE NORTH 90°00'00" EAST ON THE NORTH LINE OF SAID LOT 17 AND ITS EASTERLY EXTENSION A DISTANCE OF 147.74 FEET TO A POINT ON THE CENTERLINE OF SAID ALLEY (NOW VACATED); THENCE NORTH 14°23'39" EAST ON SAID CENTERLINE OF ALLEY, A DISTANCE OF 396.81 FEET; THENCE NORTH 90°00'00" WEST ON THE SOUTH LINE LOT 13 OF BLOCK 25 AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 147.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13. THENCE NORTH 14°23'39" EAST ON THE WEST LINE OF SAID LOTS 13, 12 AND 11, AND ALSO ON THE SAID EAST RIGHT-OF-WAY LINE OF MIAMI ROAD, A DISTANCE OF 147.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACTS OR PARCELS OF LAND ARE THE SAME AS AND ARE ALSO DESCRIBED AS FOLLOWS ACCORDING TO FIELD MEASURED AND CALCULATED DATA:

PARCEL "A", BLOCK 25 AND PARCELS "A" AND "B", BLOCK 28, RESUBDIVISION IN BLOCKS 21, 24, 25, AND 28, LAUDERDALE FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL THAT CERTAIN (S.E. 21ST STREET) NOW VACATED, LYING BETWEEN SAID BLOCKS 25 AND 28.

**TOGETHER WITH:**

LOTS 11, 12, AND 13, BLOCK 25, AND LOTS 17 AND 18, BLOCK 28, EVERGLADE LAND SALES COMPANY'S FIRST ADDITION TO LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 15, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

**ALSO TOGETHER WITH:**

A PORTION OF VACATED SOUTHEAST 10TH AVENUE LYING EAST OF SAID PARCEL "A", BLOCK 25 (PLAT BOOK 58, PAGE 40, BROWARD COUNTY RECORDS) AND PARCEL "B", BLOCK 28 (PLAT BOOK 58, PAGE 40, BROWARD COUNTY RECORDS).

(Rev. 3-16-06)

**EXHIBIT**

**LEGAL DESCRIPTION**

**SHEET**

**VILLAGE EAST, A CONDOMINIUM**

AND ALSO TOGETHER WITH:

THE NORTH 20 FEET OF SOUTHEAST 22ND STREET (NOW VACATED) LYING SOUTH OF SAID PARCELS "A" AND "B", BLOCK 28 (PLAT BOOK 58, PAGE 40, BROWARD COUNTY RECORDS) AND ALSO LYING SOUTH OF SAID LOT 18, BLOCK 26 (PLAT BOOK 2, PAGE 15, DADE COUNTY RECORDS).

AND ALSO TOGETHER WITH:  
A PORTION OF THAT CERTAIN 15.00 FOOT ALLEY LYING BETWEEN SAID PARCEL "A", BLOCK 25 (PLAT BOOK 58, PAGE 40, BROWARD COUNTY RECORDS), PARCELS "A" & "B", BLOCK 28 (PLAT BOOK 58, PAGE 40, BROWARD COUNTY RECORDS), LOTS 17 & 18, BLOCK 28 (PLAT BOOK 2, PAGE 15, DADE COUNTY RECORDS), AND LOTS 11, 12, & 13, BLOCK 25 (PLAT BOOK 2, PAGE 15, DADE COUNTY RECORDS).

ALL THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 25; THENCE NORTH 90°00'00" EAST, ON THE NORTH LINE OF SAID LOT 11, AND ALSO THE NORTH LINE OF SAID PARCEL "A", BLOCK 25 AND ITS EASTERLY EXTENSION, A DISTANCE OF 667.37 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 10TH AVENUE; THENCE SOUTH 00°00'19" EAST, ON A LINE 25.00 FEET EAST OF THE EAST LINE OF SAID PARCEL "A", BLOCK 25 AND PARCEL "B", BLOCK 28, A DISTANCE OF 641.82 FEET TO A POINT; THENCE NORTH 90°00'00" WEST ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTHEAST 22ND STREET (NOW VACATED) A DISTANCE OF 832.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MIAMI ROAD; THENCE NORTH 14°23'34" EAST ON SAID EAST RIGHT-OF-WAY LINE AND ALSO ON THE WEST LINE OF SAID LOTS 18 AND 17, A DISTANCE OF 118.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 88°59'08" EAST ON THE NORTH LINE OF SAID LOT 17 AND ITS EASTERLY EXTENSION A DISTANCE OF 147.44 FEET TO A POINT ON THE CENTERLINE OF SAID ALLEY (NOW VACATED); THENCE NORTH 14°23'38" EAST ON SAID CENTERLINE OF ALLEY, A DISTANCE OF 386.81 FEET; THENCE NORTH 90°00'00" WEST ON THE SOUTH LINE OF LOT 13 OF BLOCK 28 AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 147.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 14°23'39" EAST ON THE WEST LINE OF SAID LOTS 13, 12 AND 11, AND ALSO ON THE SAID EAST RIGHT-OF-WAY LINE OF MIAMI ROAD, A DISTANCE OF 147.57 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 424,804.02 SQUARE FEET± OR 9.7475 ACRES±.

(Rev. 3-16-06)

EXHIBIT

LEGAL DESCRIPTION

SHEET



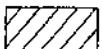
## VILLAGE EAST, A CONDOMINIUM

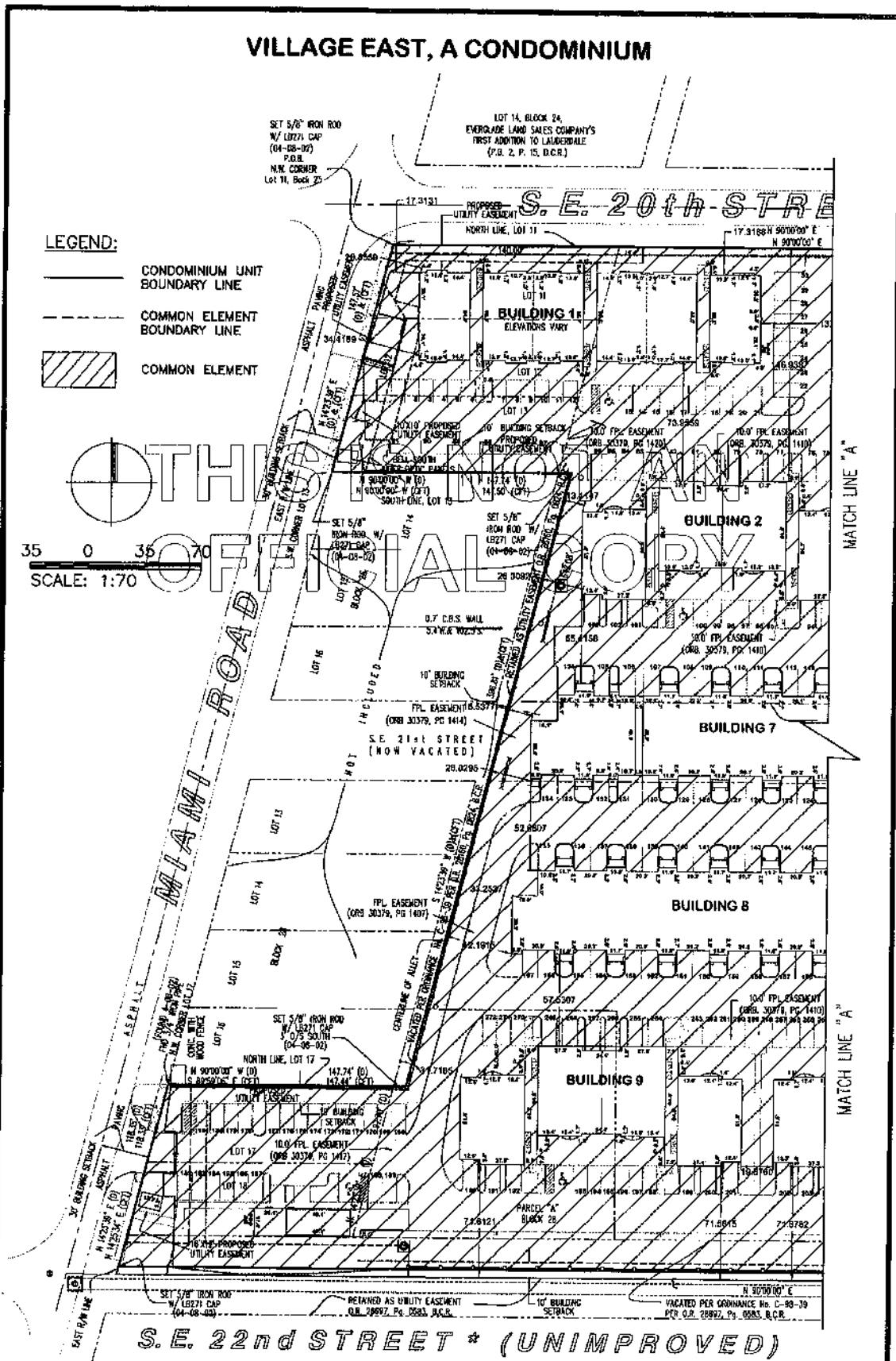
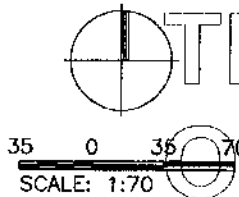
### SURVEYOR'S NOTES:

1. REFERENCE BENCH MARK: BROWARD COUNTY BENCH MARK NUMBER 1857, ELEVATION=8.42
2. ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM (1929), AND ARE INDICATED THUS:
3. THIS PROPERTY LIES IN FLOOD ZONE "X", BASE ELEVATION= NONE, AND FLOOD ZONE "AE", BASE ELEVATION=7 PER FLOOD INSURANCE RATE MAP NUMBER 12011C0218 F, COMMUNITY PANEL NUMBER 25105, 8/18/92, INDEX MAP DATED 10/2/97. FLOOD ZONE AREAS GRAPHICALLY DEPICTED ON SKETCH.
4. BEARINGS SHOWN REFER TO AN ASSUMED BEARING OF NORTH 80°00'00" WEST ON THE CENTERLINE OF S.E. 22ND STREET.
5. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, OWNERSHIP, EASEMENTS, OR OTHER INSTRUMENTS OF RECORD.
7. ALL LOAD BEARING WALLS LOCATED WITHIN A CONDOMINIUM UNIT CONSTITUTE A PART OF THE COMMON ELEMENTS (C.E.) TO THE UNFINISHED SURFACES OF SAID WALLS.
8. ALL LANDS AND ALL PORTIONS OF THE CONDOMINIUM BUILDINGS OR OTHER IMPROVEMENTS, NOT LOCATED WITHIN THE CONFINES OF A CONDOMINIUM UNIT ARE PART OF THE COMMON ELEMENTS (C.E.) OR LIMITED COMMON ELEMENTS (L.C.E.) AS INDICATED BY THE GRAPHIC FLOOR PLANS.
9. COMMON ELEMENTS MEANS THE PORTION OF THE CONDOMINIUM PROPERTY NOT LOCATED IN THE CONDOMINIUM UNIT, BUT SHALL INCLUDE CHASES THROUGH EACH UNIT FOR THE ELECTRICAL CONDUITS, PLUMBING PIPES, A/C DUCTS, TELEPHONE LINES AND OTHER FACILITIES FOR FURNISHING OF UTILITY SERVICES TO EACH UNIT.
10. LIMITED COMMON ELEMENTS" (L.C.E.) MEANS THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF ALL OTHER UNITS, AS SPECIFIED IN THE DECLARATION.
11. ALL RECORDED AND NON RECORDED EASEMENTS HAVE NOT BEEN SHOWN.
12. CITY OF MIAMI BENCHMARK LOCATED AT THE N.W. CORNER OF N.E. 3RD STREET & N.E. 2ND AVENUE BEING A P.K. NAIL AND BRASS WASHER ELEVATION =11.367 CITY OF MIAMI DATUM, 11.11' N.G.V.D.

# VILLAGE EAST, A CONDOMINIUM

**LEGEND:**

-  CONDOMINIUM UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  COMMON ELEMENT

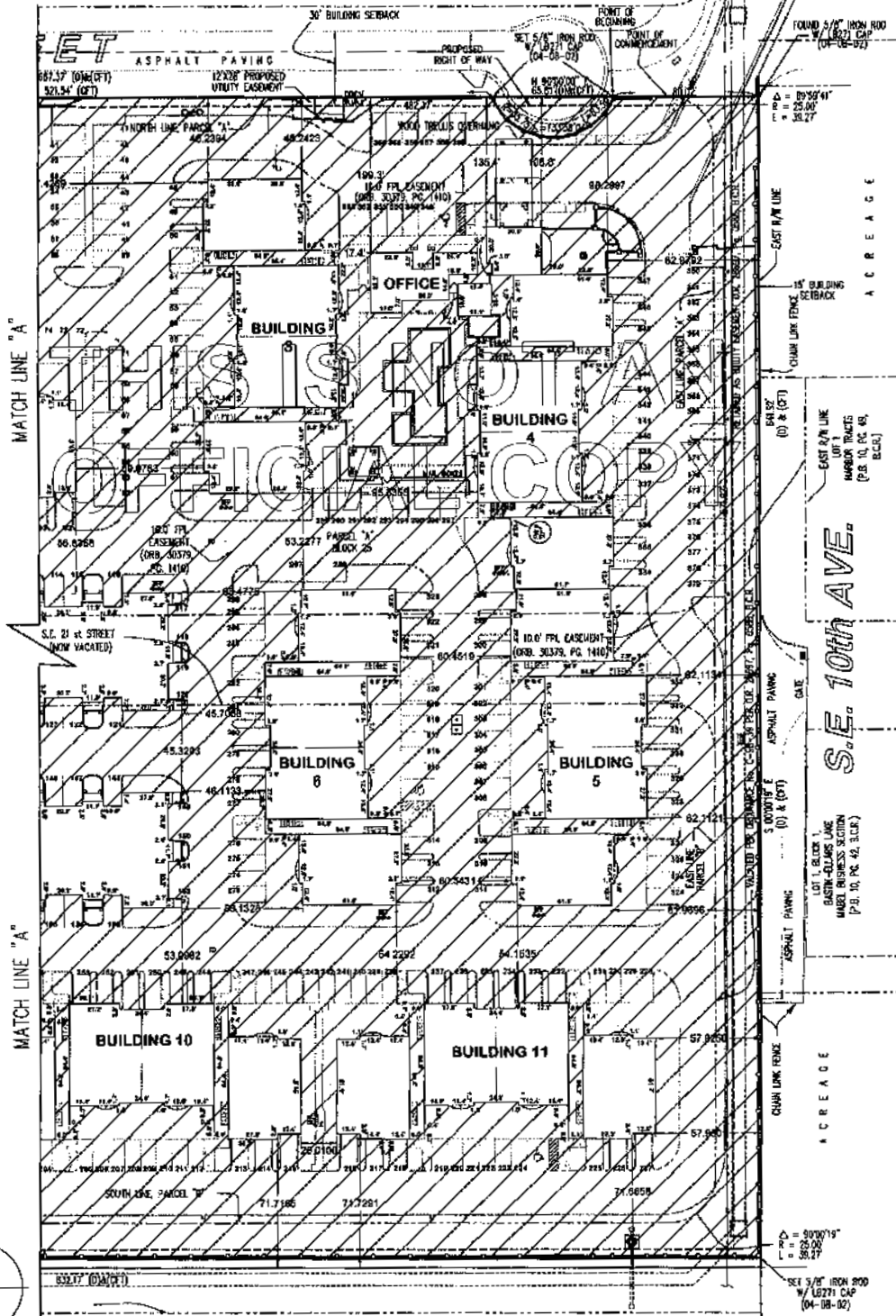


**NOTE:**

All parking spaces as shown hereon are common elements, however, the declarant has reserved the right to assign all parking spaces, as more particularly described in the declaration.

# VILLAGE EAST, A CONDOMINIUM

PARCEL "A", BLOCK 21,  
RESUBDIVISION IN BLOCKS 21, 24, 25, AND 28,  
LAUDERDALE FIRST ADDITION  
(P.B. 56, P. 40, B.C.R.)



35 0 35 70

SCALE: 1:70

NOTE:

All parking spaces as shown hereon are common elements, however, the declarant has reserved the right to assign all parking spaces, as more particularly described in the declaration.

**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - - COMMON ELEMENT BOUNDARY LINE

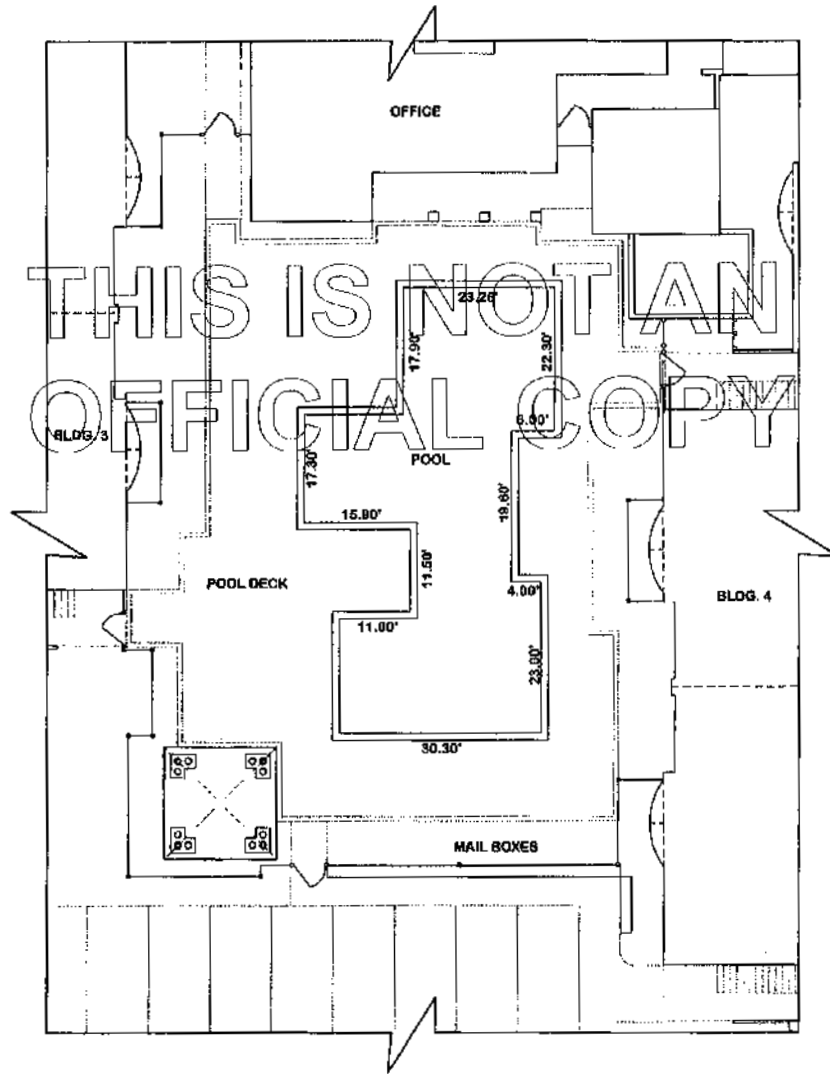
EXHIBIT B

SHEET 2 OF SURVEY/SITE PLAN

SHEET 6

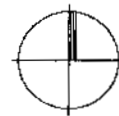


# VILLAGE EAST, A CONDOMINIUM



**LEGEND:**

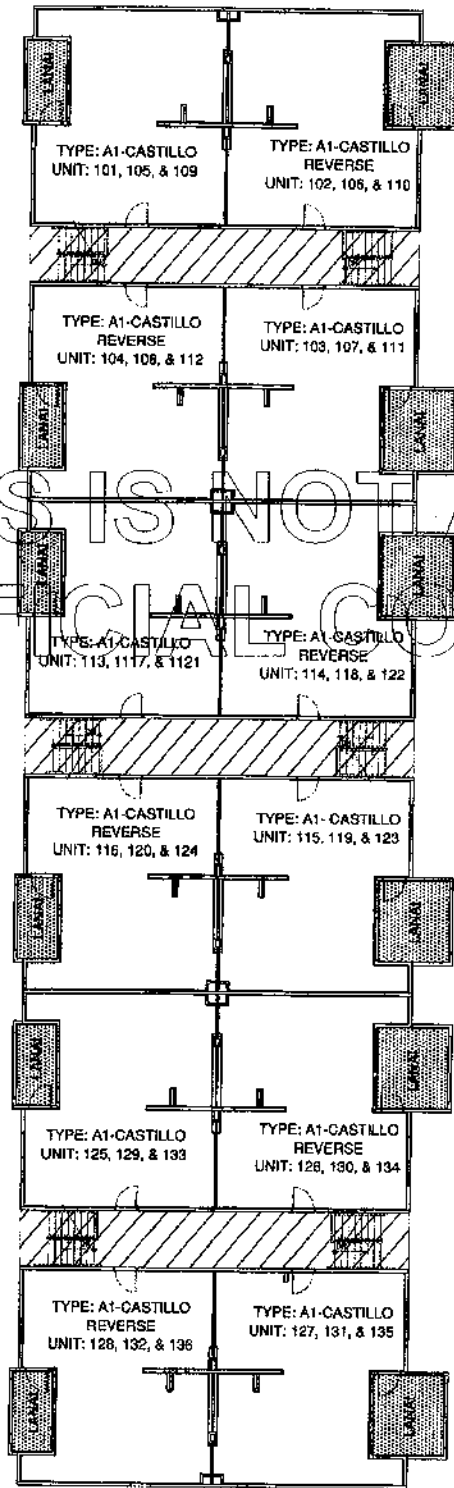
- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE



10 0 10 20  
SCALE: 1:20

### VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▩ COMMON ELEMENT

10 0 10 20  
SCALE: 1:20

**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.
- There may exist some variation between the proposed improvements and the improvements as constructed.

**EXHIBIT B**

**BLDG. # 1  
1ST-3RD LEVEL FLOOR PLANS**

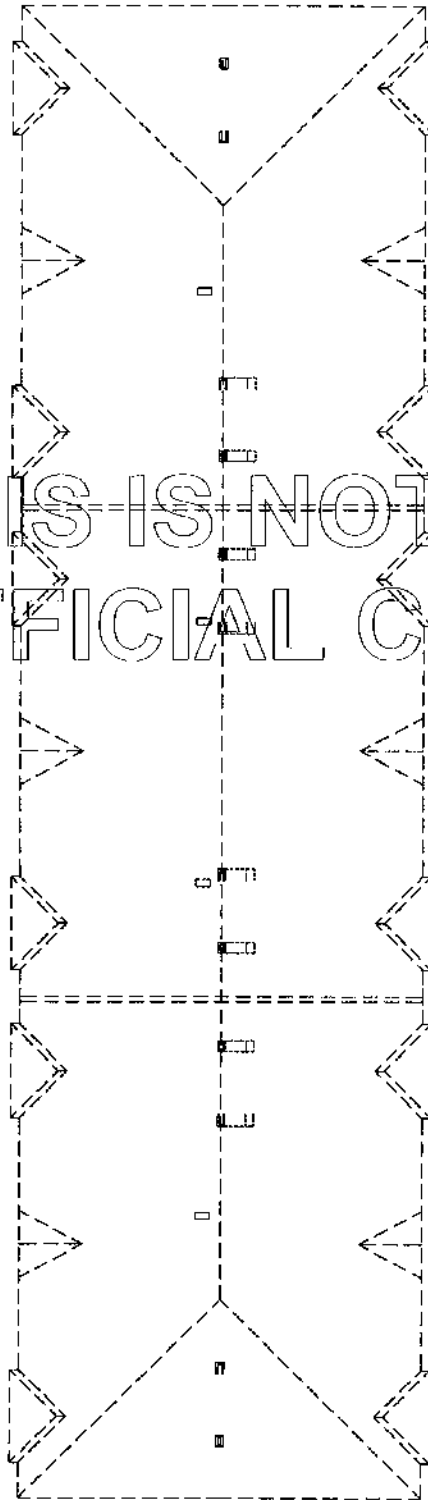
**SHEET 8**

VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN  
OFFICIAL COPY

LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE

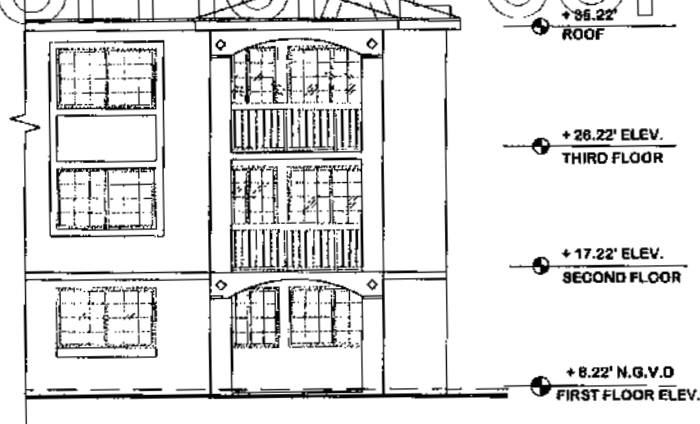


10 0 10 20  
SCALE: 1:20

### VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.

THIS IS NOT AN  
OFFICIAL COPY



BLDG. #1 UNITS 101 - 112  
ELEVATION PROFILE

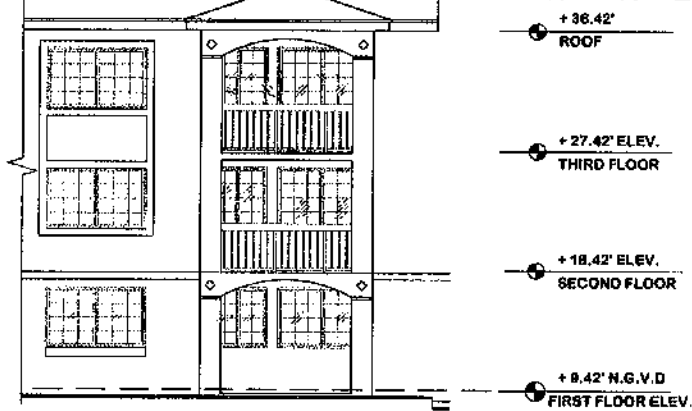
EXHIBIT *B*

SHEET/0

### VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.

THIS IS NOT AN  
OFFICIAL COPY



BLDG. #1 UNITS 113 - 124  
ELEVATION PROFILE

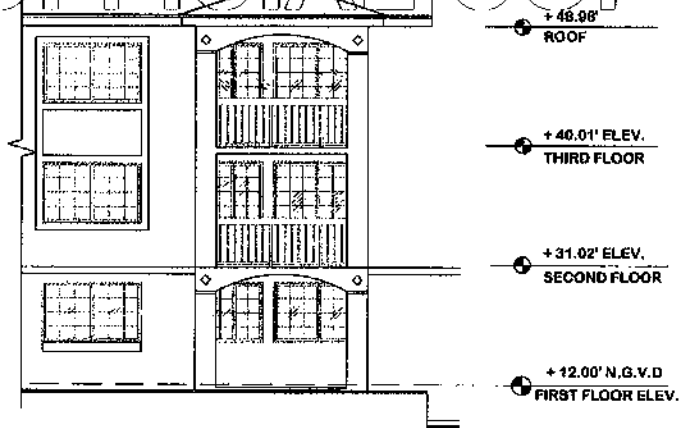
EXHIBIT *B*

SHEET //

# VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.

THIS IS NOT AN  
OFFICIAL COPY



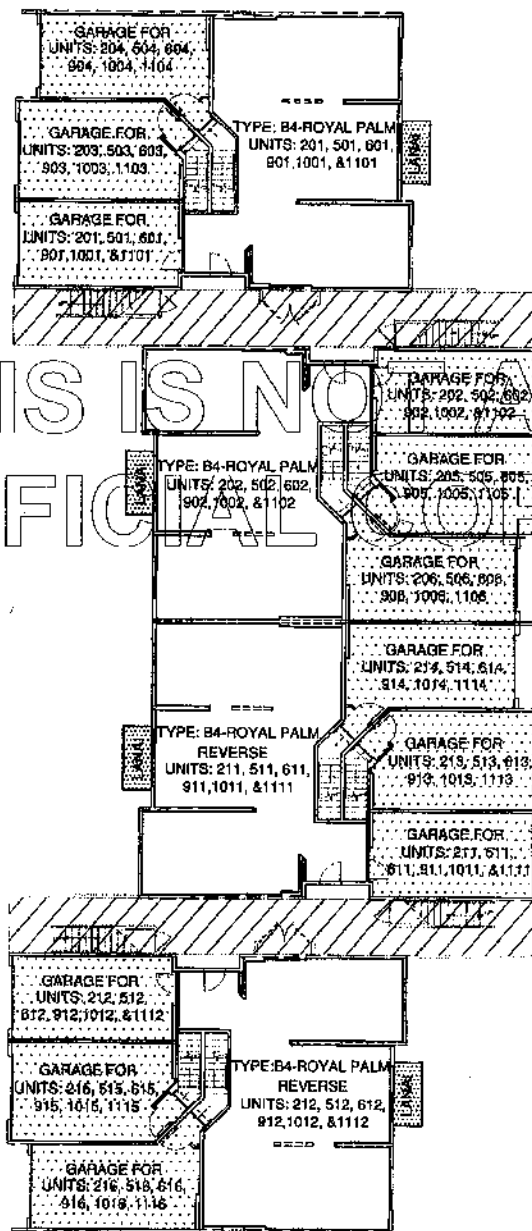
BLDG. #1 UNITS 125 - 136  
ELEVATION PROFILE

EXHIBIT *B*

SHEET *1*

### VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



- LEGEND:**
- CONDOMINIUM UNIT BOUNDARY LINE
  - COMMON ELEMENT BOUNDARY LINE
  - LIMITED COMMON ELEMENT
  - COMMON ELEMENT

10 0 10 20  
SCALE: 1:20

**NOTES:**

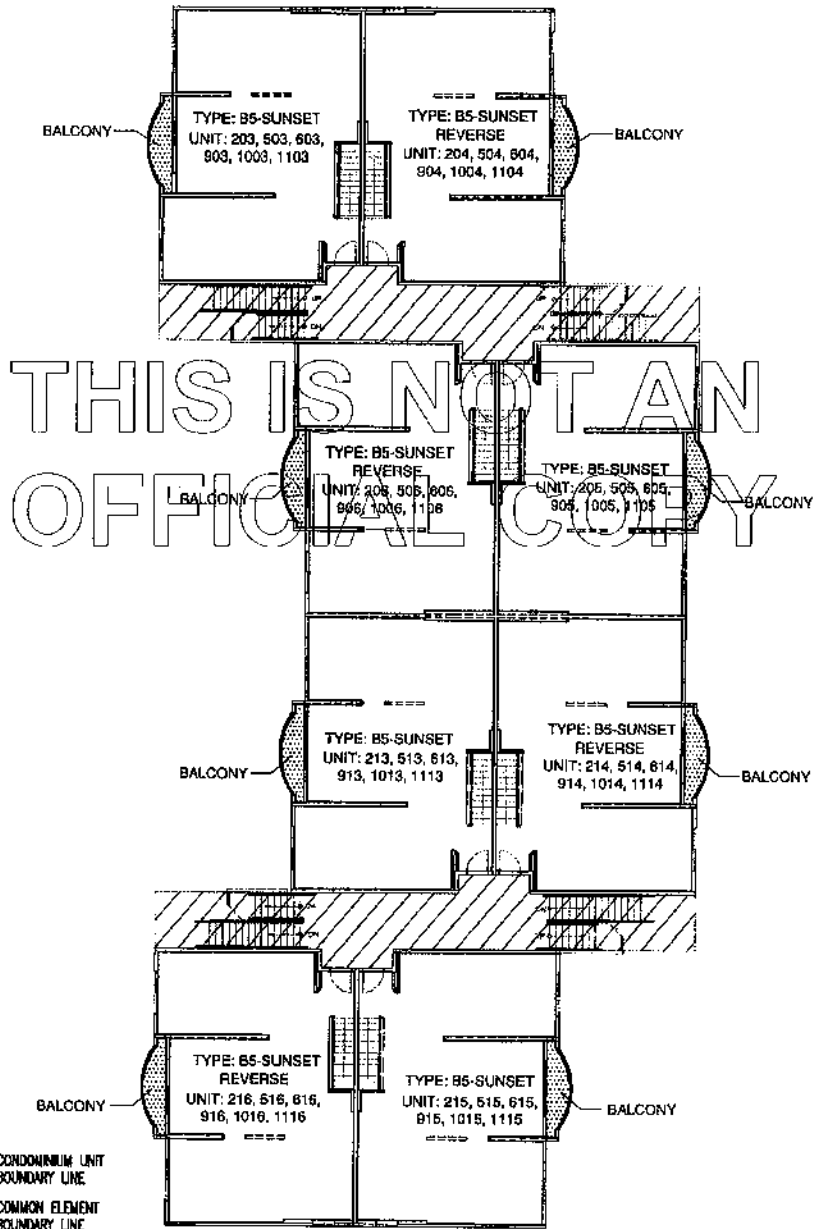
- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.
- There may exist some variation between the proposed improvements and the improvements as constructed.

EXHIBIT *B*

**BLDG. #2, #5, #6, #9, #10 & #11  
1ST LEVEL FLOOR PLAN**

**SHEET 13**

VILLAGE EAST, A CONDOMINIUM



- LEGEND:**
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - COMMON ELEMENT BOUNDARY LINE
  - [Dotted pattern] LIMITED COMMON ELEMENT
  - [Hatched pattern] COMMON ELEMENT

10 0 10 20  
SCALE: 1:20

**NOTES:**

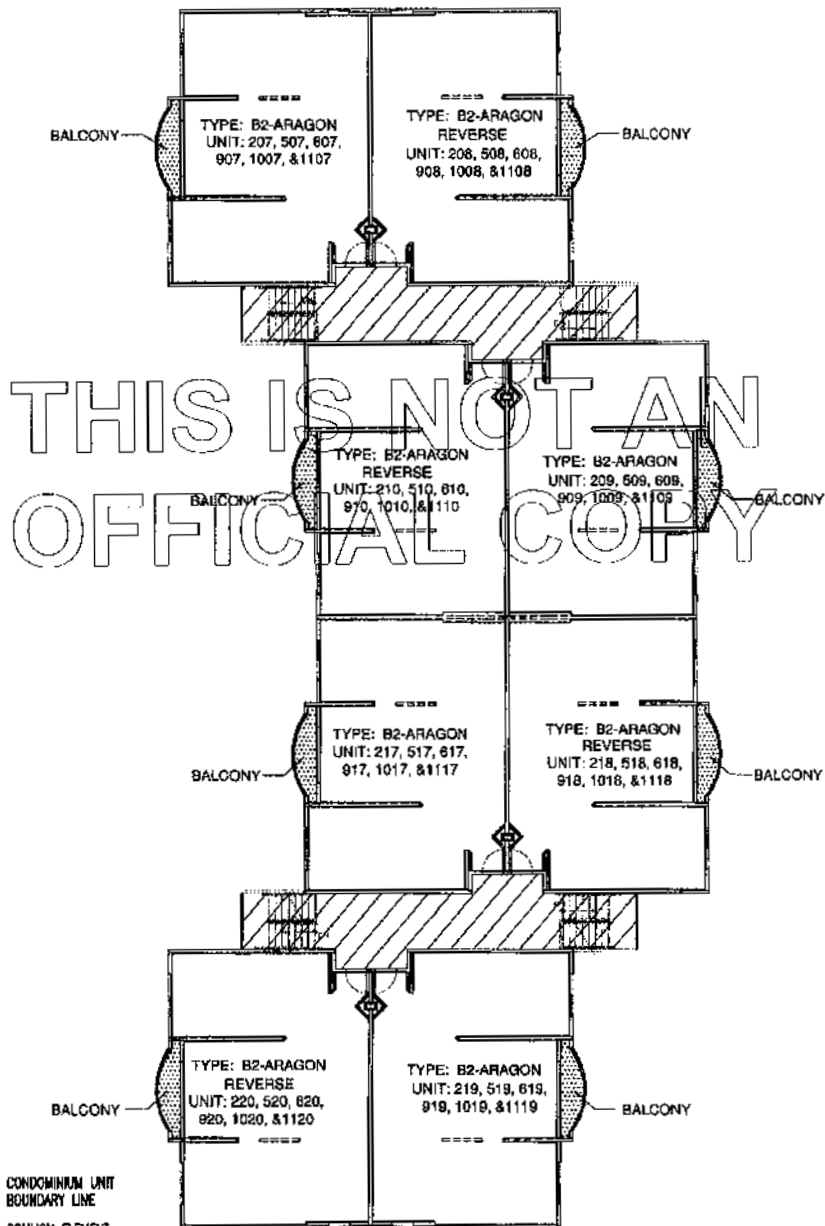
Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:

- (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
- (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (D) For each building's north orientation, refer to siteplan.

There may exist some variation between the proposed improvements and the improvements as constructed.



### VILLAGE EAST, A CONDOMINIUM



- LEGEND:**
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - COMMON ELEMENT BOUNDARY LINE
  - ▨ LIMITED COMMON ELEMENT
  - ▩ COMMON ELEMENT

10 0 10 20  
SCALE: 1:20

**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.

There may exist some variation between the proposed improvements and the improvements as constructed.

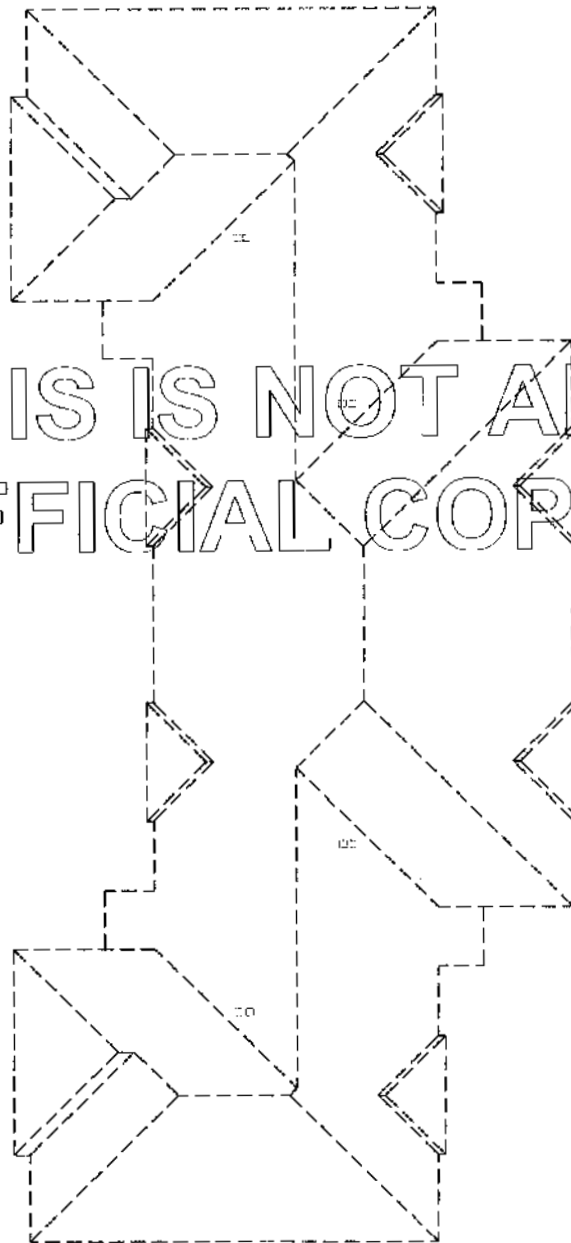
EXHIBIT *B*

**BLDG. # 2, #5, #6, #9, #10 & #11  
3RD LEVEL FLOOR PLAN**

**SHEET 15**

VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN  
OFFICIAL COPY



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE

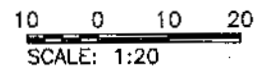


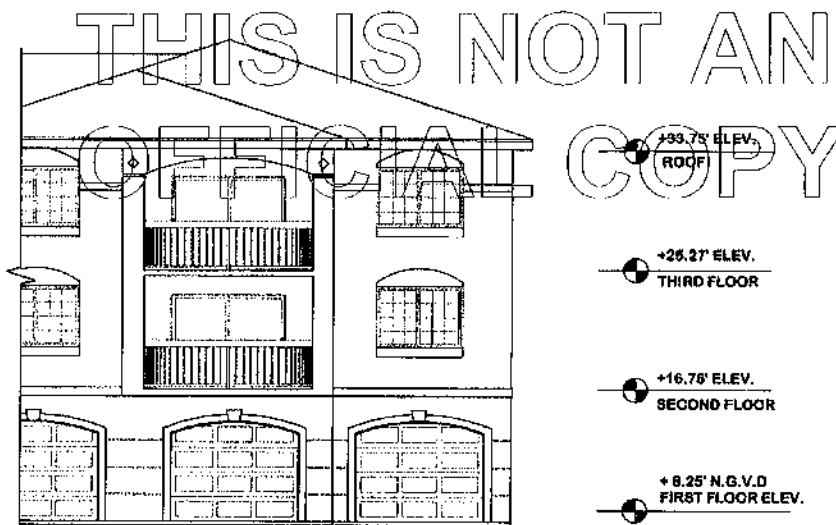
EXHIBIT *B*

BLDG. #2, 5#, #6, #9, #10 & #11  
ROOF LEVEL FLOOR PLAN

SHEET 16

# VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



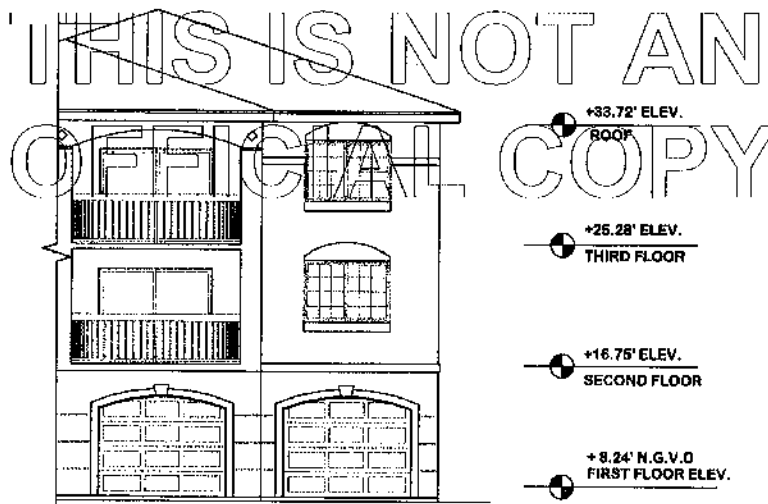
BLDG. # 2  
ELEVATION PROFILE

EXHIBIT *B*

SHEET *17*

# VILLAGE EAST, A CONDOMINIUM

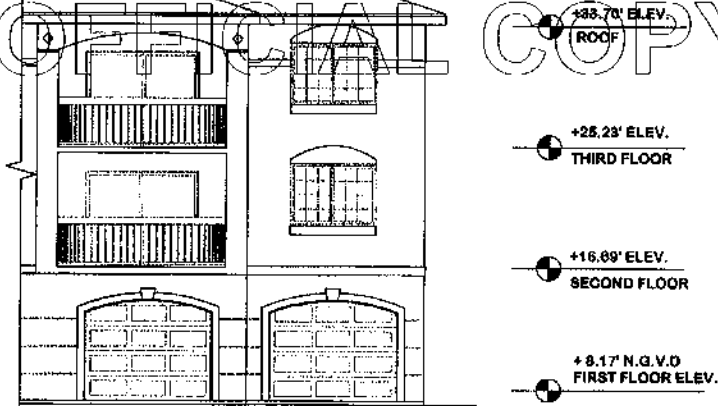
1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



# VILLAGE EAST, A CONDOMINIUM

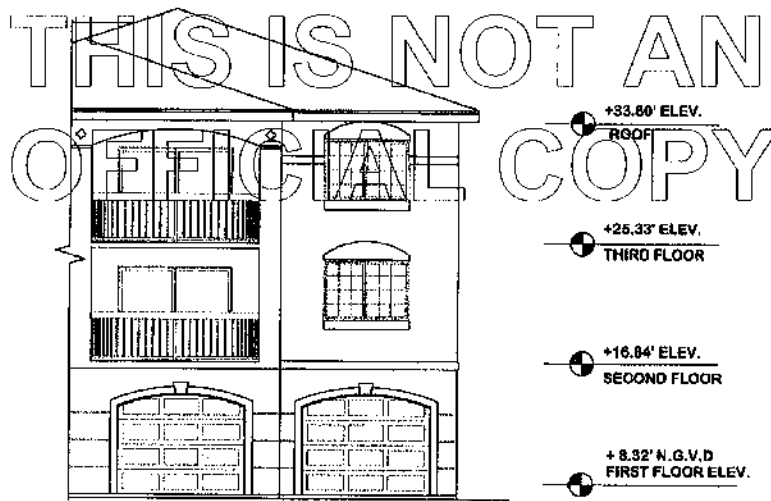
1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.

THIS IS NOT AN  
OFFICIAL COPY



# VILLAGE EAST, A CONDOMINIUM

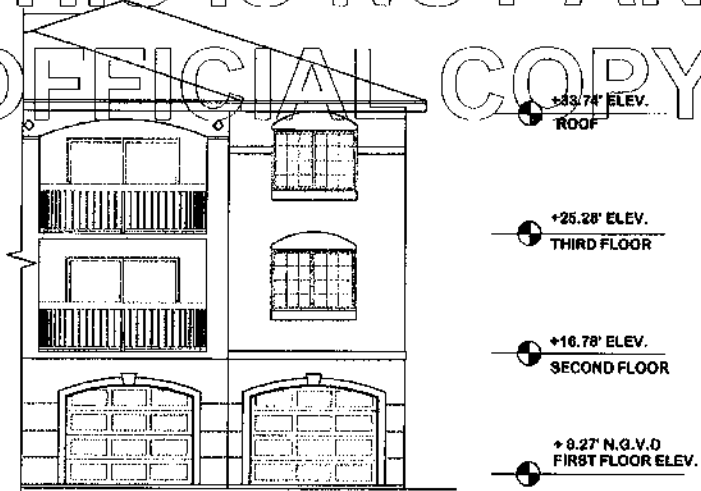
1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



### VILLAGE EAST, A CONDOMINIUM

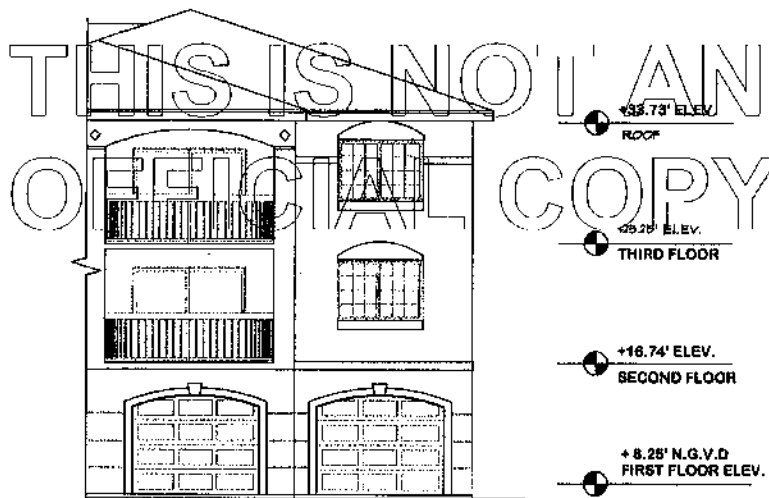
1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.

THIS IS NOT AN  
OFFICIAL COPY



# VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



BLDG. # 11  
ELEVATION PROFILE

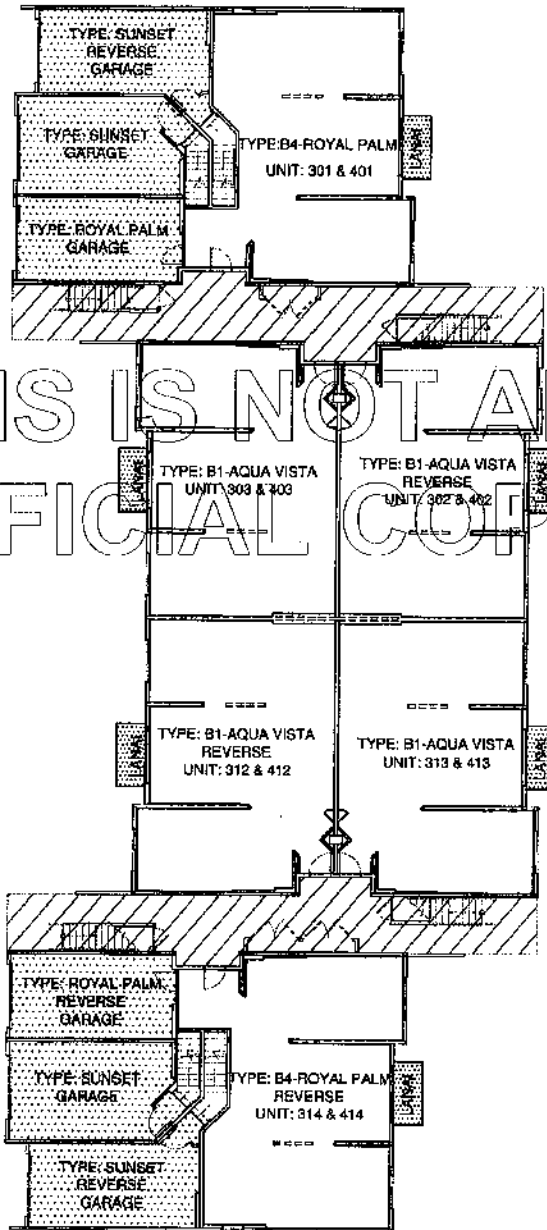
EXHIBIT **B**

SHEET **22**



### VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN  
OFFICIAL COPY



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▨ COMMON ELEMENT

10 0 10 20  
SCALE: 1:20

**NOTES:**

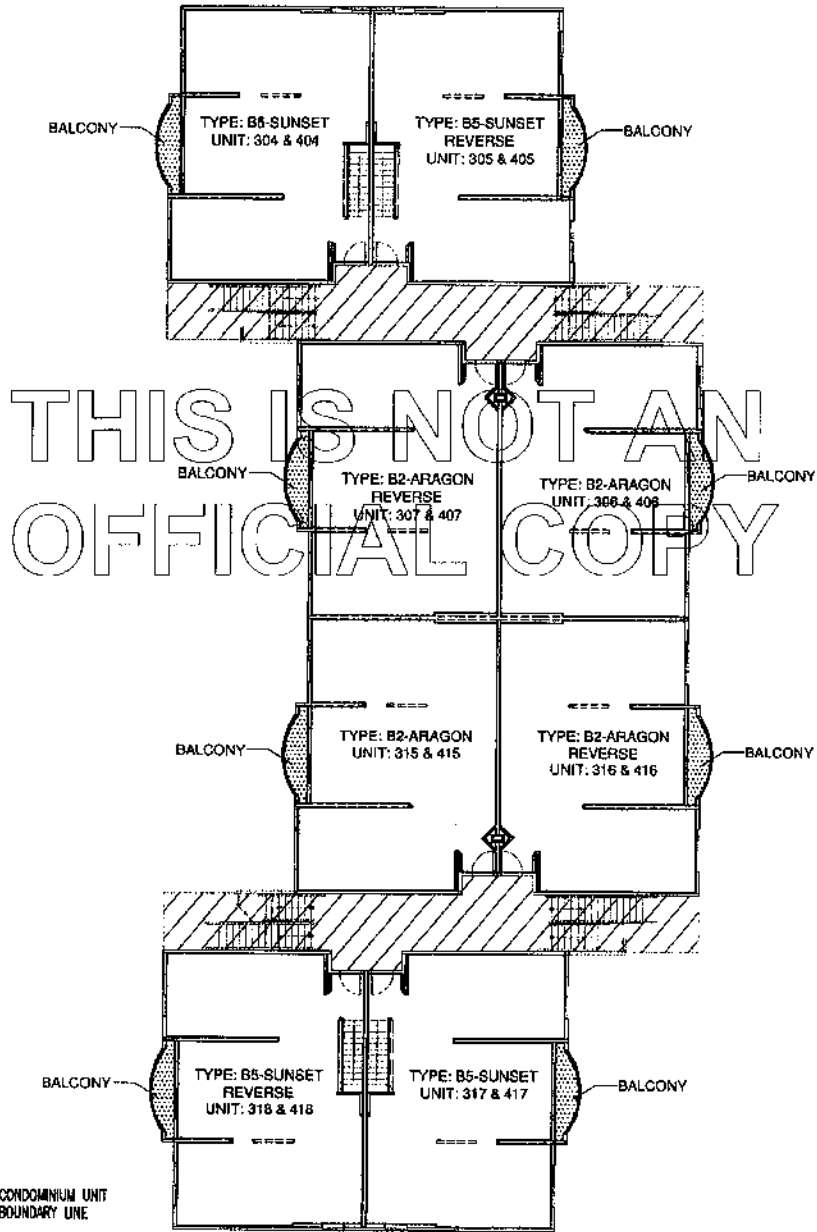
- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.
- There may exist some variation between the proposed improvements and the improvements as constructed.

**EXHIBIT B**

**BLDG. # 3 & 4  
1ST LEVEL FLOOR PLAN**

**SHEET 23**

VILLAGE EAST, A CONDOMINIUM



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

10 0 10 20  
SCALE: 1:20

NOTES:

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.

There may exist some variation between the proposed improvements and the improvements as constructed.

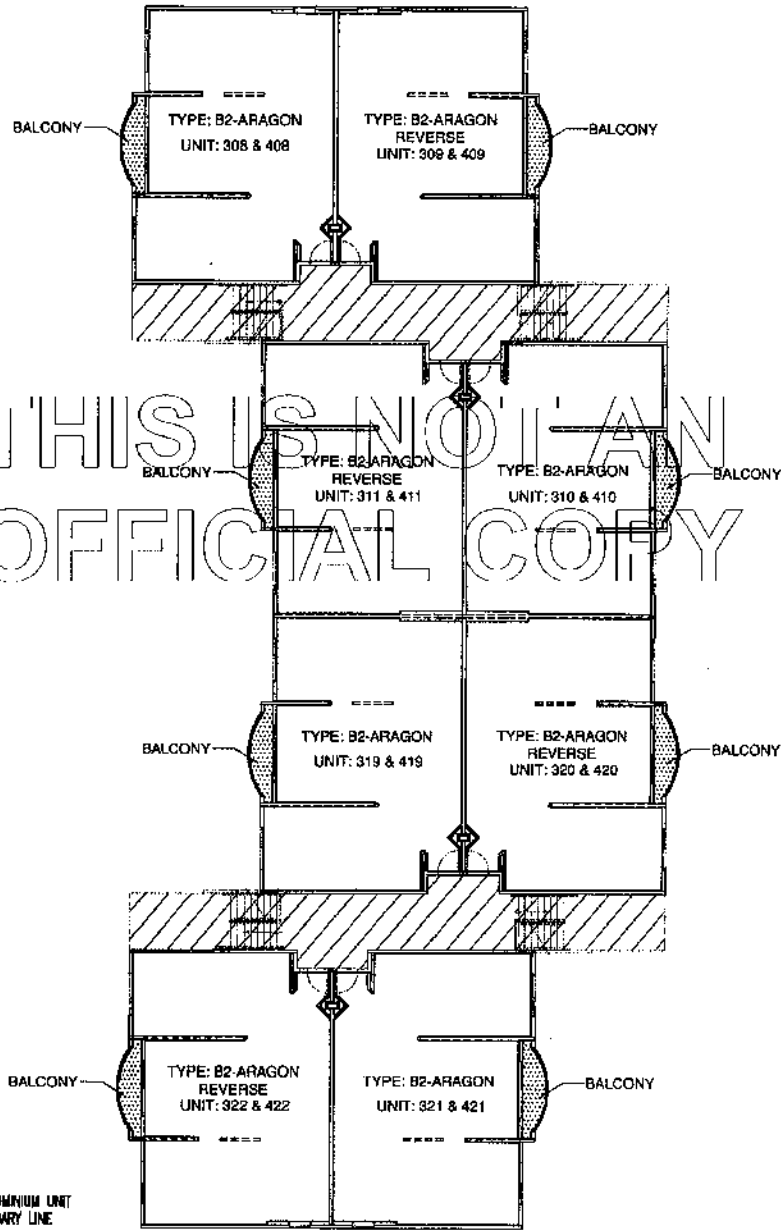
EXHIBIT B

BLDG. # 3 & 4  
2ND LEVEL FLOOR PLAN

SHEET 24

VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



- LEGEND:**
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - COMMON ELEMENT BOUNDARY LINE
  - [Dotted Pattern] LIMITED COMMON ELEMENT
  - [Hatched Pattern] COMMON ELEMENT

10 0 10 20  
SCALE: 1:20

**NOTES:**

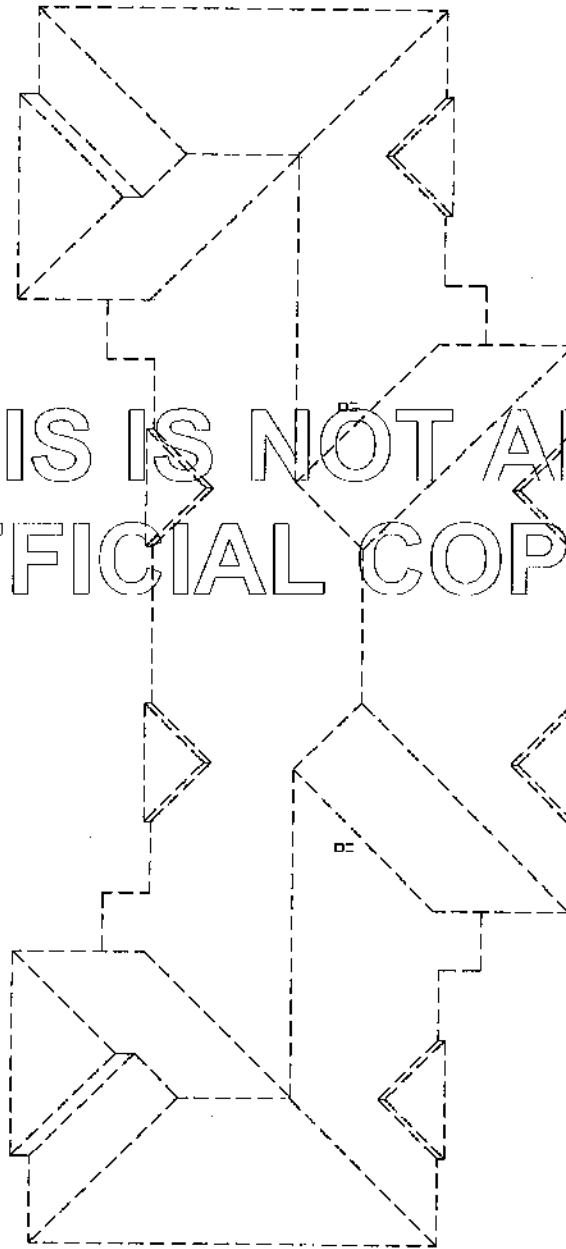
Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:

- (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
- (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (D) For each building's north orientation, refer to sitplan.

There may exist some variation between the proposed improvements and the improvements as constructed.

### VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN  
OFFICIAL COPY



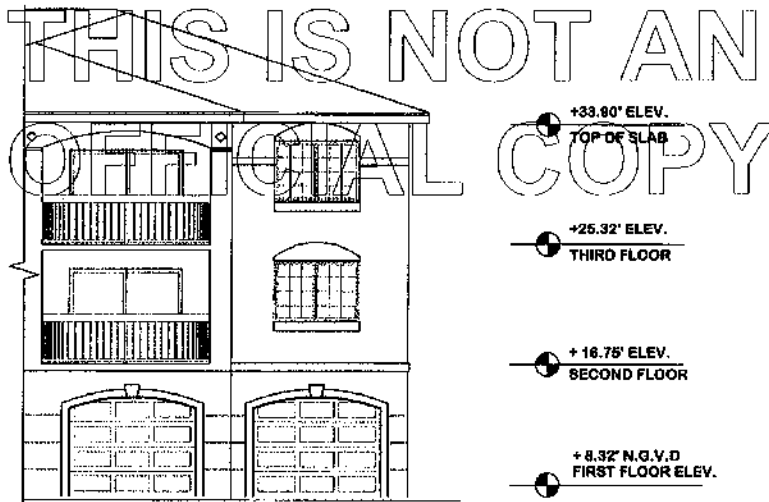
**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE

10 0 10 20  
SCALE: 1:20

# VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



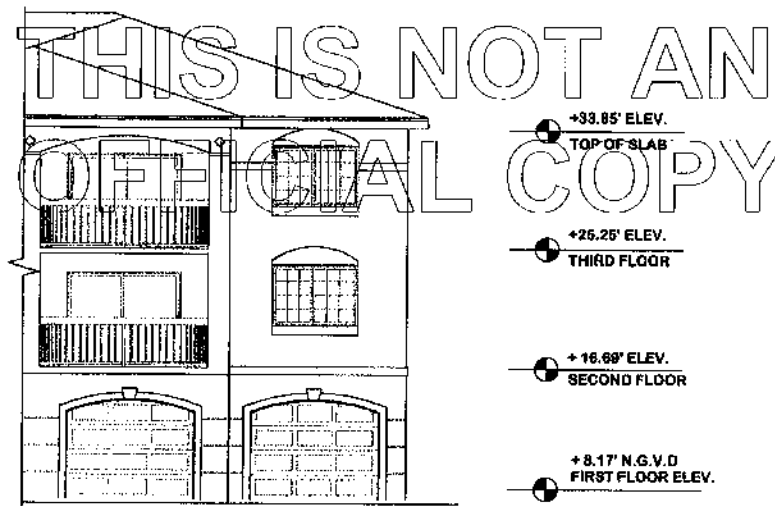
BLDG. # 3  
ELEVATION PROFILE

EXHIBIT *B*

SHEET *27*

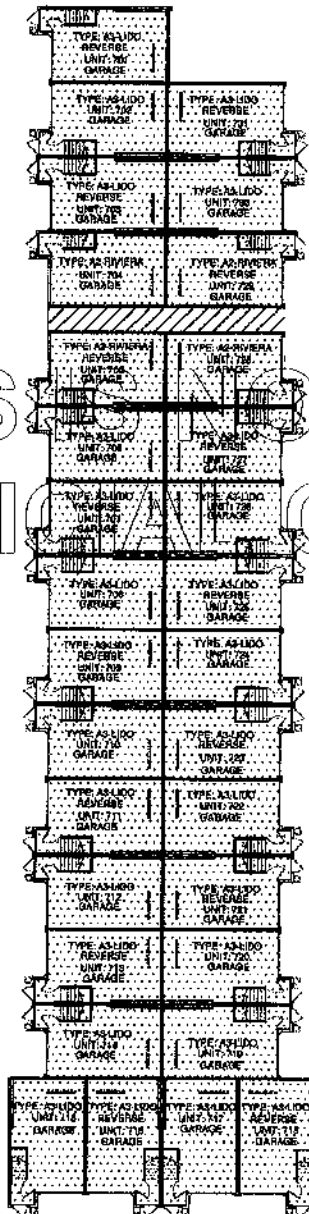
# VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



**LEGEND:**  
 \_\_\_\_\_ CONDOMINIUM UNIT BOUNDARY LINE  
 - - - - - COMMON ELEMENT BOUNDARY LINE  
 [Dotted Box] LIMITED COMMON ELEMENT  
 [Hatched Box] COMMON ELEMENT

15 0 15 30  
 SCALE: 1:30

**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
- (A) Upper Boundaries. The horizontal plane of the unfinished surface of the structural ceiling of the unit.
- (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (D) For each building's north orientation, refer to siteplan.

There may exist some variation between the proposed improvements and the improvements as constructed.

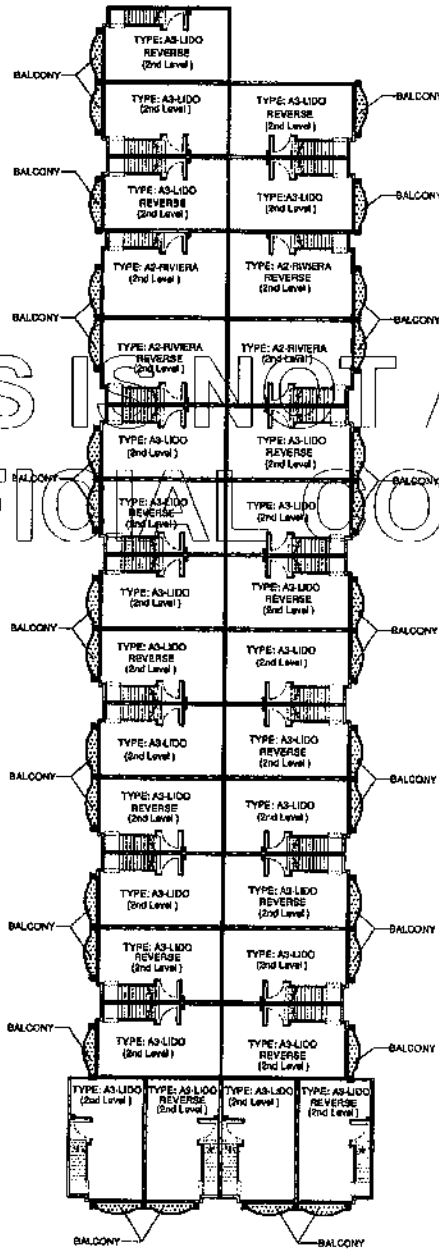
EXHIBIT *B*

BLDG. # 7  
 1ST LEVEL FLOOR PLAN

SHEET *19*

VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT

15 0 15 30  
SCALE: 1:30

NOTES:

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.
- There may exist some variation between the proposed improvements and the improvements as constructed.

EXHIBIT *B*

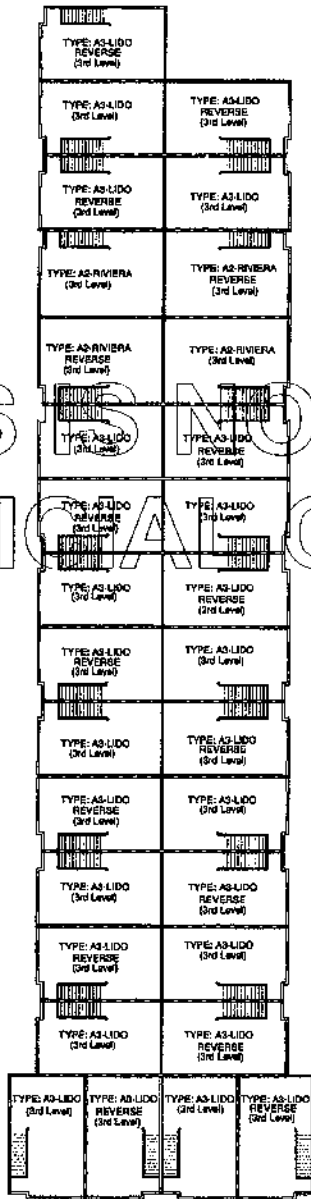
BLDG. # 7  
2ND LEVEL FLOOR PLAN

SHEET *30*



VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



**LEGEND:**  
 - - - - - CONDOMINIUM UNIT BOUNDARY LINE  
 - - - - - COMMON ELEMENT BOUNDARY LINE  
 [Dotted Box] LIMITED COMMON ELEMENT

15 0 15 30  
 SCALE: 1:30

**NOTES:**

- (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.
- There may exist some variation between the proposed improvements and the improvements as constructed.

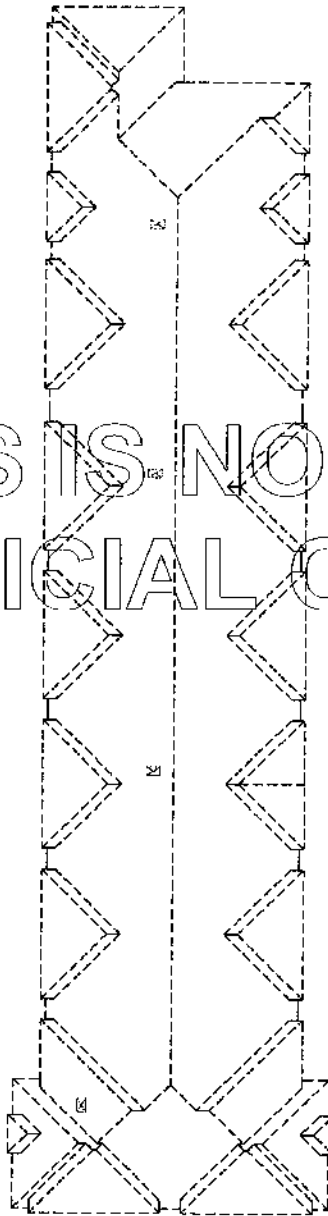
EXHIBIT B

BLDG. # 7  
 3RD LEVEL FLOOR PLAN

SHEET 31

### VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN  
OFFICIAL COPY



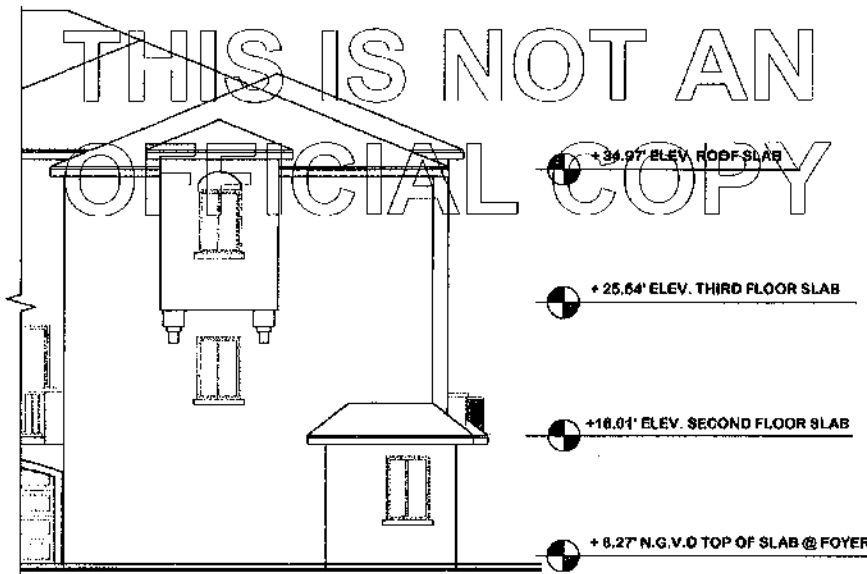
**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE

15 0 15 30  
SCALE: 1:30

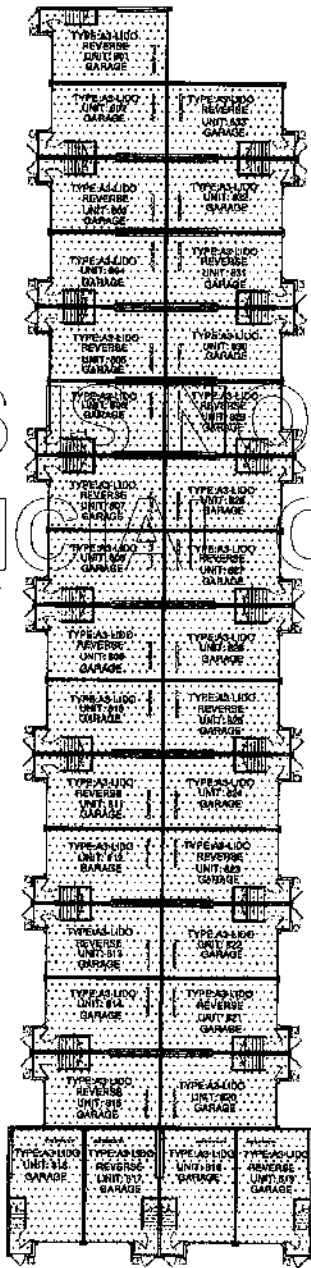
# VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



- LEGEND:**
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - COMMON ELEMENT BOUNDARY LINE
  - ▤ LIMITED COMMON ELEMENT

15 0 15 30  
SCALE: 1:30

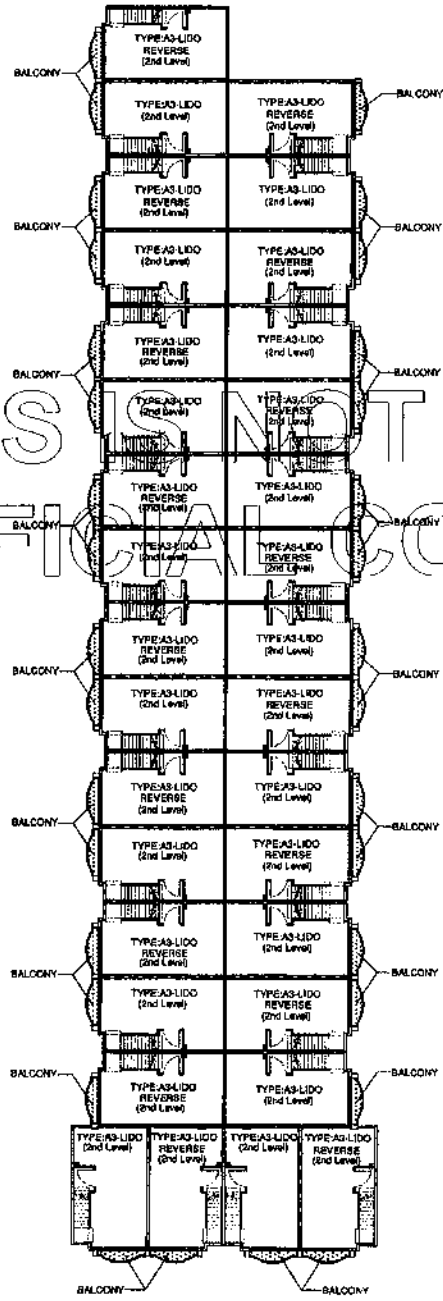
**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.

There may exist some variation between the proposed improvements and the improvements as constructed.

VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



**LEGEND:**  
 \_\_\_\_\_ CONDOMINIUM UNIT BOUNDARY LINE  
 - - - - - COMMON ELEMENT BOUNDARY LINE  
 [Stippled Box] LIMITED COMMON ELEMENT

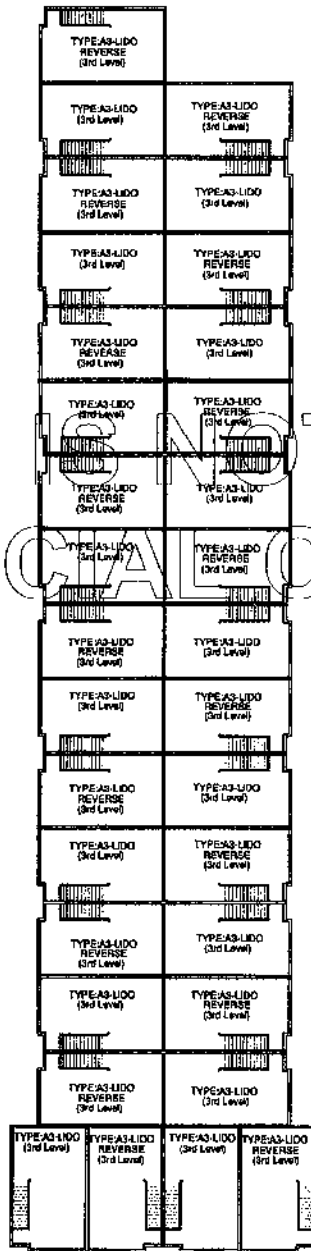
15 0 15 30  
 SCALE: 1:30

**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (D) For each building's north orientation, refer to siteplan.
- There may exist some variation between the proposed improvements and the improvements as constructed.

### VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN OFFICIAL COPY



- LEGEND:**
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - COMMON ELEMENT BOUNDARY LINE
  - ▨ LIMITED COMMON ELEMENT

15    0    15    30  
 SCALE: 1:30

**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
- (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
- (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (D) For each building's north orientation, refer to siteplan.

There may exist some variation between the proposed improvements and the improvements as constructed.

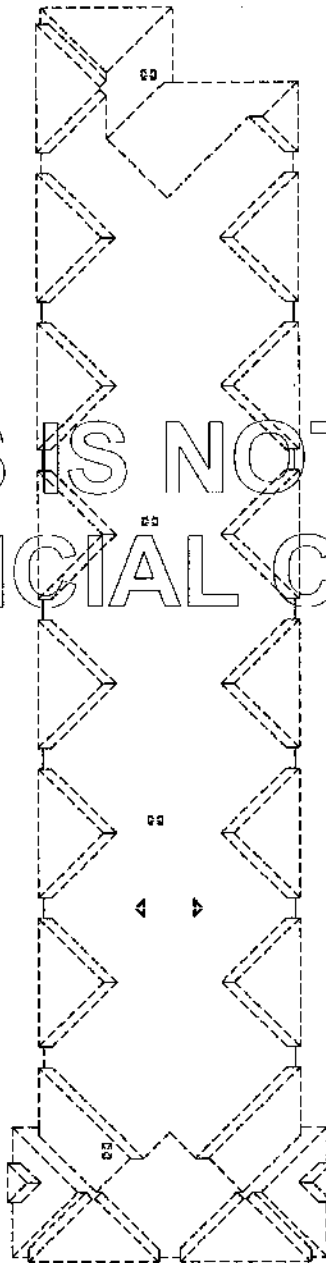
**EXHIBIT B**

**BLDG. # 8  
 3RD LEVEL FLOOR PLAN**

**SHEET 36**

### VILLAGE EAST, A CONDOMINIUM

THIS IS NOT AN  
OFFICIAL COPY



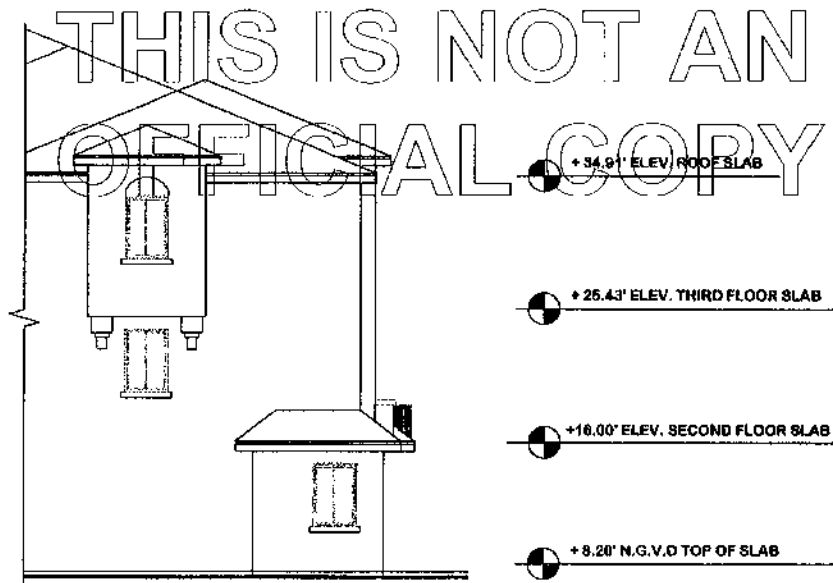
**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE

15 0 15 30  
SCALE: 1:30

# VILLAGE EAST, A CONDOMINIUM

1. ELEVATIONS REFER TO (N.G.V.D.)  
NATIONAL GEODETIC VERTICAL DATUM.



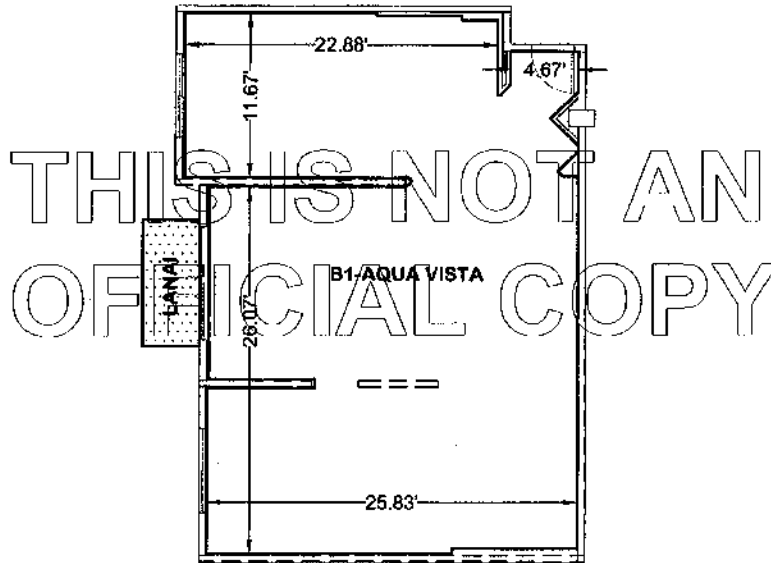
BLDG. # 8  
ELEVATION PROFILE

EXHIBIT *B*

SHEET *58*






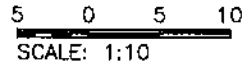
### VILLAGE EAST, A CONDOMINIUM



THIS IS NOT AN OFFICIAL COPY

**LEGEND:**

-  CONDOMINIUM UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENT



**NOTES:**

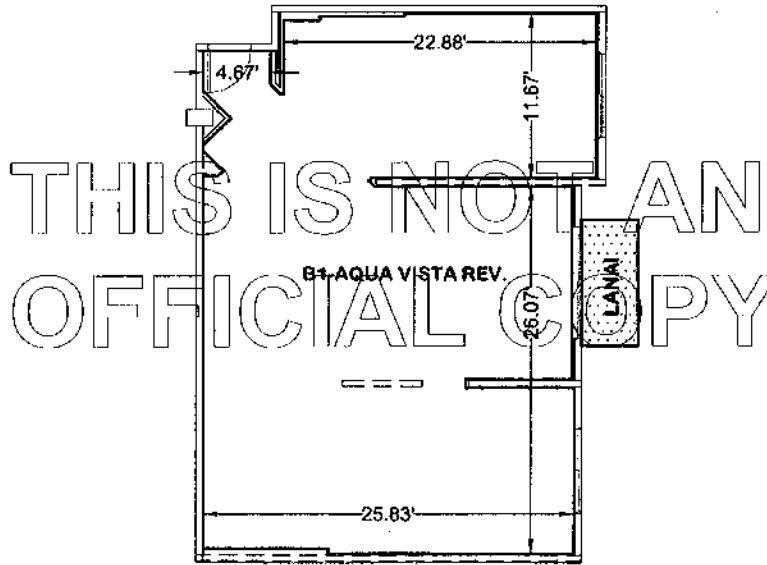
Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:

- (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
- (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.




**UNIT TYPE: B1-AQUA VISTA**  
**UNIT: 303, 403, 313 & 413**

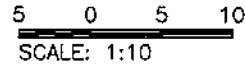
### VILLAGE EAST, A CONDOMINIUM



THIS IS NOT AN OFFICIAL COPY

**LEGEND:**

-  CONDOMINIUM UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENT



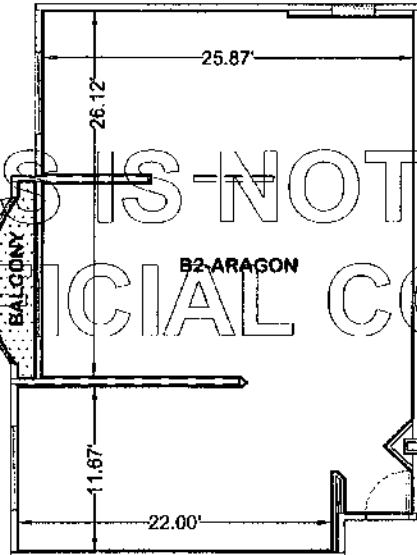
**NOTES:**

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planor intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

**UNIT TYPE: B1-AQUA VISTA REV.**  
**UNIT: 302, 402, 312 & 412**

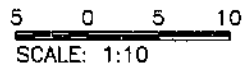
**VILLAGE EAST, A CONDOMINIUM**

THIS IS NOT AN OFFICIAL COPY



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT



**NOTES:**

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

**UNIT TYPE: B2-ARAGON**

**UNIT: 207, 209, 217, 219, 306, 308, 310, 315, 319,  
 321, 406, 408, 410, 415, 419, 421, 507, 509, 517,  
 519, 607, 609, 617, 619, 907, 909, 917, 919, 1007,**

**EXHIBIT B 1009, 1017, 1019, 1107, 1109, 1117 & 1119**

**SHEET 4/**

**VILLAGE EAST, A CONDOMINIUM**

THIS IS NOT AN OFFICIAL COPY



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT



**NOTES:**

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

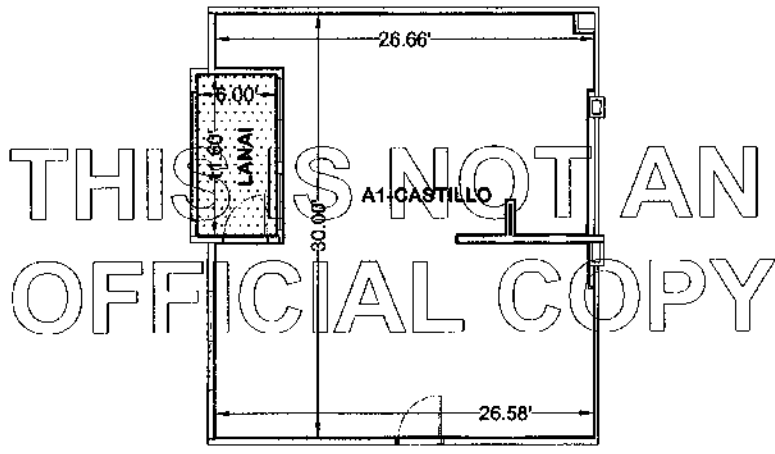
**UNIT TYPE: B2-ARAGON REV.**

**UNIT: 208, 210, 218, 220, 307, 309, 311, 316, 320,  
 322, 407, 409, 411, 416, 420, 422, 508, 510, 518,  
 520, 608, 610, 618, 620, 908, 910, 918, 920, 1008,**

**EXHIBIT B 1010, 1018, 1020, 1108, 1110, 1118 & 1120**

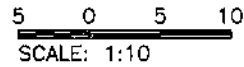
**SHEET 42**

**VILLAGE EAST, A CONDOMINIUM**



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT



**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
  - (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
- There may exist some variation between the proposed improvements and the improvements as constructed.
- (D) This unit is shown hereon as a typical type unit, even though there are variations to the structure within each unit as to size, shape and location of columns as well as the size of balconies. In an effort to decrease unit types, as directed by the client, this unit is shown as typical.

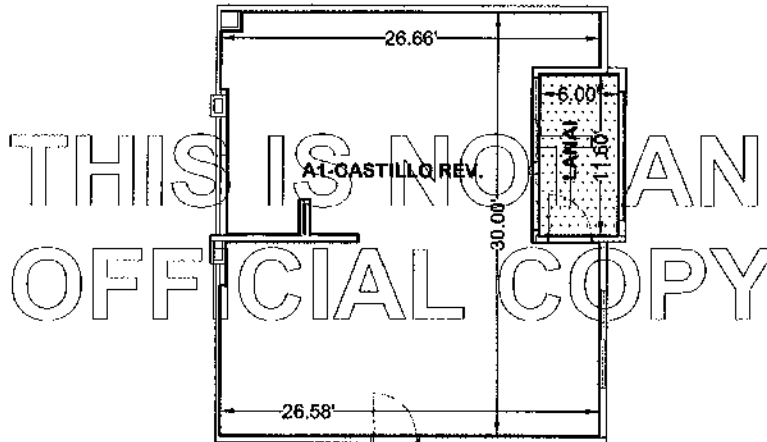
**UNIT TYPE: A1-CASTILLO**

**UNIT: 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133 & 135**

**EXHIBIT B**

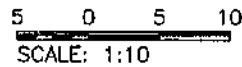
**SHEET 46**

**VILLAGE EAST, A CONDOMINIUM**



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT



**NOTES:**

- Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:
- (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.
  - (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
  - (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.
- There may exist some variation between the proposed improvements and the improvements as constructed.
- (D) This unit is shown hereon as a typical type unit, even though there are variations to the structure within each unit as to size, shape and location of columns as well as the size of balconies. In an effort to decrease unit types, as directed by the client, this unit is shown as typical.

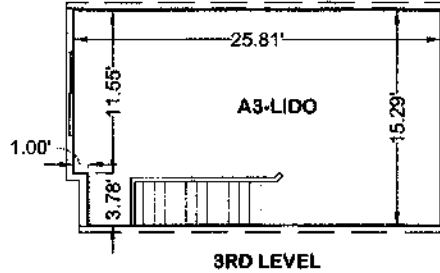
**UNIT TYPE: A1-CASTILLO REV.**

**UNIT: 102, 104, 106, 108, 110, 112, 114, 116, 118,**

**EXHIBIT B 120, 122, 124, 126, 128, 130, 132, 134 & 136**

**SHEET 44**

**VILLAGE EAST, A CONDOMINIUM**

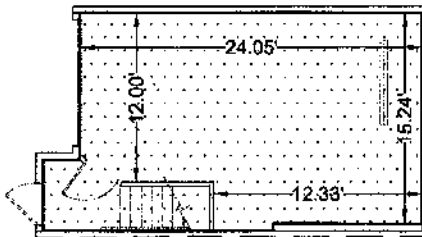


**3RD LEVEL**

THIS IS NOT AN OFFICIAL COPY



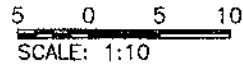
**2ND LEVEL**



**GARAGE AT 1ST LEVEL**

**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▒ LIMITED COMMON ELEMENT



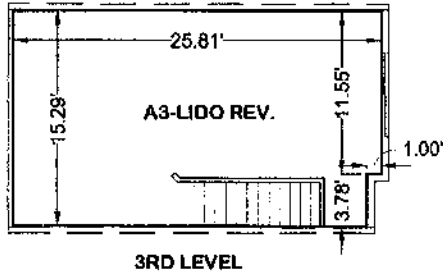
**NOTES:**

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

**UNIT TYPE A3-LIDO**

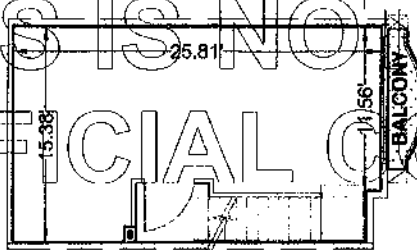
**UNIT: 702, 706, 708, 710, 712, 714, 715, 717, 720,  
 722, 724, 726, 730, 802, 804, 806, 808, 810, 812, 814,  
 816, 818, 820, 822, 824, 826, 828, 830 & 832**

**VILLAGE EAST, A CONDOMINIUM**

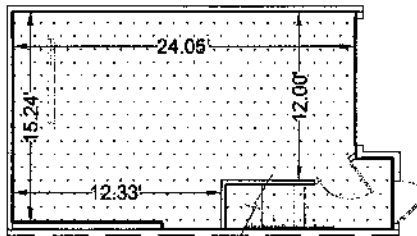


**3RD LEVEL**

THIS IS NOT AN OFFICIAL COPY



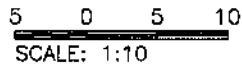
**2ND LEVEL**



**GARAGE AT 1ST LEVEL**

**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▒ LIMITED COMMON ELEMENT



**NOTES:**

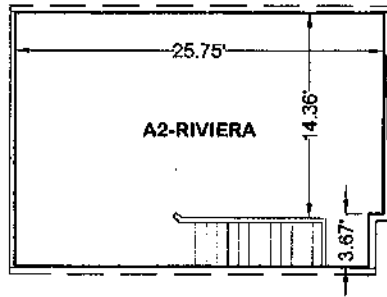
Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

**UNIT TYPE A3-LIDO REV.**

**UNIT: 701, 703, 707, 709, 711, 713, 716, 718, 719, 721, 723,  
 725, 727, 731, 801, 803, 805, 807, 809, 811, 813, 815, 817,  
 819, 821, 823, 825, 827, 829, 831 & 833**

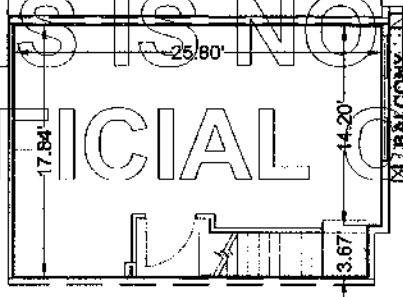


VILLAGE EAST, A CONDOMINIUM

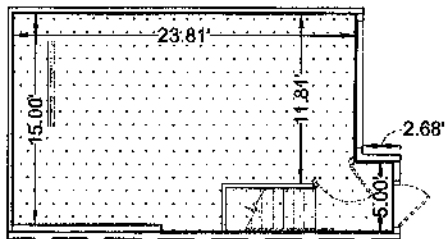


3RD LEVEL

THIS IS NOT AN OFFICIAL COPY



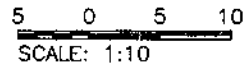
2ND LEVEL



GARAGE AT 1ST LEVEL

LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▒ LIMITED COMMON ELEMENT

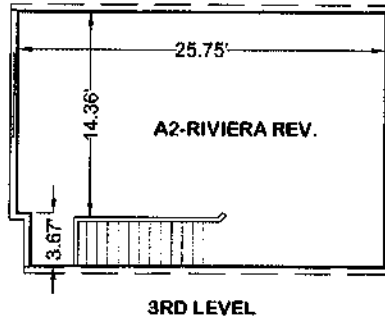


NOTES:

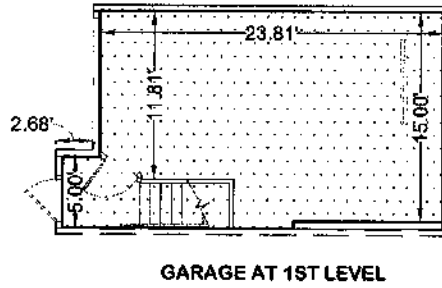
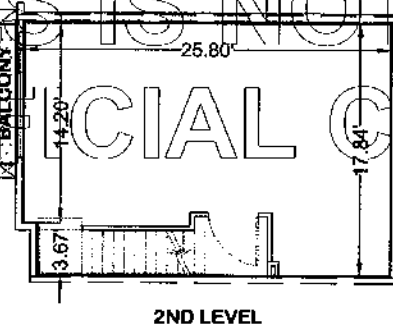
Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

UNIT TYPE A2-RIVIERA  
 UNIT: 704 & 728

VILLAGE EAST, A CONDOMINIUM

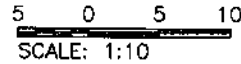


THIS IS NOT AN OFFICIAL COPY



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▤ LIMITED COMMON ELEMENT

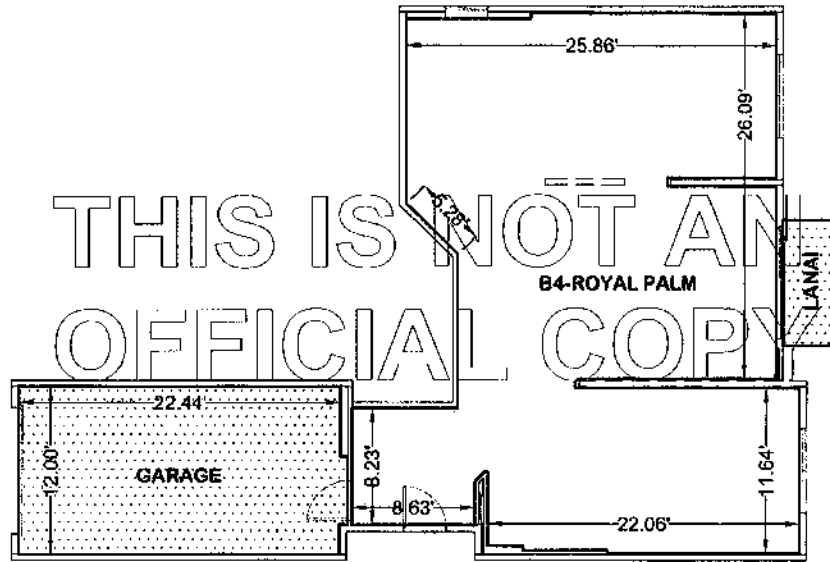


NOTES:

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

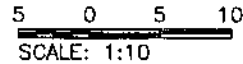
UNIT TYPE: A2-RIVIERA REV.  
 UNIT: 705 & 729

VILLAGE EAST, A CONDOMINIUM



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT



NOTES:

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

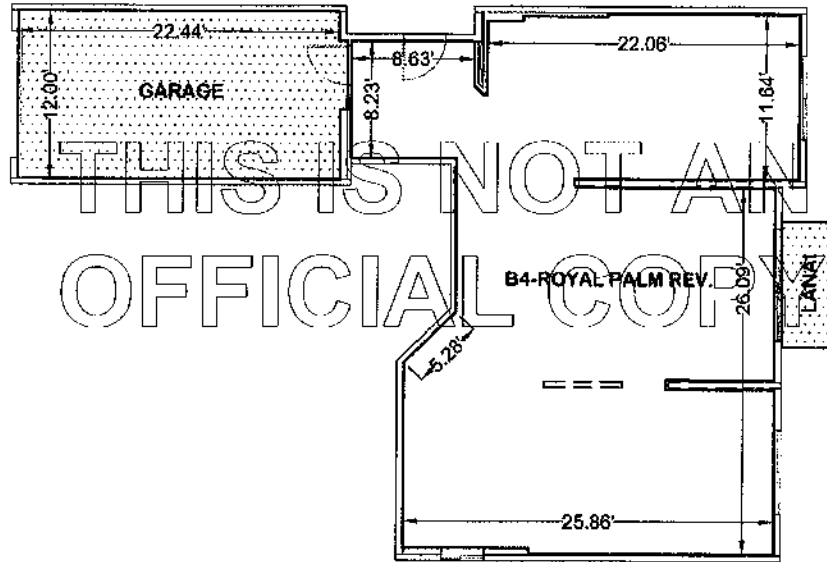
**UNIT TYPE: B4-ROYAL PALM**

**UNIT: 201, 202, 301, 401, 501, 502, 601, 602, 901, 902, 1001, 1002, 1101 & 1102**

EXHIBIT *B*

SHEET 49

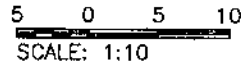
**VILLAGE EAST, A CONDOMINIUM**



THIS IS NOT AN OFFICIAL COPY

**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENT



**NOTES:**

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planor intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

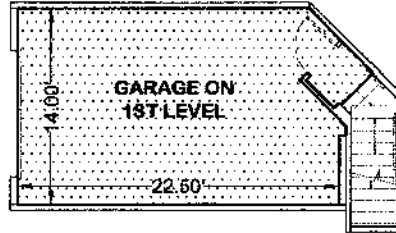
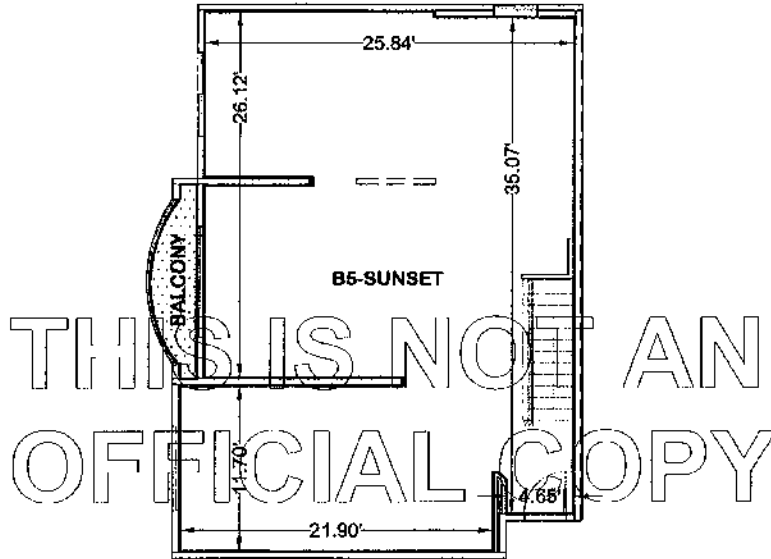
**UNIT TYPE: B4-ROYAL PALM REV.**

**UNIT: 211, 212, 314, 414, 511, 512, 611, 612, 911, 912, 1011, 1012, 1111 & 1112**

EXHIBIT **B**

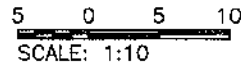
SHEET **30**

**VILLAGE EAST, A CONDOMINIUM**



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▒ LIMITED COMMON ELEMENT



**NOTES:**

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

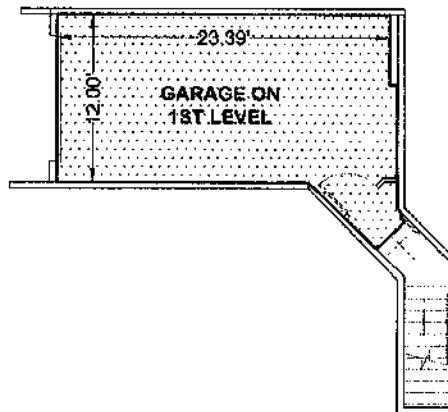
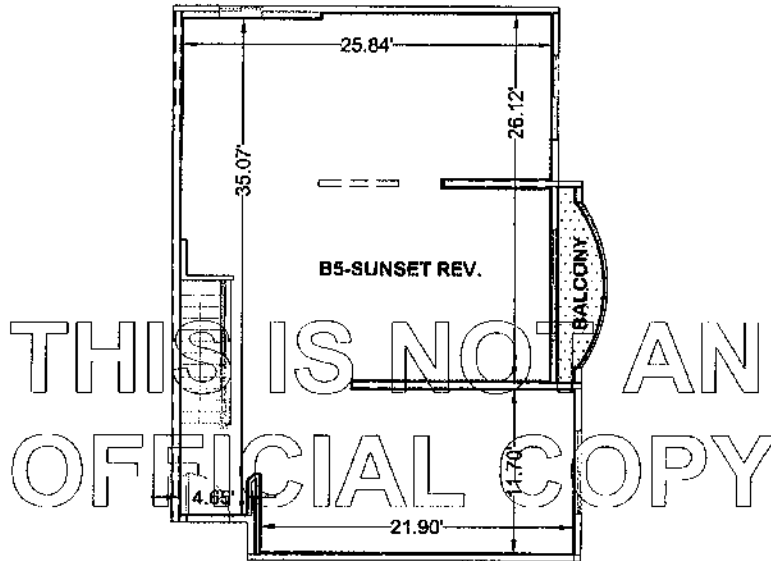
**UNIT TYPE: B5-SUNSET**

**UNIT: 203, 205, 213, 215, 304, 317, 404, 417, 503, 505, 513, 515, 603, 605, 613, 615, 903, 905, 913, 915,**

**EXHIBIT B 1003, 1005, 1013, 1015, 1103, 1105, 1113 & 1115**

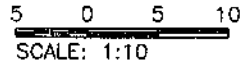
**SHEET 5**

**VILLAGE EAST, A CONDOMINIUM**



**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT



**NOTES:**

Each Condominium Unit consists of the space bounded by the Condominium Unit boundary lines by:  
 (A) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the unit.  
 (B) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.  
 (C) Perimeter Boundary. The perimeter boundary of the unit shall be the vertical planes of the unfinished interior surfaces of the wall bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.  
 There may exist some variation between the proposed improvements and the improvements as constructed.

**UNIT TYPE B5-SUNSET REV.**

**UNIT: 204, 206, 214, 216, 305, 318, 405, 418, 504, 506,  
 514, 516, 604, 606, 614, 616, 904, 906, 914, 916, 1004,  
 1006, 1014, 1016, 1104, 1106, 1114 & 1116**

EXHIBIT **B**

SHEET **5**

**VILLAGE EAST CONDOMINIUM**

**Percentage Shares of Ownership of Common Elements and  
Common Surplus and of Sharing of Common Expenses**

Unit Type	Sq. Ft +/-	Total Blse Sq. Ft +/-	% Share	No./Type	% Share/Type
B1-Aqua Vista	998	240992.00	0.0041412183	X 4	1.668487
B1-Aqua Vista Rev.	998	240992.00	0.0041412183	X 4	1.668487
B2-Aragon	998	240992.00	0.0041412183	X 36	14.908379
B2-Aragon Rev.	998	240992.00	0.0041412183	X 36	14.908379
A1-Castillo	746	240992.00	0.0030955384	X 18	5.571969
A1-Castillo Rev.	746	240992.00	0.0030955384	X 18	5.571969
A3-Lido	784	240992.00	0.0032532200	X 28	9.434338
A3-Lido Rev.	784	240992.00	0.0032532200	X 28	10.064982
A2-Riviera	912	240992.00	0.0037843580	X 2	0.758872
A2-Riviera Rev.	912	240992.00	0.0037843580	X 2	0.758872
B4-Royal Palm	990	240992.00	0.0041080202	X 14	5.751228
B4-Royal Palm Rev.	990	240992.00	0.0041080202	X 14	5.751228
B5-Sunset	998	240992.00	0.0041412183	X 28	11.595406
B5-Sunset Rev.	998	240992.00	0.0041412183	X 28	11.595406
<b>TOTAL</b>				<b>284</b>	<b>100.000000</b>

OFFICIAL COPY

Exhibit "B"

53

EXHIBIT "C"

**VILLAGE EAST, A CONDOMINIUM**

PERCENTAGE INTEREST IN COMMON ELEMENTS



VILLAGE EAST, A CONDOMINIUM  
PERCENTAGE INTEREST IN COMMON ELEMENTS

TOTAL OPERATING EXPENSES: (from Budget page)

5 814,931.00

UNIT #	MODEL	UNIT TYPE	A/C AREA	Total Community A/C	% OWNERSHIP	Unit Monthly Assessment
<b>Building 1</b>						
101	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
102	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
103	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
104	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
105	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
106	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
107	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
108	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
109	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
110	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
111	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
112	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
113	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
114	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
115	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
116	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
117	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
118	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
119	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
120	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
121	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
122	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
123	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
124	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
125	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
126	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
127	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
128	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
129	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
130	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
131	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
132	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
133	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
134	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
135	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
136	A1	CASTILLO	746	240,992	0.3096%	\$ 210.22
<b>Building 2</b>						
201	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
202	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
203	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
204	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
205	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
206	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
207	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
208	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
209	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
210	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
211	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
212	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
213	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
214	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
215	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
216	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
217	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
218	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
219	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
220	B2	ARAGON	998	240,992	0.4141%	\$ 281.23

Exhibit "C" to Declaration

**VILLAGE EAST, A CONDOMINIUM  
PERCENTAGE INTEREST IN COMMON ELEMENTS**

UNIT #	MODEL	UNIT TYPE	A/C AREA	Total Community A/C	% OWNERSHIP	Unit Monthly Assessment
<b>Building 3</b>						
301	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
302	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
303	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
304	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
305	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
306	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
307	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
308	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
309	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
310	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
311	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
312	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
313	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
314	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
315	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
316	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
317	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
318	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
319	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
320	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
321	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
322	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
<b>Building 4</b>						
401	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
402	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
403	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
404	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
405	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
406	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
407	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
408	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
409	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
410	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
411	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
412	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
413	B1	AQUA VISTA	998	240,992	0.4141%	\$ 281.23
414	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
415	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
416	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
417	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
418	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
419	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
420	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
421	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
422	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
<b>Building 5</b>						
501	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
502	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
503	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
504	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
505	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
506	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
507	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
508	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
509	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
510	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
511	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
512	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
513	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
514	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
515	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
516	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
517	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
518	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
519	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
520	B2	ARAGON	998	240,992	0.4141%	\$ 281.23

Exhibit "C" to Declaration

VILLAGE EAST, A CONDOMINIUM  
 PERCENTAGE INTEREST IN COMMON ELEMENTS

UNIT #	MODEL	UNIT TYPE	A/C AREA	Total Community A/C	% OWNERSHIP	Unit Monthly Assessment
<b>Building 6</b>						
601	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
602	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
603	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
604	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
605	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
606	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
607	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
608	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
609	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
610	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
611	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
612	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
613	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
614	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
615	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
616	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
617	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
618	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
619	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
620	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
<b>Building 7</b>						
701	A3	LIDO	784	240,992	0.3253%	\$ 220.93
702	A3	LIDO	784	240,992	0.3253%	\$ 220.93
703	A3	LIDO	784	240,992	0.3253%	\$ 220.93
704	A2	RIVIERA	912	240,992	0.3784%	\$ 257.00
705	A2	RIVIERA	912	240,992	0.3784%	\$ 257.00
706	A3	LIDO	784	240,992	0.3253%	\$ 220.93
707	A3	LIDO	784	240,992	0.3253%	\$ 220.93
708	A3	LIDO	784	240,992	0.3253%	\$ 220.93
709	A3	LIDO	784	240,992	0.3253%	\$ 220.93
710	A3	LIDO	784	240,992	0.3253%	\$ 220.93
711	A3	LIDO	784	240,992	0.3253%	\$ 220.93
712	A3	LIDO	784	240,992	0.3253%	\$ 220.93
713	A3	LIDO	784	240,992	0.3253%	\$ 220.93
714	A3	LIDO	784	240,992	0.3253%	\$ 220.93
715	A3	LIDO	784	240,992	0.3253%	\$ 220.93
716	A3	LIDO	784	240,992	0.3253%	\$ 220.93
717	A3	LIDO	784	240,992	0.3253%	\$ 220.93
718	A3	LIDO	784	240,992	0.3253%	\$ 220.93
719	A3	LIDO	784	240,992	0.3253%	\$ 220.93
720	A3	LIDO	784	240,992	0.3253%	\$ 220.93
721	A3	LIDO	784	240,992	0.3253%	\$ 220.93
722	A3	LIDO	784	240,992	0.3253%	\$ 220.93
723	A3	LIDO	784	240,992	0.3253%	\$ 220.93
724	A3	LIDO	784	240,992	0.3253%	\$ 220.93
725	A3	LIDO	784	240,992	0.3253%	\$ 220.93
726	A3	LIDO	784	240,992	0.3253%	\$ 220.93
727	A3	LIDO	784	240,992	0.3253%	\$ 220.93
728	A2	RIVIERA	912	240,992	0.3784%	\$ 257.00
729	A2	RIVIERA	912	240,992	0.3784%	\$ 257.00
730	A3	LIDO	784	240,992	0.3253%	\$ 220.93
731	A3	LIDO	784	240,992	0.3253%	\$ 220.93

Exhibit "C" to Declaration

VILLAGE EAST, A CONDOMINIUM  
PERCENTAGE INTEREST IN COMMON ELEMENTS

UNIT #	MODEL	UNIT TYPE	A/C AREA	Total Community A/C	% OWNERSHIP	Unit Monthly Assessment
<b>Building 8</b>						
801	A3	LIDO	784	240,992	0.3253%	\$ 220.93
802	A3	LIDO	784	240,992	0.3253%	\$ 220.93
803	A3	LIDO	784	240,992	0.3253%	\$ 220.93
804	A3	LIDO	784	240,992	0.3253%	\$ 220.93
805	A3	LIDO	784	240,992	0.3253%	\$ 220.93
806	A3	LIDO	784	240,992	0.3253%	\$ 220.93
807	A3	LIDO	784	240,992	0.3253%	\$ 220.93
808	A3	LIDO	784	240,992	0.3253%	\$ 220.93
809	A3	LIDO	784	240,992	0.3253%	\$ 220.93
810	A3	LIDO	784	240,992	0.3253%	\$ 220.93
811	A3	LIDO	784	240,992	0.3253%	\$ 220.93
812	A3	LIDO	784	240,992	0.3253%	\$ 220.93
813	A3	LIDO	784	240,992	0.3253%	\$ 220.93
814	A3	LIDO	784	240,992	0.3253%	\$ 220.93
815	A3	LIDO	784	240,992	0.3253%	\$ 220.93
816	A3	LIDO	784	240,992	0.3253%	\$ 220.93
817	A3	LIDO	784	240,992	0.3253%	\$ 220.93
818	A3	LIDO	784	240,992	0.3253%	\$ 220.93
819	A3	LIDO	784	240,992	0.3253%	\$ 220.93
820	A3	LIDO	784	240,992	0.3253%	\$ 220.93
821	A3	LIDO	784	240,992	0.3253%	\$ 220.93
822	A3	LIDO	784	240,992	0.3253%	\$ 220.93
823	A3	LIDO	784	240,992	0.3253%	\$ 220.93
824	A3	LIDO	784	240,992	0.3253%	\$ 220.93
825	A3	LIDO	784	240,992	0.3253%	\$ 220.93
826	A3	LIDO	784	240,992	0.3253%	\$ 220.93
827	A3	LIDO	784	240,992	0.3253%	\$ 220.93
828	A3	LIDO	784	240,992	0.3253%	\$ 220.93
829	A3	LIDO	784	240,992	0.3253%	\$ 220.93
830	A3	LIDO	784	240,992	0.3253%	\$ 220.93
831	A3	LIDO	784	240,992	0.3253%	\$ 220.93
832	A3	LIDO	784	240,992	0.3253%	\$ 220.93
833	A3	LIDO	784	240,992	0.3253%	\$ 220.93
<b>Building 9</b>						
901	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
902	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
903	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
904	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
905	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
906	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
907	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
908	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
909	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
910	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
911	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
912	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
913	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
914	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
915	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
916	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
917	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
918	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
919	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
920	B2	ARAGON	998	240,992	0.4141%	\$ 281.23

VILLAGE EAST, A CONDOMINIUM  
 PERCENTAGE INTEREST IN COMMON ELEMENTS

UNIT #	MODEL	UNIT TYPE	A/C AREA	Total Community A/C	% OWNERSHIP	Unit Monthly Assessment
<b>Building 10</b>						
1001	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1002	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1003	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1004	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1005	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1006	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1007	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1008	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1009	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1010	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1011	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1012	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1013	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1014	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1015	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1016	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1017	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1018	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1019	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1020	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
<b>Building 11</b>						
1101	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1102	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1103	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1104	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1105	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1106	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1107	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1108	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1109	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1110	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1111	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1112	B4	ROYAL PALM	990	240,992	0.4108%	\$ 278.98
1113	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1114	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1115	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1116	B5	SUNSET	998	240,992	0.4141%	\$ 281.23
1117	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1118	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1119	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
1120	B2	ARAGON	998	240,992	0.4141%	\$ 281.23
<b>TOTALS</b>			240,992		100.000%	\$ 67,910.92

EXHIBIT "D"

**VILLAGE EAST, A CONDOMINIUM**

ARTICLES OF INCORPORATION OF  
VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.

**EXHIBIT "D"**

**ARTICLES OF INCORPORATION**

THIS IS NOT AN  
OFFICIAL COPY

-D-

*Declaration of Condominium for Village East, a Condominium*

850-205-0381

2/24/2006 9:51

PAOE 001/003

Florida Dept of State

# State of Florida



## Department of State

I certify from the records of this office that VILLAGE EAST CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 23, 2006.

The document number of this corporation is N06000002047.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 306A00013213-022406-N06000002047-1/1, noted below.

Authentication Code: 306A00013213-022406-N06000002047-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-fourth day of February, 2006



*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State



850-205-0381

2/24/2006 9:51

PAGE 002/003

Florida Dept of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VILLAGE EAST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on February 23, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N06000049859. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000002047.

Authentication Code: 306A00013213-022406-N06000002047-1/1

THIS IS NOT AN OFFICIAL COPY

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-fourth day of February, 2006



*Sam M. Cobb*  
Sam M. Cobb  
Secretary of State

850-205-0381

2/24/2008 9:51

PAGE 003/003

Florida Dept of State



February 24, 2006

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.  
2001 SE 10TH AVENUE  
FT LAUDERDALE, FL 33316

The Articles of Incorporation for VILLAGE EAST CONDOMINIUM ASSOCIATION, INC. were filed on February 23, 2006, and assigned document number N06000002047. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000049859.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Dale White  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 306A00013213

P.O BOX 6327 - Tallahassee, Florida 32314

Fax Audit Number: H06000049859 3

**ARTICLES OF INCORPORATION  
FOR  
VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.,  
a Florida not for profit corporation**

The undersigned incorporator by these Articles associates himself for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of the corporation shall be VILLAGE EAST CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE II  
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof for the operation of a condominium (the "Condominium"). It is intended that the Condominium will consist of two hundred sixty four (264) residential condominium units (the "Units").

**ARTICLE III  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the DECLARATION OF CONDOMINIUM OF VILLAGE EAST, A CONDOMINIUM (the "Declaration") to be recorded in the Public Records of Broward County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV  
POWERS**

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

4.1 **General.** The Association shall have all of the common law and statutory powers of a not for profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

4.2 **Enumeration.** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate and administer the Condominium, pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

Fax Audit Number: H0600049859 3

(a) To make and collect Assessments and other charges against "Members" of the Association (as defined in Article 5 hereof) as Unit Owners (the "Owners" or "Unit Owners"), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the "Condominium Property" (as defined in the Declaration) and insurance for the protection of the Association, its officers, Board of Directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and "Association Property" (as hereinafter defined in Article 4.3 hereof), subject, however, to the limitation regarding assessing Units owned by "Declarant" (as defined in the Declaration) for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or Bylaws.

(h) If applicable, to contract for the management and maintenance of the Condominium Property and Association Property, and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, including its Board of Directors and all officers, shall, however, retain at all times the powers, and duties granted by the Condominium Act, and the Declaration, including, but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds (hereinafter collectively referred to as "Association Property") shall be held for the benefit and use of the Members in accordance with the provisions of the Act, the Declaration, these Articles and the Bylaws. Association Property shall be subject to reasonable regulation by the Board of Directors.

Page 2 of 8

Fax Audit Number: H0600049859 3 *Articles of Incorporation*  
*Village East Condominium Association, Inc.*

Fax Audit Number: H06000049859 3

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non profit corporation or a public agency, except in the event of a termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

**ARTICLE V**  
**MEMBERS**

5.1 Membership. The members of the Association ("Members") shall consist of the Declarant and all of the record title Owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were Members, at the time of such termination, and their successors and assigns, as further described in the Declaration.

5.2 Assignment. 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 Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be a total of two hundred sixty four votes to be cast, consisting of one (1) vote for each Unit. These votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

**ARTICLE VI**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VII**  
**INCORPORATOR**

The name and address of the Incorporator to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
James G. McCulla	1815 Cordova Road, Suite 209 Fort Lauderdale, Florida 33316

**ARTICLE VIII**  
**OFFICERS**

Subject to the direction of the Board of Directors (described in Article 9 below), the affairs of

Fax Audit Number: H06000049859 3

the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

James G. McCulla President and Treasurer	1815 Cordova Road, Suite 209 Fort Lauderdale, Florida 33316
Joseph J. McCulla Vice President	1815 Cordova Road, Suite 209 Fort Lauderdale, Florida 33316
Susan L. Brown Secretary	1815 Cordova Road, Suite 209 Fort Lauderdale, Florida 33316

**ARTICLE IX**  
**BOARD OF DIRECTORS**

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board" or "Board of Directors") consisting of the number of Board Members determined in the manner provided by the Bylaws, but which shall consist of not less than three (3), nor more than nine (9), Board Members. Members of the Board of Directors need not be Members of the Association or residents of Units in the Condominium.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Board Members of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
James G. McCulla	1815 Cordova Road, Suite 209 Fort Lauderdale, FL 33316
Joseph J. McCulla	1815 Cordova Road, Suite 209 Fort Lauderdale, Florida 33316
Susan L. Brown	1815 Cordova Road, Suite 209 Fort Lauderdale, Florida 33316

Page 4 of 8

Fax Audit Number: H06000049859 3

**ARTICLE X**  
**INDEMNIFICATION**

10.1 Indemnity. The Association shall indemnify any Board Member or officer, or their agents, who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such party is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

10.2 Expenses. To the extent that a Member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article X.

10.4 Miscellaneous. The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Member of the Board, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member of the Board, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Member of the Board, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said

Page 5 of 8

Fax Audit Number: H06000049859 3 *Articles of Incorporation*  
*Village East Condominium Association, Inc.*

Fax Audit Number: H06000049859 3

person against such liability under the provisions of this Article.

10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article X may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**ARTICLE XI**  
**BYLAWS**

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

**ARTICLE XII**  
**AMENDMENTS**

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Members of the Board and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

(a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than sixty-five percent (65%) of the entire Board of Directors; or

(b) after control of the Association is turned over to Unit Owners other than the Declarant, by not less than sixty-five percent (65%) of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or

(c) after control of the Association is turned over to Unit Owners other than the Declarant, by not less than sixty-five percent (65%) of the entire Board of Directors; or

(d) before control of the Association is turned over to the Unit Owners other than the Declarant, by not less than sixty-five percent (65%) of the entire Board of Directors.

12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers," without the approval in writing of all Members and the joinder of all mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or its Affiliate, unless Declarant or its Affiliate shall join in the execution of the amendment. No amendment to this

Page 6 of 8



~~Fax Audit Number: H060000498593~~

paragraph 12.3 shall be effective.

12.4 Declarant. Declarant has the absolute right, without the joinder of the Association or any other party, to amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone) without any consent of Members.

12.5 Recording. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy certified by the Department of State shall be recorded in the Public Records of Broward County, Florida.

**ARTICLE XIII**  
**PRINCIPAL ADDRESS OF ASSOCIATION**

The principal office of this corporation shall be at 2001 S.E. 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33316, or such other place as may subsequently be designated by the Board of Directors.

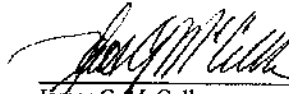
**ARTICLE XIV**  
**CONVEYANCE**

The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

**ARTICLE XV**  
**REGISTERED AGENT**

The initial registered agent of the Association shall be CORECO, INC., 100 N.E. Third Avenue, Suite 280, Fort Lauderdale, Florida 33301.

IN WITNESS WHEREOF, the Incorporator has affixed his signature as of this 23 day of February, 2006.

  
James G. McCulla

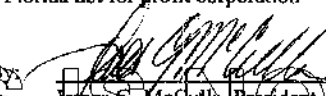
Fax Audit Number: H06000049859 3

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091 AND 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

VILLAGE EAST CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2001 S. E. 10<sup>TH</sup> AVENUE, FORT LAUDERDALE, FLORIDA 33316, HAS NAMED CORPCO, INC., 100 N.E. THIRD AVENUE, SUITE 280, FORT LAUDERDALE, FLORIDA 33301, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.,  
a Florida not for profit corporation

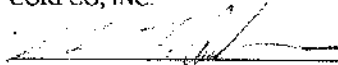
By:   
James G. McCulla, President  
Date: February 23, 2006

THIS IS NOT AN ORIGINAL COPY

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, CORPCO, INC., HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF ITS DUTIES.

Registered Agent

CORPCO, INC.

  
Frank T. Adams, Vice President

Date: February 23, 2006

EXHIBIT "E"

**VILLAGE EAST, A CONDOMINIUM**

BY-LAWS OF  
VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.

**EXHIBIT "E"**

**BYLAWS**

THIS IS NOT AN  
OFFICIAL COPY

-E-

*Declaration of Condominium for Village East, a Condominium*

**BYLAWS OF  
VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.,  
a Florida corporation not for profit  
organized under the laws of the State of Florida**

**Article 1  
GENERAL**

1.1 **The Name.** The name of the Corporation shall be VILLAGE EAST CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Corporation shall be at 2001 S. E. 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33316, or at such other place as may be subsequently designated by the Board of Directors.

1.3 **Identity.** In addition to these Bylaws being the Bylaws of the Association, these bylaws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") for the purpose of administering, operating and managing VILLAGE EAST, A CONDOMINIUM (the "Condominium").

1.4 **Definitions.** As used herein, these Bylaws shall be referred to as the "Bylaws," the Articles of Incorporation of the Association as the "Articles," the term "Corporation" shall be the equivalent of "Association," "Developer" shall be equivalent to the "Declarant" as both may be used and interchanged throughout these Bylaws, the Articles, and the Declaration. All other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Village East, a Condominium ("Declaration"). Any terms not defined in the Declaration shall have those definitions established by the Act.

**Article 2  
MEMBERSHIP AND VOTING PROVISIONS**

2.1 **Membership.** Membership in this Association shall be as specified in the Articles and the Declaration and shall be limited to Unit Owners in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a Unit shall be cast by the Voting Member. If Unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its Voting Member. Developer, or its assignee, nominee, designee or successor, as a Unit Owner of unsold Units, shall be deemed a Unit Owner and Member of this Association.

2.2 **Voting.** In any meeting of members, the Unit Owner of each residential Unit shall be entitled to one (1) vote. If a Unit Owner owns more than one residential Unit, he shall be entitled to one (1) vote for each residential Unit owned. The vote of a Unit shall not be divisible. Unless otherwise set forth herein or in the Act, matters shall be voted on by the membership of the

Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") to be cast by the Members in attendance at any meeting having a quorum.

2.3 **Quorum.** Unless otherwise provided in these Bylaws, the presence, in person, or by proxy, of thirty-three and one-third percent (33-1/3 %) of the Voting Interests of the Association constitutes a quorum. Voting rights of no Unit Owner may be suspended pursuant to the provisions of the Declaration of these bylaws for any violation of same, pursuant to Section 718.106, Florida Statutes. A quorum is not required for elections conducted by the Association, pursuant to Section 718.112(2)(d), Florida Statutes.

2.4 **Proxies.** Except where otherwise provided by law, in the Declaration, the Articles of Incorporation or in these Bylaws (including, but not limited to Section 4.2 hereof), votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to, or at, the meeting at which they are to be used, and shall be effective only for the specific meeting for which they were originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Where a Unit is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to: (i) waive or reduce reserves; (ii) waive financial statement requirements; (iii) amend the Declaration; (iv) amend the Articles of Incorporation or Bylaws; and (v) for any other matter for which the Florida Condominium Act requires or permits a vote of the Unit Owners. (No proxy, limited or general, shall be used in the election of Board members.) General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. (Notwithstanding the provision of this subsection 2.4, Unit Owners may vote in person at Unit Owner meetings.)

2.5 **Designation of Voting Member.** If a Unit is owned by one person, his right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the Unit's vote shall be designated in a certificate to be filed with the Secretary, signed by all of the record Unit Owners of the Unit. If a Unit is owned by a corporation, it shall designate the officer, employee or agent entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by its President or Vice President and attested to by its Secretary or Assistant Secretary. The person designated in such certificate shall be known as the Voting Member. If, for a Unit owned by more than one person or by a corporation, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable:

- A. They may, but they shall not be required to, designate a Voting Member;

B. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

C. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

**Article 3**  
**MEMBERSHIP AND MEETINGS**

3.1 **Place.** All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **Notice.** It shall be the duty of the Secretary to send by regular mail or deliver a notice of each annual or special meeting to each Unit Owner, and to post a copy of said notice in a conspicuous place on the property, at least fourteen (14) continuous days but not more than thirty-five (35) days prior to such meeting pursuant to Section 718.112(2)(d)(2), Florida Statutes. Notwithstanding the foregoing, not less than sixty (60) days before a scheduled election, the Secretary shall mail or deliver to each Unit Owner a first notice of the date of election in accordance with Section 718.112(2)(d)(2), Florida Statutes, and as detailed in Section 4.2 herein. Together with the notice to be provided in accordance with the first sentence of this Section 3.2, the Secretary shall mail or deliver a second notice of election. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium property upon which all notices of Unit Owner meetings shall be posted. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner. All notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice or by a U.S. post office certificate of mailing and such proof shall be retained in the official records of the Association as proof of such mailing. Notice of specific meetings may be waived before or after the meeting.

3.3 **Annual Meeting.** There shall be an annual meeting of the Unit Owners for the purpose of electing directors and transacting any other authorized business. Such annual meeting shall be held at 8:00 p.m., Eastern Standard Time, on the first Tuesday in December of each year, or at such other time as shall be selected by the Board of Directors. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **Special Meetings.** Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Voting Members representing forty percent (40%) of the Voting Interests. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **Action by Members without a Meeting.** Notwithstanding anything herein to the contrary, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members may, to the extent same is lawful, be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.6 **Adjourned Meeting.** If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.7 **Order of Business.** The order of business at annual Members' meetings, and as far as practical at other Members' meetings, shall be:

- THIS IS NOT AN OFFICIAL COPY
- A. Collection of election ballots (if applicable);
  - B. Calling to order by President or Chairman;
  - C. Appointment of chairman of the meeting by the President or, in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association or a representative of the Association's management company who will conduct the meeting without vote;
  - D. Calling of the roll and certifying of proxies;
  - E. Proof of notice of the meeting or waiver of notice;
  - F. Reading and disposal of any unapproved minutes;
  - G. Reports of officers;
  - H. Reports of committees;
  - I. Appointment of inspectors of election;
  - J. Determination of number of directors;
  - K. Election of directors;
  - L. Unfinished business;



M. New business; and

N. Adjournment.

3.8 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

#### Article 4 DIRECTORS

4.1 **Membership.** The affairs of the Association shall be managed by a Board of not less than three (3), nor more than nine (9) Directors.

The exact number of Directors will be determined from time to time upon majority vote of the membership. The Board may not appoint other officers without the majority vote of the membership. All Directors shall be Unit Owners, or, in the case of partnership Unit Owners, shall be members or employees of such partnerships; or, in the case of corporate Unit Owners, shall be directors, officers, stockholders or employees of such Corporation; or, in the case of fiduciary Unit Owners, shall be the fiduciaries or their beneficiaries, or directors, officers, stockholders or employees of a corporate fiduciary, or their corporate beneficiary, or partners or employees of a partnership fiduciary. No Director shall continue to serve on the Board after he ceases to be a Unit Owner or an interested party in a Unit Owner as specified in the preceding sentence. The above provisions of this subsection 4.1 and subsection 4.2 shall not apply to Directors elected by the Developer in accordance with subsection 4.15 hereof.



4.2 **Election of Directors.** Election of Directors shall be conducted in the following manner:

A. Election of directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

B. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise; however, if a majority or more of the existing Board is recalled at the meeting, proxies may be used for the election to fill these vacancies, in accordance with Rule 61B-0027(3)(e)2, Florida Administrative Code. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election of members of the Board of administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

C. Written notice of the scheduled election shall be mailed to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the

election shall be mailed to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

D. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

E. Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in Paragraph G below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half inches (8-1/2") by eleven inches (11"). Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than thirty-five (35) days before the election. The failure of the Association to mail or personally deliver a copy of a timely delivered information sheet of each eligible candidate to the eligible voters shall render any election held null and void. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association. (The Association has no liability for the contents of the information sheets prepared by the candidates.)

F. The Board shall hold a meeting following the deadline for a candidate to provide notice to the Association of intent to run.

G. Not less than thirty (30) days before the scheduled election, the Association shall mail or deliver to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot which shall list all candidates and any information sheets timely submitted by the candidates. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

H. The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No

ballot shall contain a section providing for the signature of a voter. All ballot forms shall be uniform in color and appearance. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Act.

I. Any envelopes containing ballots not prevalidated as provided in subsection 4.2(J) below shall be collected by the Association and shall be transported to the location of the election. Either the Board or persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(J) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

J. The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Rule 61B-23.001, Florida Administrative Code.

K. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board.

L. The provisions of this subsection 4.2(B) through 4.2(K), inclusive, are in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Rule 61B-23.0021, Florida Administrative Code. In the event such statute or rule is repealed, the Board shall determine the procedure for elections of directors. In the event said statute or rule is amended, these Bylaws shall be deemed automatically amended to comply with any such changes.

M. The provisions of this subsection 4.2 may be amended by a sixty-five percent (65%) vote of the total Voting Interests to provide for different voting and election procedures, provided that the proposed amendments comply with Florida law, as amended from time to time.

N. Notwithstanding anything contained herein to the contrary, balloting is not necessary to fill any vacancy unless there are two (2) or more eligible candidates for that vacancy. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

O. At any duly convened regular or special meeting of Members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of Voting Members casting not less than a majority of the total votes of the Association. A successor may then and there be elected to fill any vacancies created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below. Notwithstanding the foregoing, as provided in Rule 61B-23.0026, Florida Administrative Code, directors appointed by the Developer may only be removed by the Developer and directors appointed by the Unit Owners may only be removed by the Unit Owners.

P. Except as to vacancies resulting from removal of Directors by Members, if the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

Q. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board. The transfer by a Director of title to his parcel shall, effective as of the date of title transfer, automatically constitute a resignation from the Board.

R. Until a majority of the Directors are elected by the Members other than the Developer, however, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

4.3 **Term.** Vacancies on the Board caused by the expiration of a Director's term shall be filled by electing new Board members. The term of each director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Board shall serve in accordance with subsection 4.15 hereinafter.

4.4 **Recall.** Subject to the provisions of Section 718.301, Florida Statutes, and subject to the provisions of Article 4 of these Bylaws, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a

meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a Director shall be further governed by Section 718.112(2)(j), Florida Statutes.

4.5 **Organizational Meeting.** The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Adequate notice of such meeting shall be posted conspicuously on Condominium property at least forty-eight (48) continuous hours preceding such meeting, except in the case of emergency, and no further notice of the organizational meeting shall be necessary.

4.6 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally, or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board and any committee thereof at which a quorum of the members of that committee are present, shall be open to all Unit Owners, and notice of such meetings, which notice shall specifically state an identification of agenda items, shall be posted conspicuously at each Condominium forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one (1) member of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted. Notice of any meeting where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The right of a Member to attend such meetings includes the right of the Member to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage or usage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

4.7 **Special Meetings.** Special meetings of the Directors may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at each

Condominium forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any special meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners or posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted. Notice of any meeting where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The right of a Member to attend such special meetings includes the right of the Member to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section 4.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

4.8 **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 **Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes.

4.10 **Adjourned Meetings.** If, at any meeting of the Board, 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 any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 **Presiding Officer.** The presiding officer of the directors' meetings shall be chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The President or, in his absence, a majority of the Board, may appoint, without vote, the attorney of the Association or a representative of the Association's management company to act as chairman to conduct the meeting.

4.12 **Order of Business.** The order of business at directors' meetings shall be:

- A. Calling of roll;
- B. Proof of due notice of meeting;

- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Election of officers;
- F. Unfinished business;
- G. New business; and
- H. Adjournment.

4.13 **Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representative, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 **Compensation.** Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the Voting Members at a membership meeting. Directors may be compensated for services performed outside the scope of their services as directors. Notwithstanding anything to the contrary contained in this subsection 4.14, no director, officer or manager required to be licensed under Section 486.432, Florida Statutes, shall solicit, offer to accept, or accept any thing or service of a value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes. However, this subsection 4.14 does not prohibit a director, officer or manager from accepting services or items received in connection with trade fairs or education programs.

4.15 **Developer Control of Board; Turnover.** Developer shall initially appoint three (3) Directors and then thereafter, shall have the right to appoint and replace all Directors and Officers; provided, however, upon the sale or transfer by Developer of **twenty five percent (25%)** of the Units to Unit Owners other than the Developer, the Members other than the Developer shall be entitled to elect, at a meeting of Members, one-third of the Directors to the Board. Upon the election of such Director by Members other than the Developer, the Developer shall designate one of the three Directors appointed by it to resign. This procedure is intended to give Members other than the Developer a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Developer Members, and (ii) to promote the ability of non-Developer Members to manage the Association, in anticipation of turnover.

The Developer shall turn over control of the Association to Unit Owners other than the Developer upon the first to occur of the following:

- (1) Three (3) years after fifty percent (50%) of the Units have been conveyed to Unit Owners;

(2) Three (3) months after ninety percent (90%) of the Units have been conveyed to Unit Owners;

(3) When all of the Units have been completed, some of which have been conveyed to Unit Owners, while none of the others are being offered for sale by Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to Unit Owners and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(5) The date which is seven (7) years from the date on which this Declaration is recorded amongst the Public Records of the County.

Upon any of the foregoing events, Developer shall cause all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners, other than the Developer, to elect Directors and assume control of the Association. Within seventy-five (75) days after the Unit Owners are entitled to elect one or more Directors, the Association shall call, and give no less than sixty (60) days' notice for the election of Directors. Provided the foregoing notice of meeting is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon any of those events occurring as set forth above. Upon such turnover, the Developer shall retain all voting rights incident to its ownership of Units. Notwithstanding the foregoing, as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units, the Developer is entitled to elect one member of the Board.

Simultaneously with the time that control of the Association is turned over to Unit Owners other than the Developer (but not more than ninety (90) days with respect to Section 4.15.G below), the Developer shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable:

- A. The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- B. A certified copy of the Articles of Incorporation for the Association;
- C. A copy of the Bylaws of the Association;
- D. The Minute Books, including all minutes, and other books and records of the Association;
- E. Any rules and regulations which have been adopted;



F. Resignations of resigning officers and Board members who were appointed by the Developer;

G. Financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant and at the Developer's expense. The financial records shall be prepared in compliance with Section 718.301(4)(c), Florida Statutes, and performed in accordance with generally accepted accounting standards, as prescribed by the Board of Accountancy;

H. Association funds or the control thereof;

I. All tangible personal property that is the property of the Association, and an inventory of such property;

J. A copy of the plans and specifications utilized in the construction or remodeling of any improvements within the Condominium Property;

K. Insurance policies;

L. Copies of any Certificates of Completion which may have been issued for the Condominium Property;

M. Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;

N. All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Condominium Property;

O. A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Association's records:

P. Leases of the Common Elements or other leases to which the Association is a party, if applicable:

Q. Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and

R. All other contracts to which the Association is a party.

4.16 **Resignations.** Any director may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is

specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than appointees of the Developer or other directors or officers who are not Unit Owners when elected or appointed) shall constitute a written resignation of such Director or Officer.

**Article 5  
POWERS AND DUTIES**

5.1 **Generally.** The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts except such acts which by law, the Declaration, or these Bylaws, may not be delegated to the Board by the Unit Owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

- A. Operation, care, upkeep and maintenance of the Common Elements and facilities.
- B. Determination and adoption of the annual budget of Common Expenses required for the operation of the Condominium and the Association.
- C. Collection of the assessments for Common Expenses from Unit Owners required to pay same.
- D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and recreational lands.
- E. Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium property and facilities.
- F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.
- G. Purchasing, leasing or other acquiring of Units in the name of the Association, or its designee.
- H. Purchase of Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- I. Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee.
- J. Organization of Corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.
- K. Obtaining and reviewing insurance for the Condominium property.

L. Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

M. Enforcement of the obligations of the Unit Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

N. Levying fines against the Unit Owners for violations of the rules and regulations established by it to govern the conduct of the Unit Owners.

O. Purchasing or leasing a Unit for use by a resident manager.

P. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that (i) the consent of the Unit Owners of at least sixty-five percent (65%) of the Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00); and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Unit Owner of such Unit. If any sum borrowed by the Board on behalf of the Association pursuant to authority contained in this subparagraph P is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

Q. If applicable, contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the Condominium property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Florida Statutes and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these Bylaws to have approval of the Board or of the Unit Owners; (3) the delegation is a power and duty which, by its very nature, is a decision or fiduciary responsibility to be made by the Board and is therefore not susceptible of delegation; and (4) same may be contrary to the Declaration or the Bylaws.

R. Exercise of all powers specifically set forth in the Declaration, the Articles of Incorporation of the Association, these Bylaws, and in the Act, and all powers incidental thereto.

S. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense

shall not exceed the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

T. Entering into and upon the Units during reasonable hours, and with as little inconvenience to the Unit Owner as possible when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or Association Property.

U. Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the Unit Owners for violations of these Bylaws and the terms and conditions of the Declaration.

V. Acquiring and entering into agreements, whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use and benefit of the Unit Owners, and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association, and in the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

5.2 Hurricane Shutters. The Board shall adopt hurricane shutter specifications for each building within the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with applicable building codes and ordinances. Notwithstanding any provision to the contrary herein, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth in the Declaration shall not be deemed a material alteration to the Common Elements, pursuant to the Declaration, these Bylaws, or in accordance with Section 718.113, Florida Statutes.



**Article 6  
OFFICERS**

6.1 Executive Officers. The executive officers of the Association shall consist of a President, one or more Vice Presidents, Secretary, Assistant Secretary, and Treasurer, all of whom shall be elected by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association.



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

6.3 Election. The Board at its first meeting after each annual meeting of general members shall elect all officers, none of whom, except the President, need be a member of the Board.

6.4 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 **The President.** The President shall be the chief executive officer of the Association. Subject to the provisions of Paragraph 4.11 hereinabove, the President shall preside at all meetings of Unit Owners and of the Board. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the Board.

6.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board.

6.7 **The Secretary.** The Secretary or Assistant Secretary shall issue notices of all Board meetings and all meetings of Unit Owners; he or she shall attend and keep the minutes of same; shall have charge of all of the books of the Association, as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners and Board members at all reasonable times.

6.8 **The Treasurer.**

A. The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

B. He shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all of his transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. He shall collect all assessments and shall report promptly to the Board the status of collections.

D. He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. He shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation.** Officers shall not receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the management of the Condominium or for any other service to be supplied by such director or officer. Notwithstanding the foregoing provisions of this subsection 6.9, the prohibitions and restrictions set

forth in subsection 4.14 hereof shall apply to officers, directors and managers required to be licensed under Section 468.432, Florida Statutes, regarding acceptance of items or services.

6.10 **Resignations.** Any officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by and director or officer (other than appointees of the Developer or other Directors or Officers who are not Unit Owners when elected or appointed) shall constitute a written resignation of such Director or Officer.

**Article 7  
FINANCES AND ASSESSMENTS**

7.1 **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board.

7.2 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year, provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.3 **Determination of Assessments**

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominium. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration for any Condominium governed by the Association. Assessments shall be payable monthly in advance and shall be due on the first day of each month, unless otherwise ordered by the Board. Assessments shall be made against Unit Owners monthly, as aforesaid, in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special Assessments, if necessary, shall be levied in the same manner as regular Assessments and shall be payable in the manner determined by the Board. All funds due under these Bylaws and the Declaration are Common Expenses.

B. A copy of the proposed budgets for the Association and the Condominium shall be mailed by the Board to each respective Unit Owner not less than fourteen (14) days prior to the Board meeting at which the budgets will be considered, together with a written notice of the time and place of such meeting. The Directors meeting, at which the budget shall be considered, shall be open to all of the Unit Owners.

C. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding



THIS IS NOT AN  
OFFICIAL COPY

year, the Board, upon written application of ten percent (10%) of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than fourteen (14) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all Voting Interests. The Board may propose a budget to the Unit Owners at a meeting of Members, or in writing, and if the budget or proposed budget is approved by a majority of the Voting Interests at the meeting or by a majority of the Voting Interests in writing, the budget shall be adopted. If a meeting of the Unit Owners has been called, and a quorum is not present, or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. However, as long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Voting Interests.

D. The proposed annual budgets of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(21), Florida Statutes. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those enlisted to use the Limited Common Elements, as provided for in Section 718.113(1), Florida Statutes, the budget or schedule attached hereto shall show amount budgeted, therefore, in addition to annual operating expenses, and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building, painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00). The amount to be reserved shall be computed by means of a formula which is based upon estimated useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. However, prior to turnover of control of an association by a developer to unit owners other than a developer pursuant to Section 718.301, Florida Statutes, Developer may vote to waive reserves for the first two (2) years of the operation of the Association. After this period, the foregoing reserve account requirements shall not apply to budgets in which the Members of the Association have by a vote or the majority of the total Voting Interests voting in person or by limited proxy at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than those described in this subparagraph. No waiver shall be effective for more than one (1) fiscal year, and so long as the Developer owns units in the Condominium, required reserves for such Condominium shall not be waived without the consent of the Developer.

E. When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Unit Owner a statement of Assessment specifying the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

7.4 **Individual Charges.** Charges by the Association against less than all Members for other than routine Common Expenses, shall be payable in advance. These charges may be collected by Individual Charges, as differentiated from Assessments for Common Expenses. Charges for other than Common Expenses may be made only when expressly provided for in the Declaration or the exhibits

annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property or other Association Property, maintenance services furnished at the expense of a Unit Owner, other services furnished for the benefit of a Unit Owner and fines and damages and other sums due from such Unit Owner.

7.5 **Special Assessments.** In the event the annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular, annual Common Assessments and, as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

7.6 **Application of Payments and Commingling of Funds.** All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may be commingled for purposes of investment, but separate ledgers must be maintained for each account. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. Any delinquent payment by a Unit Owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special Assessments in such manner and amounts as the Board determines. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association, as defined in Section 468.431, Florida Statutes.

7.7 **Acceleration of Assessment Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment of an Assessment, the Board may accelerate the remaining installments of the Assessment due during such budget year upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date that a claim of lien is filed.

7.8 **Fidelity Bonds.** The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by Section 718.111(11)(d), Florida Statutes. The Association shall bear the cost of any such bonding.

7.9 **Financial Statements.** The Board shall cause to be prepared financial statements either compiled, reviewed or audited in accordance with Section 718.111(13), Florida Statutes, and the rules promulgated thereto. Said financial statements shall be sent or delivered to each Unit Owner in the Condominium within ninety (90) days following the end of the previous fiscal year unless the Association, upon approval of a majority of the Voting Interests of the Association present at a duly called meeting, have determined for a fiscal year to waive the requirements of compiled, reviewed or audited financial statements. In order to waive any such requirement, the aforesaid meeting must be held prior to the end of the fiscal year, and the waiver shall be effective for only one fiscal year. In the event of a waiver in accordance with the aforesaid procedures, the Board shall cause to be sent or delivered to each Unit Owner in the Condominium financial reports in accordance with Section 718.111(13), Florida Statutes.



7.10 **Accounting Records and Reports.** The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. The Association may charge Unit Owners, prospective purchasers, holders of first mortgages, or their authorized representatives its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Question and Answer Sheet, and any amendment to the foregoing to those requesting same. The records shall include, but not be limited to (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

7.11 **Application of Payment.** All assessments by a Unit Owner shall be applied as provided herein, in the Declaration and in the then current budget of the Association.

7.12 **Transfers and Fees.** The transfer, lease, sale, or sublease of Units is subject to the approval of the Board pursuant to the Declaration. The Board may impose a fee in connection with the approval of the transfer, lease, sale or sublease of Units; provided, however, that no fee shall be charged in connection with a transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed the maximum amount allowed by statute. No charge shall be made in connection with an extension or renewal of a lease. Notwithstanding the foregoing, the Association may require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association.

7.13 **Legal Actions by or Against Association.** No Unit Owner shall be liable for the payment of any Assessments which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, making, preparing or investigating possible claims, or pursuing other such actions, as are prohibited by Section 9.08 of the Declaration, unless such item or Assessment is specifically approved by eighty-five percent (85%) of the Unit Owners.

#### **Article 8 ROSTER OF UNIT OWNERS AND MORTGAGEES**

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of Units." A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee.

#### **Article 9 PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

**Article 10  
AMENDMENTS**

Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

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

10.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Voting Interests of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the Secretary at or prior to the meeting. The approvals must be either:

A. Not less than a two-thirds (2/3) of the entire membership of the Board, and by not less than sixty-six and two-thirds percent (66-2/3%) of all of the Voting Interests of the Association; or

B. By not less than sixty-five percent (65%) of the votes of all of the Voting Interests of the Association, represented at any meeting at which a quorum has been attained; provided, however, that in all instances hereunder, irrespective of the quorum achieved, not less than a majority of total Voting Interests of the Association shall have voted in connection with such Amendment(s).

10.3 **Method.** No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate any otherwise properly promulgated amendment.

10.4 **Proviso.**

A. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Institutional Mortgagees of Units without the consent of said Developer and Institutional Mortgagees in each instance.

B. Any amendment which would affect the surface water management system, including, but not limited to, drainage easements and the water management portions of the Common Elements, must have the prior approval of the South Florida Water Management District.

10.5 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall only be valid and be effective when the certificate and copy of the amendment are recorded in the Public Records of Broward County.

**Article 11  
REPLACEMENT OF DEVELOPER-APPOINTED DIRECTOR**

In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any director designated by Developer shall be made by written instrument delivered to any officer, which instrument shall specify the name of the person designated as successor director. The removal of any director and designation of his successor shall become effective immediately upon delivery of such written instrument by Developer to any officer.

**Article 12  
COMPLIANCE AND DEFAULT**

12.1 **Violations.** In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, Bylaws or the Act, the Association, by direction of its Board, shall notify the Unit Owner of said breach by written notice, transmitted to the Unit Owner at his Unit by certified mail. If such violation shall continue for a period of fifteen (15) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws, or the Act, and the Association shall then, at its option, have the following elections:

- A. To commence an action in equity to enforce performance on the part of the Unit Owner;
- B. To commence an action at law to recover its damages;
- C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or
- D. To fine the Unit Owner, as set forth in Section 12.5 hereof.

Upon finding by a court that the Unit Owner was in violation of any of the provisions of the above mentioned documents, the Unit Owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by a Unit Owner, sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations which are

deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter. The cost thereof shall be charged to the Unit Owner.

12.2 **Negligence or Carelessness of an Owner.** Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall include misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said Unit Owner as a specific item.

12.3 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

12.4 **No Waiver of Rights.** The failure of the Association or Unit Owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

12.5 **Fines.** In addition to all other remedies of the Association, in the sole discretion of the Board of Directors a fine or fines may be imposed by the Association upon a Unit Owner and/or occupant for failure of a Unit Owner, his family, guests, tenants, invitees or occupants to comply with the Declaration, Bylaws, Articles and Rules and Regulations of the Association, all as amended from time to time, pursuant to the following procedure:

A. The Association shall send a written notice to the Unit Owner or the person against whom the fine is sought affording an opportunity for hearing at a time and place of the Association's choosing, but not less than fourteen (14) days from the date of said notice. Said notice shall contain:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of the Declaration, Bylaws, Articles or Rules and Regulations which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

Said notice shall be sent by first class mail to the address of the Unit Owner on file with the Association and shall be effective upon mailing. As the Unit Owner is responsible for himself, his family, guests, invitees, lessee's and occupants, the Unit Owner shall be responsible to pay any and all fines assessed without prejudice to the right of the Unit Owner to recover from the actual violator, the amounts paid by the Unit Owner.

B. At the hearing, the Unit Owner, or his agent, including the occupant, invitee, lessee or guest of his Unit, shall have an opportunity to respond, to present evidence, and to provide



THIS IS NOT AN OFFICIAL COPY

written and oral argument on all issues involved, and shall have an opportunity, at the hearing, to review, challenge, and respond to any material considered by the Association.

C. The hearing shall be held before a tribunal of other Unit Owners, which tribunal shall be appointed by the President. In appointing the tribunal, the President will make a good faith effort not to appoint any Unit Owners who may, in any way, be biased with respect to the proceeding. If the tribunal does not agree with the fine, the fine may not be levied.

D. Within fourteen (14) days after said hearing, the Association shall render a written decision, based upon the finding of the above-described tribunal, containing findings of fact and the reasons for its decisions, together with the amount of fines assessed, if any, and said decision shall be mailed to the Unit Owner by first class mail, and shall be effective upon mailing.

No fine for any single violation shall exceed the maximum amount permitted by law. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine in the aggregate shall exceed the maximum amount permitted by law.

Nothing herein shall be deemed to limit any remedy, legal or equitable, the Association may have against any person, and the above fines procedure is in addition to any and all other remedies the Association may have against any person. All remedies of the Association are cumulative.

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

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

**Article 13**  
**LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under, or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

**Article 14  
CERTIFICATE OF COMPLIANCE**

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

**Article 15  
COMMON ELEMENTS; LIMITED POWER TO CONVEY**

The Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

**Article 16  
LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in the property, or for injury or damage caused by the elements, or other Unit Owners or persons.

THIS IS NOT AN  
OFFICIAL COPY

**Article 17  
MANDATORY NON-BINDING ARBITRATION**

The provisions of Section 718.1255 of the Act, and the rules promulgated thereunder with respect to mandatory non-binding arbitration are specifically incorporated herein by reference.

**Article 18  
LIENS**

18.1 **Protection of Property.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or Bylaws, whichever is sooner.

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

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

18.4 **Judicial Sale.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

**Article 19**

**SEAL**

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

**Article 20**

**CONSTRUCTION**

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the content so requires.

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

THIS IS NOT AN

Article 21  
**CONFLICT**

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

OFFICIAL COPY

**Article 22**

**CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions hereof

The foregoing was approved and adopted as the Bylaws of Village East Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at its First Meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 2006.

SCHEDULE "2"

**VILLAGE EAST, A CONDOMINIUM**

**BUILDING NUMBER, UNIT NUMBER, UNIT TYPE, SQUARE FOOTAGE  
AND PERCENTAGE OF OWNERSHIP INTEREST**



VILLAGE EAST, A CONDOMINIUM

BUILDING NUMBER, UNIT NUMBER, UNIT TYPE, SQUARE FOOTAGE AND  
PERCENTAGE OF OWNERSHIP INTEREST

BUILDING NUMBER	UNIT NUMBER	UNIT TYPE	SQUARE FOOTAGE +/-	PERCENTAGE OF OWNERSHIP INTEREST
1	118	A1 - Castillo	746	0.3096%
1	119	A1 - Castillo	746	0.3096%
1	121	A1 - Castillo	746	0.3096%
1	122	A1 - Castillo	746	0.3096%
1	129	A1 - Castillo	746	0.3096%
1	130	A1 - Castillo	746	0.3096%
1	134	A1 - Castillo	746	0.3096%
1	135	A1 - Castillo	746	0.3096%
2	217	B2 - Aragon	998	0.4141%
3	303	B1 - Aqua Vista	998	0.4141%
3	307	B2 - Aragon	998	0.4141%
3	319	B2 - Aragon	998	0.4141%
4	407	B2 - Aragon	998	0.4141%
4	408	B2 - Aragon	998	0.4141%
4	411	B2 - Aragon	998	0.4141%
5	518	B2 - Aragon	998	0.4141%
7	703	A3 - Lido	784	0.3253%
7	704	A2 - Riviera	912	0.3784%
7	706	A3 - Lido	784	0.3253%
7	707	A3 - Lido	784	0.3253%
7	709	A3 - Lido	784	0.3253%
7	710	A3 - Lido	784	0.3253%
7	712	A3 - Lido	784	0.3253%
7	714	A3 - Lido	784	0.3253%
7	717	A3 - Lido	784	0.3253%
7	720	A3 - Lido	784	0.3253%
7	721	A3 - Lido	784	0.3253%
7	722	A3 - Lido	784	0.3253%
7	726	A3 - Lido	784	0.3253%
7	730	A3 - Lido	784	0.3253%
7	731	A3 - Lido	784	0.3253%
8	803	A3 - Lido	784	0.3253%
8	804	A3 - Lido	784	0.3253%
8	806	A3 - Lido	784	0.3253%
8	807	A3 - Lido	784	0.3253%
8	809	A3 - Lido	784	0.3253%
8	811	A3 - Lido	784	0.3253%
8	812	A3 - Lido	784	0.3253%
8	813	A3 - Lido	784	0.3253%
8	814	A3 - Lido	784	0.3253%
8	817	A3 - Lido	784	0.3253%
8	818	A3 - Lido	784	0.3253%
8	822	A3 - Lido	784	0.3253%
8	823	A3 - Lido	784	0.3253%
8	824	A3 - Lido	784	0.3253%

8	825	A3 - Lido	784	0.3253%
8	826	A3 - Lido	784	0.3253%
8	827	A3 - Lido	784	0.3253%
8	828	A3 - Lido	784	0.3253%
8	829	A3 - Lido	784	0.3253%
8	831	A3 - Lido	784	0.3253%
8	832	A3 - Lido	784	0.3253%
9	906	B5 - Sunset	998	0.4141%
9	907	B2 - Aragon	998	0.4141%
9	908	B2 - Aragon	998	0.4141%
9	910	B2 - Aragon	998	0.4141%
9	917	B2 - Aragon	998	0.4141%
9	919	B2 - Aragon	998	0.4141%
9	920	B2 - Aragon	998	0.4141%
10	1008	B2 - Aragon	998	0.4141%
10	1009	B2 - Aragon	998	0.4141%
10	1010	B2 - Aragon	998	0.4141%
10	1017	B2 - Aragon	998	0.4141%
10	1019	B2 - Aragon	998	0.4141%
10	1020	B2 - Aragon	998	0.4141%
11	1107	B2 - Aragon	998	0.4141%
11	1110	B2 - Aragon	998	0.4141%
11	1119	B2 - Aragon	998	0.4141%

SCHEDULE "3"

**VILLAGE EAST, A CONDOMINIUM**

ESTIMATED OPERATING BUDGET FOR THE CONDOMINIUM PROPERTY

# Village East Condominium Association, Inc.

## Proposed 2011 Budget

January 1 2011 - December 31, 2011

Revised 11-22-2010

	2011		2010		Annual Variance
	Annual	Monthly	Annual	Monthly	
<b>REVENUE</b>					
Maintenance Fee Income	\$933,380	\$77,782	\$935,550	\$77,963	(\$2,170)
Reserve Income	\$251,862	\$20,989	\$209,225	\$17,435	\$42,637
Capital Contributions	\$0	\$0	\$0	\$0	\$0
Late Charges	\$0	\$0	\$0	\$0	\$0
Prior Year Surplus	\$125,000	\$10,417	\$0	\$0	\$125,000
Interest Income	\$0	\$0	\$0	\$0	\$0
<b>Total Revenue</b>	<b>\$1,310,242</b>	<b>\$109,187</b>	<b>\$1,144,775</b>	<b>\$95,398</b>	<b>\$165,467</b>
<b>EXPENSES - BUILDING</b>					
<b>Utilities</b>					
Electricity	\$36,000	\$3,000	\$36,000	\$3,000	\$0
Water & Sewer	\$120,000	\$10,000	\$116,000	\$9,667	\$4,000
Trash Removal	\$35,000	\$2,917	\$33,000	\$2,750	\$2,000
Broadband Solutions Cable	\$0	\$0	\$0	\$0	\$0
Telephones	\$5,568	\$464	\$5,568	\$464	\$0
<b>Sub-Total Utilities</b>	<b>\$196,568</b>	<b>\$16,381</b>	<b>\$190,568</b>	<b>\$15,881</b>	<b>\$6,000</b>
<b>Common Area Expenses</b>					
Extermination	\$3,500	\$292	\$1,200	\$100	\$2,300
Fire System	\$27,000	\$2,250	\$27,000	\$2,250	\$0
Landscaping	\$60,000	\$5,000	\$64,520	\$5,377	(\$4,520)
Pool/Fountain	\$9,000	\$750	\$9,000	\$750	\$0
Custodial Supplies	\$7,000	\$583	\$7,000	\$583	\$0
Maintenance Supplies	\$12,000	\$1,000	\$12,000	\$1,000	\$0
Janitorial Service	\$0	\$0	\$0	\$0	\$0
Repairs - Building	\$30,000	\$2,500	\$30,000	\$2,500	\$0
Repairs - Equipment	\$3,000	\$250	\$3,000	\$250	\$0
Repairs - Balcony	\$125,000	\$10,417	\$0	\$0	\$125,000
Service Carts	\$1,200	\$100	\$1,200	\$100	\$0
Repairs - Misc.	\$14,000	\$1,167	\$14,000	\$1,167	\$0
Contingency Fund	\$5,000	\$417	\$5,000	\$417	\$0
Courtesy Officer	\$50,000	\$4,167	\$56,000	\$4,667	(\$6,000)
Gate Maintenance	\$10,000	\$833	\$10,000	\$833	\$0
Allowance Bad Debt	\$50,000	\$4,167	\$50,000	\$4,167	\$0
Office Supplies	\$5,000	\$417	\$5,000	\$417	\$0
Postage	\$2,500	\$208	\$2,500	\$208	\$0
<b>Sub- Total Common Area Expense</b>	<b>\$414,200</b>	<b>\$34,517</b>	<b>\$297,420</b>	<b>\$24,785</b>	<b>\$116,780</b>
<b>Administrative</b>					
Accounting Fees	\$5,000	\$417	\$5,000	\$417	\$0
Management Fee	\$31,680	\$2,640	\$31,680	\$2,640	\$0
On Site Maintenance	\$70,200	\$5,850	\$70,200	\$5,850	\$0
Manager On Site	\$74,286	\$6,191	\$74,286	\$6,191	\$0
Professional Fees and Taxes	\$50,000	\$4,167	\$50,000	\$4,167	\$0
Reimbursed Legal Expenses	(\$10,000)	(\$833)	(\$10,000)	(\$833)	\$0
Insurance	\$225,000	\$18,750	\$225,000	\$18,750	\$0
Fees to Division	\$1,056	\$88	\$1,056	\$88	\$0
Corp Filing Fees	\$140	\$12	\$140	\$12	\$0
License/Permits	\$250	\$21	\$200	\$17	\$50
<b>Sub- Total Administrative</b>	<b>\$447,612</b>	<b>\$37,301</b>	<b>\$447,562</b>	<b>\$37,297</b>	<b>\$50</b>
<b>Total Budgeted Operating Expense w/o Reserve</b>	<b>\$1,058,380</b>	<b>\$88,198</b>	<b>\$935,550</b>	<b>\$77,963</b>	<b>\$122,830</b>
<b>Surplus/(Deficit) Maintenance Fee Income</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Reserves</b>	<b>\$251,862</b>	<b>\$20,989</b>	<b>\$209,225</b>	<b>\$17,435</b>	<b>\$42,637</b>
<b>Total Operating Expenses plus Reserves</b>	<b>\$1,310,242</b>	<b>\$109,187</b>	<b>\$1,144,775</b>	<b>\$95,398</b>	<b>\$165,467</b>
<b>Total Budgeted Operating Expense</b>	<b>\$1,058,380</b>	<b>\$88,198</b>	<b>\$935,550</b>	<b>\$77,963</b>	<b>\$122,830</b>

<b>2010 Allocation of Assessments per Unit Type</b>
---

Revised 11-22-2010

	<b>2011 Maintenance</b>	<b>2011 Reserves</b>	<b>2011 Total</b>	<b>2010 No Reserves</b>	<b>Increase No Reserves</b>	<b>Increase With Reserves</b>
<b>A1-Castillo</b>	\$240.81	\$64.98	\$305.79	\$241.37	-\$0.56	\$64.42
<b>A3-Lido</b>	\$253.02	\$68.28	\$321.30	\$253.61	-\$0.59	\$67.69
<b>A2-Riviera</b>	\$294.33	\$79.42	\$373.75	\$295.01	-\$0.68	\$78.74
<b>B4-Royal Palm</b>	\$319.53	\$86.22	\$405.75	\$320.27	-\$0.74	\$85.48
<b>B5-Sunset</b>	\$322.09	\$86.91	\$409.00	\$322.84	-\$0.75	\$86.16
<b>B2-Aragon</b>	\$322.09	\$86.91	\$409.00	\$322.84	-\$0.75	\$86.16
<b>B1-Aqua Vista</b>	\$322.09	\$86.91	\$409.00	\$322.84	-\$0.75	\$86.16

Note: The Florida Statues require the Board of Directors to Prepare a Proposed Budget with Reserves.

**VILLAGE EAST CONDOMINIUM ASSOCIATION  
2011 ESTIMATED RESERVE SCHEDULE**

**Reserves Funding**

Element	Estimated Useful Life (in years)	Estimated Remaining Useful Life	Estimated Replacement Cost	Estimated Balance in Account 12/31/10	Reserve Balance required at time of replacement	Annual Funding Amount	Monthly Funding Amount
Roof	25	16	\$ 519,075	\$ 41,526	\$ 477,549	\$ 29,847	\$ 2,487
Heating and Cooling Systems	14	5	\$ 9,600	\$ 3,951	\$ 5,649	\$ 1,130	\$ 94
Plumbing Systems	40	31	\$ 1,287,904	\$ 98,790	\$ 1,189,114	\$ 38,359	\$ 3,197
Electrical Systems	79	70	\$ 957,435		\$ 957,435	\$ 13,678	\$ 1,140
Swimming Pool Structure	25	16	\$ 70,560		\$ 70,560	\$ 4,410	\$ 368
Pavement and Parking	25	16	\$ 133,056		\$ 133,056	\$ 8,316	\$ 693
Exterior Painting	10	1	\$ 148,500		\$ 148,500	\$ 148,500	\$ 12,375
Irrigation System	25	16	\$ 121,950		\$ 121,950	\$ 7,622	\$ 635
<b>TOTAL</b>			\$ 3,248,080	\$ 144,267	\$ 3,103,813	\$ 251,862	\$ 20,989

Revised 11-22-2010

**NOTES TO THE ESTIMATED OPERATING BUDGET FOR  
VILLAGE EAST, A CONDOMINIUM**

NOTE 1: **THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.**

NOTE 2: The 2011 proposed Budget that is provided herewith shows the maintenance fees both with and without reserves. As reserves are automatically included in the Budget, unless waived, the maintenance fee is disclosed with reserves. In the event the Association votes to waive reserves, then the maintenance fee will be the total without reserves as contained in the Budget. As the possibility of the waiver of reserves has been disclosed to a Purchaser, if the reserves are in fact waived, this shall not be deemed to be a material and adverse change. A vote to consider the waiver of reserves is scheduled for February 18, 2011.

SCHEDULE "4"

**VILLAGE EAST, A CONDOMINIUM**

FORM OF PURCHASE AGREEMENT UTILIZED IN THE SALE  
OF CONDOMINIUM UNITS



**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A SELLER TO A PURCHASER OR LESSEE.**

CONTRACT FOR PURCHASE AND SALE

VILLAGE EAST, A CONDOMINIUM  
2001 S.E. 10<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33316

Seller: VILLAGE EAST INVESTMENT, LLC, a Florida limited liability company, 20900 N.E. 30<sup>th</sup> Avenue, Suite 318, Aventura, Florida 33180

Purchaser: \_\_\_\_\_ Purchaser: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephones: Home: \_\_\_\_\_ Telephones: Home: \_\_\_\_\_  
Cellular: \_\_\_\_\_ Cellular: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
Estimated Closing Date: \_\_\_\_\_ Assigned Parking Space #: \_\_\_\_\_

**THIS IS AN ALL CASH TRANSACTION WITH NO FINANCING CONTINGENCY**

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller Unit Number \_\_\_\_\_ (the "Unit"), as set forth above and as hereinafter defined, in VILLAGE EAST, A CONDOMINIUM (the "Condominium"), according to the Declaration of Condominium (the "Declaration" or "Prospectus") thereof (the "Project"), for the price and upon the terms and conditions hereinafter set forth, and subject to the additional terms and conditions on all pages referenced herein (the "Agreement" or "Contract").

Purchase Price: \$ \_\_\_\_\_

Deposit Made This Date: \$ \_\_\_\_\_

BALANCE DUE AT CLOSING: \$ \_\_\_\_\_

ADDITIONAL MONIES NEEDED:

CLOSING COSTS: Purchaser also agrees to pay all closing costs and other sums required to be paid by Purchaser in this Agreement.

Closing Costs per Paragraph 7

Mortgage Cost: To be paid in full by Purchaser; N/A if cash deal

Condominium Maintenance Charge: \$ \_\_\_\_\_

Capital contribution to Working Capital Fund of the Condominium Association equal to two (2) months of assessments: \$ \_\_\_\_\_

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES HEREOF WHICH BY REFERENCE IS MADE A PART HEREOF.

NOTE: BEFORE PURCHASER SIGNS THIS AGREEMENT, PURCHASER SHOULD READ IT CAREFULLY. PURCHASER IS ADVISED THAT THIS AGREEMENT CONTAINS REFERENCES TO SELLER'S RIGHT TO MAKE CHANGES IN THE OFFER MADE TO PURCHASER (PARAGRAPH "1(b)"), REFERENCES MADE TO CERTAIN CLOSING COSTS (PARAGRAPH "7"), AND STRICT LIMITATIONS ON PURCHASER'S RIGHTS UPON SELLER'S DEFAULT (PARAGRAPH "9(b)").

BROKER PARTICIPATION: SELLER HEREBY ADVISES PURCHASER THAT THE UNDERSIGNED SALES REPRESENTATIVE IS THE AGENT OF SELLER AND IS BEING COMPENSATED OR PAID BY SELLER FOR PROCURING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT.

PURCHASER ACKNOWLEDGES, WARRANTS AND REPRESENTS THAT THIS PURCHASE AGREEMENT IS BEING ENTERED INTO BY PURCHASER WITHOUT RELIANCE UPON ANY REPRESENTATIONS CONCERNING ANY POTENTIAL FOR FUTURE PROFIT, ANY RENTAL INCOME POTENTIAL, TAX ADVANTAGES, DEPRECIATION OR INVESTMENT POTENTIAL, AND WITHOUT RELIANCE UPON ANY OTHER MONETARY OR FINANCIAL ADVANTAGE, PURCHASER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE BY SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

1. **Condominium Plan and Condominium Documents.**

(a) The Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") requires that the following statement be contained in Contracts for the sale of a Condominium Parcel:

**THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER, AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE SELLER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE SELLER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE PURCHASER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE ASSOCIATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.**

(b) The Purchaser acknowledges that prior to the execution of this contract, all of the statutory information concerning this Condominium required by Sections 718.503 and 718.504 of the Act has been delivered to the Purchaser, the receipt of which is hereby acknowledged by Purchaser. The required statutory information consists of the Prospectus and its Exhibits which are listed in the Table of Contents of the Prospectus (the "Condominium Documents"). The terms and conditions of the Condominium Documents are hereby incorporated by reference into this Contract. To exercise the right of cancellation set forth in Paragraph 1(a) above, Purchaser must deliver written notice to Seller at 20900 N.E. 30<sup>th</sup> Avenue, Suite 318, Aventura, Florida 33180 (which is the place for giving any notices to Seller under this Contract). If the Purchaser properly terminates the Contract, all funds paid by Purchaser shall be paid to Purchaser. The Purchaser agrees that the Condominium Documents may be changed, if necessary, to meet the requirements of a mortgagee, public authority, title insurance company, and the Seller or if such change is in the best interests of the Association, as the Seller, in its discretion, may determine. It is understood and agreed, however, that if changes are made that would materially alter or modify the offering in a manner which is adverse to Purchaser without obtaining the approval of Purchaser, then this Contract is voidable by Purchaser by delivering written notice to Seller of the Purchaser's intention to cancel this Contract within fifteen (15) days after receipt by Purchaser of all of the amended Condominium Documents. The provisions of this paragraph do not operate in lieu of the form of Receipt prescribed by Rule 61B-18.004, F.A.C.

2. **Personal Property.** Other than a refrigerator, stove and microwave, dishwasher, dryer and washing machine, no furniture or any other personal property is included in this Contract except as set forth in the Personal Property Addendum and Upgrade Addendum attached hereto, if any. Without limiting the generality of the foregoing, no finishes, materials, fixtures, furniture, furnishings or other personal property shown in the models are included in this Contract and are for display purposes only. Reference should be made only to the Personal Property Addendum, if any, attached hereto (and not to the model units) for a description of the upgrades to be made to the Unit and/or the personal property included in this transaction.

3. **Condition of Building and Unit.** Purchaser acknowledges that this Condominium is a conversion of previously existing improvements which have been previously occupied and that the Condominium Property is substantially complete. Purchaser acknowledges that there has been made available to Purchaser floor plans of the Condominium Property. Floor plan dimensions are approximate only. The Units shall be sold in "as is" condition. Purchaser further acknowledges that Seller has made available to the Purchaser plans and specifications for the unit and the improvements of the Condominium Property. Purchaser understands that, subject to the Act and the Public Offering Statement, the Seller makes no representations as to the condition of the Condominium Property or the Unit, and Purchaser hereby agrees to accept the Unit in its existing "as is" condition. Prior to the closing of the transaction between Purchaser and Seller, it shall be the duty of the Purchaser, in the presence of an agent or representative of the Seller, to inspect the appliances, electrical system and the plumbing contained within the Unit.

4. **Disclaimer of Warranties and Liability.**

The Seller of this Condominium is a bulk buyer under the Distressed Condominium Relief Act and, accordingly, is not funding converter reserve accounts.

It is hereby further understood and agreed that Seller makes no warranties, express or implied of any kind, except as are specifically required in accordance with the laws of the State of Florida or of the United States. Neither the Seller nor the Association shall have any obligation to make any repairs or improvements, except as expressly stated herein or in the Prospectus. Accordingly, as a caveat to prospective Purchasers, the Seller hereby discloses that it makes no representations or warranties of any kind or nature (including warranties of merchantability or warranties of fitness for a particular purpose) to any Purchaser regarding the condition of the

Condominium, the Condominium Units and/or the appurtenances thereto, unless they are expressly stated in writing by the Seller.

To the maximum extent lawful, Seller hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Seller has not given and Purchaser has not relied on or bargained for any such warranties. Each Purchaser recognizes and agrees that the Unit and Condominium are not new construction and were not constructed by Seller. Each Purchaser shall be deemed to represent and warrant to Seller that, in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium as well as the conversion inspection report included in the Prospectus. Purchaser has not received nor relied on any warranties and/or representations from Seller of any kind, other than as expressly provided herein. Without limiting the generality of the foregoing and to the maximum extent permitted by laws, warranties, if any, on appliances and HVAC systems furnished with or serving the Unit are manufacturers warranties only and each Purchaser agrees to be limited to the manufacturer's warranties, if any, for any relief pertaining to the breach of any express or implied warranty of merchantability or fitness. Nothing herein shall be deemed to imply that any new appliances or HVAC systems will be furnished to any Unit.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

To the maximum extent permitted by law, Seller further disclaims any and all liability or any liability for any acts undertaken by the Original Developer of the Condominium.

Further, given the climate and humid conditions in South Florida, molds, mildew, toxins and fungus may exist and/or develop within the Unit and/or Condominium Property. Purchaser is hereby advised that certain molds may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By executing and delivering this Purchase Agreement and closing, Purchaser shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Seller from any and all liability resulting from same.

This section will survive (continue to be effective after) closing.

## 5. Title

(a) Status of Title. It is understood and agreed that Purchaser is purchasing the above referenced Condominium Unit, subject to the items as hereinafter stated, and that title to the Unit which the Purchaser shall acquire pursuant to this Agreement shall be good, marketable and/or insurable, subject to the following:

(1) Conditions, restrictions, limitations, reservations, dedications, existing zoning ordinances and instruments of record, including, but not limited to, the ninety-nine (99) year Ground Lease with Broward County, Florida, water, sewer, gas, electric and other utility agreements of record.

(2) Facts which an accurate survey or personal inspection of the property would disclose.

(3) Taxes for the current year and subsequent years, pending municipal liens and easements existing and to be created for ingress and egress to the property.

(4) Covenants, conditions, restrictions, terms and other provisions as set forth in the Declaration of Condominium for the Condominium, and its exhibits and Articles of Incorporation and By-Laws of the Association.

(5) Any purchase money mortgage executed by Purchaser in connection with the closing of this transaction.

(6) All standard policy exceptions and provisions as may be contained in the A.L.T.A. owner's policy of title insurance.

In the event Seller is unable to provide good, marketable and/or insurable title in accordance with the terms hereof, Seller shall exercise reasonable diligence in order to correct such defects within a reasonable period of time not to exceed sixty (60) days after notice thereof by Purchaser. In the event Seller cannot or does not correct such title defects, Purchaser shall have only the following rights provided however, that Purchaser's remedy shall not be limited for the Seller's willful non-performance under this Contract:

(i) To take title subject to the defect without a diminution in the purchase price and the closing documentation shall be amended to provide that Purchaser is taking title subject to such defects, and Seller shall have no liability for same; or,

(ii) To cancel this Purchase Agreement by giving notice to Seller, and this Purchase Agreement shall be deemed terminated as of the date of such notice, in which event Purchaser shall be entitled to a refund of the monies paid hereunder, and Purchaser shall have no other rights against Seller.

(b) **Recording.** Following the closing of this transaction, Seller shall cause to be recorded in the Public Records of Broward County, Florida, a Special Warranty Deed of conveyance.

(c) **Title Insurance.** At Seller's expense, Seller shall provide and Purchaser shall be entitled to an owner's title insurance policy, subject to the items specified herein, and subject to the normal exclusions from coverage, standard exceptions, and provisions, conditions and stipulations of a standard owner's title insurance policy. Purchaser, unless it otherwise delivers written notice to Seller within seven (7) days of Purchaser's execution hereof, hereby designates Equity Land Title, LLC, a Florida limited liability company ("Title Company") for the issuance of an owner's title insurance policy in this transaction. Purchaser, if Title Company is selected, shall be entitled to an ALTA form B owner's title policy from Seller subject to the items specified in paragraph 5 above, and the standard exceptions, conditions and stipulations contained in that standard form owner's title policy. If Title Company has been selected by Purchaser, then Seller shall deliver to Purchaser an owner's title policy within a reasonable period of time after closing or as required by law. Seller's delivery of the foregoing described owner's title policy shall be deemed conclusive evidence of Seller's compliance with paragraph 5 above. Should Purchaser select someone other than Title Company, subject to the terms hereof, Seller shall not be obligated to provide a title insurance policy and shall provide Purchaser with a credit at closing for the cost of an owner's title policy at the promulgated rate established by the Florida Department of Insurance, based on the purchase price set forth in this Agreement.

6. **Closing Date.** Subject to the provisions hereof, closing on the purchase and sale of the Unit (the "Closing") will occur on or about the date indicated on page 1 hereof. Purchaser acknowledges and agrees that this date is an estimate only and that the actual Closing may be before or after this date. Purchaser understands that Seller has the right to schedule the exact date, time and place for Closing on not less than ten (10) days prior written notice to Purchaser, provided, however, that Closing must be scheduled in no event later than two (2) years from the date hereof.

If Seller agrees in writing to reschedule Closing at Purchaser's request, or if Purchaser is a corporation or other entity and Purchaser fails to produce the necessary documentation Seller requests, and, as a result, closing is delayed, or if closing is delayed for any other reason (except for a delay desired, requested or caused by Seller), Purchaser agrees to pay at closing a late funding charge equal to interest, at the then highest applicable lawful rate, on that portion of the purchase price not then paid to Seller (and cleared), from the date Seller originally scheduled closing to the date of actual closing. In addition, in the event Seller elects, in its discretion, to reschedule a Closing as a result of a request made by Purchaser or as a result of Purchaser's failure to appear for closing, Purchaser shall be responsible for attorneys' fees and other charges incurred by Seller as a result of rescheduling the closing, in the amount of \$250.00. Purchaser acknowledges that in the event the closing is not completed on the date set forth in the closing notice, then Seller may terminate this Purchase Agreement in accordance with the provisions hereof. All prorations will be made as of the originally scheduled date. **Purchaser understands that Seller is not required to reschedule or to permit a delay in closing at Purchaser's request.**

7. **Closing.**

(a) **Closing Expenses.** In addition to the purchase price, Purchaser shall be responsible for the following expenses at closing:

(1) A sum equal to one and three-quarters (1.75%) percent of the purchase price (the "Closing Fee"), payable in cash or by cashier's check, from which sum Seller shall pay the cost of recording the Deed, documentary stamps on the transfer, the owner's policy of title insurance, document preparation, Seller's closing and administrative fee (subject to the provisions of paragraph 5(c)), and Seller's attorneys' fees. The Closing Fee is based upon recording fees, documentary stamp taxes and title insurance rates in effect on January 1, 2010. In the event of an increase in any such rates, the Closing Fee will be adjusted accordingly.

(2) A closing fee in the amount of Five Hundred (\$500.00) Dollars.

(3) Purchaser shall be responsible for the payment of all mortgage closing costs and expenses on a mortgage, when applicable, unless otherwise agreed by the parties.

(4) Purchaser shall also pay real estate taxes for the Unit prorated for the year in which the closing is noticed to occur and a prorata share of the assessments for common expenses applicable to the Unit. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not available, then taxes will be prorated on the prior year's tax. The amount assessed for taxes to the Purchaser will be re-prorated upon the request of either party prior to the end of the year based upon the actual tax bill.

(5) Purchaser shall pay at Closing an amount equal to twice the monthly condominium association assessments to the Condominium Association as working capital reserve.

(6) Alterations, modifications or extras not previously paid.

(7) Any additional costs which may be incurred by a Purchaser (see paragraph 4 hereof), including, but not limited to:

- (a) attorneys' fees;
- (b) other insurance; and
- (c) prorated condominium maintenance fees.

(b) Closing Documents. Purchaser also agrees to execute any closing statements or other documents which may be required in connection with the closing.

8. Escrow of Deposit Monies. Seller has established an escrow account pursuant to Florida Statutes, Chapter 718 (the "Act"). The receipt and disbursement of escrowed funds shall be in accordance with the Act and Escrow Agreement between Seller and Equity Land Title, LLC, a Florida limited liability company ("Escrow Agent"), whose address is 250 S. Australian Avenue, Suite 1010, West Palm Beach, Florida 33401.

9. Purchaser's Default

(a) Purchaser's Default. Purchaser shall be in default under this Purchase Agreement in the event that (1) Purchaser fails or refuses to complete and execute all of the instruments required of Purchaser under this Purchase Agreement promptly or when requested to do so by Seller; or (2) Purchaser fails to or refuses to make timely payment of any payments required under this Purchase Agreement; or (3) Purchaser in any other manner fails to or refuses to perform his obligations under this Purchase Agreement. In the event of any such default by Purchaser, Seller shall give Purchaser written notice of such default and allow seven (7) days from the date of such notice for Purchaser to cure such default. If Purchaser shall fail to cure such default within such seven (7) day period, the Seller shall, and does hereby have, the unrestricted option to: (1) consider the Purchaser in default under this Purchase Agreement; (2) retain all sums paid to it hereunder as agreed upon and liquidated damages and in full settlement of any claim for damages; and, (3) terminate all rights of Purchaser under this Purchase Agreement and, thereupon, the parties hereto will be released and relieved from all obligations hereunder. The provisions herein contained for liquidated and agreed upon damages are bona fide provisions for such and are not a penalty, the parties understanding that by reason of the withdrawal of the Unit from sale to the general public at a time when other parties would be interested in purchasing the Unit, that Seller will have sustained damages if Purchaser defaults, which damages will be substantial but will not be capable of determination with mathematical precision and, therefore, as aforesaid, the provisions for liquidated and agreed upon damages has been incorporated into this Agreement as a provision beneficial to both parties hereto. Purchaser and Seller recognize the impossibility of measuring Seller's damages if Purchaser defaults. In the event any litigation is commenced as a result of this Purchase Agreement and Seller prevails in such litigation, the Purchaser shall also be liable for Seller's attorneys' fees and costs resulting therefrom at all trial and appellate levels.

(b) Seller's Default. If Seller defaults in the performance of this Purchase Agreement, Purchaser shall give Seller written notice of such default, and if Seller, within seven (7) days from receipt of such notice shall fail to take action that would cure the default within a reasonable period of time, and if Purchaser has performed all of his obligations hereunder, then Purchaser may elect to receive a return of the deposits made hereunder, together with interest, or in the alternative, may seek specific performance. Upon payment of said deposit to Purchaser, Seller will no longer have any liability to Purchaser, and this Agreement shall automatically be cancelled.

10. Transfer or Assignment. Purchaser shall not be entitled to assign this Purchase Agreement or its rights hereunder without the prior written consent of Seller, which may be withheld by Seller with or without cause (and even if Seller's refusal to grant consent is unreasonable). To the extent that Seller consents to any such assignment, said consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee. Any such assignee must fully assume all of the obligations of Purchaser hereunder by written agreement for Seller's benefit, a counterpart original executed copy of which shall be delivered to Seller. If Purchaser is a corporation, partnership, other business entity, trustee or nominee, a transfer of any stock, partnership interest, equity, beneficial or principal interest in Purchaser will constitute an assignment of this Purchase Agreement requiring consent. Without limiting the generality of the foregoing, Purchaser shall not, prior to closing on title to the Unit, unless first obtaining the prior written consent of Seller (which may be granted or withheld in Seller's sole and absolute discretion) advertise, market and/or list the Unit for sale or resale, whether by placing an advertisement, listing the Unit with a broker, posting signs at the Unit or at the Condominium, allowing the Unit to be listed on the Multiple Listing Service or otherwise. Any violation of any of the foregoing provisions of this paragraph shall be deemed an immediate default by Purchaser under this Agreement (which is not capable of cure and for which no notice must be given). This Purchase Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and permitted assigns of the parties to this Purchase Agreement; provided, however, this Purchase Agreement shall not become binding upon Seller until approved pursuant to the terms hereof. In the event Seller agrees to an assignment, the purchase price shall be increased by Ten Thousand (\$10,000.00) Dollars.

11. Notices. Notices to either party shall be given by certified mail, postage prepaid and return receipt requested, hand delivery or a nationally recognized overnight courier. All notices shall be sent to the

addresses of the parties set forth on the first page of this Agreement. Either party may change its address for notice by giving notice to the other as provided herein. All notices shall be deemed and considered given upon mailing. Notwithstanding the foregoing, any notice by Seller of Closing, Closing extension, postponement or rescheduling pursuant to Paragraph 5 of this Agreement may be given orally, by telephone, facsimile or other means of communication and an affidavit from Seller, its agents or employees, shall be conclusive of the fact that such notice was given to Purchaser. Such form of notice shall be deemed effective when given.

12. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Nothing contained herein shall be deemed to be a representation or warranty by Seller as to the existence or non-existence of radon gas in or about the Unit or the Condominium.

13. **No Financing Contingency.** Unless otherwise agreed in writing between the parties, Purchaser understands and agrees that Purchaser will be obligated to pay "all cash" at closing. This Agreement and Purchaser's obligations under this Agreement to purchase the Unit will not depend on whether or not Purchaser qualifies for or obtains a mortgage from any lender. Purchaser will be solely responsible for making Purchaser's own financial arrangements. Seller agrees, however, to cooperate with any lender Purchaser chooses and to coordinate closing with such lender if, but only if, such lender meets the Seller's closing schedule and pays Seller the proceeds of its mortgage at closing. In the event that lender does not pay Seller these proceeds at closing in immediately cleared funds, and if Seller allows same (which it is not obligated to do), Purchaser will not be allowed to take possession of the Unit until Seller actually receives the funds and they have cleared. Notwithstanding any cooperation provided by Seller, nothing herein shall be deemed to qualify or otherwise condition Purchaser's obligation to close "all cash" on the purchase of the Unit.

Although Seller does not have to do so, if Seller agrees to delay closing until Purchaser's lender is ready, or wait for funding from Buyer's lender until after closing, or to accept a portion of the sums due at closing in the form of a personal check, Purchaser agrees to pay Seller a late funding charge equal to interest at the then highest applicable lawful rate on all funds due Seller which have not been paid to Seller (and, with regard to personal checks, which have not then cleared) from the date Seller originally scheduled closing to the date of actual payment (and, with regard to personal checks, to the date of final clearance). This late funding charge may be estimated and charged by Seller at closing. Seller's estimate will be adjusted after closing based on actual funding and clearance dates upon either Seller's or Purchaser's written request. This paragraph shall survive (and continue to be effective after) closing.

14. **Sales Commissions.** Seller will pay all sales commissions due its in-house sales personnel and the co-broker, if any, identified on the last page hereof (if such space is left blank, it shall mean that Seller has not agreed to pay any co-broker and that Purchaser represents that there is no co-broker who can claim by, through or under Purchaser), provided that such co-broker has properly registered with Seller as a participating co-broker. To properly register a prospective purchaser, the broker must, among other things, be present with the prospective purchaser the first time that the purchaser visits the Condominium. No broker's registration of a prospective purchaser after the prospective purchaser has visited the Condominium will be accepted by Seller. Seller has no responsibility to pay any sales commissions to any other broker or sales agent with whom Purchaser has dealt (except as specifically named herein and then only as Seller has agreed in writing). Purchaser will be solely responsible to pay any such brokers. Purchaser represents and warrants to Seller that Purchaser has not dealt with, nor has the sale been procured by, any real estate broker, salesperson or finder, other than Seller's in-house staff and the co-broker, if any, named on the second page hereof. Purchaser will indemnify Seller against all claims made against Seller by any other brokers or sales agents (and agrees also to pay all costs and attorneys' fees actually incurred by Seller because of these claims).

This paragraph will survive (and continue to be effective after) closing.

15. **Miscellaneous.**

(a) Purchaser shall not record this Purchase Agreement amongst the Public Records of Broward County, Florida. The recording by Purchaser of this Purchase Agreement shall constitute a default by Purchaser.

(b) Purchaser agrees and acknowledges that there will be a lien against the Unit for any assessment not paid to the Association.

(c) All understandings and agreements between the parties are merged into this Purchase Agreement, which fully and completely expresses the parties' agreement. This Purchase Agreement may not be changed or terminated orally.

(d) The interpretation, validity and performance of this Agreement shall be governed by the laws of the State of Florida, and venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

(e) Captions and paragraph headings contained in this Agreement are for convenience and references only and in no way define, describe, extend or limit the scope or interest of this Agreement nor the interest of any provision hereof.

(f) Purchaser acknowledges that the Unit shall be used only for RESIDENTIAL PURPOSES in accordance with the Declaration and all laws of any governing authority having jurisdiction thereover.

(g) Purchaser acknowledges, warrants, represents and agrees that this Agreement is being entered into by Purchaser without reliance upon any representations concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any monetary or financial advantage. Purchaser acknowledges and agrees that no such representations, including representations as to the ability or willingness of Seller or its affiliates to assist Purchaser in renting or selling the Unit, have been made by Seller or any of its agents, employees or representatives. Purchaser further represents and warrants to Seller that Purchaser is entering into this Agreement with the full intention of complying with each and every of the obligations hereunder, including, without limitation, the obligation to close on the purchase of the Unit. Neither Seller, nor anyone working by, through or under Seller, has made any statement or suggestion that Purchaser would not be obligated to fully comply with the terms of this Agreement and to close on the purchase of the Unit. Further, Purchaser understands and agrees that neither Seller, nor any brokerage company, in-house sales personnel and/or other persons working by, through or under Seller, are under any obligation whatsoever to assist Purchaser with any resale, leasing or financing of the Unit. This Agreement contains the entire understanding between Purchaser and Seller, and Purchaser hereby acknowledges that the displays, public relation letters, architectural models, artist renderings and other promotional materials contained in the media, in sales office and model suite, if any, are for promotional purposes only. Purchaser warrants that Purchaser has not relied upon any verbal representations, advertising, portrayals or promises other than as expressly contained herein and in the Condominium Documents, including, specifically, but without limitation, any representations as to: (a) potential appreciation in or resale value of the Unit; (b) the existence of any "view" from the Unit or that any existing "view" will not be obstructed in the future; (c) traffic conditions in, near or around the Condominium; (d) disturbance from nearby properties; (e) disturbance from air or vehicular traffic; or (f) parking condition for residents, guests, other visitors, etc. The provisions of this paragraph shall survive (continue to be effective) after the closing.

(h) In the event of any arbitration or litigation concerning this transaction, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred at all trial and appellate proceedings. Further, Purchaser hereby waives the right to a trial by jury in any claims or counterclaims brought pursuant to this Contract.

(i) Unless specifically set forth herein to the contrary, any and all interest earned on escrow funds shall be paid to Seller and shall be deemed the Seller's sole property, provided however, if Purchaser properly terminates this Contract pursuant to its terms or pursuant to Section 718, Florida Statutes, the escrow funds shall be paid to Purchaser together with any interest earned.

(j) Purchaser acknowledges that this Purchase Agreement is subordinate to any mortgage now or hereafter recorded against the Condominium.

(k) If this Purchase Agreement is cancelled for any reason, Purchaser will return to Seller all of the Condominium documents delivered to him or her in the same condition received, reasonable wear and tear excepted. If Purchaser fails to return the Condominium documents, Purchaser agrees to pay Seller Fifty (\$50.00) Dollars to defray the costs of preparation, printing and delivery of same.

16. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.** PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board  
Construction Industries Recovery Fund  
1940 North Monroe Street, Suite 60  
Tallahassee, Florida 32399-2202  
Telephone: (850) 487-1395

17. **Construction Defects Disclosure.** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTEREST.

18. **PROPERTY TAX DISCLOSURE SUMMARY.** PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT UNIT TAXES AS THE AMOUNT OF UNIT TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR UNIT IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE UNIT THAT COULD RESULT IN HIGHER UNIT TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

19. **Leased Unit.** The Unit \_\_\_\_\_ has \_\_\_\_\_ has not been previously occupied. (CHECK ONLY ONE)

INITIAL ONLY ONE:

\_\_\_\_\_ At closing, the Unit shall be conveyed free and clear of all tenancies and possessory rights and, as such, Seller shall convey exclusive possession of the Unit at closing; or

\_\_\_\_\_ Purchaser agrees to accept title to the Unit subject to a lease. Buyer understands and agrees that there is no assurance as to the tenant's performance under the lease or that tenant will remain in the Unit through closing or thereafter through the balance of the term of the lease, and Purchaser hereby releases Seller from any and all liability resulting from such lease. The lease will be assigned from Seller to Purchaser at closing, and Purchaser hereby acknowledges receipt of a copy of the lease. To the extent that this item has been initialed, Purchaser understands and agrees that:

**THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE)**

DEPOSIT CHECKS MADE PAYABLE TO: Equity Land Title, LLC, a Florida limited liability company, whose address is 250 S. Australian Avenue, Suite 1010, West Palm Beach, Florida 33401. Purchaser is entitled to a receipt for his deposit upon request. Receipt of deposit in the sum of \$ \_\_\_\_\_ is hereby acknowledged.

This Contract for Purchase and Sale is not binding until executed by an officer of Seller.

\_\_\_\_\_  
Witness as to Purchaser

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Witness as to Purchaser

\_\_\_\_\_  
Purchaser Date

**SELLER:**

VILLAGE EAST INVESTMENT, LLC, a Florida limited liability company

BY: \_\_\_\_\_  
Authorized Representative Date

Sales Representative \_\_\_\_\_

Realtor's Agent: \_\_\_\_\_

Closing Representative \_\_\_\_\_

Realtor's Telephone #: \_\_\_\_\_

Realtor Company Name \_\_\_\_\_

Co-Broker: \_\_\_\_\_



SCHEDULE "5"

**VILLAGE EAST, A CONDOMINIUM**

ESCROW AGREEMENT ESTABLISHING ESCROW ACCOUNT BETWEEN  
SELLER AND ESCROW AGENT

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** is made and entered into this 4th day of February, 2011, by and between **VILLAGE EAST INVESTMENT, LLC.**, a Florida limited liability company (hereinafter referred to as "Seller") and **EQUITY LAND TITLE, LLC.**, a Florida limited liability company (hereinafter referred to as "Escrow Agent").

**WHEREAS**, Seller is offering Condominium Units for sale at **VILLAGE EAST, A CONDOMINIUM**, located at 2001 S.E. 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33316 (hereinafter referred to as the "Project") and desires the Escrow Agent hold certain deposit monies (hereinafter referred to as "Deposit Monies") received by Seller from Purchasers of Condominium Parcels at the Project (which Purchasers are hereinafter referred to as "Buyers"); and,

**WHEREAS**, Escrow Agent has agreed to act as Escrow Agent for Deposit Monies paid by Buyers pursuant to Condominium Purchase Agreements (which Condominium Purchase Agreements are hereinafter referred to as "Contracts") entered into by Seller and Buyers in accordance with the provisions of Florida Statutes, Chapter 718 (the "Act") and on the terms and conditions now about to be set forth.

**NOW, THEREFORE**, in consideration of the sums of money hereinafter set forth and other good and lawful consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **I. ESCROW ACCOUNT**

A. Escrow Agent hereby accepts its designation to act and serve as Escrow Agent for the Project, subject to all of the rights and privileges appertaining to such office and subject to the obligations incident thereto.

B. Contemporaneously herewith, Escrow Agent shall open a separate account which shall be designated as "VILLAGE EAST PURCHASER ESCROW ACCOUNT" (which separate account is hereinafter referred to as the "Special Purchaser Escrow Account"). Seller shall deliver all Deposit Monies received by it to Escrow Agent, pursuant to Contracts, and Escrow Agent shall deposit only such Deposit Monies in the Special Purchaser Escrow Account. Simultaneously with the delivery of the Deposit Monies, Seller shall deliver to Escrow Agent a copy of the Contract pursuant to which Seller received the Deposit Monies; provided, however, in the event any additional Deposit Monies shall be paid pursuant to a Contract previously delivered to Escrow Agent, Seller shall not be required to deliver another copy of such Contract.

C. Escrow Agent shall deliver monthly statements to Seller, which statements shall indicate: the Deposit Monies received for the Project and the Buyers who made payment of the funds so deposited; the Deposit Monies disbursed for the Project and to whom the Deposit Monies were disbursed; and the remaining balance of Deposit Monies for the Project.

D. Escrow Agent shall invest the Deposit Monies as directed by Seller in accordance with the Act.

### **II. DISBURSEMENT OF DEPOSIT MONIES**

Escrow Agent agrees to hold all Deposit Monies in escrow in the Special Purchaser Escrow Account subject to and in accordance with the following terms and conditions:

A. Prior to the closing of title ("Closing") with respect to a particular Contract (a "Contract"), Deposit Monies from payments made under a Contract by a Buyer who properly voids such Contract ("Avoidance") shall be paid by Escrow Agent to such Buyer free of all costs of the escrow. In the event of a default ("Default") by a Buyer, Deposit Monies from payments made by a Buyer under a Contract shall be paid by Escrow Agent to Seller provided, however, that in the event of a dispute between Buyer and Seller as to whether a default has occurred, the provisions of paragraph C below shall apply. Escrow Agent shall make the payments required hereunder upon an Avoidance or a Default within ten (10) days after receipt by Escrow Agent of written notice of such Avoidance or Default from Seller designating the Buyer and the Contract which has been Avoided or Defaulted, the amount of the Deposit Monies which should be released from escrow and to whom and where such amount should be paid; provided, however, that a copy of such notice has been mailed simultaneously therewith, via registered or certified mail, return receipt requested, to the Buyer under the Avoided or Defaulted Contract.

B. In the event of a Closing, Escrow Agent shall disburse to Seller the Deposit Monies with respect to such Contract in accordance with Buyer's authorization as contained in the Contract. Such Deposit Monies shall be disbursed to Seller upon receipt by Escrow Agent from Seller of written notice that such Closing has been completed.

C. In the event that, prior to a Closing, Escrow Agent receives written notice from the Buyer that there is a dispute between Buyer and Seller, Escrow Agent shall so notify the Seller in writing and continue to hold such Deposit Monies until it receives written instructions as to disbursement signed by both Seller and Buyer. In the alternative, Escrow Agent may disburse the disputed amount in accordance with the provisions of Article IV hereof.

D. Interest earned on Deposit Monies shall be paid to the appropriate party as may be provided by law and pursuant to the Contract for Purchase and Sale.

E. Notwithstanding anything contained herein to the contrary, Escrow Agent may, without further notice or authorization from any Buyer on any Contract, transfer all Deposit Monies received pursuant to this Agreement to another escrow agent who would otherwise qualify as a lawful escrow agent pursuant to the provisions of Florida Statutes, Chapter 718, provided, however, that prior to such transfer, such substitute escrow agent executes an Escrow Agreement substantially the same as this Agreement, and such Escrow Agreement is filed with the Division of Florida Land Sales, Condominiums and Mobile Homes, as required by law.

### **III. LIABILITY OF ESCROW AGENT**

Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same, nor as to the sufficiency of the title to the property to be conveyed. Escrow Agent's duties hereunder shall be limited to the safekeeping of such money, monies, instruments and other documents received by it as such escrow holder, and for the disposition of the same in accordance with the terms and provisions of this Escrow Agreement.

### **IV. DISPUTES**

In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding a Buyer's Deposit Monies, Escrow Agent shall, at its option, either tender said Deposit Monies into the registry of the Court or disburse same in accordance with the Court's ultimate disposition of the case, and Escrow Agent shall be entitled to its reasonable attorneys' fees and Court costs at all trial and appellate levels.

V. **TERM OF AGREEMENT**

A. This Agreement shall remain in effect unless and until it is cancelled in either of the following manners:

1. Upon written notice given by Seller of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect within thirty (30) days after notice to Escrow Agent of such cancellation by Seller; or,

2. Escrow Agent may resign as Escrow Agent at any time upon giving notice to Seller of its desire to so resign; provided, however, that resignation of said Escrow Agent shall take effect thirty (30) days after the giving of notice of resignation.

B. In the event Seller fails to designate a successor Escrow Agent within the period described hereinabove, Escrow Agent shall have the right to deposit all funds, reservations and Contracts held hereunder into the registry of an appropriate Court and request judicial determination of the rights between the parties, by interpleader or other appropriate action, in which event the prevailing party shall be entitled to its reasonable attorneys' fees and Court costs.

C. Upon termination of the duties of Escrow Agent in either manner set forth in paragraph "A" of this Article V, Escrow Agent shall deliver any and all funds held by it in escrow and any and all Contracts or documents and copies, if not the original, of its record while acting as Escrow Agent to the newly appointed Escrow Agent designated by Seller, and Escrow Agent shall not have the right to withhold the funds or documents and instruments from said newly appointed Escrow Agent.

VI. **NON-EXCLUSIVE AGREEMENT**

The parties hereto acknowledge and agree that nothing herein shall prohibit Escrow Agent from serving in a similar capacity on behalf of other sellers. Escrow Agent shall, upon written request from Seller, transfer Deposit Monies to such other Escrow Agents as Seller shall direct in such request or requests.

VII. **NOTICES**

All notices, certificates, requests, demands, materials and other communication hereunder shall be in writing and shall be deemed to have been duly given upon the delivery thereof by hand to the appropriate addressed hereinafter set forth as evidenced by a signed receipt for same, or on the first business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

1. If to Seller, to:

VILLAGE EAST INVESTMENT, LLC  
20900 N.E. 30<sup>th</sup> Avenue, Suite 603  
Aventura, Florida 33180

2. If to Escrow Agent, to:

EQUITY LAND TITLE, LLC  
250 Australian Avenue, Suite 1010  
West Palm Beach, Florida 33401

**VIII. BINDING AGREEMENT**

This Agreement shall be binding upon Seller and Escrow Agent and their respective successors and assigns.

**IN WITNESS WHEREOF**, Seller and Escrow Agent have caused this Escrow Agreement to be executed in their respective corporate names by their undersigned authorized officers and have caused their respective corporate seals to be hereto affixed the day and year first above written.

VILLAGE EAST INVESTMENT, LLC, a Florida limited liability company

BY: SOUTH FLORIDA OPPORTUNITY GROUP, INC., a Florida corporation, its Manager

BY: \_\_\_\_\_  
STEPHAN GIETL, President

EQUITY LAND TITLE, LLC, a Florida limited liability company

BY: \_\_\_\_\_  
LEONARD LUBART  
Authorized Agent

SCHEDULE "6"

**VILLAGE EAST, A CONDOMINIUM**

FORM OF RECEIPT FOR CONDOMINIUM DOCUMENTS UTILIZED  
IN THE SALE OF CONDOMINIUM UNITS

**RECEIPT FOR CONDOMINIUM DOCUMENTS**

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium VILLAGE EAST, A CONDOMINIUM

Address of Condominium 2001 S.E. 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33316

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED	BY ALTERNATIVE MEDIA
Prospectus Text	X	
Declaration of Condominium	X	
Articles of Incorporation	X	
By-Laws	X	
Estimated Operating Budget	X	
Form of Agreement for Sale or Lease	X	
Rules & Regulations	X	
Covenants and Restrictions	N/A	
Ground Lease	N/A	
Management and Maintenance Contracts for More Than One Year	X	
Renewable Management Contracts	X	
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	N/A	
Declaration of Servitude	N/A	
Sales Brochures	N/A	
Phase Development Description	N/A	
Form of Unit Lease if a Leasehold	N/A	
Description of Management for Single Management of Multiple Condominiums	N/A	
Conversion Inspection Report	X	
Conversion Termite Inspection Report	X	
Plot Plan	X	
Floor Plan	X	
Survey of Land and Graphic Description of Improvements	X	
Frequently Asked Questions & Answers Sheet	X	
Financial Information	X	
State or Local Acceptance/Approval of Dock or Marina Facilities	N/A	
Evidence of Seller's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed	X	
Executed Escrow Agreement	X	
Other Documents (Assignment of Bulk Buyer Rights)	X	
Alternative Media Disclosure Statement	N/A	

<u>DOCUMENT</u>	<u>RECEIVED</u>	<u>MADE AVAILABLE</u>	<u>BY ALTERNATIVE MEDIA</u>
<u>Plans and Specifications</u>	<u>                    </u>	<u>                    X                    </u>	<u>                    </u>

**THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE SELLER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE SELLER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Purchaser or Lessee

\_\_\_\_\_  
Signature of Purchaser or Lessee



## RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium VILLAGE EAST, A CONDOMINIUM

Address of Condominium 2001 S.E. 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33316

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED	BY ALTERNATIVE MEDIA
Prospectus Text	<input checked="" type="checkbox"/>	X
Declaration of Condominium	<input checked="" type="checkbox"/>	X
Articles of Incorporation	<input checked="" type="checkbox"/>	X
By-Laws	<input checked="" type="checkbox"/>	X
Estimated Operating Budget	<input checked="" type="checkbox"/>	X
Form of Agreement for Sale or Lease	<input checked="" type="checkbox"/>	X
Rules & Regulations	<input checked="" type="checkbox"/>	X
Covenants and Restrictions	<input type="checkbox"/>	N/A
Ground Lease	<input type="checkbox"/>	N/A
Management and Maintenance Contracts for More Than One Year	<input checked="" type="checkbox"/>	X
Renewable Management Contracts	<input checked="" type="checkbox"/>	X
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	<input type="checkbox"/>	N/A
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	<input type="checkbox"/>	N/A
Declaration of Servitude	<input type="checkbox"/>	N/A
Sales Brochures	<input type="checkbox"/>	N/A
Phase Development Description	<input type="checkbox"/>	N/A
Form of Unit Lease if a Leasehold	<input type="checkbox"/>	N/A
Description of Management for Single Management of Multiple Condominiums	<input type="checkbox"/>	N/A
Conversion Inspection Report	<input checked="" type="checkbox"/>	X
Conversion Termite Inspection Report	<input checked="" type="checkbox"/>	X
Plot Plan	<input checked="" type="checkbox"/>	X
Floor Plan	<input checked="" type="checkbox"/>	X
Survey of Land and Graphic Description of Improvements	<input checked="" type="checkbox"/>	X
Frequently Asked Questions & Answers Sheet	<input checked="" type="checkbox"/>	X
Financial Information	<input checked="" type="checkbox"/>	X
State or Local Acceptance/Approval of Dock or Marina Facilities	<input type="checkbox"/>	N/A
Evidence of Seller's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed	<input checked="" type="checkbox"/>	X
Executed Escrow Agreement	<input checked="" type="checkbox"/>	X
Other Documents (Assignment of Bulk Buyer Rights)	<input checked="" type="checkbox"/>	X
Alternative Media Disclosure Statement	<input checked="" type="checkbox"/>	X



SCHEDULE "7"

**VILLAGE EAST, A CONDOMINIUM**

RULES AND REGULATIONS

RULES AND REGULATIONS

R R

OF

VILLAGE EAST, A CONDOMINIUM

In addition to the provisions of the Declaration of Condominium of Village East, a Condominium (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of VILLAGE EAST CONDOMINIUM ASSOCIATION, INC., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors (the "Board") of the Condominium Association (the "Association"), shall govern the use of Units, Common Elements, Limited Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, owners, and/or invitees, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and Bylaws. The term "Unit Owner" as used in these Rules and Regulations shall be deemed to include the employees, guests, invitees and lessees of the Unit Owner, as applicable.

1. Unless specific portions of the Common Elements are designated by the Board for such purpose, no portion of the Common Elements shall be used for the storage or placement of furniture or any other article, including, but not limited to, plants, boxes, cans, tires, shopping carts, bicycles, shoes or other articles of clothing and the like. Balconies shall not be used as storage areas nor shall umbrellas be permitted on balconies.

2. No Unit Owner or occupant shall make or permit to be made any disturbing noise in the Common Elements or in the Units by himself, his family, friends, tenants, employees, servants or invitees, nor permit anything to be done by any such persons as would interfere with the rights, comfort or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play or allow to be played any musical instrument, radio, TV, stereo, tape recorder or the like if the same shall unreasonably disturb or annoy any other Unit Owners or occupants. Without limiting the general applicability of the foregoing, the following times shall be maintained as "quiet hours" during which additional noise restrictions may be required by the Board: 10:00 p.m. through 7:00 a.m. Monday through Friday and 11:00 p.m. through 8:00 a.m. Saturday and Sunday.

3. No rugs shall be beaten on Common Elements, nor dust, rubbish or litter swept from the Unit or any other room thereof onto any of the Common Elements. Unit Owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purpose.

4. Persons shall not be permitted to loiter or play in any portion of the Common Elements not specifically designated for such purpose.

5. Owners or tenants who are moving into or out of the Condominium Property shall do so between the hours of 8:00 a.m. and 9:00 p.m. The repair of all damage to the Common Elements resulting from the moving and/or carrying of furniture and/or other articles therein shall be paid for by the Unit Owner or the person in charge of such articles.

6. No one shall interfere in any manner with the lighting in or about the buildings and Common Elements.

7. No awnings or window guards shall be used except as shall be put up or approved by the Board, and no signs of any kind (except for temporary real estate signs, as permitted by the Bylaws or other signs permitted by law) shall be placed in windows or on doors or other exterior surfaces, or balconies, or the Common Elements without the prior written approval of the Board. Notwithstanding the foregoing, the Declarant or its agents may place in windows or on doors or on other exterior surfaces or parts of the Common Elements signs relating to the sale or rent of any Units which it owns.

8. Unit Owners and occupants, their employees, servants, agents, visitors, licensees and their families will obey the parking regulations posted at the parking areas, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit Owners and occupants.

9. The Unit Owners and occupants shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the Condominium, except as may be necessary for the safe operation thereof.

10. The owners and occupants of the Units shall in general not act or fail to act in any manner which unreasonably interferes with the rights, comfort and convenience of other Unit Owners and occupants.

11. Unit Owners will faithfully observe the procedures established from time to time by the Board, the managing agent or the manager with respect to recycling and the disposal of garbage, rubbish and refuse.

12. All draperies, shades, blinds and other window coverings hung, displayed or installed at or in the exterior windows of any Unit shall be of materials and construction manufactured for purposes of serving as window coverings, as determined by the Board, and shall be white or off-white. All blinds displayed or installed at or in the exterior windows of any Unit shall be of a style which is identical to the blinds originally installed by the Declarant. Sheets, towels, bedspreads, aluminum foil and other similar materials not manufactured for purposes of serving as window coverings, as determined by the Board, shall not be hung, displayed or installed at or in the exterior windows of any Unit. Notwithstanding the foregoing, a Unit Owner may respectfully display one portable, removable United States flag pursuant to Section 718.113(4), Florida Statutes.

13. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

14. Installation of antennas, including satellite dishes, shall be governed by the "Rules for Installation of Antennas". The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions in the governing documents of planned communities concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "antennas"). Since the FCC Rule is subject to change or modification, the Board reserves the right to adopt, amend and/or modify the Association's rules governing installation, maintenance, and use of antennas, which rules may be more restrictive than current regulations and which may, in the discretion of Board, be applied retroactively.

15. Subject to the provisions of the Bylaws and Declaration, dogs, cats and other domestic pets are allowed, provided that the same shall not disturb or annoy other Unit Owners or occupants. Any inconvenience, damage or unpleasantness caused by such pets shall be the sole responsibility of the respective owners thereof. All such pets shall be kept under the direct control of their owners at all times and shall not be allowed to run free or unleashed or to otherwise interfere with the rights, comfort and convenience of any of the Unit Owners or occupants.

16. No objects of any kind shall be stored in the closets containing the heating, ventilation and air conditioning system or hot water heaters serving a Unit.

17. It shall be prohibited to use excessive amounts of soap when operating any dishwasher or clothes washer within a Unit.

18. No objects of any kind shall be utilized which block the ventilation of air under the front door of a Unit.

19. No objects shall be hung from any sprinkler head serving the Condominium nor shall any action be taken which would block or otherwise interfere with the proper operation of any sprinkler head.

20. Smoking within the Common Element hallways, stairways and other public enclosed areas within the Condominium is prohibited.

21. Except as otherwise permitted by the Board and except as otherwise permitted by law, no names or other signage may be displayed on the exterior side of the front door of any Unit, upon any mailbox, or within any portion of the Condominium which is visible from Common Element hallways.

22. Nothing shall be thrown from the windows, balcony, or doors of any Unit.

23. All persons shall be properly attired when appearing in any public spaces within the Condominium.

24. Except for such purposes as permitted by the Board, access to the roof of the Condominium shall be prohibited.

25. No person shall interfere in any manner with the sprinkler system, heating, cooling, water, electrical, cable, telephone, alarm or other systems serving the Condominium or the Association.

26. The manager of the Condominium shall maintain keys that will open the front door lock(s) of each Unit. The front door lock(s) for a Unit may only be altered upon prior notification of the Condominium manager. The Condominium manager shall be provided a copy of all keys within two (2) days after any front door lock shall be altered. The key maintained by the manager is not intended to be used as a convenience key for the Owner's invitees or for lock-outs. Any Owner who wishes the manager to allow others entry to such Owner's Unit shall utilize any convenience key system that may be established.

27. The emission of offensive cooking or other odors within the Condominium is prohibited. No cooking shall be permitted on any balcony, patio or lanai.

28. All leases and rentals of a Unit shall be subject and subordinate in all respects to the provisions of the Declaration and Rules and Regulations of the Condominium. The Owner of a leased or rented Unit, if permitted by the Declaration, shall be jointly liable with his tenant for compliance with the Condominium Documents and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenants and/or those for whom the Owner is responsible. The Unit Owner shall be responsible for making sure his/her tenant receives a copy of the Declaration and Rules and Regulations of the Association.

29. Servants, domestic help and employees of the Unit Owners may not gather or lounge in the Common Elements or Association Property.

30. In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from each Unit Owner's porch, terrace, or balcony, where applicable; and

(b) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual.

31. There shall be no solicitation by any person anywhere in the Condominium Building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board. All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of a Unit is prohibited, unless specifically authorized by the Board.

32. All Holiday decorations, ornaments, lights and others cannot be placed outside of a Unit more than 30 days prior to and remain 30 days after any holiday.

33. Under the Rules and Regulations each Unit Owner shall be responsible for the actions of his family members, guest, invitees, tenants, contractors and other persons for whom they are responsible, as well as for the actions of persons over whom they exercise control and supervision.

34. All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, regulations or requirements of any governmental agency having jurisdiction to the Common Areas or any Unit shall be corrected by, and at the sole expense of, the Unit Owner and, as appropriate, the violator.

35. Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

36. Any of the Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.

37. The use of the Recreational/Common Areas of the Condominium Property shall be subject to the following:

(a) An Owner shall be responsible for the actions and conduct of his family members, guests, invites and tenants. Good conduct and safety shall be observed and shall be enforced.

(b) Damage to the Association property, including Recreational areas or equipment therein, which is caused by any Owner shall be repaired or replaced at the expense of the Owner.

(c) The use of the Recreational Areas by anyone other than an Owner or the family members, guests or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its Management.

(d) Pets shall not be permitted in these areas.

(e) It is prohibited to litter or cause debris to be in the Common Areas or Recreational Areas. No garbage cans other than those provided by the Association shall be placed or left within the Common Areas and Recreational Areas.

(f) No lifeguard will be on duty at the swimming pool. Pool hours will be mandated by the Board of Directors and will be posted at the Pool.

(g) No nude swimming is allowed at any age in the pool. Infants and toddlers with diapers must wear protective, leak-proof pants.

(h) Pool furniture and equipment shall not be removed from the pool area.

38. The Board reserves the right to amend or alter these Rules and Regulations at any time.



SCHEDULE "8"

**VILLAGE EAST, A CONDOMINIUM**

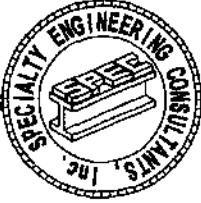
CONVERSION INSPECTION REPORT, TERMITE INSPECTION REPORT AND  
CERTIFICATES OF OCCUPANCY

**MEDITERRANEAN VILLAGE**  
**FORT LAUDERDALE, FL**  
**CONDOMINIUM CONVERSION REPORT**

September 20, 2005

Prepared for: Mr. Jim McCulla  
Devco, LLC  
1914 Cordova Road  
Ft. Lauderdale, Florida 33316

Prepared by: Specialty Engineering Consultants, Inc.  
1599 SW 30<sup>th</sup> Avenue, Suite 2  
Boynton Beach, FL 33426



**SPECIALTY ENGINEERING CONSULTANTS, Inc.**

*Dade • Broward • Palm Beach*

September 20, 2005

Mr. Jim McCulla  
Devco, LLC.  
1914 Cordova Road  
Ft. Lauderdale, Florida 33316

**RE: MEDITERRANEAN VILLAGE, FT. LAUDERDALE, FLORIDA  
CONDOMINIUM CONVERSION DISCLOSURE REPORT**

Dear Mr. McCulla:

Pursuant to your request, commencing on Monday, August 22, 2005, we have provided the professional engineering services required to evaluate the condition of the major building and site systems at the Mediterranean Village Apartment complex in Fort Lauderdale Florida. The study for the subject community has been performed in order to determine the components estimated useful life, estimated replacement costs and contributions that would be required for the deferred maintenance reserve accounts as required by Florida Statute 718.616(3) (a & b) and 718.618 when performing a condominium conversion.

The comments, conclusions and recommendations presented are the professional opinion of **Specialty Engineering Consultants, Inc.** This report is intended for the exclusive use of Devco, LLC and their representatives. No warranty, expressed or implied, is made.

We trust you will find the information contained herein helpful and should you have any questions regarding this matter, please do not hesitate to call on us.

Respectfully submitted,  
**SPECIALTY ENGINEERING CONSULTANTS, INC.**

*Kurt Johnson*

Kurt A. Johnson; E.I., C.E.  
Partner

*D. Mark LeBlanc*  
D. Mark LeBlanc; PE, CI  
Partner  
State of Fla. Reg. Prof. Eng. # 35683

## TABLE OF CONTENTS

<b>A.</b>	<b>Statement of Documentation</b>	Page 4
<b>B.</b>	<b>Property Description and Disclosure</b>	Pages 5-6
	1. Date and Type of Construction	
	2. Statement of Existing Condition	
	3. Prior Use	
<b>C.</b>	<b>Disclosure of Property Condition</b>	Pages 7-13
	1. Roof	
	2. Structure	
	3. Fireproofing and Fire Protection Systems	
	4. Elevators	
	5. Heating & Cooling Systems	
	6. Plumbing Systems	
	7. Electrical Systems	
	8. Swimming Pool	
	9. Seawalls	
	10. Pavement and Parking Areas	
	11. Drainage System	
	12. Termite Report	(See Attached Exhibit)
<b>D.</b>	<b>Correspondence from City of Fort Lauderdale</b>	(See Attached Exhibit)
<b>E.</b>	<b>Converter Reserve Account</b>	Page 14-15

### **A. Statement of Documentation**

Specialty Engineering Consultants, Inc. has completed a Condominium Conversion Report of the subject property, Mediterranean Village in Fort Lauderdale Florida.

The report was performed at the request of Devco LLC (Client) using professional engineering methods and procedures consistent with good commercial and customary practice pursuant to the State of Florida Statutes 718.616 and 718.618 regarding the disclosure of conditions and estimates of replacement costs. Specialty Engineering Consultants, Inc. reference to "Client" is defined as the party that retains Specialty Engineering Consultants, Inc. or the preparation of the assessment of the subject property.

This report is exclusively not for the use and benefit of, nor may it be relied upon by, any third party or entity, without the advance written consent of Specialty Engineering Consultants, Inc.

Devco, LLC acknowledges that this report development in no way is to be construed as a guarantee that all existing components at the Mediterranean Village complex will be noted, but is our attempt to report on the noticeable conditions apparent during our limited, visual examination of the structures, utilizing non-destructive techniques.

Specialty Engineering Consultants, Inc. assumes no responsibility or liability for the accuracy of information contained in this report that may have been provided by Devco LLC and/or their representatives. The conclusions presented herein represent Specialty Engineering Consultants, Inc. professional opinion based upon information obtained during the course of this assignment. Specifically excluded from our conclusions are opinions regarding the design integrity, structural soundness, environmental analyses, definitive or actual value of the property, nor a detailed site inspection. The conclusions presented within this report are based on the data provided, observations made, and conditions that existed specifically on the date of the assessment.

This report was prepared acknowledging Specialty Engineering's professional engineering opinions as to such issues as good construction workmanship, with regards to component and systems installation, and estimating the remaining useful life of same. It should be understood that Specialty Engineering's opinions were determined under time constraints, and without the aid of destructive testing, geotechnical exploratory probing or removal of materials or design analysis.

## **B. Property Description and Disclosure**

The purpose of this report is to disclose the condition of the property and estimated replacement costs of the specific property components in accordance with F.S. 718.616 and prepare estimated for reserve accounts in accordance with F.S. 718.618. The subject property is four (4) years old and appears to be in very good condition as would be expected. This report is not an exhaustive inspection of the property's physical conditions, but incorporates professional judgment, which is reasonable and customary utilizing a visual inspection and review of construction documents to provide and estimate of replacement reserves.

The Mediterranean Village complex consists of eleven (11) - three (3) story multi family buildings on an approximate nine point eight (9.8) acre site. The multi-family buildings contain thirty-six (36) one bedroom/one bath units, sixty-four (64) one bedroom/one bath with garage units, eighty (80) two bedroom/two bath units, and eight-four (84) two bedroom/two bath with garage units. The complex also contains a clubhouse, which houses the leasing/sales center and a fitness center. Amenities on site include a swimming pool. Drainage of the site is performed by catch basins with underground system. The drainage system is privately owned and maintained by the complex. The sanitary sewer system is owned and maintained by the City of Fort Lauderdale. Roadways and parking spaces are constructed from asphalt with a limerock base.

- Concrete and masonry curtain wall structure with wood truss roof
- Concrete roof tile
- Painted stucco exterior with raised architectural accents
- 1-hr masonry tenant separations between units
- Painted drywall on metal framed smooth finish interior walls; textured concrete and drywall ceilings
- Hollow core raised panel doors
- Mica cabinets, vanities and counter tops
- Ceramic tile baths, foyers and kitchens
- European kitchen cabinets, double stainless steel sinks, frost-free refrigerators electric ranges, dishwashers and washer and dryers
- Horizontal sliding windows and patio doors with hurricane shutters or impact glass
- CPVC water piping, PVC sewer piping
- Split system HVAC systems
- NFPA 13R Fire Sprinkler system

- Individual unit intrusion alarm system
- Ceiling Fans in bedrooms

A masonry wall or chain link fence surrounds the property. Entry into the property is controlled with an electronic sliding vehicle access gate. The property amenities include:

- Clubhouse
- Pool, pool deck
- Mail Kiosks
- Public water distribution
- Public sewer collection system
- Private drainage system
- Irrigated landscaped areas
- Site lighting

### **1. Date and type of construction**

The eleven (11) residential apartment buildings are all three stories in height and were classified as Group H – Multi-Family Residential Occupancy and Type III Protected Construction. The clubhouse building is single story.

### **2. Statement of Existing Condition**

The complex is four (4) years old and appears to be well maintained. The life expectancy of the complex's components has not been compromised at this time and all are expected to perform satisfactorily.

### **3. Prior Use:**

The property is currently and has been a rental apartment project.

C. **Disclosure of Property Condition pursuant to FS 718.616**  
**Disclosure Total Estimated Replacement Cost and Replacement Cost per Unit.**

1. Roof – Each building’s roof is finished with concrete roof tile. The concrete tile system is underlain with two layers of asphalt-impregnated felt. The drip edges and flashing appear to be painted galvanized metal. There does not appear to be any evidence of leaks or broken tiles. An interview with the property Owner did not reveal any history of leaks.

Statement of Condition: Based on a visual inspection, the roof system appears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle is estimated to be 40 years.

	Replacement Cost
Building 1-11	\$503,775
Leasing and Fitness	\$15,300
 Total Replacement Cost	 \$519,075

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$519,775	0.002455	\$1,276.05
Units A2/A3	\$519,775	0.004013	\$2,085.86
Units B1/B2	\$519,775	0.003473	\$1,805.18
Units B4/B5	\$519,775	0.004488	\$2,332.75

2. Structure – The residential buildings structural components is reinforced masonry concrete with a reinforced concrete spread foundation for Buildings 1, 2, 3, 7, 8, and 9 and a deep pile foundation for Buildings 4, 5, 6, 10 and 11. The load bearing walls and tenant separation walls between units are also reinforced concrete masonry with the exception of the attic separation, which is frame and drywall 1-hour fire rated construction. The elevated slabs between floors are reinforced concrete. The roof consists of engineered wood trusses with 5/8” plywood sheathing. The exterior surface is finished with Portland stucco over the concrete masonry.



The clubhouse and fitness buildings each are constructed on concrete monolithic slabs. The exterior walls are reinforced concrete masonry and the roofs are engineered wood trusses with 5/8" plywood sheathing, same as the residential buildings.

Statement of Condition: Based upon visual inspection, the building structures appears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle is estimated to be 96 years.

	Replacement Cost
Building 1-11	\$10,692,780
Leasing and Fitness	\$ 107,940
<b>Total Replacement Cost</b>	<b>\$10,800,720</b>

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$10,800,720	0.002455	\$26,515.77
Units A2/A3	\$10,800,720	0.004013	\$43,343.29
Units B1/B2	\$10,800,720	0.003473	\$37,510.90
Units B4/B5	\$10,800,720	0.004488	\$48,473.63

3. Fireproofing and Fire Protection Systems – Each residential buildings is protected with a fire sprinkler system designed in accordance with NFPA 13R for residential buildings. The interior piping is CPVC.

All dwelling units have smoke detectors located in each bedroom, and are separated from the adjacent unit with a 1-hour fire rated construction.

Statement of Condition: Based upon visual inspection, the fire sprinkler system appears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle is estimated to be 36 years.

	Replacement Cost
Building 1-11	\$534,639
Leasing and Fitness	\$ 6,296
<b>Total Replacement Cost</b>	<b>\$540,935</b>

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$540,935	0.002455	\$1,328.00
Units A2/A3	\$540,935	0.004013	\$2,170.77
Units B1/B2	\$540,935	0.003473	\$1,878.67
Units B4/B5	\$540,935	0.004488	\$2,427.72

4. Elevators – There are no elevators on the property.

5. Heating and Cooling Systems – The heating and cooling systems within the dwelling units and clubhouse are split system air conditioning units with electric heat. Each residential unit has a separate and individual system. The air handlers within the units are located in a centrally located closet on the same level as the kitchens. The condensers are located at the exterior grade level. Air distribution is provided to supply registers throughout the unit through concealed ductwork in ceiling soffits. Each bathroom has an exhaust fan with a duct to the exterior.

Statement of Condition: The heating and cooling systems have been maintained by on-site maintenance personnel. The residential unit split systems are not included in the condominium converter reserves budget, but are estimated to have a remaining life cycle of 14 years in accordance with FS 718.618. The cooling system for the clubhouse, included in the reserve account, also has a remaining life cycle of 14 years.

	Replacement Cost
Building 1-11	\$812,651
Leasing and Fitness	\$ 8,890
<b>Total Replacement Cost</b>	<b>\$821,541</b>

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$821,541	0.002455	\$2,016.88
Units A2/A3	\$821,541	0.004013	\$3,296.84
Units B1/B2	\$821,541	0.003473	\$2,853.21
Units B4/B5	\$821,541	0.004488	\$3,687.08

6. Plumbing Systems –

a. Buildings – The building plumbing system consists of CPVC water distribution piping and PVC waste and vent piping. Each buildings is connected to a separate building water meter, including backflow valve and gate valve, connected to the public water distribution system owned and maintained by the City of Fort Lauderdale. Each unit had a separate shut-off valve and is individually sub metered and billed by a private water building service.

Each building has various sewer lateral connection points, each with a cleanout, which connects to the public sewer system owned and maintained by the City of Fort Lauderdale.

b. Units – Interior plumbing fixtures appear to be good quality, standard residential grade fixtures. Each dwelling unit has an individual electric hot water heater. The water pressure appears to be normal for residential use.

Statement of Condition: Based upon visual inspection, the plumbing system spears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle of the building water and sewer plumbing system is estimated to be 79 years.

	Replacement Cost
Building 1-11	\$1,273,968
Leasing and Fitness	\$ 13,936
<b>Total Replacement Cost</b>	<b>\$1,287,904</b>

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$1,287,904	0.002455	\$3,161.80
Units A2/A3	\$1,287,904	0.004013	\$5,168.36
Units B1/B2	\$1,287,904	0.003473	\$4,472.89
Units B4/B5	\$1,287,904	0.004488	\$5,780.11

7. Electrical Systems --

a. Buildings: Each building obtains electric service from a pad-mounted transformer owned and maintained by Florida Power and Light. Single Phase 220 amp power is distributed to each building's main electric panel through aluminum feeders in buried conduit. Each building has an electric panel to service the common area lighting.

b. Units -- Each dwelling unit has an individual 125 amp electric panel centrally located within the unit to distribute power to all unit circuits. Each unit has a smoke detector located with each bedroom and at the top of each interior flight of stairs.

Statement of Condition: Based upon visual inspection, the electrical system appears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle is estimated to be 71 years.

	Replacement Cost
Building 1-11	\$947,075
Leasing and Fitness	\$ 10,360
<b>Total Replacement Cost</b>	<b>\$957,435</b>

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$957,435	0.002455	\$2,350.50
Units A2/A3	\$957,435	0.004013	\$3,842.19
Units B1/B2	\$957,435	0.003473	\$3,325.17
Units B4/B5	\$957,435	0.004488	\$4,296.97

8. Swimming Pool -- The property has one swimming pool and one heated spa. The pool equipment is located behind the spa. The pool finish appears to be a typical Marcite marble plaster which typically requires recoating every five to ten years as standard maintenance. The remarcite cost is estimated to be \$10,500. The water level appears to be normal, thus no leaks are suspected.

Statement of Condition: Based upon visual inspection, the swimming pool appears to be in good condition in accordance with its intended use and remaining life cycle of 56 years.

Replacement Cost

Total Replacement Cost           \$70,560

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$70,560	0.002455	\$173.22
Units A2/A3	\$70,560	0.004013	\$283.16
Units B1/B2	\$70,560	0.003473	\$245.05
Units B4/B5	\$70,560	0.004488	\$316.67

9. Seawalls – the property has no seawalls.

10. Pavement and Parking areas – the drive and parking areas consist of asphalt and appear to be in good condition. The concrete walkways should only require minimal maintenance,

Statement of Condition: Based upon visual inspection, the pavement and parking areas appear to be in good condition in accordance with its intended use and remaining life cycle of 14 years.

Replacement Cost

Total Replacement Cost \$133,056

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$133,056	0.002455	\$326.65
Units A2/A3	\$133,056	0.004013	\$533.95
Units B1/B2	\$133,056	0.003473	\$462.10
Units B4/B5	\$133,056	0.004488	\$597.15

11. Drainage System – The property drainage system is a Private Drainage System owned and maintained b the property owner in accordance with DERM.

The Owner indicates that there have been no reported storm system problems and DERM requires an exfiltration test report every 10 yrs for maintenance.

Statement of Condition: Based upon visual inspection and Owner provided information, the drainage system appears to be in good condition in accordance with its intended use and life cycle of 56 years.

Replacement Cost

Total Replacement Cost \$161,280

	Replacement Cost	% of Replacement Cst	Req. Reserve
Units A1	\$161,280	0.002455	\$395.94
Units A2/A3	\$161,280	0.004013	\$647.22
Units B1/B2	\$161,280	0.003473	\$560.12
Units B4/B5	\$161,280	0.004488	\$723.82

12. Termite Report – See Attached Exhibit

**D. CORRESPONDENCE FROM CITY OF FORT LAUDERDALE**  
(See Attached Exhibit)

**E. CONVERTER RESERVE ACCOUNTS**

718.618 The following are reserve accounts for capital expenditures and deferred maintenance for HVAC, plumbing and roofing. The reserves were calculated using the formulas established and required by Florida Statute 718.608. The replacement cost were calculated using 2005 RSMeans Building Construction Cost Data, 63<sup>rd</sup> Annual Edition.

HVAC:

	Replacement Cost
Building 1-11 (not included when using separate system)	
Leasing and Fitness	\$8,890

	Replacement Cost	% of Replacement Cst	Req. Reserve
Total	\$8,890	4/9	\$3,951
Units A1	\$3,951	0.002455	\$ 9.70
Units A2/A3	\$3,951	0.004013	\$15.85
Units B1/B2	\$3,951	0.003473	\$13.72
Units B4/B5	\$3,951	0.004488	\$17.73

Plumbing:

	Replacement Cost
Building 1-11	\$1,273,968
Leasing and Fitness	\$13,936
 Total Replacement Cost	 \$1,287,904

	Replacement Cost	% of Replacement Cst	Req. Reserve
Total	\$1,287,904	4/40	\$128,790
Units A1	\$128,790	0.002455	\$316.18
Units A2/A3	\$128,790	0.004013	\$516.83
Units B1/B2	\$128,790	0.003473	\$447.29
Units B4/B5	\$128,790	0.004488	\$578.01

Roofing:

Building 1-11	Replacement Cost
	\$503,775
Leasing and Fitness	\$ 15,300
Total Replacement Cost	\$519,075

	Replacement Cost	% of Replacement Cst	Req. Reserve
Total	\$519,075	4/50	\$41,526
Units A1	\$41,526	0.002455	\$101.95
Units A2/A3	\$41,526	0.004013	\$166.64
Units B1/B2	\$41,526	0.003473	\$144.22
Units B4/B5	\$41,526	0.004488	\$186.37



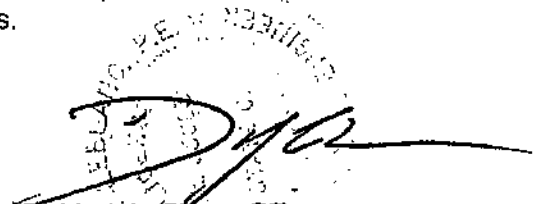
## GENERAL NOTES

This report is not considered a warranty, but a report on the condition of certain primary building components and associated site amenities, based on visual site examination at the time of the inspection and including what is reported herein. Specialty Engineering Consultants, Inc., is not responsible, nor do we accept any liability for defects not reported herein, or problems that may occur with the structure or its related systems in the future.

We trust you will find the information contained herein helpful. If we can be of further assistance please do not hesitate to call on us.

Respectfully submitted,  
**Specialty Engineering Consultants, Inc.**

*Kurt Johnson*  
Kurt A. Johnson  
Partner

  
D. Mark LeBlanc, PE  
Partner  
Fla. Registered PE #35683



Venice of America

CITY OF  
FORT LAUDERDALE

February 7, 2006

Alan L. Gabriel  
Katz, Barron, Squitiero, and Faust  
100 NE Third Avenue, Suite 280  
Fort Lauderdale, FL 33301

RE: 2001 SE 10<sup>th</sup> Avenue  
Parcel ID: 0214033600, 0214033610, 0214210030, 0214034080, and 0214034090

Dear Mr. Gabriel:

We have reviewed our records with respect to the current zoning of the above referenced property and can confirm that it is zoned CC (Commerce Center). Mixed-use developments are a conditional use in this district.

The City of Fort Lauderdale's Unified Land Development Regulations (ULDR) regulates how a property is used and developed. It does not regulate how a property is owned. Therefore, the City has no objection to the proposed change to a condominium ownership structure for the residential portion of the mixed-use development, provided that the property continues to be used and operated as a mixed-use as defined by the ULDR. Any proposed change to the existing use of the property shall comply with both the ULDR and the Comprehensive Plan. I have enclosed a copy of the permitted uses in the CC District for your review.

To determine if the property complies with the development requirements of the ULDR, you may request a pre-sale survey from our Code Compliance Division at 954.828.5207. If you have any questions or need additional information, please contact me at (954) 828-5266.

Sincerely,

Please feel free to contact me at 954-828-5265 if you require additional assistance in this regard.

Sincerely,

Donald Morris  
Acting Zoning Administrator

Enclosures

DM/db

DEPARTMENT OF PLANNING AND ZONING  
700 N.W. 19TH AVENUE, FORT LAUDERDALE, FLORIDA 33311  
BUILDING SERVICES:(954) 828-5191 • PLANNING & ZONING SERVICES:(954) 828-6031 • ZONING COUNTER:(954) 828-5203



**Sec. 47-10.10. List of permitted and conditional uses, Commerce Center (CC) District.**

District Categories--Communication Broadcast and Production Facilities, Community Facilities, Food and Beverage, Light Manufacturing, Research and Development, Wholesale Distribution Facilities, Lodging, Mixed Use Development, Service/Office Uses, and Accessory Uses, Buildings, and Structures.

TABLE INSET:

A.	PERMITTED USES	B.	CONDITIONAL USES: See Sec. 47-24.3.
1.	<i>Communication Broadcast and Production Facilities</i>		
		a.	Radio, Television and Motion Picture Broadcast and Production Facilities.
		b.	Communication Towers, Structures and Stations.
2.	<i>Community Facilities</i>		
a.	Civic and Private Clubs.	a.	Helistop, see Sec. 47-18.14.
b.	Government Facility.		
c.	Public and Private Meeting Rooms.		
d.	Police and Fire Facilities.		
3.	<i>Food and Beverage</i>		
a.	Restaurant.		
4.	<i>Light Manufacturing, Research and Development, Wholesale Distribution Facilities</i>		
a.	Computers and Peripherals.		
b.	Electronic Appliances, Devices, Fixtures, Components.		
c.	Medical Instruments, Supplies.		
d.	Search and Navigation Equipment.		
e.	Processing, Light Manufacturing.		
f.	Research and Laboratory Testing Facility (Medical, Educational, Scientific).		
g.	Wholesale Distribution Center.		
5.	<i>Lodging</i>		
a.	Hotel, see Sec. 47-18.16.		
6.	<i>Mixed Use Development</i>		
		a.	Mixed Use Development, see Sec. 47-18.21.
7.	<i>Service/Offices Uses</i>		
a.	Automotive Service Station, see Sec. 47-18.5.		
b.	Copy Center.		
c.	Check Cashing Store.		
d.	Child Day Care Facility, see Sec. 47-18.8.		
e.	Dry Cleaner, see Sec. 47-18.12.		
f.	Financial Institution, including Drive-Thru Banks.		
g.	Film Processing Store.		
h.	Formal Wear, Rental.		
i.	Hair Salon.		
j.	Health and Fitness Center.		

# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704  
(Instructions on reverse side)

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

**BEST AVAILABLE COPY**

PROJECT: **Mediterranean Village Apts.**  
 (Name and address) 2001 S.E. 10th Avenue  
 Ft. Lauderdale, FL 33311

PROJECT NO.: 619

CONTRACT FORM: Multi-Family Residential Complex  
 CONTRACT DATE: June 16, 1999

TO OWNER: **Mediterranean Village Limited Partnership**  
 (Name and address) c/o Keefe McCullough and Co.  
 6550 N. Federal Highway  
 Ft. Lauderdale, FL 33308

CONTRACTOR: **Gables East Construction, Inc.**  
 (Name and address) 6551 Park of Commerce Blvd.  
 Suite 100  
 Boca Raton FL 33487

DATE OF ISSUANCE: ~~3-30-01~~ **4/4/01** AS PER TLO OR PLAN 7  
 PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Eleven (11) apartment buildings, 264 living units, a Leasing Office/Recreation building, a Maintenance building with trash compactor attached, masonry perimeter walls and fencing and swimming pool area per the Mediterranean Village site plan, prepared by Falkanger Residential Design Group, Inc., drawing number SP-1, dated Nov. 17, 1998 (The Project).

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Falkanger Residential Design Group, Inc.  
 ARCHITECT BY Joe Pasquale *EUR* DATE 5/4/01

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ days from the above date of Substantial Completion.

Gables East Construction, Inc.  
 CONTRACTOR BY Alexander G. Passeri DATE 04/02/01

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (date) on \_\_\_\_\_ (date).

Mediterranean Village Ltd. Partnership  
 OWNER BY Joe Pasquale PRESIDENT DATE 5/4/01

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:  
 (Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

**AIA** CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

FROM : DevCon Management, Inc. FAX NO. : 954-924-9741 Mar. 25 2001 04:56PM P2

CITY OF FORT LAUDERDALE CERTIFICATE OF OCCUPANCY (NO 515) FOLIO 5-25-1  
Mediterranean Village - Maint Bldg. Gables East Const. CC

PROPERTY OWNER: 2119 S.E. 10 Ave CONTRACTOR: A ZONE: 25 LAND 1 AD BX2  
JOB ADDRESS: 99-0916 St 11/8/99 LOT: BLOCK: SUB: 24, 25, 28  
PERMIT NO.: DATE: USE: "Mediterranean Village"  
NO. UNITS: 50 FT. REQ. PKG. GROUP OCC. OCC. LOAD

TYPE CONST.:  
COMMENTS: \*Conditional DMR\*

Inspector	DATE
STRUC. [Signature]	4/7/01
PLBG. [Signature]	4/7/01
ELEC. [Signature]	4/24/01
MECH. [Signature]	4/24/01
FIRE	
LANDSCAPING [Signature]	4/16/01
ZONING (Y) [Signature]	4/17/01
BCDNRP	

APPROVED: [Signature] OWNER/CONTRACTOR  
BUILDING OFFICIAL

CITY OF FORT LAUDERDALE CERTIFICATE OF OCCUPANCY (NO 516) FOLIO 5-25-1  
MEDITERRANEAN VILLAGE GABLES CONST. CC

PROPERTY OWNER: 2015 SE 10 Ave 8/3/99 CONTRACTOR: A ZONE: 25 LAND 1 ADD  
JOB ADDRESS: 99-070702 8/3/99 LOT: BLOCK: SUB:  
PERMIT NO.: DATE: USE:

NO. UNITS: 32136 SQ. FT. REQ. PKG. GROUP OCC. OCC. LOAD  
TYPE CONST.:  
COMMENTS:

Inspector	DATE
STRUC. [Signature]	4/7/01
PLBG. [Signature]	4/24/01
ELEC. [Signature]	4/24/01
MECH. [Signature]	4/24/01
FIRE	
LANDSCAPING [Signature]	4/16/01
ZONING [Signature]	4/17/01
BCDNRP	

APPROVED: [Signature] OWNER/CONTRACTOR  
BUILDING OFFICIAL

CITY OF FORT LAUDERDALE CERTIFICATE OF OCCUPANCY (NO 517) FOLIO 5-25-1  
Mediterranean Village - Bldg #2 Gables East Const Inc. CC

PROPERTY OWNER: 2021 S.E. 10 Ave CONTRACTOR: A ZONE: 25 LAND 1 AD B1  
JOB ADDRESS: 99-070704 8/3/99 LOT: BLOCK: SUB: 24, 25, 28  
PERMIT NO.: DATE: USE: Bldg #2-Construct New 20 Unit Apt. Bldg.

NO. UNITS: 28764 SQ. FT. REQ. PKG. GROUP OCC. OCC. LOAD  
TYPE CONST.:  
COMMENTS: \*Conditional DMR\*

Inspector	DATE
STRUC. [Signature]	9/27/01
PLBG. [Signature]	4/7/01
ELEC. [Signature]	4/24/01
MECH. [Signature]	4/24/01
FIRE	

APPROVED: [Signature] OWNER/CONTRACTOR  
BUILDING OFFICIAL

FROM : DevCon Management, Inc.

FAX NO. : 954-524-9741

May, 25 2001 04:57PM P3

**CITY OF FORT LAUDERDALE** CERTIFICATE OF OCCUPANCY (NO. 578) FOLIO 5-251  
 Mediterranean Village Bldg #3 Gabriel East Const. Inc. CC

PROPERTY OWNER: 2009 S. S. 10 Ave. CONTRACTOR: A ZONE: 25 DATE: Laud 1 Ad BK2  
 JOB ADDRESS: LOT BLOCK SUB: 24, 25, 28  
 PERMIT NO. 99-070705 DATE 8/3/99 USE Bldg #3-Construct New 32 Unit Apt. Bldg. Bldg.  
 NO. UNITS: 29646 SQ. FT. REQ. PKG. GROUP OCC. OCC. LOAD  
 TYPE CONST. III-PRO  
 COMMENTS: \*Conditional DNRP\*

APPROVED: *[Signature]* OWNER/CONTRACTOR  
 BUILDING OFFICIAL

Inspector	DATE
STRUC. Mark A. [Signature]	4/27/01
PLBG. [Signature]	4/27/01
ELEC. [Signature]	4/27/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4/27/01
LANDSCAPING (Y) [Signature]	4/27/01
ZONING (Y) [Signature]	4/27/01
BCDNRP	

**CITY OF FORT LAUDERDALE** CERTIFICATE OF OCCUPANCY (NO. -519) FOLIO 5-251  
 Mediterranean Village Bldg #4 Gabriel East Const. Inc. CC

PROPERTY OWNER: 2005 S. S. 10 Ave. CONTRACTOR: A ZONE: 25 DATE: Laud 1 Ad BK  
 JOB ADDRESS: LOT BLOCK SUB: 24, 25, 28  
 PERMIT NO. 99-070706 DATE 8/3/99 USE Bldg #4- Construct New 22 Unit Apt. Bldg.  
 NO. UNITS: 29646 SQ. FT. REQ. PKG. GROUP OCC. OCC. LOAD  
 TYPE CONST. III-PRO  
 COMMENTS: \*Conditional DNRP\*

APPROVED: *[Signature]* OWNER/CONTRACTOR  
 BUILDING OFFICIAL

Inspector	DATE
STRUC. Mark A. [Signature]	4/27/01
PLBG. [Signature]	4/27/01
ELEC. [Signature]	4/27/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4/27/01
LANDSCAPING (Y) [Signature]	4/27/01
ZONING (Y) [Signature]	4/27/01
BCDNRP	

**CITY OF FORT LAUDERDALE** CERTIFICATE OF OCCUPANCY (NO. -520) FOLIO 5-251  
 Mediterranean Village Bldg #5 Gabriel East Const. Inc. CC

PROPERTY OWNER: 2039 S. S. 10 Ave. CONTRACTOR: A ZONE: 25 DATE: Laud 1 Ad B  
 JOB ADDRESS: LOT BLOCK SUB: 24, 25, 28  
 PERMIT NO. 99-070707 DATE 8/3/99 USE Bldg #5- Construct New 28 20 Unit Apt. Bldg.  
 NO. UNITS: 28764 SQ. FT. REQ. PKG. GROUP OCC. OCC. LOAD  
 TYPE CONST. III-PRO  
 COMMENTS: \*Conditional DNRP\*

APPROVED: *[Signature]* OWNER/CONTRACTOR  
 BUILDING OFFICIAL

Inspector	DATE
STRUC. Mark A. [Signature]	4/27/01
PLBG. [Signature]	4/27/01
ELEC. [Signature]	4/27/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4/27/01

FROM : DevCon Management, Inc. FAX NO. : 954-924-9741 May 25 2001 04:58PM P4

CITY OF FORT LAUDERDALE CERTIFICATE OF OCCUPANCY (NO 521) FOLIO

Mediterranean Village-Bldg. #6 Gables East Const. Inc. CC 5-25-1

PROPERTY OWNER 2033 S. E. 10 Ave CONTRACTOR A ZONE 25 DATE Laud I Ad BK:

JOB ADDRESS 59-070709 8/3/99 LOT A BLOCK 25 SUB. 24,25,28 Bldg #6- Construct New 20 Unit Apt. Bldg.

PERMIT NO. DATE 28764 USE R

NO. UNITS III-PRO SQ. FT. REQ. PKG GROUP OCC. OCC. LOAD

TYPE CONST. COMMENTS: \*Conditional DWRP\*

APPROVED: [Signature] OWNER/CONTRACTOR

FORM AB-200 Rev. 8/77 BUILDING OFFICIAL

Inspector	DATE
STRUC. Mark A. Turner	4/27/01
PLBG. [Signature]	4/24/01
ELEC. [Signature]	4/21/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4/11/01
LANDSCAPING [Signature]	4/18/01
ZONING (Y) [Signature]	7/27/01
CDWRP	

CITY OF FORT LAUDERDALE CERTIFICATE OF OCCUPANCY (NO -522) FOLIO

Mediterranean Village-Bldg #7 Gables-East Const. Inc. CC 5/25/1

PROPERTY OWNER 2027 S. E. 10 Ave CONTRACTOR A ZONE 25 DATE Laud I Ad BK:

JOB ADDRESS 99-070710 8/3/99 LOT A BLOCK 25 SUB. 24,25,28 Bldg #7- Construct New 31 Unit Apt. Bldg.

PERMIT NO. DATE 40200 USE R

NO. UNITS III-PRO SQ. FT. REQ. PKG GROUP OCC. OCC. LOAD

TYPE CONST. COMMENTS: \*Conditional DWRP\*

APPROVED: [Signature] OWNER/CONTRACTOR

FORM AB-200 Rev. 8/77 BUILDING OFFICIAL

Inspector	DATE
STRUC. Mark A. Turner	4/27/01
PLBG. [Signature]	4/24/01
ELEC. [Signature]	4/21/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4/11/01
LANDSCAPING [Signature]	4/18/01
ZONING (Y) [Signature]	7/27/01
CDWRP	

CITY OF FORT LAUDERDALE CERTIFICATE OF OCCUPANCY (NO -523) FOLIO

Mediterranean Village-Bldg #8 Gables East Const. Inc. CC 5/25/1

PROPERTY OWNER 2107 S. E. 10 Ave CONTRACTOR A ZONE 25 DATE Laud I Ad BK:

JOB ADDRESS 99-070718 8/3/99 LOT A BLOCK 25 SUB. 24,25,28 Bldg #8-Construct New 33 Unit Apt. Bldg.

PERMIT NO. DATE 41910 USE R

NO. UNITS III-PRO SQ. FT. REQ. PKG GROUP OCC. OCC. LOAD

TYPE CONST. COMMENTS: \*Conditional DWRP\*

APPROVED: [Signature] OWNER/CONTRACTOR

FORM AB-200 Rev. 8/77 BUILDING OFFICIAL

Inspector	DATE
STRUC. Mark A. Turner	4/27/01
PLBG. [Signature]	4/24/01
ELEC. [Signature]	4/21/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4/11/01

FROM: DevCon Management, Inc.

FAX NO.: 954-924-9741

May. 25 2001 04:59PM FS

CITY OF FORT LAUDERDALE

CERTIFICATE OF OCCUPANCY (NO - 524)

FOLIO

MEDITERRANEAN VILLAGE  
PROPERTY OWNER

GABLES CONST  
CONTRACTOR

CC ZONE

525-1  
DATE

119 SE 10 ST  
JOB ADDRESS

LOT

BLOCK 26

Land 1 Ad  
SUB.

2070718  
PERMIT NO. DATE 8/3/99

USE

20 UNIT APARTMENT BLDG #8

NO. UNITS 23754  
SQ. FT.

REQ. PKG

GROUP OCC

OCC. LOAD

TYPE CONST.

COMMENTS:

OWNER/CONTRACTOR

APPROVED: *J. R. O. O.*

BUILDING OFFICIAL

FORM AB-200 Rev. 8/97

Inspector	DATE
STRUC. Mark H. Turner	4/27/01
PLBG. [Signature]	4/27/01
ELEC. [Signature]	4/27/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4-27-01
LANDSCAPING [Signature]	4/26/01
ZONING [Signature]	4/27/01
BCDRP [Signature]	

CITY OF FORT LAUDERDALE

CERTIFICATE OF OCCUPANCY (NO - 325)

FOLIO

Mediterranean Village - Bldg #10  
PROPERTY OWNER

Gables East Const. Inc. CC  
CONTRACTOR

ZONE

5/20/01  
DATE

2125 S. E. 10 Ave  
JOB ADDRESS

LOT

BLOCK 25

Land 1 Ad BKG  
SUB. 24, 25, 26

89-070720  
PERMIT NO. DATE 8/3/99

USE

Bldg #10 - Construct New 20 Unit Apt. Bldg.

NO. UNITS  
SQ. FT.

REQ. PKG

GROUP OCC

OCC. LOAD

III-PRO

TYPE CONST.

COMMENTS:

\*Conditional DMRP\*

OWNER/CONTRACTOR

APPROVED: *J. R. O. O.*

BUILDING OFFICIAL

FORM AB-200 Rev. 8/97

Inspector	DATE
STRUC. Mark H. Turner	4/27/01
PLBG. [Signature]	4/27/01
ELEC. [Signature]	4/27/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4/27/01
LANDSCAPING [Signature]	4/26/01
ZONING (S) [Signature]	4/27/01
BCDRP [Signature]	

CITY OF FORT LAUDERDALE

CERTIFICATE OF OCCUPANCY (NO - 326)

FOLIO

Mediterranean Village - Bldg #11  
PROPERTY OWNER

Gables East Const. Inc. CC  
CONTRACTOR

ZONE

5/25/01  
DATE

2131 S. E. 10 Ave  
JOB ADDRESS

LOT

BLOCK 25

Land 1 Ad BKG  
SUB. 24, 25, 26

89-070716  
PERMIT NO. DATE 8/3/99

USE

Bldg #11 - Construct New 20 Unit Apt. Bldg.

NO. UNITS  
SQ. FT.

REQ. PKG

GROUP OCC

OCC. LOAD

III-PRO

TYPE CONST.

COMMENTS:

\*Conditional DMRP\*

OWNER/CONTRACTOR

APPROVED: *J. R. O. O.*

BUILDING OFFICIAL

FORM AB-200 Rev. 8/97

Inspector	DATE
STRUC. Mark H. Turner	4/27/01
PLBG. [Signature]	4/27/01
ELEC. [Signature]	4/27/01
MECH. [Signature]	4/26/01
FIRE [Signature]	4-27-01



FROM : DevCon Management, Inc.

FAX NO. : 954-924-9741

May. 25 2001 04:59PM PG

CITY OF FORT LAUDERDALE CERTIFICATE OF OCCUPANCY NO. 527

FOLIO

Mediterranean Village Inc.

Galles East Construction, Inc.

5/25/1

PROPERTY OWNER: 2001 S.E. 10 Ave  
 CONTRACTOR: A  
 ZONE: 25  
 Land 1 Ad BK: 24, 25, 28  
 JOB ADDRESS: 99-070693 B/S/99  
 LOT: Construct Leasing Office "Mediterranean Village"  
 BLOCK: SUB.

PERMIT NO. DATE: 2/10 USE: G-2  
 NO. UNITS: SQ. FT. REQ. PKG. GROUP OCC. OCC. LOAD  
 TYPE CONST.: Residential  
 COMMENTS:

Inspector	DATE
STRUC. Mark St. Am	4/29/0
PLUMB. [Signature]	5/1/0
ELEC. [Signature]	7-15-0
MECH. [Signature]	4/26/0
FIRE J. L. [Signature]	4-1-0
LANDSCAPING [Signature]	4/16/0
ZONING (7) James D. How	4/27/0
CCONRP	

APPROVED: [Signature] OWNER/CONTRACTOR  
 BUILDING OFFICIAL

FORM AB-200 REV. 6/87



**BEST AVAILABLE COPY**  
**Florida Department of Agriculture & Consumer Services**  
**Division of Agriculture Environmental Services**  
**WOOD-DESTROYING ORGANISMS INSPECTION REPORT**

*TIR*

Section 482.228, Florida Statutes  
 Telephone: (850) 921-4177

Licensee name: <u>Hulet Environmental Services</u>		License number: <u>IR0000614</u>
Licensee address: <u>7678 Okeechobee Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector: <u>Tony San Miguel</u>	Inspection date: <u>10/20/2005</u>	Identification Card No: <u>Applied For</u>
Requested by: <u>Ralph Miller/Mediterranean Village</u>		
Property inspected: <u>2001 SE 10th Ave Bldg 1, Fort Lauderdale, FL 33316-3585</u>		264552 <small>(section #)</small>
Specific structures inspected: <u>Condo Building</u>		
Structures on property NOT inspected: <u>All other buildings</u>		
Areas of structure(s) NOT inspected: <u>Limited Attic / Limited Interior / Limited Exterior / Unit 109 (interior)</u>		
Reason NOT inspected: <u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height / No Access</u>		
<p><small>*Wood-destroying organisms* means anthropod or plant life which damages and can reflect attacked wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood decaying fungi.</small></p> <p>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or detaching any part of the structure.</p> <p>THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.</p> <p>THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.</p>		
<b>RESULTS OF INSPECTION</b>		
(1) Visible evidence of wood-destroying organisms observed	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	(Common name of organism)
Locations:		
(2) Live wood-destroying organisms observed	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	(Common name of organism)
Locations:		
(3) Visible damage observed	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	(Common name of organisms causing damage)
Locations:		
(4) Visible evidence of previous treatment observed	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Explain:
(5) This company has treated the structure(s) at time of inspection	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	IF YES, A copy of the contract is attached
(6) This company has treated the structure(s)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	IF YES, Date of Treatment: <u>05/26/2000</u>
Subterranean Termites	Chlorpyrifos	(Common name of pesticide)
(7) A notice of this inspection	<input checked="" type="checkbox"/> and/or treatment	<input type="checkbox"/> has been affixed to the structure(s)
<u>Electric room interior floor</u>		(Location of notice(s))
COMMENTS: <u>\$1650 inspection fee paid check #117. The building is under warranty with Hulet Environmental for Subterranean Termites through July 2006.</u>		
Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.		
SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:		
Signature of Licensee or Agent: <u>Tony San Miguel</u> Date: <u>10/20/05</u>		

BEST AVAILABLE COPY



Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
**WOOD-DESTROYING ORGANISMS INSPECTION REPORT**

Section 482.226, Florida Statutes  
Telephone: (850) 821-4177

Licensee name	<u>Hulett Environmental Services</u>	License number	<u>JF0000614</u>
Licensee address	<u>7670 Okrochoboc Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector	<u>Tony San Miguel</u>	Inspection date	<u>10/20/2005</u>
Requested by	<u>Ralph Miller/Mediterranean Village</u>		
Property inspected	<u>2001 SE 10th Ave Bldg 2, Fort Lauderdale, FL, 33316-2585</u>	Identification Card No.	<u>Applied For</u>
Specific structures inspected	<u>Condo Building</u>		<u>137240</u>
Structures on property NOT inspected	<u>All other buildings</u>		
Areas of structure(s) NOT inspected	<u>Limited Atria/Lmid Interior/Lmid Exterior/Units 210,215 &amp; 219 Interior/217 Master bedroom</u>		
Reason NOT inspected	<u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Duct To Height / No Access/ Door Locked</u>		
<p>"Wood-destroying organism" means anthropod or plant life which damages and can re infest seasoned wood in a structure, namely, termites, powder post beetles, dryhouse borers, and wood decaying fungi.</p> <p>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stone articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.</p> <p>THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.</p> <p>THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.</p>			
<p>(1) Visible evidence of wood-destroying organisms observed <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes A) Fungus (Wood decay)</p> <p>Locations <u>A) Unit 205 interior overhead garage east door jamb at the bottom, see reverse side</u></p>			
<p>(2) Live wood-destroying organisms observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Locations _____</p>			
<p>(3) Visible damage observed <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes A) Fungus (Wood decay)</p> <p>Locations <u>A) Unit 205 interior overhead garage east door jamb at the bottom, see reverse side</u></p>			
<p>(4) Visible evidence of previous treatment was observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Explain _____</p>			
<p>(5) This company has treated the structure(s) at time of inspection <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes IF YES, A copy of the contract is attached.</p>			
<p>(6) This company has treated the structure(s) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes IF YES, Date of Treatment <u>03/28/2000</u></p> <p><u>Subterranean Termites</u> <u>Chlorpyrifos</u></p>			
<p>(7) A notice of this inspection <input checked="" type="checkbox"/> and/or treatment <input type="checkbox"/> has been affixed to the structure(s)</p> <p><u>Electric room interior door</u></p>			
<p>COMMENTS: <u>\$1650 inspection fee paid check, #117. The building is under warranty with Hulett Environmental for Subterranean Termites through July 2006. Recommend repair of damaged wood.</u></p>			
<p>Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.</p>			
<p>SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:</p>			
<p>Signature of Licensee or Agent <u>Tony San Miguel</u> Date <u>10/20/05</u></p>			
<p>DACS 13645, Rev. 02-04 (Obsoletes Previous Editions)</p>			

BEST AVAILABLE COPY



Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.226, Florida Statutes  
Telephone: (850) 921-4177

Licensee name Hallett Environmental Services License Number JB0006614  
 Office address 7670 Okazoochee Blvd, West Palm Beach, FL 33411-2100  
 Inspector Tony San Miguel Inspection date 10/20/2005 Identification Card No Applied For  
 Requested by Ralph Miller/Mediterranean Village  
 Property Inspected 2001 SE 10th Ave Bldg 3, Fort Lauderdale, FL 33316-3585 (Address) 136114 (Parcel ID)  
 Specific structures inspected Condo Building  
 Structures on property NOT inspected All other buildings  
 Areas of structure(s) NOT inspected Limited Attic/Limited Interior/Limited Exterior / Unit 304 Interior  
 Reason NOT inspected Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Duct To Bleed / No Access

"Wood-destroying organism" means an inorganic or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood decaying fungi.

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or detaching any part of the structure.

THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trades expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (S) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

(1) Visible evidence of wood-destroying organisms observed  No  Yes (Common name of organism)  
 Locations \_\_\_\_\_  
 (2) Live wood-destroying organisms observed  No  Yes (Common name of organism)  
 Locations \_\_\_\_\_  
 (3) Visible damage observed  No  Yes (Common name of organism causing damage)  
 Locations \_\_\_\_\_  
 (4) Visible evidence of previous treatment was observed  No  Yes  
 Example \_\_\_\_\_  
 (5) This company has treated the structure(s) at time of inspection  No  Yes If YES: A copy of the contract is attached.  
 (Common name of organism) \_\_\_\_\_ (Pesticide used) \_\_\_\_\_  
 (6) This company has treated the structure(s)  No  Yes If YES: Date of Treatment 12/17/1999  
Subterranean Termites Chlorpyrifos  
 (Common name of organism) \_\_\_\_\_ (Common name of pesticide)  
 (7) A notice of this inspection  and/or treatment  has been affixed to the structure(s)  
Electric room interior door  
 (Location of notice(s)) \_\_\_\_\_

COMMENTS: \$1650 inspection fee paid check #117. The building is under warranty with Hallett Environmental for Subterranean Termites through July 2006.

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:

Signature of Licensee or Agent Tony San Miguel Date 10/20/05

DAQS 13645, Rev. 02-04 (Obsoletes Previous Editions)

BEST AVAILABLE COPY



Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.226, Florida Statutes  
Telephone: (850) 921-4177

Licensee name Hallett Environmental Services License number JB0000614  
 Licensee address 7670 Okeechobee Blvd, West Palm Beach, FL 33411-2100  
 Inspector Tony San Miguel Inspection date 10/20/2005 Identification Card No. Applied For  
 Requested by Ralph Miller/Mediterranean Village  
 Property inspected 2001 SE 10th Ave Bldg 4, Fort Lauderdale, FL 33316-3583 (Address) 136036 (Parcel #)  
 Specific structures inspected Condo Building  
 Structures on property NOT inspected All other buildings  
 Areas of structure(s) NOT inspected Limited Attic / Limited Interior / Limited Exterior / Unit 421 Interior  
 Reason NOT inspected Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height / No Access

"Wood-destroying organism" means anthropod or plant life which damages and can reinfect susceptible wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood-decaying fungi.

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or detaching any part of the structure.

THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not primarily a construction or building trade expert and therefore is not expected to assess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER 3) OF THIS REPORT, FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or warranted by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

(1) Visible evidence of wood-destroying organisms observed  No  Yes (Common name of organisms)  
 Locations \_\_\_\_\_  
 (2) Live wood-destroying organisms observed  No  Yes (Common name of organisms)  
 Locations \_\_\_\_\_  
 (3) Visible damage observed  No  Yes (Common name of organisms causing damage)  
 Locations \_\_\_\_\_  
 (4) Visible evidence of previous treatment was observed  No  Yes  
 Expect \_\_\_\_\_  
 (5) This company has treated the structure(s) at time of inspection  No  Yes IF YES: A copy of the contract is attached.  
 (Special note needed) \_\_\_\_\_ (Special note needed) \_\_\_\_\_  
 (6) This company has treated the structure(s)  No  Yes IF YES: Date of Treatment 12/08/1999  
 Subterranean Termites (Common name of organism) Chlorpyrifos (Common name of pesticide)  
 (7) A notice of this inspection  and/or treatment  has been affixed to the structure(s)  
 Electric room interior door (Location of notice(s))

COMMENTS: \$1650 inspection fee paid check #117. The building is under warranty with Hallett Environmental for Subterranean Termites through July 2006.

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Licensee or Agent *Tony San Miguel* Date 10/20/05 TS



**BEST AVAILABLE COPY**  
**Florida Department of Agriculture & Consumer Services**  
**Division of Agriculture Environmental Services**  
**WOOD-DESTROYING ORGANISMS INSPECTION REPORT**

Section 482.226, Florida Statutes  
 Telephone: (850) 921-4177

Licensee name <u>Hulet Environmental Services</u>		License number <u>TB0000614</u>	
Licensee address <u>7670 Ckcoelobes Blvd, West Palm Beach, FL 33411-2100</u>			
Inspector <u>Tony San Miguel</u>	Inspection date <u>10/20/2005</u>	Identification Card No. <u>Applied For</u>	
Requested by <u>Ralph Miller/Mediterranean Village</u>			
Property inspected <u>2001 SE 10th Ave Bldg 5, Fort Lauderdale, FL 33316-3585</u>			Inspection # <u>136299</u>
Specific structures inspected <u>Condo Building</u>			
Structures on property NOT inspected <u>All other buildings</u>			
Areas of structure(s) NOT inspected <u>Limited Attic/Limited Interior/Limited Exterior/S04 Master bedroom &amp; S10 Guest bedroom</u>			
Reason NOT inspected <u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height / Doors Locked</u>			
<p><b>*Wood-destroying organism* means entomped or plant life which damages and can infest seasoned wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood-decaying fungi</b></p> <p>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or detaching any part of the structure</p> <p>THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood-decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood-decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.</p> <p>THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE</p>			
<b>REPORT OF FINDINGS</b>			
(1) Visible evidence of wood-destroying organisms observed		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Locations _____ (Common name of organism)			
(2) Live wood-destroying organisms observed		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Locations _____ (Common name of organism)			
(3) Visible damage observed		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Locations _____ (Common name of organism causing damage)			
(4) Visible evidence of previous treatment was observed		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Explain _____			
(5) This company has treated the structure(s) at time of inspection		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes IF YES: A copy of the contract is attached.
_____ (Common name of organism) _____ (pesticide used)			
(6) This company has treated the structure(s)		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes IF YES: Date of Treatment <u>01/11/2006</u>
<u>Subterranean Termites</u>		<u>Chlorpyrifos</u>	
_____ (Common name of organism) _____ (Common name of pesticide)			
(7) A notice of this inspection		<input checked="" type="checkbox"/> and/or treatment	<input type="checkbox"/> has been affixed to the structure(s)
<u>Electric meter interior door</u> _____ (Location of notice(s))			
COMMENTS: <u>\$1650 inspection fee paid check #117. The building is under warranty with Hulet Environmental for Subterranean Termites through July 2006.</u>			
Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.			
SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:			
Signature of Licensee or Agent <u><i>Tony San Miguel</i></u>		Date <u>10/21/05</u>	
DACS 13845, Rev 02-04 (Obsoletes Previous Editions)			

BEST AVAILABLE COPY



Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.226, Florida Statutes  
Telephone: (850) 821-4177

Licensee name Hulett Environmental Services License number 1B000614  
 Licensee address 7670 Okeechubee Blvd. West Palm Beach, FL 33411-2100  
 Inspector Tony San Miguel Inspection date 10/20/2005 Identification Card No Applied For  
 Requested by Ralph Miller/Mediterranean Village  
 Property inspected 2001 SE 10th Ave Bldg 6, Fort Lauderdale, FL, 33316-3585 136178  
 Specific structures inspected Condo Building (Location)  
 Structures on property NOT inspected All other buildings  
 Areas of structure(s) NOT inspected Limited Atce / Limited Interior / Limited Exterior / Units 603 & 614 Interior  
 Reason NOT inspected Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height / No Access

"Wood-destroying organism" means anthropod or plant life which damages and can reinfect seasoned wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood decaying fungi.

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.

THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

(1) Visible evidence of wood-destroying organisms observed  No  Yes A) Fungus (wood decay)  
 Locations A) Unit 603 interior overhead garage door jamb both sides at the bottom  
 (Common name of organisms)

(2) Live wood-destroying organisms observed  No  Yes  
 Locations \_\_\_\_\_  
 (Common name of organisms)

(3) Visible damage observed  No  Yes A) Fungus (wood decay)  
 Locations A) Unit 603 interior overhead garage door jamb both sides at the bottom  
 (Common name of organisms causing damage)

(4) Visible evidence of previous treatment was observed  No  Yes  
 Explain \_\_\_\_\_

(5) The company has treated the structure(s) at time of inspection  No  Yes IF YES: A copy of the contract is attached.  
 (Organism(s) treated) \_\_\_\_\_ (Previous user) \_\_\_\_\_

(6) The company has treated the structure(s)  No  Yes IF YES: Date of Treatment: 01/18/2000  
Subterranean Termites Chlorpyrifos  
 (Common name of organism) (Common name of pesticide)

(7) A notice of this inspection  and/or treatment  has been affixed to the structure(s)  
Electric room interior door  
 (Location of notice(s))

COMMENTS: \$1650 inspection fee paid check #117. The building is under warranty with Hulett Environmental for Subterranean Termites through July 2006. Recommend repair of damaged wood.

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:

Signature of Licensee or Agent [Signature] Date 10/21/05

DACS 13645, Rev 02-04 (Obsoletes Previous Editions)

BEST AVAILABLE COPY



Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.228, Florida Statutes  
Telephone: (850) 621-4177

Licensee name	<u>Hulett Environmental Services</u>	License number	<u>1F0000614</u>
Licensee address	<u>7670 Okeechobee Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector	<u>Tony San Miguel</u>	Inspection date	<u>10/20/2005</u>
Requested by	<u>Ralph Miller/Mediterranean Village</u>		
Property inspected	<u>2001 SE 10th Ave Bldg 7, Fort Lauderdale, FL, 33316-3585</u>	Identification Card No.	<u>Applied For</u>
Specific structures inspected	<u>Condo Building</u>		<u>138199</u>
Structures on property NOT inspected	<u>All other buildings</u>		
Areas of structure(s) NOT inspected	<u>Limited Attic / Limited Interior / Limited Exterior / Units 705, 718 &amp; 731 Interiors</u>		
Reason NOT inspected	<u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height / No Access</u>		
<p>Wood-destroying organism means arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termite, powder post beetle, oldhouse borer, and wood decaying fungi.</p> <p>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.</p> <p>THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (S) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other persons trained and qualified to render such opinions.</p> <p>THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.</p>			
<b>REPORT FINDINGS</b>			
(1) Visible evidence of wood-destroying organisms observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Common name of organism)
Locations			
(2) Live wood-destroying organisms observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Common name of organism)
Locations			
(3) Visible damage observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Common name of organism causing damage)
Locations			
(4) Visible evidence of previous treatment was observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain
Explain			
(5) Has company has treated the structure(s) at time of inspection	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	IF YES - A copy of the contract is attached
(6) Has company has treated the structure(s)	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	IF YES - Date of Treatment <u>06/22/2000</u>
Subterranean Termites		Chlorpyrifos	(Common name of pesticide)
(7) A notice of this inspection	<input checked="" type="checkbox"/> and/or treatment	<input type="checkbox"/> has been affixed to the structure(s).	
Electric room interior floor			(Location of notice(s))
<p>COMMENTS: <u>\$1650 inspection fee paid check #117. The building is under warranty with Hulett Environmental for Subterranean Termites through July 2006</u></p>			
<p>Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.</p>			
<p>SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:</p>			
<p>Signature of Licensee or Agent <u>Tony San Miguel</u> Date <u>10/21/05</u></p>			
<p>DACS 13845, Rev. 02-04 (Obsoletes Previous Editions)</p>			



BEST AVAILABLE COPY



Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.226, Florida Statutes  
Telephone (850) 921-4177

Licensee name	<u>Hufett Environmental Services</u>	License number	<u>JB0800614</u>
Licensee address	<u>767D Okechichee Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector	<u>Tommy San Miguel</u>	Inspection date	<u>10/20/2005</u>
Requested by	<u>Ralph Miller/Mediterranean Village</u>	Identification Card No	<u>Applied For</u>
Property Inspected	<u>2001 SE 10th Ave Bldg 8, Fort Lauderdale, FL 33316-3585</u>		<u>137506</u>
Specific structures inspected	<u>Condo Building</u>		
Structures on property NOT inspected	<u>All other buildings</u>		
Areas of structure(s) NOT inspected	<u>Limited Attic/Limited Interior/Limited Exterior/Units 803, 805, 815, 818, 821, 823 &amp; 825 Interiors</u>		
Reason NOT inspected	<u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height / No Access</u>		

"Wood-destroying organism" means entomorph or plant life which damages and can rot/ret season wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood decaying fungi.

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.

THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE

---

(1) Visible evidence of wood-destroying organisms observed  No  Yes \_\_\_\_\_  
(Common name of organisms)

Locations \_\_\_\_\_

(2) Live wood-destroying organisms observed  No  Yes \_\_\_\_\_  
(Common name of organisms)

Locations \_\_\_\_\_

(3) Visible damage observed  No  Yes \_\_\_\_\_  
(Common name of organisms causing damage)

Locations \_\_\_\_\_

(4) Visible evidence of previous treatment was observed  No  Yes \_\_\_\_\_  
Explain: \_\_\_\_\_

(5) The company has treated the structure(s) at time of inspection  No  Yes IF YES A copy of the contract is attached

\_\_\_\_\_ (Organisms treated) \_\_\_\_\_ (Pesticide used)

(6) The company has treated the structure(s)  No  Yes IF YES Date of Treatment 04/24/2000

Subterranean Termites Chlorpyrifos  
(Common name of organisms) (Common name of pesticide)

(7) A notice of the inspection  and/or treatment  has been affixed to the structure(s)

Electric room door  
(Location of notice(s))

COMMENTS: \$1650 inspection fee paid check #117. The building is under warranty with Hufett Environmental for Subterranean Termites through July 2006

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Licensee or Agent *Tommy M. San Miguel* Date 10/21/05

DACS 13645, Rev. 02-04 (Obsoletes Previous Editions)

BEST AVAILABLE COPY



CHARLES H. BRONSON  
COMMISSIONER

Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
**WOOD-DESTROYING ORGANISMS INSPECTION REPORT**

Section 482.226, Florida Statutes  
Telephone (850) 921-4177

Licensee name	<u>Hulet Environmental Services</u>	Licensee number	<u>IB6000614</u>
Licensee address	<u>7670 Okeechobee Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector	<u>Tony San Miguel</u>	Inspection date	<u>10/20/2005</u>
Requested by	<u>Ralph Miller/Mediterranean Village</u>		
Property inspected	<u>2001 SE 10th Ave, Ridge 9, Fort Lauderdale, FL, 33316-3585</u>	APR 441	<u>136906</u>
Specific structures inspected	<u>Condo Building</u>		
Structures on property NOT inspected	<u>All other buildings</u>		
Areas of structure(s) NOT inspected	<u>Limited Attic/Limited Interior/Limited Exterior/Unit 902 Interior/907 Master bedroom</u>		
Reason NOT inspected	<u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height / No Access/ Door Locked</u>		
<p>*Wood-destroying organism* means anthrop or plant life which damages and can retract seasoned wood in a structure, namely, termites, powder post beetles, whitebark borers, and wood decaying fungi.</p> <p>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or detaching any part of the structure.</p> <p>THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects of indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.</p> <p>THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE</p>			
<p>(1) Visible evidence of wood-destroying organisms observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Common name of organism)</p> <p>Locations: _____</p>			
<p>(2) Live wood-destroying organisms observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Common name of organism)</p> <p>Locations: _____</p>			
<p>(3) Visible damage observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Common name of organism causing damage)</p> <p>Locations: _____</p>			
<p>(4) Visible evidence of previous treatment was observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Explain: _____</p>			
<p>(5) This company has treated the structure(s) at time of inspection <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes IF YES: A copy of the contract is attached.</p> <p>(Company treated) _____ (Product used) _____</p>			
<p>(6) This company has treated the structure(s): <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes IF YES: Date of Treatment <u>03/01/2008</u></p> <p>Subterranean Termites (Common name of organism) Chlorpyrifos (Common name of pesticide)</p>			
<p>(7) A notice of this inspection <input checked="" type="checkbox"/> and/or placement <input type="checkbox"/> has been affixed to the structure(s)</p> <p>Electric room, interior door (Location of notice(s))</p>			
<p>COMMENTS: <u>\$1650 inspection fee paid check #117. The building is under warranty with Hulet Environmental for Subterranean Termites through July 2006.</u></p>			
<p>Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes</p>			
<p>SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:</p> <p>_____</p> <p>_____</p>			
<p>Signature of Licensee or Agent <u>Daniel M. Hulet</u></p>			<p>Date <u>10/21/05 DM</u></p>
<p>DACS 13645, Rev. 02-04 (Obsoletes Previous Editions)</p>			

BEST AVAILABLE COPY



Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.226, Florida Statutes  
Telephone: (850) 921-4177

License name	<u>Hulet Environmental Services</u>	License number	<u>IB000614</u>
License address	<u>7670 Okeechobee Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector	<u>Tony San Miguel</u>	Inspection date	<u>10/20/2005</u>
Requested by	<u>Ralph Miller/Mediterranean Village</u>		
Property inspected	<u>2001 SE 10th Ave, Bldg 10, Fort Lauderdale, FL 33316-3585</u>	Identification Card No	<u>Applied For</u>
Specific structures inspected	<u>Condo Building</u>		<u>136865</u>
Structures on property NOT inspected	<u>All other buildings</u>		
Areas of structure(s) NOT inspected	<u>Limited Attic / Limited Interior / Limited Exterior / Unit 1004 Interior</u>		
Reason NOT inspected	<u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage / Dye To Height / No Access</u>		
<p>"Wood-destroying organism" means arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood decaying fungi.</p> <p>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.</p> <p>THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (S) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.</p> <p>THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.</p>			
<p>(1) Visible evidence of wood-destroying organisms observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Common name of organisms)</p> <p>Locations _____</p> <p>(2) Live wood-destroying organisms observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Common name of organisms)</p> <p>Locations _____</p> <p>(3) Visible damage observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Common name of organisms causing damage)</p> <p>Locations _____</p> <p>(4) Visible evidence of previous treatment was observed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Explain _____</p> <p>(5) The company has treated the structure(s) at time of inspection <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes IF YES: A copy of the contract is attached.</p> <p>(Other terms treated) _____ (Treatment brand) _____</p> <p>(6) The company has treated the structure(s) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes IF YES: Date of Treatment <u>02/25/2000</u></p> <p>Subterranean Termites Chlorpyrifos</p> <p>(Common name of organism) (Common name of pesticide)</p> <p>(7) A notice of this inspection <input checked="" type="checkbox"/> and/or treatment <input type="checkbox"/> has been affixed to the structure(s)</p> <p>Electric room interior door (Location of notice)</p>			
<p>COMMENTS: <u>\$1650 inspection fee paid check #117. The building is under warranty with Hulet Environmental for Subterranean Termites through July 2006.</u></p>			
<p>Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.</p>			
<p>SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:</p> <p>_____</p> <p>_____</p> <p>_____</p>			
Signature of Licensee or Agent		Date	
<u><i>Tony San Miguel</i></u>		<u>10/20/05</u>	
DACS 13645, Rev. 02-04 (Obsoletes Previous Editions)			

BEST AVAILABLE COPY



CHARLES W. BRIDGEMAN  
COMMISSIONER

Florida Department of Agriculture & Consumer Services  
Division of Agriculture Environmental Services  
**WOOD-DESTROYING ORGANISMS INSPECTION REPORT**

Section 482.226, Florida Statutes  
Telephone: (850) 921-4177

Licensee name	<u>Hulet Environmental Services</u>	License number	<u>JB0000614</u>
Licensee address	<u>7670 Okeechobee Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector	<u>Gonv San Miguel</u>	Inspection date	<u>10/20/2005</u>
Requested by	<u>Ralph Miller/Mediterranean Village</u>	Inspection Card No.	<u>Applied For</u>
Property inspected	<u>2001 SE 10th Ave, Bldg 11, Fort Lauderdale, FL, 33316-3585</u>	Inspection Card No.	<u>136525</u>
Specific structures inspected	<u>Condo Building</u>		
Structures on property NOT inspected	<u>All other buildings</u>		
Areas of structure(s) NOT inspected	<u>Limited Atrium / Limited Interior / Limited Exterior</u>		
Reason NOT inspected	<u>Installation, AC Ducts, Low Clearance / Furnishings, Storage / Due To Height</u>		

**Wood-destroying organisms** means anthropod or plant life which damages and can infest seasoned wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood decaying fungi.

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or detaching any part of the structure.

THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER 3) OF THIS REPORT, FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

(1) Visible evidence of wood-destroying organisms observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Common name of organisms)
Locations:			
(2) Live wood-boring organisms observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Common name of organisms)
Locations:			
(3) Visible damage observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Common name of organisms causing damage)
Locations:			
(4) Visible evidence of previous treatment was observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain:
(5) This company has treated the structure(s) at time of inspection	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	IF YES: A copy of the contract is attached.
(6) This company has treated the structure(s)	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	IF YES: Date of Treatment <u>02/01/2000</u>
Subterranean Termites			Chlorpyrifos
(7) A notice of this inspection	<input checked="" type="checkbox"/> and/or treatment	<input type="checkbox"/> has been affixed to the structure(s)	
Electric room interior door			(Location of notice(s))

COMMENTS: \$1650 inspection fee paid check #117. The building is under warranty with Hulet Environmental for Subterranean Termites through July 2006.

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:

Signature of Licensee or Agent [Signature] Date 10/21/05

DACS 13645, Rev 02-04 (Obsoletes Previous Editions)



**BEST AVAILABLE COPY**

**Florida Department of Agriculture & Consumer Services**  
**Division of Agriculture Environmental Services**  
**WOOD-DESTROYING ORGANISMS INSPECTION REPORT**

Section 482.226, Florida Statutes  
Telephone: (850) 921-4177

Licensee name	<u>Hulen Environmental Services</u>	License number	<u>3B0000614</u>
Licensee address	<u>7670 Okeschoke Blvd, West Palm Beach, FL 33411-2100</u>		
Inspector	<u>Tony San Miguel</u>	Inspection date	<u>10/21/2005</u>
Requested by	<u>Ralph Miller/Mediterranean Village</u>	Identification Card No	<u>Applied For</u>
Property Inspected	<u>2001 SE 19th Ave, Gym/Sales Office, Fort Lauderdale, FL 33316-1985</u>		<u>136080</u> <small>(Section #)</small>
Specific structural inspected	<u>Gym/Sales Office</u>		
Structures on property NOT inspected	<u>All other buildings</u>		
Areas of structure(s) NOT inspected	<u>Limited Attic / Limited Interior</u>		
Reason NOT inspected	<u>Insulation, AC Ducts, Low Clearance / Furnishings, Storage</u>		
<small>*Wood-destroying organisms* means any rodent or plant life which damages and can inflict seasoned wood in a structure, namely, termites, powder post beetles, whitehouse borers, and wood decaying fungi.</small>			
<small>THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or detaching any part of the structure.</small>			
<small>THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized, or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.</small>			
<small>THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.</small>			
<b>REPORT OF FINDINGS</b>			
(1) Visible evidence of wood-destroying organisms observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<small>(Common name of organisms)</small>
Locations	_____		
(2) Live wood destroying organisms observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<small>(Common name of organisms)</small>
Locations	_____		
(3) Visible damage observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<small>(Common name of organisms causing damage)</small>
Locations	_____		
(4) Visible evidence of previous treatment was observed	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	_____
Explan	_____		
(5) This company has treated the structure(s) at time of inspection	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<small>IF YES, A copy of the contract is attached.</small>
_____	_____		
(6) This company has treated the structure(s)	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<small>F YES Date of Treatment</small> <u>12/15/1999</u>
Subterranean Termites	Chlorpyrifos		
<small>(Common name of organisms)</small>	<small>(Common name of pesticide)</small>		
(7) A notice of this inspection	<input checked="" type="checkbox"/> and/or treatment	<input type="checkbox"/> has been affixed to the structure(s)	
Electric room interior door	_____		
	<small>(Location of notice(s))</small>		
COMMENTS:	<u>\$1650 inspection fee paid check #117. The building is under warranty with Hulen Environmental for Subterranean Termites through July 2006.</u>		
Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes			
SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:			
Signature of Licensee or Agent	<u><i>Tony San Miguel</i></u>	Date	<u>10/21/05</u> <u>TS</u>
DACS 13645, Rev. 02-04 (Obsoletes Previous Editions)			

SCHEDULE "9"

**VILLAGE EAST, A CONDOMINIUM**

**EVIDENCE OF SELLER'S OWNERSHIP INTEREST  
AND ASSIGNMENT OF BULK BUYER RIGHTS**



# GREENSPOON MARDER, P.A.

ATTORNEYS AT LAW

**From the desk of:**

Leonard Lubart  
Trade Centre South, Suite 700  
100 W. Cypress Creek Road  
Fort Lauderdale, Florida 33309-2140  
Phone: (954) 491-1120  
Fax: (954) 771-9264  
Direct Fax: (954) 343-6936  
Email: Leonard.Lubart@gmlaw.com

February 1, 2011

Bureau of Standards and Registration  
Condominium Section  
1940 North Monroc Street  
Northwood Centre  
Tallahassee, Florida 32399

Re: Village East, a Condominium  
Our File No. 23845-0009

Dear Sir/Madam:

This law firm represents Village East Investment, LLC, the Seller of Units in the above referenced Condominium.

We hereby certify that the Seller has a contractual interest to purchase the property that is being submitted to the condominium form of ownership with this filing.

Very truly yours,

GREENSPOON MARDER, P.A.

Leonard Lubart  
For the Firm

**ASSIGNMENT OF BULK BUYER RIGHTS**  
**(VILLAGE EAST, A CONDOMINIUM)**

**THIS ASSIGNMENT OF BULK BUYER RIGHTS** (this "Assignment") is made as of this \_\_\_ day of \_\_\_, 2010 (the "Effective Date"), by \_\_\_\_\_ ("Assignor"), having an address of \_\_\_\_\_, to and in favor of \_\_\_\_\_, having an address of \_\_\_\_\_ ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the owner of the property described on Exhibit "A" hereto (the "Property"); and

**WHEREAS**, the Property is subject to that certain Declaration of Condominium, recorded in Official Records Book 41670, at Page 31, of the Public Records of Broward County, Florida (the "Declaration"); and

**WHEREAS**, the Assignor is desirous of so assigning, transferring and conveying certain Assigned Rights (as hereinafter defined) and Assignee is desirous of accepting such Assigned Rights, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises set forth herein, the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee do hereby covenant, stipulate, acknowledge and agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are incorporated herein and made a part of this Assignment as if fully set forth herein. Unless otherwise defined herein, capitalized terms set forth in this Assignment shall have the meanings and definitions set forth in the Declaration.

2. **Assignment of Bulk Buyer Rights.** Assignor does hereby assign, transfer and convey to Assignee, without any warranty, representation or recourse, all of Assignor's right, title and interest, if any, to (i) conduct sales, leasing and marketing activities within the Condominium arising under the Declaration; (ii) be exempt from the payment of working capital contributions to the Association arising out of, or in connection with the acquisition of units by Assignee; and (iii) be exempt from any rights of first refusal held by the Association which would otherwise be applicable to subsequent transfers of title from Assignee to a third party purchaser concerning one or more units (together the "Assigned Rights").

3. **Exclusion.** Notwithstanding anything herein to the contrary, this Assignment specifically excludes any rights, obligations or liabilities inconsistent with the "Bulk Buyer" classification for purposes of the Florida Distressed Condominium Relief Act (Section 718.701 et seq., Florida Statutes) (the "Relief Act"), as such term is defined therein, or as otherwise provided in the Relief Act.

4. **Nature of Assignment; Bulk Buyer Classification.** This Section 4 will supersede and take precedence over anything else in this Assignment which is in conflict with it: If any provisions ("Disqualifying Provisions") herein serve to make Assignee ineligible for the "Bulk Buyer" classification," as such term is defined in Section 718.703(2), Florida Statutes (2010), ("Intended Classification") for purposes of the Relief Act or as otherwise provided in the Relief Act, then all those provisions are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of the parties without disqualifying the Intended Classification, and then are to be enforced as so



modified. If the Disqualifying Provisions or any subset thereof cannot be so modified, the Disqualifying Provisions or applicable subset thereof are hereby stricken and made null and void as if never a part of this Assignment. Anything in this Assignment to the contrary notwithstanding, Assignor does not warrant, represent or assure Assignee that Assignee is, or will be deemed to be, a "Bulk Buyer" as that term is defined in the Relief Act.

5. **Further Assurances.** Assignor and Assignee hereby covenant and agree to execute or provide such additional documents as are reasonably necessary or desirable to confirm, establish and evidence the assignment, transfer and conveyance of the Assigned Rights from Assignor to Assignee as contemplated hereunder.

6. **Governing Law, Jurisdiction and Venue.** The terms and provisions of this Assignment shall be governed by and enforced in accordance with the laws of the State of Florida. The parties hereto acknowledge and agree that the State of Florida has jurisdiction over this Assignment and that any actions brought in connection with the interpretation or enforcement of this Assignment shall be heard in the State Courts of the county where the Property is located.

7. **Successor and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

**IN WITNESS WHEREOF**, Assignor has caused these premises to be executed in the manner and form sufficient to bind it as of the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**"ASSIGNOR"**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_ He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

**Exhibit A**  
**Property**

SCHEDULE "10"

**VILLAGE EAST, A CONDOMINIUM**

MANAGEMENT AGREEMENT

## ADDENDUM

This ADDENDUM, made and entered into this 7<sup>th</sup> day of May 2010, by and between Village East Condominium Association, Inc., hereinafter called "Association", and CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC. hereinafter called "Agent", hereby extends the existing Management Contract between the parties dated May 1, 2006.

A. The Addendum shall commence January 1, 2010 and continue through December 31, 2010.

B. The Association shall pay the Agent a monthly sum of \$ 2,640.00 for the period of January 1, 2010 through December 31, 2010. The Annual fee for 2010 is \$ 31,680.00.

C. Vacation/Sick coverage. Association understands and agrees that employees will take vacations and may occasionally be out with an illness. Association has chosen NOT TO HAVE replacement coverage during these times. In the event Association wishes coverage, it can be provided at that time for an additional fee, to be mutually agreed upon.

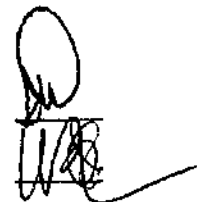
D. Association acknowledges the management company is permitted to collect estoppel fee for completing estoppel information for a sale, transfer, refinance of a property. The management company may charge the unit owner (not the Association) a fee not to exceed the maximum amount permitted by law.

E. The Association understands this agreement is for regular, routine property management. In the event of a disaster such as fire, hurricane, etc., any additional work that is required will result in additional costs that are ABOVE AND BEYOND THE SCOPE of our agreement. In the event of a disaster, the Association may agree to have management spend additional time, supervision, effort, etc. in handling such a disaster. If so, the Association agrees to compensate the management company additional fees as a result. Such compensation shall be mutually agreed upon prior to any additional time or work being performed. The Association may still wish to hire an engineer/expert to oversee major restoration. In some cases, the Association's Insurance policy will cover this additional fee.

F. Employees hired by Campbell may not be hired by the association or any future contractor chosen by the association for 1 year from the date this contract expires or is canceled. If any such employees are hired by the Association or Association permits a future contractor chosen to employee such employees at the Association's property, Association agrees to a fee equal to 1 years annual salary of any and all employee(s) hired under this provision and both parties are relieved from any further obligations.

INITIAL

INITIAL

Handwritten initials and a signature. The initials appear to be 'JW' and the signature is a cursive name.

G. As required by state law, owners of Campbell Property Management are required to disclose ownership interest in other companies related to the property management business. Those companies include: Complete Property Maintenance, Campbell and Rosemurgy Real Estate, Howard Grace Mortgage, Hometown Title Insurance, Campbell Residential Services, FAST appraisal service, and Association Insurance Advisors.

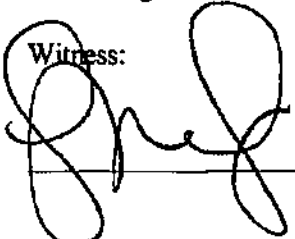
H. In the event of any litigation between the parties, the prevailing party shall be entitled to recover legal fees from the other party.

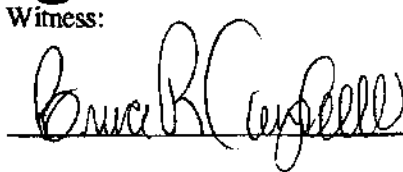
I. Unless otherwise agreed upon, this agreement shall continue year to year at a mutually agreeable fee until cancelled by either party.

J. All other terms and conditions of the original contract and any addendums of same shall remain in effect.

IN WITNESS WHEREOF, ASSOCIATION AND AGENT have caused these presents to be executed in their respective names by their undersigned officers, authorized to execute instruments for and in their behalf, and above caused their respective Corporate Seals to be hereunto affixed at Deerfield Beach, Florida, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:  
  
\_\_\_\_\_

Witness:  
  
\_\_\_\_\_

Village East Condominium  
Association, Inc.

By:   
\_\_\_\_\_ President

CAMPBELL PROPERTY MANAGEMENT  
& REAL ESTATE, INC.

  
\_\_\_\_\_

INITIAL

INITIAL



## ADDENDUM

This ADDENDUM, made and entered into this \_\_\_\_ day of December 2008, by and between Village East Condominium Association, Inc., hereinafter called "Association", and CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC. hereinafter called "Agent", hereby extends the existing Management Contract between the parties dated March 1, 2006.

- A. The Addendum shall commence January 1, 2009 and continue through December 31, 2009.
- B. The Association shall pay the Agent a monthly sum of \$ 2,640.00 for the period of January 1, 2009 through December 31, 2009. The Annual fee for 2009 is \$ 31,680.00.
- C. The Association understands this agreement is for regular, routine property management. In the event of a disaster such as fire, hurricane, etc., any additional work that is required will result in additional costs that are ABOVE AND BEYOND THE SCOPE of our agreement. In the event of a disaster, the Association may agree to have management spend additional time, supervision, effort, etc. in handling such a disaster. If so, the Association agrees to compensate the management company additional fees as a result. Such compensation shall be mutually agreed upon prior to any additional time or work being performed. The Association may still wish to hire an engineer/expert to oversee major restoration. In some cases, the Association's Insurance policy will cover this additional fee.
- D. Association acknowledges the management company is permitted to collect estoppel fee for completing estoppel information for a sale, transfer, refinance of a property. The management company may charge the unit owner (not the Association) a fee not to exceed the maximum amount permitted by law.
- E. In the event of litigation between the parties, the prevailing party shall be entitled to recover legal fees from the other party.
- F. Unless otherwise agreed upon, this agreement shall continue year to year at a mutually agreeable fee until cancelled by either party.
- G. All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, ASSOCIATION AND AGENT have caused these presents to be executed in their respective names by their undersigned officers, authorized to execute instruments for and in their behalf, and above caused their respective Corporate Seals to be hereunto affixed at Deerfield Beach, Florida, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:

Witness:

Village East Condominium Association, Inc.

By:

President

CAMPBELL PROPERTY MANAGEMENT  
& REAL ESTATE, INC.

**CONDOMINIUM MANAGEMENT AGREEMENT**

THIS CONDOMINIUM MANAGEMENT AGREEMENT ("Agreement") made this 1 day of March, 2006 by and between VILLAGE EAST CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"), and Camelot Property Management a Florida Corporation (hereinafter referred to as "Manager").

WITNESSETH:

WHEREAS, the Association is the governing body for various condominium units ("Units") comprising Village East, a Condominium (the "Condominium") located in Fort Lauderdale, Florida; and

WHEREAS, the Association desires to designate a managing agent for the Condominium; and

WHEREAS, the Manager is willing to act as managing agent for the Condominium upon the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Appointment of Manager.** The Association hereby appoints the Manager and Manager hereby accepts the appointment upon the terms and conditions provided for in this Agreement.

2. **Management.** The management provided for herein shall be exclusively performed by the Manager subject to review, direction, control and supervision of the Association.

1st Closing  
April 06

3. **Term.** The term of this Agreement shall be one (1) year commencing on the date of the closing of the first Unit in the Condominium. Notwithstanding anything contained herein to the contrary, (a) the Association shall have the right to terminate this Agreement pursuant to provisions contained in Chapter 718, Florida Statutes (the "Condominium Act"), (b) Unit Owners (as hereinafter denied) shall have the right to terminate this Agreement in accordance with Section 718.302(1), Florida Statutes, and (c) Manager shall have the right to terminate this Agreement at any time upon thirty (30) days prior written notice to the Association; provided that all services have been provided through such date of termination.

4. **Services of Manager.** The Manager agrees to manage the Condominium and other property of the Association ("Condominium Property") on behalf of the Association in a diligent manner and to enter into such contracts and agreements as the Manager on behalf of the Association may deem reasonably necessary in the performance of the following powers and duties:

A. To hire, supervise, pay and discharge all personnel necessary to properly administer the Association and operate and maintain the Condominium, consistent with the approved budget. All such personnel shall be employees of the Association (not the Manager), and all compensation for the services of such employees shall be considered an expense of the Association. Manager may discharge with or without cause any such personnel hired pursuant to this Paragraph A.

B. To cause the Common Elements and Limited Common Elements to be maintained, repaired, and replaced as set forth in each Declaration, including repairs and alterations to plumbing, electrical work, carpentry, painting, decorating, and all other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations that are not budgeted for and approved by the Association shall be made only with the prior written approval of the Association; provided, however, emergency repairs immediately necessary for the preservation or safety of the Condominium Property or for the safety of unit owners, tenants or other persons, required to avoid suspension of any necessary service in or about the Condominium Property, may be made by the Manager without the prior approval of the Association.

C. To assist the Association in causing all acts and things to be done in or about the Condominium as is necessary to comply with any and all orders or violations affecting the premises placed thereon by any governmental authority having jurisdiction thereof.

D. To collect and receive in trust for the Association all moneys payable pursuant to the Declaration of Condominium of Village East, a Condominium (the "Declaration"), as well as Articles of Incorporation ("Articles") and Bylaws of the Association, by the unit owners of the Condominium ("Unit Owners") or others and to deposit same in one or more bank accounts selected by Manager.

E. To bill unit owners for common expenses and use its best efforts to collect same. In this regard, the Association hereby authorizes the Manager to make demand for all regular and special assessments and other charges which may be due the Association. Collection procedures shall be through the United States Postal Service, and Manager shall, under no circumstances, be required to engage in any form of personal collection procedure. Manager is not authorized nor expected to file lawsuits in connection with the duties set forth in this Paragraph E.

F. To maintain all records on behalf of the Association incident to management of the Condominium Property by Manager. Such records shall be sufficient to describe all expenses and receipts incident to management of the Condominium Property and the source thereof, which records need not be audited.

G. To specify duties and arrange for preparation of work schedules as may be necessary to direct the activities of the persons employed to work at the Condominium Property and to provide such supervision as may be reasonably necessary in Manager's opinion to verify the adequacy with which such duties and the work is being performed.

H. To arrange for the supply of all necessary services to the Condominium, including but not limited to, landscape maintenance, utility services, ordinary repairs, disposal of waste, and any supervision and maintenance necessary in connection with any recreational facilities which are the obligation of the Association. Notwithstanding anything contained herein to the contrary, Manager shall not be responsible for arranging the supply of any service necessary to an individual Condominium Unit.

I. To assist the Association in maintaining, managing, supervising and directing the recreational facilities operated by the Association for the use of its members; to enforce rules and



regulations concerning the use thereof; and generally to do all things necessary and appropriate for the beneficial use of such facilities, subject to the direction of the Association.

J. To prepare and submit annually to the Association a recommended operating budget setting forth the anticipated income and expenses of the Condominium and the Association for the ensuing year, and to notify Unit owners ("Owners") of the annual assessments of common expenses as determined by the Board of Directors of the Association (the "Board") as more particularly set forth in the Bylaws of the Association. Manager shall submit one or more supplemental budgets upon request of the Association, or whenever in the opinion of Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so.

K. To solicit, analyze and compare bids and negotiate contracts for execution by the Association for the services of contractors for garbage and trash removal, vermin extermination and other services; assist the Association in purchasing all tools, equipment and supplies which shall be necessary to properly maintain and operate the Condominium; and make all other contracts and purchases in furtherance of the duties of Manager as set forth herein.

L. To assist the Association in arranging for insurance coverages and any appraisals in connection therewith as may be required by the Declaration and Bylaws; provided, however, that Manager shall not be liable for any claim which is due do for the failure to maintain adequate insurance. The Association shall authorize Manager to arrange for comprehensive liability insurance on the Condominium Property with limits established by the Board, and further agrees that Manager shall be named as an insured party along with the Association as their interests may appear in any such policy or policies which shall also provide protection against any claims for personal injury, death, or property damage or loss for which either the Association or the Manager might be held liable as a result of their respective obligations. The Association further agrees, if so requested by Manager, to provide the manager with a certificate of insurance and respect any such policy which shall include an undertaking that the insurer will provide the Manager with at least ten (10) days prior written notice of cancellation or any material change in the provisions of any such policy.

M. To take whatever action may be directed by the Board to enforce the terms of the Condominium Act or each Declaration or the Bylaws or any rules and regulations or amendments to any of the foregoing which may be enforced from time to time; to assist the Association in retaining the employment of attorneys, accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties hereunder.

N. To prepare monthly operating and cash position statements and statement of replacement reserve account. The Manager shall also analyze and compare operating receipts and disbursements against the currently adopted budget.

5. Attendance of Meetings by Manager. The Manager will cause a representative of its organization to attend, if so requested, any meeting of the Board, not more than once a month, provided such attendance is of reasonable duration at any such meeting held upon not less than five (5) working days advance notice on a weekday or evening excepting statutory holidays. Manager's representative will also attend the annual meeting of the Unit Owners and, if so requested, arrange at the expense of the Association for the reproduction and distribution of notices and all other information relevant to any such meetings. A representative of the Manager shall, upon not less than twenty-four (24) hours notice, attend any other meetings of the Association as requested, and the

Association shall not be required to reimburse the Manager for the representative's attendance at each meeting.

6. **Instructions to Manager.** The parties acknowledge that the Manager is responsible to the entire Association and the Board in the performance of its duties. The parties further acknowledge that the Manager will more effectively be able to perform its duties as set forth herein and best serve the Association if a single individual is designated by the Board to act as spokesperson on behalf of the Board with Manager on any matter relating to management of the Condominium. In this regard, it is agreed that in the absence of any other designation by the Board, the Association may rely exclusively upon the directions or instructions by the President to Manager and that such directions or instructions shall be conclusively presumed to be in furtherance of a decision of the Board, made at a duly called or constituted meeting.

7. **Capital Improvements and Major Repairs.** In the event the Association wishes to engage the Manager as supervisor for any capital improvements or major repairs, the compensation to Manager for such supervisory services shall be determined at the time such services are sought, based on the extent of such services required for the capital improvement or major repair.

8. **Payment of Expenses by Manager.** The Manager shall, without prior notice to or authorization from the Association, pay all expenses and fees incident to the operation and management of the Association and the Condominium from such funds held by the Manager on behalf of the Association. In the event there are insufficient funds held by the Manager with which to pay any expenditure, the Manager may, but shall not be required to, advance its own funds to cover such deficit, in which case the Association shall be required to repay such amount together with interest at the highest rate permitted by law. However, because the costs incurred by Manager in performance of its duties are anticipated to be paid out of Association funds, no routine reimbursement is contemplated; reimbursement for non-routine expenditures shall be as above set forth.

9. **Management Fees.** The Association agrees to pay to the Manager as compensation for the management services to be rendered hereunder a fee of \$10.00 per Unit, per month, based upon the total number of Units within the Condominium existing at the end of the preceding month for which a certificate of occupancy has been issued. The Manager is hereby authorized to deduct compensation as set forth herein from funds held by the Manager on behalf of the Association. The Association shall pay any deficiency upon demand. The manager's fee is in addition to any expenses incurred by Manager in the performance of its services in accordance with this Agreement, and the Association shall reimburse Manager for such expenses immediately upon demand of Manager.

10. **Adjustment of Management Fee.** The above monthly and yearly management fee per Unit will be subject to increase upon the renewal of this Agreement as follows:

A. During each renewal term of this Agreement, the parties shall agree upon an adjustment of the management fee specified above. In the event that parties fail to agree upon a modification of said management fee prior to expiration of the existing term of this Agreement, this Agreement shall not continue after said existing term.

B. It is acknowledged that the management fee covers only those normal and predictable management services which have been stipulated throughout this Agreement. The Manager will provide further services which may be of an occasional nature, as may, from time to time

be required by the Association. The Manager shall not be required to provide any such special services unless its compensation is mutually agreed upon in advance based upon the understanding that such compensation shall recognize the total cost to Manager providing such services, including all direct, indirect and overhead costs. Such services include:

(i) Attendance, involvement and/or preparations in connection with meetings of directors and/or unit owners beyond those stipulated in Paragraph 5 of this Agreement.

(ii) Reproduction and distribution costs whenever the Association requests that duplicate information and/or reports be provided to anyone other than the Association's representative to whom they would normally report under the circumstances which pertain in each instance.

(iii) Arrangements for registration and/or discharge of liens.

(iv) Verification of registration in the appropriate land title offices as may be requested by the Association and/or required by its Declaration and Bylaws.

(v) Court appearances resulting from complaints made pursuant to instructions of the Association to control the improper parking of automobiles.

(vi) Any necessary reaction to union activities.

(vii) Arranging for any major repairs and/or reconstruction.

(viii) Arranging for services to unit owners in addition to any which the Association is obligated to provide pursuant to the Declaration and Bylaws.

(ix) Any other services which may be desired by the Association and/or required by governmental legislation which is not specifically provided for herein.

11. Contract Services May be Rendered by Manager. It is acknowledged that Manager is merely acting on behalf of the Association in arranging for necessary services to be supplied to the Condominium Property and performing general management and administrative functions on behalf of the Association, and is not required nor expected to perform specific contract services for the Association. These contract services may include, but not be limited to landscape maintenance, repairs, pool servicing, termite or insect extermination or other services of a related nature. It is agreed that Manager may at the request of the Association, arrange for the performance of such services by employees of Manager for one or more affiliates of Manager, in which case the fee for same shall be agreed upon in advance by Manager and the Association and shall not be included as part of the fees specified in the preceding paragraphs.

12. Association Expenses. The Association authorizes the Manager to perform any act or do anything necessary or desirable to carry out its duties hereunder and everything done by the Manager hereunder shall be done as Manager of the Association; and, all obligations and expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Such expenses may include, but not be limited to necessary insurance coverages, accountants' fees, attorneys' fees, fees for other professionals, mailing of notices, and all other general, administrative

and management expenses incurred pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, the Manager shall incur no expense other than as provided for in the budget or approved by the Association, except in the event of an emergency. Any contracts or agreements made by Manager pertaining to the affairs of the Association and authorized by the Association shall be the obligation of the Association, not Manager, and the Association agrees to indemnify and hold Manager harmless from same.

13. **Manager Not Responsible for Repairs to Individual Units.** It is acknowledged that Manager has no authority or responsibility for the maintenance or repair of any individual Units within the Condominium. Such maintenance and repair shall be the sole responsibility of the affected Unit Owner(s). Each individual Unit Owner, however, may contract with the Manager on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Manager and the individual Unit Owner. This shall not be considered a conflict of interest or otherwise obligate the Manager to take any action except as it may agree to with an individual Unit Owner.

14. **Manager to Exercise Independent Judgment.** It is acknowledged that Manager, in the course of exercising its duties pursuant to this Agreement, must use its independent judgment and at all times act in the best interests of the Association and its members. In this regard, it is further acknowledged that Manager may refuse to perform any act requested by the Association when, in the sole discretion of Manager, it deems the performance of such act to be contrary to the provisions of any local, state or federal law or regulation, the Constitution of the State of Florida, or of the United States, or the Declaration, Articles, Bylaws, or rules and regulations of the Condominium. The refusal by Manager to perform such act shall not be a ground for termination under this Agreement.

15. **Compliance with the Law.** The Manager has no responsibility for the compliance of the Condominium or any of its equipment with the requirements of any ordinances, laws, regulations (including those relating to the disposal of solid, liquid and gaseous wastes) of Broward County, State of Florida, or the United States government, or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly of, or forward to the Board promptly, any complaints, warnings, notices, or summonses received by it relating to such matters. The Association represents that to the best of its knowledge the Condominium complies (or will comply) with all such requirements, and authorize the Manager to disclose the ownership of the Condominiums to any such officials and agree to indemnify and hold harmless the Manager, its representatives, servants and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations. Notwithstanding the terms and provisions of this Paragraph 15, Manager shall be obligated to comply with the requirements of Community Association Management, as set forth in Section 468.431, *et seq.*, Florida Statutes, as well as those obligations imposed by the Condominium Act.

16. **Hold Harmless; Indemnification.** The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own gross negligence or willful misconduct. The Association agrees to indemnify and hold Manager harmless from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever (except those proximately caused by Manager's own gross negligence or willful misconduct) including, but not limited to, attorneys fees and costs at all tribunal levels, arising from the existence of this Management Agreement or the performance by Manager of any acts (or omissions) under authority, or color of authority, of this

Agreement. It is the intent of the parties that this Paragraph 16 be construed in its broadest sense so as to relieve Manager from all responsibility for loss or injury of any nature related directly or indirectly to the performance by Manager of its duties pursuant to this Agreement, and to obligate the Association to pay for any and all costs, expenses, attorneys fees throughout appeals and damages related to the foregoing.

17. **Office.** The Association shall not be required to furnish Manager with any office with which to conduct the Association's business, but Manager shall supply any office space needed, including necessary office equipment and furniture, and employees.

18. **Placing of Signs.** The Manager shall have the exclusive right to place any management signs on or about the Condominium Property, subject always to the Association's prior right to approve the content, location, and method of affixing such signs.

19. **Relationship of Parties.** Manager, assuming it acts in accordance with the terms of this Agreement, is an agent of the Association and nothing in this Agreement creates any relationship between the parties other than that of agent and principal.

20. **Employees.** Manager shall employ not less than two (2) full-time employees to perform Manager's duties hereunder; however, such employees may also service other accounts.

21. **Notices.** Any notice required or permitted to be served hereunder may be served by registered or certified mail, or in person as follows:

To the Association: Village East Condominium Association, Inc.  
1815 Cordova Road, Suite 209  
Fort Lauderdale, Florida 33316

To the Manager: CAMPBELL PROPERTY MANAGEMENT  
1215 E. HILLSBORO BLVD.  
DEERFIELD BEACH, FLORIDA  
33441

Notice shall be deemed to have been given upon the earlier of receipt by recipient or postmark by the U.S. Postal Service.

22. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement, and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if such excluded parts had never been included therein.

23. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Manager and the successors and assigns of the Association. Notwithstanding the preceding sentence, the Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all the assets of its business; in the event of

such a sale, Manager shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

24. Frequency of Performance. The services to be performed by Manager set forth in Paragraphs 4D, E, F, I and N shall be performed as needed in accordance with generally accepted accounting principles and procedures or as more frequently required by any applicable law, rule or provision of the Declaration, or other condominium documents. The services described in Paragraphs 4A, B, C, G, H, I, K, L, M, and Paragraphs 5 and 12 are "Administrative Services" which shall be performed as reasonably needed, or as more frequently required by any applicable law, rule, or provisions of the Declaration, or other condominium documents. Manager shall provide its services on a routine basis during normal business hours Monday through Friday.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESSES

[Signature]  
Print Name: ALAN L. WATKINS

[Signature]  
Print Name: JENNIFER B. SMITH

ASSOCIATION

VILLAGE EAST  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida not for profit corporation

By: [Signature]  
Print Name: JAMES C. McULLA  
Title: President

WITNESSES

[Signature]  
Print Name: PAUL CAMPBELL

[Signature]  
Print Name: JOHN TIGHE

MANAGER

[Signature]  
a MANAGER  
By: WILLIAM B CAMPBELL  
Print Name: \_\_\_\_\_  
Title: V.P.

SCHEDULE "11"

**VILLAGE EAST, A CONDOMINIUM**

CONTRACTS AND/OR LEASES IN EXCESS OF ONE YEAR

Florida State Fire and Security  
 3921 SW 47th Avenue  
 Suite 1004  
 Davie, FL 33314  
 Tel 954.791.1313 Fax 954.791.0688

www.fsfs.net  
 EF-0001151



**MONITORING CONTRACT**

<b>JOB SITE INFORMATION:</b>			
Job Site Name: VILLAGE EAST CONDOS	FSFS Salesperson: MICKEY WOLK		
Address 1: 2001 S.E. 10 <sup>TH</sup> AVE.	Monitoring Contract Number:		
Address 2:	City: FT. LAUDERDALE	State: FL	Zip: 33316
Job Site Contact: AMY VALDES			
E-mail: <u>MANAGER@VILLAGEEASTCONDOS.COM</u>	Tel: (954)522-9292	Fax: (954)522-8182	

<b>CUSTOMER INFORMATION: (If Different)</b>			
Customer Name: SAME	Customer Number:		
Address 1:	Service Contract Number:		
Address 2:	City:	State:	Zip:
Customer Contact:			
E-mail:	Tel:	Fax:	

<b>SCOPE OF WORK SUMMARY</b>			
REMOTE SUPERVISING STATION SERVICE <input checked="" type="checkbox"/>	CENTRAL STATION SERVICE <input type="checkbox"/>	BURGLAR SYSTEM <input type="checkbox"/>	ELEVATOR <input type="checkbox"/> SECURITY SYSTEM <input type="checkbox"/> VIDEO <input type="checkbox"/>
<b>REPROGRAM EXISTING CUSTOMER OWNED DIGITAL COMMUNICATOR TO OUR REMOTE STATION FOR MONITORING. WITH SIGNED AGREEMENT PROPERTY RECIEVES FIRST TWO FREE YEARS OF MONITORING.</b>			

<b>TERMS OF SALE</b>			
START DATE: 8/1/09	ANNUAL MONITORING FEE	\$ 600.00 FOR YEARS THREE THRU FIVE. FIRST TWO YEARS FOR FREE	
LENGTH OF PLAN (YEAR(S)): (5)	ONE TIME INSTALLATION FEE	\$ -0- PROGRAMMED DURING INSPECTION	
QUARTERLY BILLING <input checked="" type="checkbox"/>	MONTHLY BILLING <input type="checkbox"/>	SEMI-ANNUAL BILLING <input type="checkbox"/>	ANNUAL BILLING <input type="checkbox"/> OTHER <input type="checkbox"/>

The Customer here by agrees to pay Florida State Fire & Security, Inc. (FSFS), in advance of the coverage period.

CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN. THE ABOVE PRICE IS VALID FOR 30 DAYS

<b>APPROVALS</b>	
CUSTOMER SIGNATURE <i>Susan Brown</i>	FSFS SIGNATURE
PRINT NAME: Susan Brown	PRINT NAME:
DATE:	DATE:



## TERMS AND CONDITIONS OF SALE

This "Agreement" is made and entered into by and between Florida State Fire and Security, of Davie, Florida (Hereinafter "FSFS") and undersigned Customer.

(1) **INSTALLATION:** FSFS is hereby authorized to make any preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary or pertinent to the installation and maintenance of the electrical protection apparatus of and FSFS shall not be responsible for any condition created thereby during the installation, maintenance or removal of the equipment, and further, FSFS shall not be responsible for the condition of premises upon the removal of the apparatus under all conditions mentioned. Customer acknowledged that some municipalities require permits and agrees to make such inquiries to local authorities, and make all necessary arrangements to acquire permit and make such payment as required by the agencies.

(2) **DESCRIPTION OF SERVICE PLAN:**

Central Station Service for Fire Alarm Systems - FSFS will provide runner service in accordance with the system certificate. FSFS Customer agrees to pay for any and all repairs charges performed by FSFS, without prior approval, for the term of the contract.

(3) **ADDITIONAL SERVICES:** Customer acknowledges that additional services may be obtained from FSFS over and above that provided herein at an additional cost. Customer is responsible for all costs associated with the phone lines including installation, monthly fees, taxes, etc.

(4) **CONTRACT LIABILITY:** THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT FSFS IS NOT AN INSURER; THAT INSURANCE, IF ANY SHALL BE OBTAINED BY CUSTOMER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE CUSTOMER'S PREMISES; THAT FSFS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO CUSTOMER BECAUSE OF, AMONG OTHER THINGS:

(A) THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNATED TO DETECT OR AVERT; OR

(B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE OR FIRE DEPARTMENT, SHOULD THE POLICE OR FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; OR

(C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, LOSS WOULD BE PROXIMATELY CAUSED BY FSFS'S FAILURE TO PERFORM OR BY FAILURE OF ITS EQUIPMENT TO OPERATE; OR

(D) THE NATURE OF THE SERVICE TO BE PERFORMED BY FSFS.

CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT IF FSFS SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM A FAILURE OF FSFS TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE OR THE FAILURE OF THE SYSTEM OR EQUIPMENT IN ANY RESPECT WHATSOEVER, FSFS' LIABILITY TO THE EXTENT PERMITTED BY LAW SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF SIX (6) MONTHS PAYMENTS OR TWO HUNDRED FIFTY (\$250.00) DOLLARS, WHICHEVER IS THE LESSER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF FSFS, ITS AGENTS, ASSIGNS OR EMPLOYEES.

(E) IN NO EVENT WILL FSFS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED.

(5) **INDEMNIFICATION:** Customer agrees to and shall release, defend, indemnify and save harmless FSFS, its employees and agents, for and against all claims, liability and damages (including without limitation, expenses, costs and attorneys fees) relating to the performance or failure to perform by FSFS, its employees or agents, of their obligations under this Agreement and relating to any risks, losses, damages, injuries, death or other effects of any hazard or event that occurs at or on the premises, whether such claims or liabilities are based upon contract, tort (including negligence), or otherwise.

(6) **DISCLAIMER OF WARRANTIES:** TO THE EXTENT PERMITTED BY LAW, FSFS MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR DOES FSFS MAKE ANY REPRESENTATION THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

(7) **DEFAULT AND TERMINATION:** In the event the Customer shall default in the performance of any of the terms and conditions of the Agreement, including the failure to make any payment as agreed herein, FSFS may, in its sole discretion, either terminate this Agreement, or elect not to terminate.

If FSFS elects to terminate, it shall give written notice of termination to Customer, effective upon the date of such notice. Upon termination, FSFS shall be entitled to immediate possession of all equipment and shall be entitled to recover as liquidated damages to a sum equal to seventy-five (75%) percent of the balance of the monthly payments then remaining under this Agreement. The parties hereto agree that the purpose in setting forth and providing for liquidated damages is that it is impossible to determine the actual damages at the time of execution of this Agreement. Customer fully understands that damages, as set forth herein, include a portion of FSFS's installation expenses, commissions and other expenses related to the installation of such system, as well as maintenance and service expenses related to the installation of such system, as well as maintenance and service expenses and reasonable profit. Furthermore, Customer agrees to pay FSFS interest at the maximum legal rate from the date of default. After Customer's default, termination of service or removal of the system or equipment as hereinabove set forth shall not be considered to constitute a breach by FSFS of the Agreement or waiver of FSFS to any such damages. Customer's abandonment of the premises shall not relieve Customer of its obligations under the terms of this Agreement. Upon removal of the equipment, FSFS shall have no obligation to repair or redecorate any portion of the Customer's premises.

Should FSFS elect not to terminate this Agreement, it shall be entitled to collect from the Customer all sums which may have accrued and which shall accrue after the customer breach under this Agreement, together with all appropriate interest, costs of collection including attorney's fees, and any incidental or consequential damages that may be available.

(8) **FALSE ALARMS:** The Customer agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or service provided under the Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected. In the event of a fine, penalty or fee shall be assessed against FSFS by any governmental or municipal agency as a result of any false alarm originating from the Customer's premises. Customer agrees to forthwith reimburse FSFS for the payment of the said false alarm fine, penalty or fee.

Customer Initials      FSFS Initials

(9) **EQUIPMENT:** Customer acknowledges that the entire system installed in Customer's premises, including all devices, instruments, appliances and all connections, wires, conduits, and other materials associated therewith, except telephone FSFS leased lines, is and shall at all times remain the property of FSFS to be removed by FSFS upon termination of this Agreement or upon default by the Customer as set forth herein. Customer agrees that he will not damage, encumber or dispose of the system or permit such property to be damaged, encumbered or taken from the premises above as described, nor to be tampered with or repaired by any but authorized agents of FSFS. In the event of loss or damage to the system or equipment of FSFS, for any reason whatsoever, Customer agrees to pay the contractor the value of the system and equipment furnished by FSFS.

(10) **ATTORNEY FEES/VENUE OF COURT ACTION:** In the event it shall become necessary for FSFS to institute legal proceedings to collect the cost of installation or the monthly charge as set forth herein then and in that event the unsuccessful party shall pay to the successful party reasonable attorney fees and cost. The parties stipulate that in any court action the venue will be in Broward County, Florida.

(11) **RECEIPT OF ALARM SIGNALS:** FSFS, upon receipt of an alarm signal from the Customer's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police or fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist and FSFS shall make a reasonable effort to notify the Customer or his designated representative by telephone unless instructed to do otherwise by the Customer.

(12) **SOUNDING AUDIBLE DEVICE:** FSFS, upon receipt of information that audible device is sounding on the premises of Customer, will make reasonable effort to notify Customer or his designated representative by telephone at the phone number and address supplied to FSFS in writing by Customer. If Customer cannot be reached or does not appear at the above described premises within thirty (30) minutes from the time FSFS receives information that the audible device is sounding, or if FSFS, is called upon to turn off any audible alarm at the above address at any time or by any public official or officer Customer hereby authorizes and appoints FSFS, as its agent, to turn off the said audible device, and agrees to hold FSFS harmless and to indemnify FSFS from any damages, loss or liability which may result from the turning off of the alarm by FSFS.

(13) **CONDITIONS:** FSFS assumes no liability for delay in installation of equipment. FSFS will not be required to supply service if any of the following conditions exist: (i) The Agreement has been declared in Default; (ii) the Customer has notified FSFS in writing he/she/they will no longer be occupying the premises where the alarm system or its components are presently installed; or (iii) as set forth in Article 22 below, "Force Majeure".

(14) **INVALID PROVISION:** In the event any of the terms of provisions of this Agreement shall be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

(15) **WAIVER:** Failure or delay by contractor to enforce its rights hereunder shall not operate as a waiver of such rights.

(16) **ASSIGNMENT:** This Agreement shall not be assignable by the Customer except upon written consent of FSFS.

(17) **RESPONSE BY OTHERS:** The Department or other organization to which the connection may be made or an alarm signal be transmitted may invoke the provision hereof against any claims by the Customer or by others due to any failure of such Department or other organization.

(18) **THIS AGREEMENT TO GOVERN:** It is understood and agreed by and between the parties hereto that if there is any conflict between this agreement and Customer's purchase order, or any other document, this agreement will govern whether such purchase order or other document is prior or subsequent to this Agreement.

(19) **ASSIGNEES/SUBCONTRACTORS OF FSFS:** FSFS shall have the unlimited right to assign this Agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation, monitoring, maintenance or other services which it may perform. Customer acknowledges that this Agreement, and particularly those paragraphs relating to FSFS's maximum liability, liquidated damages, and third party indemnification, more to the benefit of and are applicable to any assignees and/or subcontractors of FSFS, and that they bind Customer with respect to said assignees and/or subcontractors with the same force and effects as they bind Customer to FSFS.

(20) **EXCESSIVE SIGNALS:** Customer agrees to pay any and all fees related to excessive signals. FSFS reserves the right to perform any necessary repairs needed to Customer's equipment in order to eliminate excessive signals originating from Customer's premise which may include but not limited to a site visit, pulling the account in test mode or disconnection of equipment. Excessive signals are defined as more than 10 in any hour 20 in any 24 hour period or more than 60 in any month.

(21) **TERM:** This agreement shall be in effect for a period of five (5) years from the first day of the month following the date of completion of installation and an active signal being received by the central station. Approved copy of this agreement shall evidence the initial date of the contract.

(22) **RENEWAL:** This agreement shall be automatically renewed for the same period of time as set forth herein, unless either party notifies the other in writing of its intentions to terminate (by Certified Mail, Return Receipt Requested) prior to thirty (30) days from the expiration of the term.

(23) **INCREASES:** Notwithstanding the foregoing, FSFS reserves the right to increase the monthly payment up to ten (10%) percent per year for each year of the Agreement between the parties. FSFS shall give written notice to Customer thirty (30) days prior to any increase. All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including, but not limited to FSFS telephone line charges. FSFS shall have the right, at any time, to increase the monthly charges provided herein, to reflect any additional taxes, fees, or charges which may hereafter be imposed by any utility or government agency relating to the installation or service provided under the terms of the Agreement, and Customer agrees to pay the same.

(24) **FORCE MAJEURE:** FSFS shall be relieved of its obligations under this Agreement if, to the extent that, FSFS is unable to perform or is limited in such performance because of force majeure. As used herein "force majeure" shall include acts of God, fires, explosions, bombing, floods, civil commotion, riots, labor disputes, strikes, lockouts, boycotts, picketing or other industrial disturbances, declared or undeclared wars, military police actions, blockades, embargoes, insurrections, delays of carriers, power failures, accidents to machinery, failure or curtailment of delay of sources of supply of materials, imposition of governmental restraints or priorities, and all such interruptions of business, casualties, events or circumstances beyond the control of FSFS, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. When the limitation or curtailment caused by force majeure shall have ended, the obligations shall be restored to full force and effect.

(25) **TRANSMISSION SYSTEMS:** You understand that Florida State Fire & Security will not receive signals from the system if your transmission system is not working properly or if changes to the transmission system prevent the system from communicating without monitoring facility. You are responsible for testing the system on a weekly basis, as well as immediately following any change to the transmission system your system works with.

Customer Initials JB FSFS Initials \_\_\_\_\_

Florida State Fire and Security  
 3921 SW 47th Avenue  
 Suite 1004  
 Davie, FL 33314  
 Tel 954.791.1313 Fax 954.791.0688

\$ 99.00 hr



www.fsfs.net  
 EF-0001151

**SERVICE CONTRACT**

*(inspection)*

**JOB SITE INFORMATION:**

Job Site Name: **VILLAGE EAST CONDOS** FSFS Salesman: **MICKEY WOLK**

Address 1: **2001 S.E. 10<sup>TH</sup> AVE.** Service Contract Number:

Address 2: City: **FT. LAUDERDALE** State: **FL** Zip: **33316**

Job Site Contact: **AMY VALDES**

E-mail: **MANAGER@VILLAGEEASTCONDOS.COM** Tel: **(954)522-9292** Fax: **(954)522-8182**

**CUSTOMER INFORMATION: (if Different)**

Customer Name: **SAME** Customer Number:

Address 1:

Address 2: City: State: Zip:

Customer Contact:

E-mail: Tel: Fax:

**BUILDING SYSTEM**

Fire Alarm  Burg/Security  Access Control  Gate Operators  Nurse Call

Tele-Entry  Sprinkler Inspection  CCTV  Other

**PLATINUM FULL SERVICE PLAN** All labor included (24 hours a day, 7 days a week).  
 All parts included. Preventative maintenance as per attachment.  
 Central Station Service (CSS) See paragraph 1

**SILVER SERVICE PLAN** All labor included (24 hours a day, 7 days a week). \* 25% off parts.  
 Preventative maintenance as per attachment  
 Central Station Service (CSS) See paragraph 1

**INSPECTION PLAN** Annual inspection only. No repair parts or labor.  
 Central Station Service (CSS) See paragraph 1

**MONITORING INCLUDED** Monitoring Contract Number  
 Central Station Service (CSS) See paragraph 1

\*See paragraph 7 for exclusions

**NOTES:**

**INCLUDES ONE ANNUAL INSPECTION OF FIRE ALARM SYSTEMS, SPRINKLER SYSTEM, DOMESTIC AND FIRE BACKFLOWS AND TEN FIRE HYDRANTS AND THREE QUARTERLY PMI INSPECTIONS OF FIRE ALARMS AND OUR PREFERRED LABOR RATE FOR ANY SERVICE OR REPAIRS.**

**TERMS OF SALE**

START DATE: **8/1/09** LENGTH OF PLAN (5) **(5)** TOTAL ANNUAL PRICE (EXCLUDING TAXES) **\$ 7,800.00**

QUARTERLY BILLING  MONTHLY BILLING  SEMI-ANNUAL BILLING  ANNUAL BILLING  OTHER

**NOTES:**

**APPROVALS**

CUSTOMER SIGNATURE: *Susan Brown* FSFS SIGNATURE:

PRINT NAME: **SUSAN BROWN** PRINT NAME:

DATE: DATE:

## TERMS AND CONDITIONS OF SALE

This "Agreement" is made and entered into by and between Florida State Fire and Security, of Davie, Florida (Hereinafter "FSFS") and undersigned Customer.

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN THE CUSTOMER AND FSFS FOR THE GOODS OR SERVICES THAT ARE THE SUBJECT OF THIS PROPOSAL OR OF ANY RESULTING CONTRACT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT INCLUDING ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY FSFS AND SHALL BE OF NO FORCE OR EFFECT.

**(1) DESCRIPTION OF SERVICE PLAN:** The customer will receive one scheduled complete annual inspection of the entire covered system. In addition, FSFS will perform on-going maintenance as defined by the current service policies applicable to the respective building system(s). See Attachment for covered parts and tasks performed. FSFS will perform unscheduled repairs on the system upon request by the customer during FSFS's normal working hours which includes adjustment and replacement of unserviceable parts in the system. *The condition of parts on the system will be solely determined by FSFS and replaced on an exchange basis and parts will become the property of FSFS.*

Central Station Service for Fire Alarm Systems – FSFS will provide runner service in accordance with the system certificate. Customer agrees to pay FSFS for any and all repairs charges, without prior approval, for the term of the contract. Customer is required to provide FSFS with 24/7 access to each fire panel.

**(2) INITIAL INSPECTION:** An initial inspection of the system (during normal business hours included in the contract price) will be performed upon receipt of this signed agreement. If repairs are necessary, those repairs must be completed before system coverage will commence or excluded from coverage under this agreement at customer's request. Customer understands that if the contract is not accepted by FSFS due to the condition of the existing system or refusal to make initial repairs, the customer is responsible for the cost of the inspection at the current FSFS time & materials labor rates.

**(i) DOCUMENTATION CHECK LIST:** Customer is required to provide the following documentation. FSFS will provide the Customer with a price to supply any missing documentation.

• Fire Alarm System Record of Completion	• As-Built (Record) Drawings
• Point-to-Point Wiring Diagrams	• Copy of Original Equipment Submittals
• Individual Device Interconnection Drawings	• Operation Manuals
• Manufacturer's Proper Testing and Maintenance Requirements	

**(3) ACCEPTANCE BY FSFS OF FULL SERVICE MAINTENANCE:** Full Service Maintenance is only available for a system meeting local code approval and subject to final acceptance by FSFS service management. FSFS reserves the right to inspect and/or evaluate all System, and in its sole discretion terminate the Agreement at any time.

**(4) TWENTY-FOUR HOUR SERVICE:** Emergency service for after hours and weekends shall be dispatched on priority basis.

**(5) ADDITIONS:** *Should any additions or upgrades be made to the covered system or any service level changes due to governmental actions such as code changes, FSFS will adjust the contract price accordingly upon the renewal date with appropriate notice.*

**(6) WATER BASED FIRE PROTECTION SYSTEMS:** This agreement is limited to inspection and testing services only and does not include alterations, repairs, replacements, or complex maintenance items that could not be determined to be necessary prior to inspection. Alterations, repairs, replacements or performance of complex maintenance items, shall be made by the Contractor only upon Customer's order and shall be billed for at FSFS's prevailing charges. It is understood and agreed that in some cases the above mentioned work will need to be completed prior to Contractor's tagging of system.

**(7) SERVICES NOT INCLUDED:** Services not included in Full Service Maintenance will be charged in accordance with FSFS time and material rates for Contract Customers then in effect. Full Service Maintenance does not include the following;

### FOR FIRE ALARM SYSTEMS

- REPAIR OF DAMAGE FROM ANY CAUSE OTHER THAN ORDINARY USE INCLUDING FIRE, FLOOD, ACTS OF GOD, VANDALISM, AND MALICIOUS MISCHIEF
- WIRING AND WIRING FAULTS UNLESS INSTALLED BY FSFS
- PARTS NO LONGER MANUFACTURED
- EQUIPMENT THAT IS INACCESSIBLE

### FOR ALL SYSTEMS

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• TELCO LINES, DSL, ETHERNET, NETWORKS, AND COMPUTERS NOT SUPPLIED BY FSFS</li> <li>• DATA BACKUP</li> <li>• INSTALLATION OF SOFTWARE NOT PROVIDED BY FSFS</li> <li>• REINSTALLATION OF LOST DATA</li> <li>• SPECIALIZED EQUIPMENT FOR ACCESSIBILITY TO EQUIPMENT (LIFTS, LADDERS, SCAFFOLDS, ETC).</li> <li>• REPLACEMENT OF WIRING OR PIPES UNDERGROUND OR IN SLABS</li> </ul> | <ul style="list-style-type: none"> <li>• WATER INTRUSION</li> <li>• CLICKERS, KEY FOBS</li> <li>• ACCESS CONTROL CARDS</li> <li>• OVRS, NVRS</li> <li>• VCR HEADS AND TAPES</li> <li>• COMPUTER MEDIA</li> <li>• GATE LOOPS</li> </ul> |
|---|--|

Customer Initials     *JS*     FSFS Initials \_\_\_\_\_

- SOFTWARE REVISIONS THAT ARE NOT REQUIRED FOR THE FUNCTIONALITY OF THE SYSTEM
- OFF-SITE PROGRAMMING
- REMOTE PROGRAMMING
- EXTERIOR PAINTING OR REFINISHING OF THE EQUIPMENT AND/OR SURROUNDING SURFACES
- GATE HARDWARE (SPRINGS, WHEELS, HINGES, ETC)
- REMOVAL OF PAVERS OR CONCRETE
- IMAGE BURN ON MONITORS
- BARCODE LABELS

**(8) PERIPHERAL DEVICES:** Any additional components, i.e. card readers, CCTV equipment, tele-entry, strobes, etc. purchased from FSFS shall be subject at the time of attachment to the system to the terms and conditions of the agreement. Breach of this agreement will result if any component is attached to the system by anyone other than FSFS.

**(9) COMPONENTS:** Customer understands that this contract does not include the replacement of system components no longer available or components not UL cross-listed for compatibility with covered system.

**(10) FORCE MAJEURE:** FSFS shall not be responsible for failure to render service due to causes beyond its control including but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences. Customer understands that this contract does not include the replacement of entire systems.

**(11) WARRANTY:** FSFS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT FSFS' DISCRETION, OF DEFECTIVE MATERIALS AND THE CORRECTION OF DEFECTIVE WORKMANSHIP WITHIN A REASONABLE TIME FOR DEFECTS THAT ARE REPORTED TO FSFS DURING THE TERM OF THIS AGREEMENT. OTHER THAN THE OBLIGATION OF FSFS EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. FSFS DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FSFS SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OF USE OF THE SYSTEM, ACTS OF GOD OR NATURE AND VANDALISM.

**(12) PAYMENTS:** Payments terms are net cash upon receipt of invoice, except where satisfactory open credit account is established by FSFS Credit Department, in which case, terms are net thirty (30) days from date of invoice. FSFS reserves the right to revoke any credit extended at FSFS's sole discretion. Invoices will be issued prior to the start date and each renewal date thereafter. Customer agrees to pay such invoices in accordance with the terms and conditions of this paragraph regardless of other scheduled deliveries. All past due accounts will not receive service until payment is made in full and the account is brought current.

**(13) TERM - AUTOMATIC RENEWAL:** After execution by an authorized FSFS representative and acceptance by FSFS the term of this agreement shall be set forth on the front of this agreement and mailed to customer. 60 days prior to the end of term, FSFS will provide customer with changes to the price of the contract and any changes in the terms and conditions. Either party shall have the right to cancel this agreement upon thirty days prior written notice to FSFS only at the end of the initial period or any renewal period. If no action is taken by either party at the end of any term, the agreement shall automatically renew for successive terms, at current prices plus an increase of not more than 3% per annum.

**(14) ANNUAL REVIEW:** FSFS or Customer may request an annual review of performance and conditions at the covered property. At that time either party may request contract changes or cancellation based on information presented. Parties agree to consider, but not bound by recommended changes.

**(15) INDEMNIFICATION:** Customer will defend, indemnify and hold harmless FSFS from and against any and all claims, losses and expenses (including without limitation, reasonable attorney's fees), on account of any injuries or deaths of any person (including Customer's employees) or damage to any property arising, except to the extent that such damages are attributable to FSFS's gross negligence or willful misconduct.

**(16) ASSIGNMENT:** This agreement shall not be assignable by Customer except upon written consent of FSFS. FSFS shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any services which it may perform.

**(17) LIMITATIONS OR REMEDIES AND LIABILITY:** Customer's exclusive remedy against FSFS for any breach of or default under this contract (including any breach or warranty), any act or omission of FSFS (including its negligence), or any defect in any goods ordered or delivered hereunder (including under strict liability in tort and breaches by reason of alleged patent infringements), shall be, at FSFS's option, (a) the repair or replacement of goods with respect to which claims are made or (b) the refund of the purchase price for such goods, less a reasonable charge for any actual use thereof which has been made by the Customer. Any claim by Customer against FSFS will be invalid unless made in writing within the following time periods; (i) all claims for breach of the warranties stated herein must be made in writing within 30 days after the alleged defect becomes or should have become apparent to the Customer and prior to the expiration of the applicable warranty period; (ii) other claims must be made within 30 days of completion of scope of work, shipping charges prepaid; provided that FSFS will reimburse Customer for reasonable shipping charges actually incurred by Customer at the request of FSFS.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, FSFS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING. TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF FSFS TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO THE DOLLAR VALUE OF THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THE FOREGOING DOES NOT LIMIT THE LIABILITY OF FSFS FOR ANY INJURY TO, OR DEATH OF A PERSON, CAUSED BY THE GROSS NEGLIGENCE OF FSFS.

**(18) INSURANCE:** FSFS agrees to maintain the following insurance during the term of this contract with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. FSFS's CGL insurance policy shall have a per location/per project aggregate of \$2,000,000 subject to a \$10,000,000 general aggregate. No policy will name other parties as additional insured or include a waiver of subrogation rights. If requested by Customer, certificates of insurance shall be furnished from its carrier evidencing the foregoing coverages.

Customer Initials JS FSFS Initials \_\_\_\_\_

SCHEDULE "12"

**VILLAGE EAST, A CONDOMINIUM**

**FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET AND  
ASSOCIATION FINANCIAL STATEMENT**

## FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

VILLAGE EAST CONDOMINIUM ASSOCIATION, INC.

As of February 4, 2011

Q: What are my voting rights in the condominium association?

A: There shall be one (1) vote appurtenant to each Unit.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: There are no restrictions upon children residing in the Condominium. Subject to the provisions of the By-Laws and the Declaration of Condominium, dogs, cats and other domestic pets are allowed provided that the same shall not disturb or annoy other Unit Owners or occupants. For additional information on these and other restrictions, please refer to (Article V of Circular), Article 3 of the Declaration of Condominium and the Rules and Regulations attached as Schedule "7" to the Prospectus.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: The Unit Owner must provide written notice to the Association, together with a copy of the lease, within five (5) days of entering into a lease for the Unit. The leasing of Units shall not be subject to the prior approval of the Association provided, however, that (i) the Association must receive the notice of the leasing of a Unit not less than five (5) days prior to the commencement of the lease term and (ii) no lease shall be valid if the Unit Owner/lessor is delinquent in the payment of assessments to the Association. No lease shall be for a period of less than three (3) months. No Unit shall be leased more than once in any six (6) month period. For additional information on these and other leasing restrictions, please refer to Section 16.02 of the Declaration of Condominium, as may be amended.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Assessments are due monthly in advance and are due on the first day of each calendar month, unless otherwise amended by the Board of Directors. The assessment for your Unit is set forth in the Estimated Operating Budget attached as Schedule "3" to the Prospectus. Please see Note 2 of the Notes to Estimated Operating Budget also attached as Schedule "3" to the Prospectus. Unless the reserves are waived, the 2011 monthly and yearly dollar amount for each Unit is as follows:

UNIT TYPE	MONTHLY	YEARLY
A1 - Castillo	\$305.79	\$3,669.48
A2 - Riviera	\$373.75	\$4,485.00
A3 - Lido	\$321.30	\$3,855.60
B1 - Aqua Vista	\$409.00	\$4,908.00
B2 - Aragon	\$409.00	\$4,908.00
B4 - Royal Palm	\$405.75	\$4,869.00
B5 - Sunset	\$409.00	\$4,908.00

Additionally, you are responsible for a capital contribution equal to two (2) months maintenance which is due at the time of closing.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.**

**Village East Condominium Assoc**  
**Balance Sheet**  
**As of 11/30/10**

ASSETS

CURRENT ASSETS:			
105	Bank of America (3489)	\$	252,820.66
	Subtotal Current Assets		\$ 252,820.66
RESERVE FUNDS:			
405	Bank of America - Reserve (56)	\$	146,642.67
	Subtotal Reserve Funds		\$ 146,642.67
OTHER ASSETS:			
1102	Accounts Receivable	\$	161,370.04
1120	Allowance for Bad Debt		(112,263.26)
1200	Prepaid Insurance		29,846.66
	Subtotal Other Assets		\$ 78,953.44
	<b>TOTAL ASSETS</b>		<b>\$ 478,416.77</b>

LIABILITIES & EQUITY

CURRENT LIABILITIES:			
3000	Prepaid Owner Assessments	\$	22,845.02
3008	Accrued Expenses		26,649.37
	Subtotal Current Liab.		\$ 49,494.39
RESERVES			
3741	Reserves - Roof	\$	41,526.00
3748	Reserves - Heating & Cooling		3,951.00
3754	Reserves - Plumbing Systems		98,790.00
3999	Reserve - Interest		2,375.67
	Subtotal Reserves		\$ 146,642.67
EQUITY:			
4000	Capital contributions	\$	95,041.54
4500	Retained Earnings		51,311.11
	Current Year Net Income/(Loss)		135,927.06
	Subtotal Equity		\$ 282,279.71
	<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>\$ 478,416.77</b>



**Village East Condominium Assoc**  
**Profit & Loss Statement**  
 Period: 11/01/10 to 11/30/10

Actual	Current Period Budget	Variance	Description	Actual	Year-To-Date Budget	Variance	Yearly Budget
<b>INCOME</b>							
77,959.75	77,962.50	(2.75)	05000 Maintenance Fees Income	857,532.35	857,587.50	(55.15)	935,550.00
2,871.34	.00	2,871.34	05015 Capital Contributions	19,061.96	.00	19,061.96	.00
850.00	.00	850.00	05501 Late Charges	2,590.00	.00	2,590.00	.00
.00	.00	.00	05502 NSF Charges	52.77	.00	52.77	.00
4,121.05	.00	4,121.05	05570 Miscellaneous Income	47,962.71	.00	47,962.71	.00
<u>85,802.14</u>	<u>77,962.50</u>	<u>7,839.64</u>	Subtotal Income	<u>927,199.79</u>	<u>857,587.50</u>	<u>69,612.29</u>	<u>935,550.00</u>
<b>EXPENSES</b>							
<b>UTILITIES</b>							
2,369.89	3,000.00	630.11	07110 Electricity	25,016.45	33,000.00	7,983.55	36,000.00
23,564.63	9,666.67	(13,897.96)	07112 Sewer & Water	129,616.70	106,333.37	(23,283.33)	116,000.00
2,846.91	2,750.00	(96.91)	07116 Trash Removal	34,565.30	30,250.00	(4,315.30)	33,000.00
790.34	464.00	(326.34)	07121 Telephone	8,808.26	5,104.00	(3,704.26)	5,568.00
<u>29,571.77</u>	<u>15,880.67</u>	<u>(13,691.10)</u>	UTILITIES	<u>198,006.71</u>	<u>174,687.37</u>	<u>(23,319.34)</u>	<u>190,568.00</u>
<b>COMMON AREA EXPENSES</b>							
862.50	100.00	(762.50)	07212 Extermination	4,918.50	1,100.00	(3,818.50)	1,200.00
13,248.49	2,250.00	(10,998.49)	07213 Security/ Fire System	33,638.16	24,750.00	(8,888.16)	27,000.00
5,335.00	5,376.67	41.67	07214 Landscaping	61,048.00	59,143.37	(1,904.63)	64,520.00
525.00	750.00	225.00	07220 Pool	14,253.78	8,250.00	(6,003.78)	9,000.00
4,062.38	4,666.67	604.29	07221 Courtesy Officer	49,868.31	51,333.37	1,465.06	56,000.00
.00	583.33	583.33	07310 Custodial Supplies	2,740.60	6,416.63	3,676.03	7,000.00
1,001.74	1,000.00	(1.74)	07320 Maintenance Supplies	7,824.45	11,000.00	3,175.55	12,000.00
4,169.88	2,500.00	(1,669.88)	07410 Repairs Building	19,489.93	27,500.00	8,010.07	30,000.00
359.55	250.00	(109.55)	07437 Repairs Equipment	2,614.44	2,750.00	135.56	3,000.00
192.39	100.00	(92.39)	07443 Service Carts	658.79	1,100.00	441.21	1,200.00
304.50	1,166.67	862.17	07450 Repairs General/ Misc.	5,365.52	12,833.37	7,467.85	14,000.00
340.00	833.33	493.33	07452 Gate Maintenance	5,263.82	9,166.63	3,902.81	10,000.00
<u>30,401.43</u>	<u>19,576.67</u>	<u>(10,824.76)</u>	COMMON AREA EXPENSES	<u>207,684.30</u>	<u>215,343.37</u>	<u>7,659.07</u>	<u>234,920.00</u>

**Village East Condominium Assoc**  
**Profit & Loss Statement**  
 Period: 11/01/10 to 11/30/10

Actual	Current Period Budget	Variance	Description	Actual	Year-To-Date Budget	Variance	Yearly Budget
<b>ADMINISTRATIVE</b>							
.00	416.66	416.66	09011 Accounting Review	3,000.00	4,583.26	1,583.26	5,000.00
2,640.00	2,640.00	.00	09015 Management Fee	29,040.00	29,040.00	.00	31,680.00
7,892.44	5,850.00	(2,042.44)	09017 On-Site Grounds & Maint. Cre	69,377.17	64,350.00	(5,027.17)	70,200.00
7,653.00	6,190.50	(1,462.50)	09019 On-Site Manager and Assistan	69,223.84	68,095.50	(1,128.34)	74,286.00
87.00	4,166.67	4,079.67	09020 Professional Fees and Taxes	27,286.85	45,833.37	18,546.52	50,000.00
.00	.00	.00	09021 Collection Expenses	4,661.60	.00	(4,661.60)	.00
.00	(833.33)	(833.33)	09025 Reimbursed Legal Expenses	(3,270.00)	(9,166.63)	(5,896.63)	(10,000.00)
2,435.84	416.67	(2,019.17)	09030 Office Supplies	9,749.47	4,583.37	(5,166.10)	5,000.00
269.44	208.33	(61.11)	09033 Postages	2,237.99	2,291.63	53.64	2,500.00
14,773.06	18,750.00	3,976.94	09072 Insurance	163,901.60	206,250.00	42,348.40	225,000.00
.00	88.00	88.00	09074 Fees Payable to the Division	70.00	968.00	898.00	1,056.00
1,056.00	11.67	(1,044.33)	09075 Corporate Filing Fees	1,056.00	128.37	(927.63)	140.00
.00	16.66	16.66	09080 License/ Permits	250.00	183.26	(66.74)	200.00
.00	416.67	416.67	09097 Contingency	500.00	4,583.37	4,083.37	5,000.00
.00	4,166.67	4,166.67	09100 Bad Debt	8,497.20	45,833.37	37,336.17	50,000.00
<u>36,806.78</u>	<u>42,505.17</u>	<u>5,698.39</u>	<b>ADMINISTRATIVE</b>	<u>385,501.72</u>	<u>467,556.87</u>	<u>81,975.15</u>	<u>510,062.00</u>
96,779.98	77,962.51	(18,817.47)	<b>TOTAL EXPENSES</b>	791,272.73	857,587.61	66,314.88	935,550.00
<u>(10,977.84)</u>	<u>(.01)</u>	<u>(10,977.83)</u>	<b>CURRENT YEAR NET INCOME/(LOS)</b>	<u>135,927.06</u>	<u>(.11)</u>	<u>135,927.17</u>	<u>.00</u>