

RESTATED
DECLARATION OF CONDOMINIUM

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

A portion of the Southwest one-quarter (SW1/4) of the Northwest one-quarter (NW1/4) of Section 6, Township 49 South, Range 43 East, more fully described as follows:

Commencing at the Southwest corner of the said Northwest one-quarter (NW1/4) of Section 6; thence North 0° 47' 50" West along the West line of the said Northwest one-quarter (NW1/4) of Section 6, a distance of 400.04 feet to the Point of Beginning;

Thence due East along a line 400 feet North of (as measured at right angles) the South line of the said Northwest one-quarter (NW1/4) of Section 6, a distance of 529.01 feet to a point on the West right-of-way line of U.S. Highway No. 1; thence North 18° 02' 52" East along the said West right-of-way line, a distance of 99.92 feet; thence due West, a distance of 73.39 feet; thence due North a distance of 330.74 feet to a point on the South right-of-way line of the Cypress Creek (C-14 Canal); thence South 71° 02' 59" West along the said South right-of-way line a distance of 121.42 feet; thence South 82° 46' 50" West along the said South right-of-way line a distance of 299.36 feet to a point of curve; thence Westerly along a curve to the right and along the said South right-of-way line with a radius of 191.67 feet and a central angle of 24° 05' 08", an arc distance of 80.57 feet to a point on the said West line of the Northwest one-quarter (NW1/4) of Section 6; thence 0° 47' 50" East along the said West line a distance of 355.44 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida, and containing 4.321 Acres more or less.

RECITALS, INTENT AND PURPOSE

WHEREAS, W. J. Crocker Corp., a Florida corporation, hereinafter referred to as the "Developer" as owner in fee simple of the Property, has constructed thereon a multi-family dwelling containing, among other things, two hundred thirty-seven (237) apartments, public rooms and other appurtenances and facilities, all as hereinafter described and

WHEREAS, by this Declaration, it is intended to subdivide the Property into two hundred thirty-seven (237) separate parcels of real property which, in accordance with the provisions herein contained, shall nevertheless be subjected to the benefits and burdens of a condominium; and

WHEREAS, a condominium is a method of ownership which, when applied to a multi-

family dwelling, provides for a separate title to each residential unit, which title shall consist of an apartment and an undivided interest in and to all of the Property that remains other than Apartments; and

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

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

NOW THEREFORE,

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

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

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

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

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

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

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

5. BUILDING: The entire structure to be located on the Property will be

built substantially in accordance with Plans and Specifications therefor prepared by Paterson & Martin, 3220 N. E. 14th Street, Pompano Beach, Florida, entitled "Waterford Point", Commission No. 7028.

6. COMMON ELEMENTS: All that part of the Property which is not within the two hundred thirty-seven (237) Apartments of such Apartments are shown on Exhibit "A" or which exist within Apartments or as appurtenances thereto by virtue of an easement herein created.

7. LIMITED COMMON ELEMENTS: That portion of the Common Elements consisting of three hundred one (301) separate and designated parking spaces specifically identified in Exhibit "A", Pages 1 and 2 as to certain of which parking spaces a right of exclusive use has been reserved as an appurtenance to a particular Apartment.

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

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

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

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

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

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

Exhibit A – Final survey prepared by McLaughlin Engineering; Architects' plans, including site plan and typical floor plans, floors one through twelve, together with apartment plan and shares of interest attributed to the respective apartments in and to the common elements and common surplus, prepared by the architects, Carl A. Petersen and David E. Martin, Commission Number 7028 and recorded.

Exhibit B Articles of Incorporation of Waterford Point Condominium Apartments, Inc.

Exhibit C By-Laws of Waterford Point Condominium Apartments, Inc.

Exhibit D Recreational Area Lease

11. DEVELOPER: W. J. Crocker, Corp., its successors and/or assigns.
12. PERSON: Developer and any individual, firm, corporation, trustee or other entity capable of holding title to real property.
13. PLANS AND SPECIFICATIONS: The Plans and Specifications referred to in Article I. 5. hereof.
14. PROPERTY: The land as hereinabove described, and the improvements located thereon.
15. SHARE: The percentage in and to the Common Elements attributed to each Apartment as set forth in Exhibit A, Page 7.
16. BY-LAWS: The By-Laws for the government of the condominium as they may exist from time to time.
17. CONDOMINIUM PARCEL: An Apartment together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Apartment.
18. CONDOMINIUM PROPERTY: Means and includes the land in a condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the condominium.

II. COMMON ELEMENTS USE:

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

1. Covenants against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of this Declaration, in accordance with provisions herein elsewhere contained.

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

3. Maintenance, repair, management and operation of the Common Elements

shall be the responsibility of the Association, and the Association shall delegate the responsibility of management and operation to a qualified manager or professional management organization.

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

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

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements as do not exceed the sum of \$25,000 at any one time. In the event the cost of said alteration and improvements shall exceed the sum of \$25,000, the approval of not less than a majority of the total voting interests in the Association shall be required. No changes, alterations, or improvements may be made to the individual apartments which will affect the exterior structure or appearance of the building.

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

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

9. RIGHTS OF DEVELOPER. Within five years from the date of the recording of this Declaration of Condominium, the Developer shall have the right to assign particular parking spaces in the Limited Common Elements to particular Apartments, which assignments shall be made by instrument in writing executed with the formalities of a deed, and which assignment shall be made by separate instrument or by inclusion in any instrument of conveyance or an Apartment. Upon such assignment of such parking space in the Limited Common Elements to an Apartment, the owner of such apartment shall have the exclusive right to the use thereof without separate charge therefor by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against his Apartment, as hereinafter provided, it being the intention hereof that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all Apartments for purposes of assessment. Upon such assignment, the exclusive right of the owner of the Apartment to which such assignment is made shall become an appurtenance to said Apartment and shall be encumbered by and subject to any mortgage then or thereafter encumbering said Apartments, and upon the conveyance of or passing of title to the Apartment to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such Apartment. No conveyance, encumbrance or

passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Apartment to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Apartment from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use any parking space constituting Limited Common Elements, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may thereafter by instrument executed with such formality be transferred by the Association to any Apartment to the same force and effect as if originally assigned thereto by the Developer. However, while the Association shall be the owner of the exclusive right to use any parking space constituting Limited Common Elements, the same shall be treated by the Association just as though said parking space constituted a part of the Common Elements instead of the Limited Common Elements. In the event that Developer shall not have transferred the exclusive right to use all parking spaces constituting Limited Common Elements to particular Apartments at the expiration of five years from the date of recordation of this Declaration of Condominium, then the right of the Developer to make such assignment shall cease and terminate with respect to the exclusive right to use any then unassigned parking spaces constituting Limited Common Elements and the rights previously vested in the Developer as to said unassigned parking spaces constituting Limited Common Elements shall pass unto and be vested in Association just as though the Developer had assigned same to particular Apartments, from which Apartments same had been transferred to the Association.

III. MAINTENANCE AND REPAIR OF APARTMENTS

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

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

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

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

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

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

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

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

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

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

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

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

IV. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

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

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

(a) Vertical Boundaries:

(i) the underside of the concrete slab above and abutting the

apartments;

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

(b) Horizontal Boundaries:

(i) interior, between Apartments--the various planes formed by the center lines of the interior walls between Apartments;

(ii) interior, adjacent to a Common Element--the various planes formed by the exterior of the interior Apartment wall adjacent to a Common Element serving more than one Apartment.

(iii) exterior of Apartments--the various planes formed by the exterior side of an outside wall of the Building, except that where there is attached to or abutting the Building a balcony or terrace serving only the Apartment being bounded, the Apartment boundary shall be extended and include within it such balcony or terrace.

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

(a) Common Elements and Common Surplus: An undivided share in and to the Common Elements and Common Surplus, such undivided share to be that portion set forth in Exhibit A, Page 7.

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

(c) Basements for the benefit of the Apartment.

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

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

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

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

- (i) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents;
- (ii) Structural Support. Every portion of an apartment which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements;
- (iii) Emergency easements in Ingress and Egress. Easement over all balconies and terraces whenever required for emergency ingress and egress;
- (iv) No Apartment Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

(h) The following easements from each Apartment Owner to the Association:

- (i) Maintenance, repair and replacement. Easements through the Apartments and Common Elements are for maintenance, repair and replacement of the Apartments and Common Elements. Use of these easements, however, for access to the Apartments shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- (ii) Utilities. Easements through the Apartments and Common Elements for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring: provided, however, that the easement for such facilities through an Apartment shall be only substantially in accordance with the Plans and Specifications of the Building.

V. POWER TO LEASE CERTAIN LAND: The Association shall have the power to and has entered into a 99-year lease of certain lands, as described in said lease, a copy of which is attached hereto as Exhibit D. The cost of insurance, taxes, and all other expenses which the Association, as Lessee, has obligated itself to pay under said lease shall be common expenses of the Association, and the Association shall provide therefor in the annual budget of the Association. The Association shall assess and collect from each apartment owner and each apartment owner shall be liable for a share of said assessment. The share for which each

apartment owner shall be liable shall be equal to the apartment owner's share of the common expenses as hereinbefore set forth. In addition to the foregoing, the Association shall assess and collect from each apartment owner an amount which shall be equal to the amount of rent due the Lessor from the Lessee and attributable to that apartment owner's apartment, all as provided under Paragraph III. of said lease. The Lessor shall have a lien on each condominium parcel for any unpaid portion of any such assessment made by the Association. Said lien shall also secure reasonable attorney's fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a Claim of Lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due; and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the Claim of Lien is recorded. Upon full payment the Owner and the Association shall be entitled to a recordable Satisfaction of the Lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the Claim of Lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a certificate of title as a result of foreclosure, the recording of said deed in lieu of foreclosure or certificate of title shall operate to release a subordinate Claim of Lien. The Lessor's liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Apartment Owner shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor, its successors and assigns, and may be enforced by it against the Association and each condominium parcel owner, their heirs, successors, representatives and assigns.

VI. USE RESTRICTIONS

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

1. The Apartment shall be used for single family residences only.
2. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Apartment.
3. (a) No unit shall be rented during the first twelve (12) months of ownership. Upon the expiration of the first 12 months of ownership, the following restrictions shall apply. No renewals of a lease or rental agreement shall be permitted without the approval of the Association as provided herein.

(b) Subleasing or assignments of leases or rental agreements shall not be permitted. Only entire units may be leased or rented. Rooms or portions of a unit may not be leased or rented at any time.

(c) Occupancy during any lease or rental period shall be confined only to those named on the application to lease or rent as a single family unit.

(d) No unit may be occupied, except by the owner(s) thereof, during the pendency of the Board of Governors' approval of any purchase or lease/rental application.

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

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

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

7. Regulations. Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Apartment Owner prior to the time that the same become effective. The initial regulations shall be deemed effective until amended by the Association. Such regulations shall not impair the rights of mortgages as elsewhere recited.

8. No pets or animals may be kept or brought on any portion of the Condominium Property without prior approval of the Board of Directors and subject to further rules and regulations the Board may adopt pertaining to pets or animals on the Condominium Property.

VII. CONVEYANCES

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

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

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

(b) Election of Association. Within thirty (30) days after receipt of the last of the information required pursuant to Section 1(a) above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

i. Approval. In the event the Association approves a lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

ii. Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 1(a) hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (i) of this Section 1(b).

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall

not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

- (1) The applicant fails to Qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations, or;
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or
- (3) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or
- (4) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
- (5) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Condominium as a lessee, guest, owner or occupant of a Unit or based upon information provided from other sources; or
- (6) The applicant fails to comply with the requirements of Section 1(a) hereof; or
- (7) No transfer of title will be approved if, at the time of the closing, the Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

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

2. Mortgage. No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, public

or private pension fund, or savings and loan association, The approval of any other mortgage may be upon conditions determined by the Board of Governors of the Association.

VIII. ADMINISTRATION

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

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

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

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

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

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

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

IX. INSURANCE

The insurance which shall be carried upon the Property shall be governed by the

following provisions:

1. Authority to Purchase. Except Builders Risk and other required insurance furnished by the Developer during construction, all insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Apartment Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgagee endorsements to the holders of first mortgages on the Apartments or any of them and, if insurance companies will agree, shall provide that the insurer waives its right of subrogation as to any claim against Apartment Owners, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

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

3. Named Insured. The named insured shall be the Association individually and as agent for the Apartment Owners without naming them, and shall include the mortgagees of Apartments which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability.

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

5. Coverage.

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

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

- (ii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

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

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

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

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

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

(a) Common Elements. Proceeds on account of damage to Common Elements - that undivided share for each Apartment Owner and his mortgagee, if any, which is set forth in Exhibit A, Page 7.

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

(i) Partial destruction when the building is restored for the Owners of damaged Apartments in proportion to the costs of repairing the damage suffered by each damaged Apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(ii) Total destruction when the Building is destroyed or where

the Building is not to be restored - for all Apartment Owners, the share of each being that share set forth In Exhibit A, Page 7.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an Apartment, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Apartment Owner and mortgagee pursuant to the provisions of this Declaration.

8. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the beneficial Owners after paying first or making provisions for payment of the expenses of the Insurance Trustee in the following manner:

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

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.

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

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

X. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

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

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

2. Encroachments upon or in favor of Apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Apartment Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

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

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

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

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

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

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

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

- (i) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Apartment Owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Apartment Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Apartment Owner may direct, and as the first mortgagee may direct. Nothing contained here, however, shall be construed so as to limit or modify the responsibility of the Apartment Owner to make such reconstruction or repair.
- (ii) Association--Lesser Damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (iii) Association--Major Damage. If the amount of the estimated cost of reconstruction and repair of the Building or other improvements is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, sub-contractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of

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

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

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

XI. ASSESSMENTS

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

1. Share Expense. Common Expenses--Each Apartment Owner shall be liable for his share of the Common Expenses, and this share shall be equal to the percentage that each Apartment bears to the Common Elements as set forth in Exhibit A, Page 7, and his share in the Common Surplus shall be a like percentage.

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

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

expenses for which the respective assessments are made. Such accounts shall be as follows:

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

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

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

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

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

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

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

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

8. Assessment Roll. The assessments against all Apartment Owners shall be set forth upon a roll of the Apartments which shall be available in the office of the Association for inspection at all reasonable times by Apartment Owners or their duly authorized

representatives. Such roll shall indicate for each Apartment the name and address of the Owner or Owners, the assessments for each Apartment for purposes and the amounts of all assessments paid and unpaid. A Certificate made by the Association as to the status of an Apartment Owner's assessment account shall limit the liability of any person for whom made other than the Apartment Owner, and the Association shall issue such certificates to such persons as an Apartment Owner may request in writing.

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

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

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

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

11. Collection.

(a) Interest: Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments, upon account shall be applied first to interest and then the assessment payment first due. All interest collected shall be credited to the Common Expense Account. At the discretion of the Board of Governors, a late charge of \$15.00 may be levied upon any unit which is thirty (30) or more days delinquent in the payment of any assessment. Said late charge shall be secured by the authority of the Association to lien and foreclose as provided herein; and the collection of this late charge shall be in addition to and supplement any other remedy available to the Association to collect assessments of any nature.

(b) Suit. The Association at its option may enforce collection of

delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceedings and in either event, the Association shall be entitled to recover in the same action, suit or proceedings the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten (10%) percent per annum and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.

XII. COMPLIANCE AND DEFAULT

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

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

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

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

(d) **No Waiver of Rights.** The failure of the Association or of an Apartment Owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Apartment Owner to enforce such right, provision, covenant or condition in the future.

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

XIII. AMENDMENT.

Except for alterations in the shares which cannot be done except with the consent of all Apartment Owners whose shares are being affected and their mortgagees, and with the exception of any amendment to the requirements that the mortgagees approve any amendment to

the provisions relating to their approval of insurance provisions as set forth in Section IX. 8. (d) supra, the Condominium Documents may be amended in the following manner:

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

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

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the apartment owners meeting as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Governors and Apartment Owners not present at the meeting considering such amendment may express their approval in writing within ten (10) days after such meeting or by proxy delivered to the Secretary prior to such meeting. Such approvals must be by not less than a majority of the Governors and not less than sixty-six and two thirds (66 2/3%) percent of the apartment owners.

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

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

XIV. TERMINATION

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

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

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

3. Shares of Apartment Owners after Termination. After termination of the Condominium, the Apartment Owners shall own the Property as tenants in common in undivided

shares and the holders of mortgages and liens against the Apartment or Apartments formerly owned by such Apartment Owners shall have mortgages and liens upon the respective undivided shares of the Apartment Owners; such undivided shares of the Apartment Owners shall be as set forth in Exhibit A, Page 7. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Apartment Owners and their first Mortgagees in proportion to their ownership of the Common Elements. The costs incurred by the Association in connection with a termination shall be a Common Expense.

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

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

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Apartment and the appurtenances thereto, and every Apartment Owner and Claimant of the property or any part thereof of interest therein, and his heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

XVI. LIENS

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

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

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

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

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

XVII. JUDICIAL SALES

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

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

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

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

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

XVIII. PROVISIONS PERTAINING TO DEVELOPER

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

1. For so long as the Developer owns ten (10) or more Apartments, a majority of the Board of Governors of the Association shall be elected by the Developer, and such members as may be elected by the Developer need not be residents of the Building, but in no event shall the Developer elect a majority of the Board of Governors for a period of longer than two years from date of Certificate of Occupancy.

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

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

XX. APARTMENT DEEDS

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

XXI. CAPTIONS

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

XXII. GENDER, SINGULAR, PLURAL

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

XXIII. SEVERABILITY

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

XXIV. HURRICANE SHUTTERS

Hurricane Shutters. Notwithstanding anything to the contrary contained elsewhere in the Condominium Documents, Apartment Owners may install hurricane shutters which, when extended, enclose a balcony or terrace serving only the Apartment being bounded, with the prior written consent of the Board of Governors alone, which approval may be conditioned upon compliance with aesthetic considerations established by the Board in order to

maintain a harmonious exterior appearance of the building. Provided, further, it is specifically acknowledged and agreed that any Apartment Owner who has installed hurricane shutters on or before the adoption of this amendment shall be allowed to apply for Board approval pursuant to this amendment. All costs attendant to the installation, maintenance, repair and continued use of hurricane shutters shall be borne by the Apartment Owners involved.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 5th day of April, 1972.

W.J. CROCKER CORP.

(SEAL)

By: W. J. CROCKER
President

ATTEST

JOHN C. KERSTEN
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared W. J. Crocker and John C. Kersten President and Secretary respectively of W.J. CROCKER CORP., a Florida corporation, and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, said County and State, this 5th day of April, 1972.

EXHIBIT "A"

SEE ATTACHED

EXHIBIT "B"
RESTATED ARTICLES OF INCORPORATION
OF
WATERFORD POINT CONDOMINIUM APARTMENTS, INC.

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

ARTICLE I

NAME:

The name of the corporation shall be WATERFORD POINT CONDOMINIUM APARTMENTS, INC. and the principal office of this corporation shall be 801 South Federal Highway, Pompano Beach, Florida. For convenience the corporation shall be referred to as the Association.

ARTICLE II

PURPOSE:

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

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

A portion of the Southwest one-quarter (SW1/4) of the Northwest one-quarter (NW1/4) of Section 6, Township 49 South, Range 43 East, more fully described as follows:

Commencing at the Southwest corner of the said Northwest one-quarter (NW1/4) of Section 6; thence North 0° 47' 50" West along the West line of the said Northwest one-quarter (NW1/4) of Section 6, a distance of 400.04 feet to the Point of Beginning;

Thence due East along a line 400 feet North of (as measured at right angles) the South line of the said Northwest one-quarter (NW1/4) of Section 6, a distance of 529.01 feet to a point on the West right-of-way line of U.S. Highway No. 1; thence North 18° 02' 52" East along the said West right-of-way line, a distance of 99.92 feet; thence due West a distance of 73.39 feet; thence due North a distance of 330.74 feet to a point on the South right-of-way line of the Cypress Creek (C-14 Canal); thence South 71° 02' 59" West along the said South right-of-way line a distance of 121.42 feet; thence South

82° 46' 50" West along the said South right-of-way line a distance of 299.36 feet to a point of curve; thence Westerly along a curve to the right and along the said South right-of-way line with a radius of 191.67 feet and a central angle of 24° 05' 08", an arc distance of 80.57 feet to a point on the said West line of the Northwest one-quarter (NW1/4) of Section 6; thence 0° 47' 50" East along the said West line a distance of 355.44 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida, and containing 4.321 Acres more or less.

2. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of 237 apartments within the Property, together with certain other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

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

ARTICLE III

POWERS:

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

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

a. To make and collect assessments against members to defray the costs of the condominium.

b. To use the proceeds of assessments in the exercise of its power and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The reconstruction of improvements after casualty and the further improvements to the Property.

e. To make and amend regulations respecting the use of the Property in the condominium.

f. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments.

g. To enforce by legal means the provisions of the condominium documents, those Articles, the By-Laws of the Association and the regulations for the use of the Property in

the condominium.

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

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

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

ARTICLE IV

MEMBERS:

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

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

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

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

ARTICLE V

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

2. Governors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By-Laws except that for so long as W. J. CROKER CORP., a Florida corporation, or its successors, is the owner of ten or more apartments, it shall have the right to elect a majority of the Governors, who need not be residents of the condominium. At a time when the Developer is no longer the owner of ten (10) apartments, those Governors of said Developer shall resign so as to comply with this Paragraph

and their successors shall be appointed by the remaining Governors so as to complete the unexpired terms of those resigning. Governors may be removed and vacancies on the Board of Governors shall be filled in the manner provided in the By-Laws. In no event shall the Developer select a majority of the Board of Governors for a period of longer than three years from the date of Certificate of Occupancy.

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

<u>NAME</u>	<u>ADDRESS</u>
W. J. CROCKER	2851 East Oakland Park Boulevard Fort Lauderdale, Florida
JOHN C. KERSTEN	2851 East Oakland Park Boulevard Fort Lauderdale, Florida
JOHN KIRBY	2851 East Oakland Park Boulevard Fort Lauderdale, Florida

ARTICLE VI

OFFICERS:

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

<u>NAME</u>	<u>ADDRESS</u>
W. J. CROCKER, President/Treasurer	2851 East Oakland Park Boulevard Fort Lauderdale, Florida
JOHN C. KERSTEN, Vice President/ Secretary	2851 East Oakland Park Boulevard Fort Lauderdale, Florida

ARTICLE VII

INDEMNIFICATION:

Every Governor and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a governor or officer of the Association or any settlement thereof, whether or not he is a governor or officer at the time such

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

ARTICLE VIII

BY-LAWS:

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

ARTICLE IX

AMENDMENTS:

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Governors or by the Membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than a majority of all the Governors and by not less than sixty-six and two thirds (66 2/3%) percent of all of the members of the Association. Governors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting and said amendment shall be effective when recorded in the public Records of Broward County, Florida.

ARTICLE X

TERM:

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

ARTICLE XI

SUBSCRIBERS:

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

<u>NAME</u>	<u>ADDRESS</u>
JOHN C. KERSTEN	2851 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
JUDITH ANNE JENNINGS	2851 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
SARAH L. ALDRIDGE	2851 East Oakland Park Boulevard Fort Lauderdale, Florida 33306

ARTICLE XII

RESIDENT AGENT:

JOHN C. KERSTEN is hereby designated as resident agent for purposes of accepting service of process for the above-served corporation.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signature, this 5 day of April, 1972.

JOHN C. KERSTEN

JUDITH ANNE JENNINGS

SARAH L. ALDRIDGE

Having been above-named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

JOHN C. KERSTEN, resident agent

STATE OF FLORIDA)

COUNTY OF BROWARD)

BE IT REMEMBERED that before me, the undersigned authority, a Notary Public, personally appeared JOHN C. KERSTEN, JUDITH ANNE JENNINGS and SARAH L. ALDRIDGE, parties to the foregoing Certificate of Incorporation, known to me personally to be such, and I have first made known to them the contents of the said Certificate, and they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, and deposited that the facts therein stated were truly set forth.

GIVEN under my hand and official seal of office, this, the 5 day of April, 1972.

My commission expires:

Notary Public, State of Florida
(IMPRESSION SEAL)

EXHIBIT "C"

RESTATED BY-LAWS

OF

WATERFORD POINT CONDOMINIUM APARTMENTS, INC.

A condominium corporation not for profit under the laws of Florida

I. IDENTITY

These are the By-Laws of WATERFORD POINT CONDOMINIUM APARTMENTS, INC., a condominium corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida on April 7, 1972, and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as WATERFORD POINT. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida:

The metes and bounds legal description was intentionally omitted from this Restated set of By-Laws as the original By-Laws were recorded without that description and that legal description contained typographical errors, was missing a sentence in the second paragraph and it did not match the proper legal description in the Declaration and the Articles of Incorporation.

1. The office of the Association shall be at 801 South Federal Highway, Pompano Beach, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

II. MEMBERS.

1. The annual members' meeting shall be held at the office of the corporation at 801 South Federal Highway, Pompano Beach, Florida, on the first Monday in February of each year, for the purpose of electing governors and of transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Governors and must be called by such officers upon receipt of a written request from one-third of the entire membership.
3. Notice of all members' meetings stating the time and place and the objects

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

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

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

6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. No person may be designated as the proxy holder for more than five proxies at any membership meeting.

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

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

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

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

- a. Election of Chairman of the meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Report of Officers.
- f. Reports of Committees.

- g. Election of Governors.
- h. Unfinished Business.
- i. New Business.
- j. Adjournment.

III. GOVERNORS

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

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

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

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

(c) For so long as the Developer owns ten or more apartments, a majority of the Board of Governors of the Association shall be selected by the Developer, and such members as may be selected by the Developer need not be residents in the Building, but in no event shall the Developer select a majority of the Board of Governors for a period of longer than three years from the date of Certificate of Occupancy.

3. The term of each Governor's service shall be as follows: In 1986 the odd number of Governors comprising the minority of the total number of Governors being elected who receive the highest amount of votes shall be elected for a two-year term. The remaining even numbered majority shall be elected for a one year term. Thereafter, in odd years an even number of Directors (majority of the total) shall be elected for a two year term and in even years an odd number of Directors (the minority of the total) shall be elected for a two year term.

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

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

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

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

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

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

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

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

IV. POWERS AND DUTIES OF THE BOARD OF GOVERNORS

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

1. To make and collect assessments against members to defray the costs of the condominium.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement and operation of the condominium property.

4. The reconstruction or improvements after casualty and the further improvement of the property.

5. To make and amend regulations respecting the use of the property in the

condominium.

6. To approve or disapprove proposed occupants, purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.

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

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

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

10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

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

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

13. To have deposited and delivered to the Association, simultaneous with the giving of notice of intent to sell or lease, or of transfer, gift, devise, or inheritance, a transfer investigation fee not to exceed the amount permitted by the Florida Condominium Act, as amended from time to time.

V. OFFICERS

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

2. The President shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of a president of an Association, including but not limited to the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the

conduct of the affairs of the Association.

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

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

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

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

VI. FISCAL MANAGEMENT

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

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

2. Budget.

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

(1) Common Expense Budget

- (i) Maintenance and operation of Common Elements; Landscaping, office and shop, street and walkways, swimming pool, guest rooms, and maid rooms.

- (ii) Utilities.
- (iii) Liability Insurance.
- (iv) Casualty Insurance.
- (v) Administration.
- (vi) Dockage maintenance and operation with funds provided therefor from lease payments of leasing owners.

(2) Proposed assessments against each member.

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

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Governors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Governors.

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

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

VII. PARLIAMENTARY RULES

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

VIII. AMENDMENTS

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

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

2. A resolution adopting a proposed amendment must receive approval of not less than a Majority of the votes of the entire membership of the Board of Governors and not less than sixty-six and two thirds (66 2/3%) percent of the votes of the entire membership of the Association. Governors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.

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

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

5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium. The foregoing were adopted as the By-Laws of WATERFORD POINT CONDOMINIUM APARTMENTS, INC., a condominium corporation not for profit under the laws of the State of Florida, as the first meeting of the Board of Governors on the 7th day of April, 1972.

JOHN C. KERSTEN

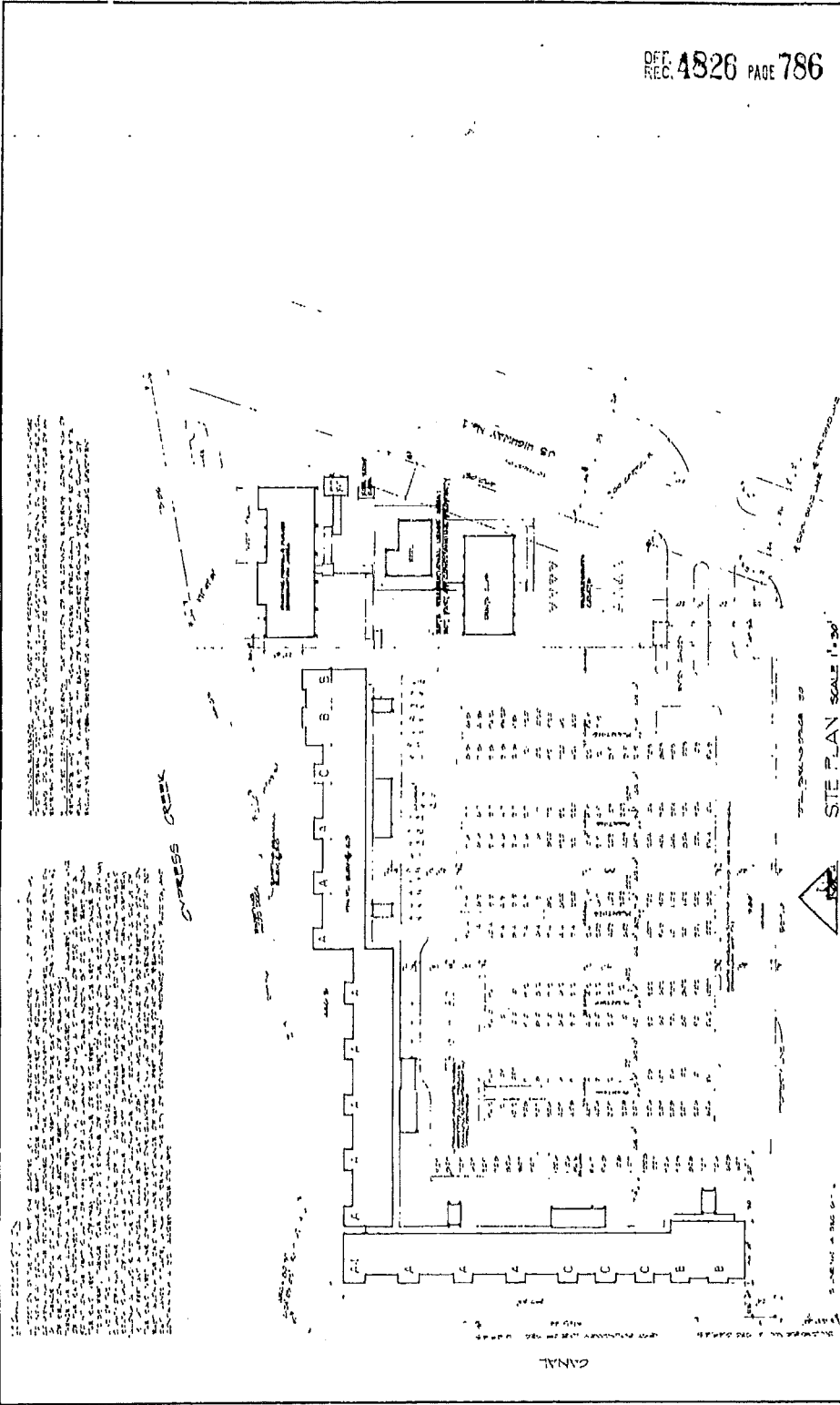
SECRETARY

APPROVED:

W. J. CROCKER

PRESIDENT

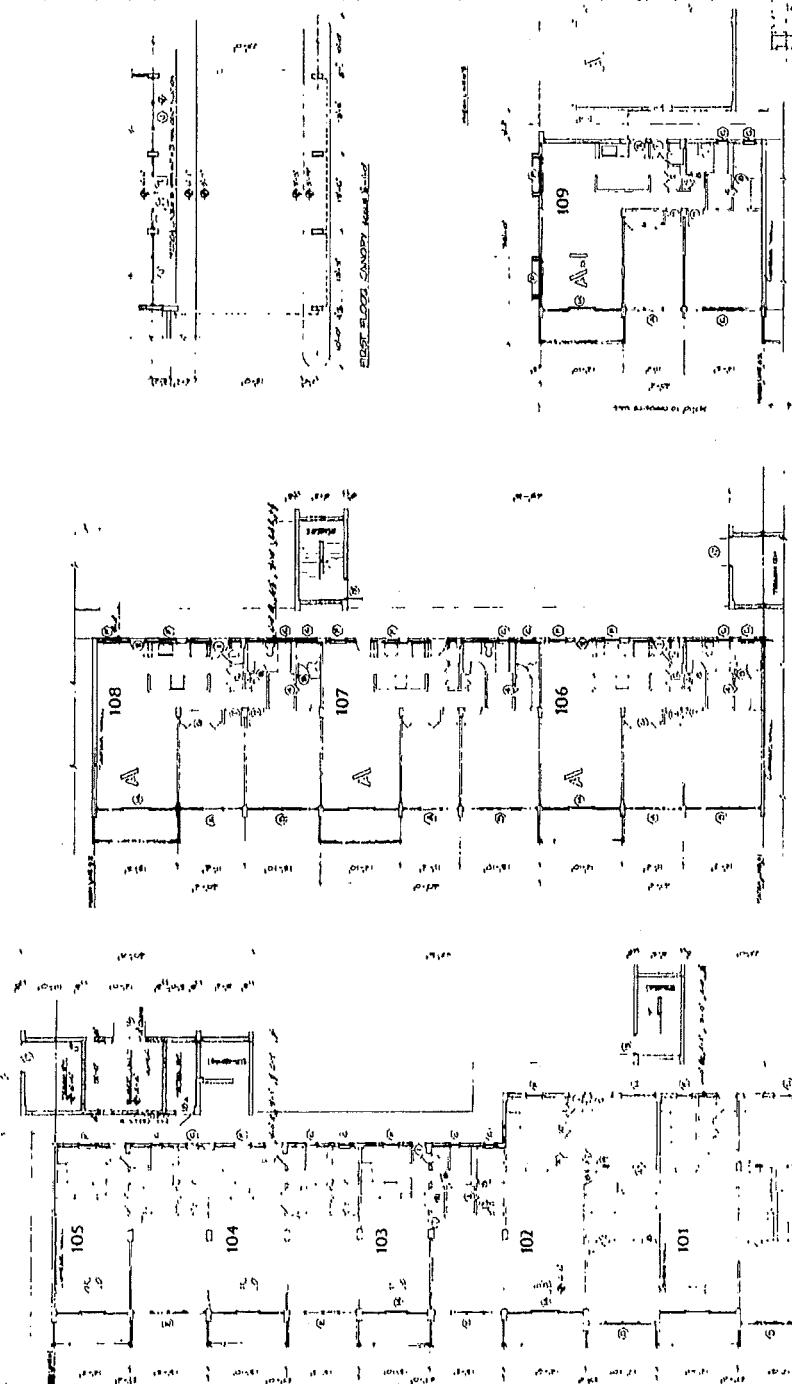
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SCALE 1" = 30'

WATERFORD POINT, A. CONSTRUCTION		ARCHITECTS		DATE	
CARL L. PETERSEN DAVID E. CARTER		A. I. A. A. I. A.		DATE 1952	
101 WEST BEACH, P.O. BOX 101 LOS ANGELES, CALIF.		220 S. W. 4TH STREET MIAMI, FLA.		SHEET NO. 786	

OFF. REC. 4826 PAGE 787



FIRST FLOOR PLAN SCALE 1/8" = 1'-0"

WATERFORD POINT, A. CONDEMNER
 EMPAC TRAIL, FLORENCE
 FOR M. S. CROCKELL CO. INC.

CHAS. A. PETERSEN
DAVID L. MARTIN
 ARCHITECTS

220 S. 100 STREET
 PROGRESS TOWN, ARIZONA

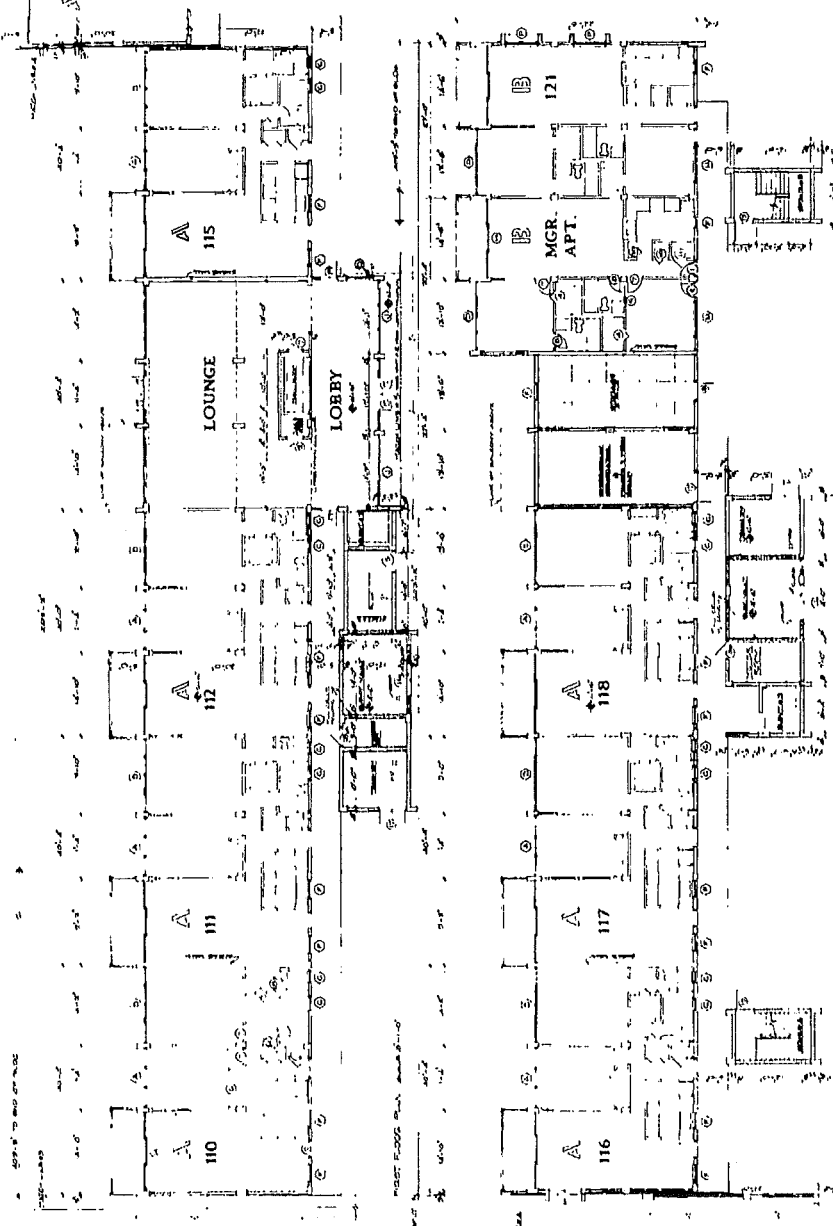
PROJECT A
 SHEET NO. 1
 DATE 10-1-54

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		

BK 4826

OFF REC. 4826 PAGE 788



WATERFORD POINT A CONDOMINIUM
 FORT MYERS BEACH, FLORIDA
 FOR W.C. GEORGE CORP.

CARL A. PETERSEN
 DAVIS E. MARTIN
 ARCHITECTS

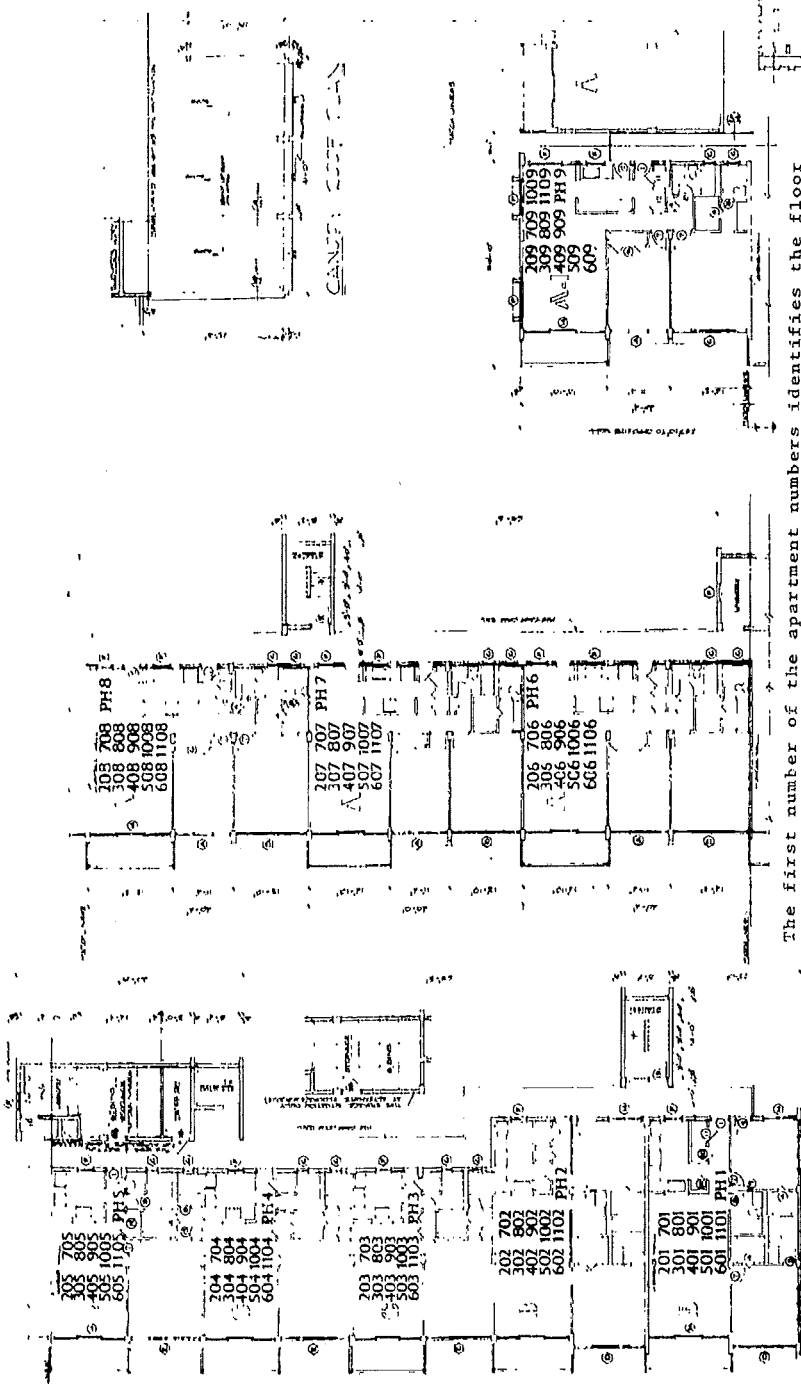
222 S. 11th Street
 Fort Myers, Florida

00818001

SHEET A
 OF 1

FIRST FLOOR PLAN CONTINUED FROM PAGE 787

OFF. REC. 4826 PAGE 789



The first number of the apartment numbers identifies the floor where the apartment is located. EXAMPLE: 101 is located on first floor; 201 is located on second floor; 301 is located on third floor. P.H. stands for penthouse or top floor.

TYPICAL FLOOR PLAN SEE S.P. 1-2

WATERFORD POINT A CONDOMINIUM
 1010 PACIFIC BEACH, FLORENCE, FLORIDA
 FOR "M. S. CROCKER, CORP."

CHARL A. PEPPER
DAVID E. MARTIN
 ARCHITECTS

A. I. A.
A. I. A.
 222 S. W. 10TH STREET
 MIAMI, FLORIDA

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/68	ISSUED FOR PERMITS

SCALE
 1/8" = 1'-0"

DATE
 10/1/68

PROJECT
 WATERFORD POINT A CONDOMINIUM

ARCHITECT
 CHARL A. PEPPER & DAVID E. MARTIN

ENGINEER
 A. I. A.

DATE
 10/1/68

SCALE
 1/8" = 1'-0"

PROJECT
 WATERFORD POINT A CONDOMINIUM

ARCHITECT
 CHARL A. PEPPER & DAVID E. MARTIN

ENGINEER
 A. I. A.

DATE
 10/1/68

SCALE
 1/8" = 1'-0"

PROJECT
 WATERFORD POINT A CONDOMINIUM

ARCHITECT
 CHARL A. PEPPER & DAVID E. MARTIN

ENGINEER
 A. I. A.

DATE
 10/1/68

SCALE
 1/8" = 1'-0"

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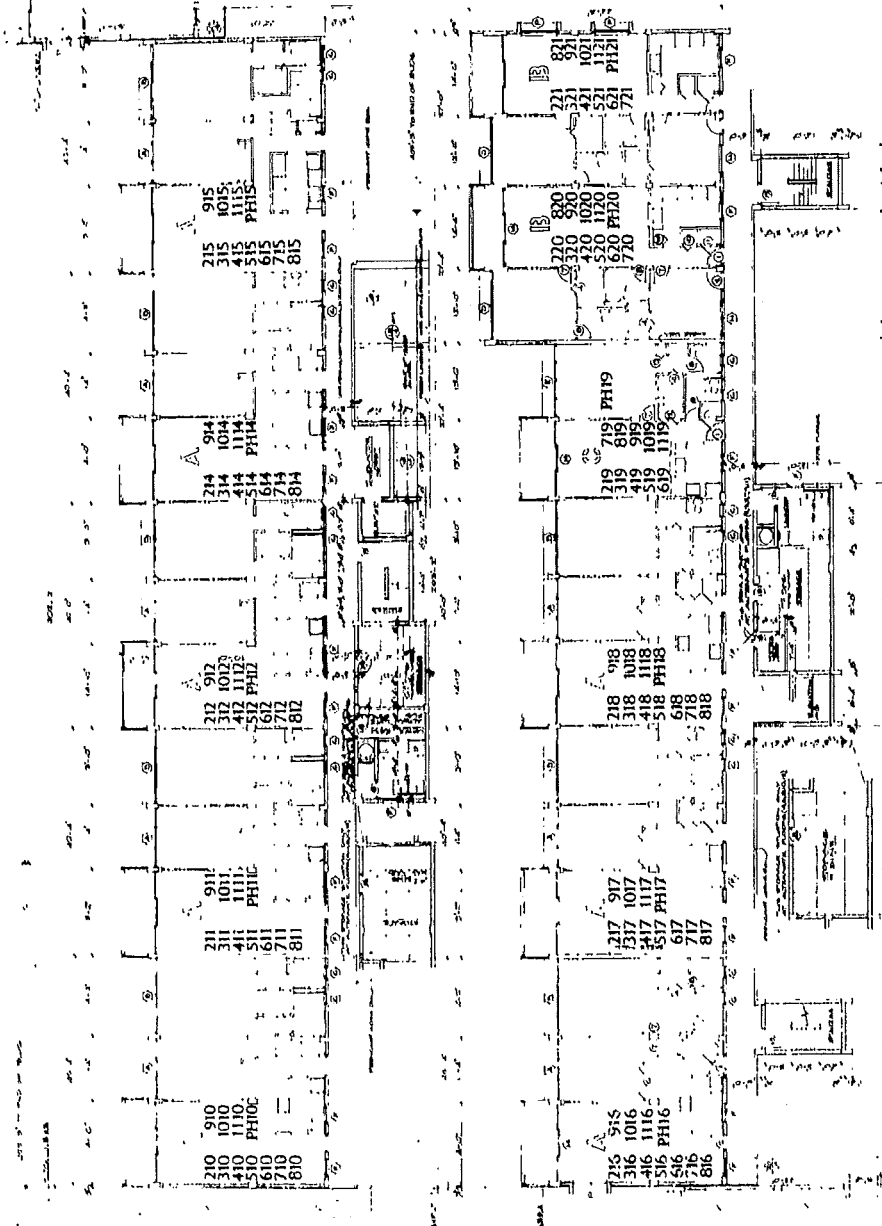
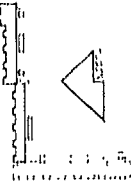
SCALE
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PROJECT
 WATERFORD POINT A CONDOMINIUM

ARCHITECT
 CHARL A. PEPPER & DAVID E. MARTIN</

BK 4826

OFF. REC. 4826 PAGE 790



TYPICAL FLOOR PLAN CONTINUED SCALE 1/8" = 1'-0"

WATERFORD POINT, A CONDOMINIUM
 2000 W. BEACH BLVD., SUITE 200
 MIAMI BEACH, FLORIDA 33139
 DR. W. G. COOPER, LICENSED ARCHITECT

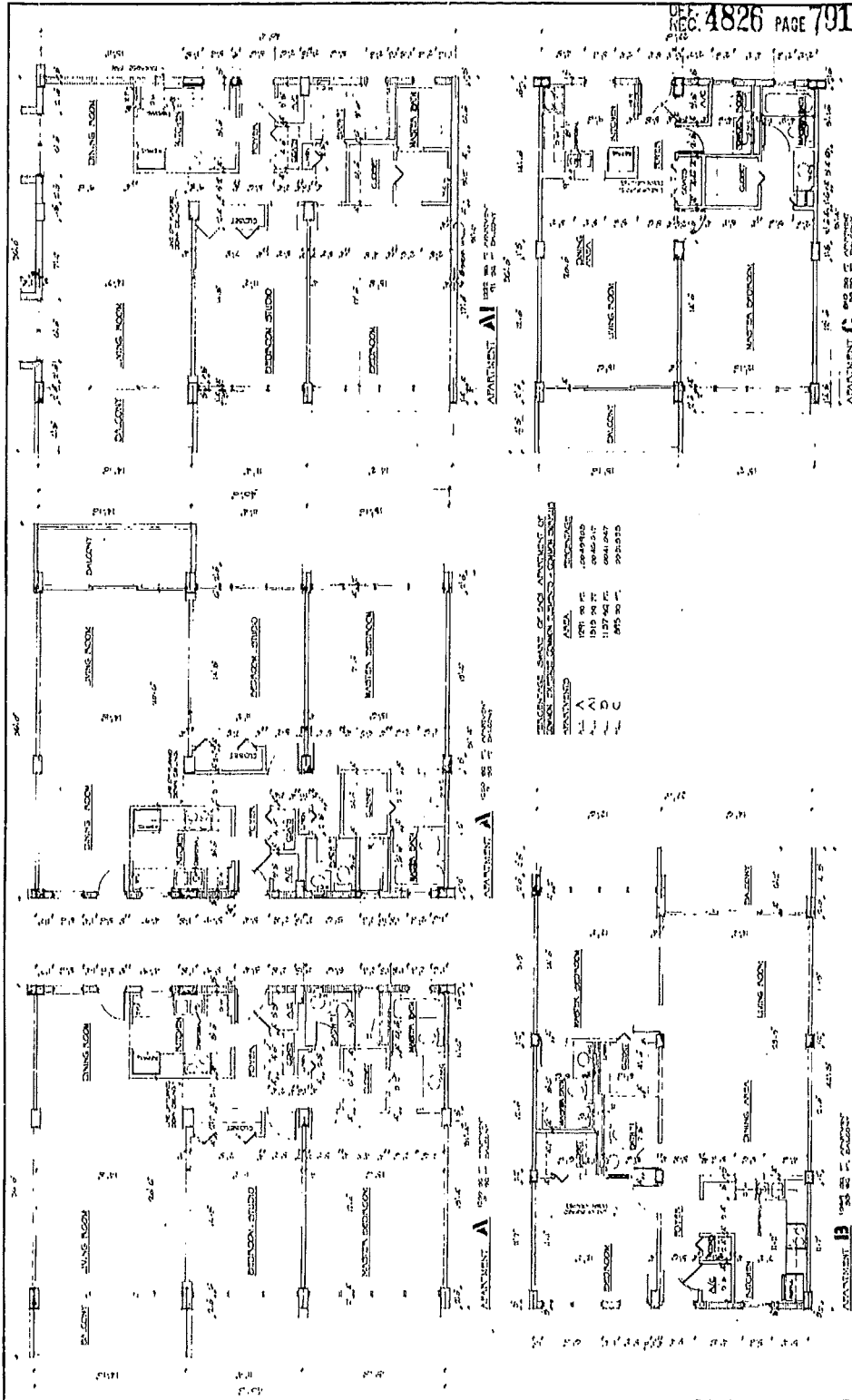
CARL A. PEDERSEN
 DAVID E. MARTIN

A.I.A.
 A.I.A.

REGISTERED ARCHITECTS

DATE	REVISION	BY	DATE

PROJECT A
 WATERFORD POINT
 CONDOMINIUM



WATERFORD POINT A CONDOMINIUM
 1000 PACIFIC BEACH, TORONTO, ONTARIO
 FOR: M. J. GREGORY CORP.

DESIGNERS:
 CARL A. PETERSEN
 JAMES E. MARTIN

REGISTERED ARCHITECTS

REGISTERED ARCHITECTS
 A.I.A. 1000
 A.I.A. 1001
 A.I.A. 1002
 A.I.A. 1003
 A.I.A. 1004
 A.I.A. 1005
 A.I.A. 1006
 A.I.A. 1007
 A.I.A. 1008
 A.I.A. 1009
 A.I.A. 1010
 A.I.A. 1011
 A.I.A. 1012
 A.I.A. 1013
 A.I.A. 1014
 A.I.A. 1015
 A.I.A. 1016
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 A.I.A. 1022
 A.I.A. 1023
 A.I.A. 1024
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OFF. REC. 4826 PAGE 792

EXHIBIT A
PAGE 8
A PART OF RECORD

DATE
REVISION
BY
NO. 703

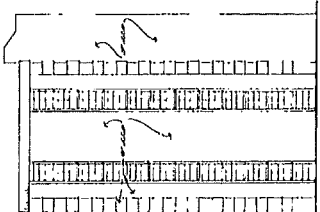
REVISION
DESCRIPTION

DATE
BY

1.1.1
1.1.1
200 S.W. 10th STREET
MIAMI BEACH, FLORIDA

CARL A. PETERSEN
DAVID E. MARTIN
STATISTIS

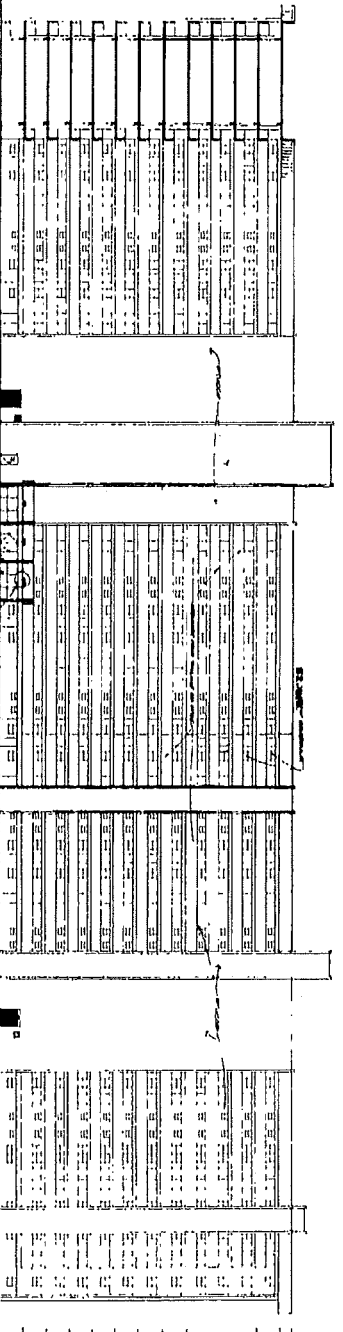
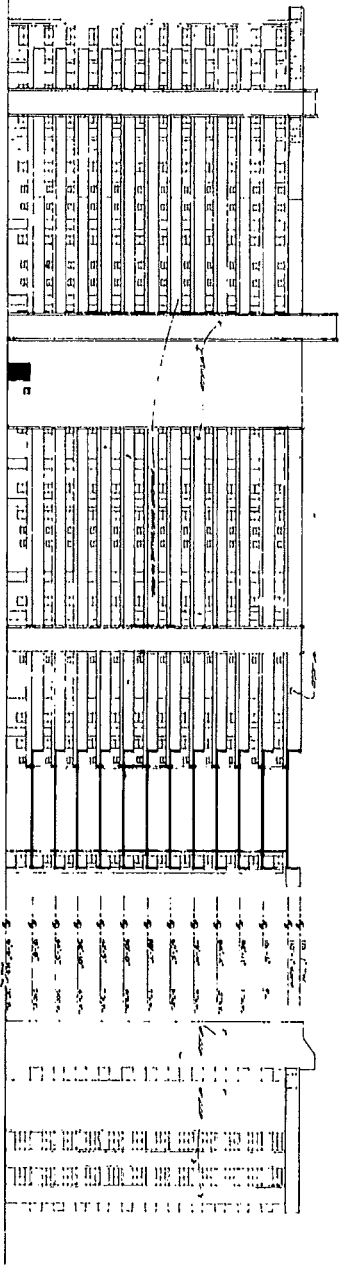
WATERFORD POINT A CONDOMINIUM
MIAMI BEACH, FLORIDA
FOR W. J. CROCKER CORP.



SOUTH WEST ELEVATION

- 1. 1/2" = 1'-0"
- 2. FINISH TO EXTERIOR SURFACE
- 3. FINISH TO INTERIOR SURFACE
- 4. FINISH TO TOP OF SLAB
- 5. FINISH TO BOTTOM OF SLAB
- 6. FINISH TO TOP OF CURB
- 7. FINISH TO BOTTOM OF CURB
- 8. FINISH TO TOP OF FINISH FLOOR
- 9. FINISH TO BOTTOM OF FINISH FLOOR
- 10. FINISH TO TOP OF CEILING
- 11. FINISH TO BOTTOM OF CEILING
- 12. FINISH TO TOP OF WALL
- 13. FINISH TO BOTTOM OF WALL
- 14. FINISH TO TOP OF DOOR
- 15. FINISH TO BOTTOM OF DOOR
- 16. FINISH TO TOP OF WINDOW
- 17. FINISH TO BOTTOM OF WINDOW
- 18. FINISH TO TOP OF STAIR
- 19. FINISH TO BOTTOM OF STAIR
- 20. FINISH TO TOP OF BALCONY
- 21. FINISH TO BOTTOM OF BALCONY
- 22. FINISH TO TOP OF TERRACE
- 23. FINISH TO BOTTOM OF TERRACE
- 24. FINISH TO TOP OF DRIVEWAY
- 25. FINISH TO BOTTOM OF DRIVEWAY
- 26. FINISH TO TOP OF PAVEMENT
- 27. FINISH TO BOTTOM OF PAVEMENT
- 28. FINISH TO TOP OF GRASS
- 29. FINISH TO BOTTOM OF GRASS
- 30. FINISH TO TOP OF LANDSCAPE
- 31. FINISH TO BOTTOM OF LANDSCAPE
- 32. FINISH TO TOP OF FENCE
- 33. FINISH TO BOTTOM OF FENCE
- 34. FINISH TO TOP OF SIGN
- 35. FINISH TO BOTTOM OF SIGN
- 36. FINISH TO TOP OF LIGHT
- 37. FINISH TO BOTTOM OF LIGHT
- 38. FINISH TO TOP OF UTILITY
- 39. FINISH TO BOTTOM OF UTILITY
- 40. FINISH TO TOP OF MECHANICAL
- 41. FINISH TO BOTTOM OF MECHANICAL
- 42. FINISH TO TOP OF ELECTRICAL
- 43. FINISH TO BOTTOM OF ELECTRICAL
- 44. FINISH TO TOP OF PLUMBING
- 45. FINISH TO BOTTOM OF PLUMBING
- 46. FINISH TO TOP OF HVAC
- 47. FINISH TO BOTTOM OF HVAC
- 48. FINISH TO TOP OF ROOF
- 49. FINISH TO BOTTOM OF ROOF
- 50. FINISH TO TOP OF FOUNDATION
- 51. FINISH TO BOTTOM OF FOUNDATION
- 52. FINISH TO TOP OF CONCRETE
- 53. FINISH TO BOTTOM OF CONCRETE
- 54. FINISH TO TOP OF BRICK
- 55. FINISH TO BOTTOM OF BRICK
- 56. FINISH TO TOP OF STONE
- 57. FINISH TO BOTTOM OF STONE
- 58. FINISH TO TOP OF TILE
- 59. FINISH TO BOTTOM OF TILE
- 60. FINISH TO TOP OF CARPET
- 61. FINISH TO BOTTOM OF CARPET
- 62. FINISH TO TOP OF WOOD
- 63. FINISH TO BOTTOM OF WOOD
- 64. FINISH TO TOP OF PAINT
- 65. FINISH TO BOTTOM OF PAINT
- 66. FINISH TO TOP OF GLASS
- 67. FINISH TO BOTTOM OF GLASS
- 68. FINISH TO TOP OF METAL
- 69. FINISH TO BOTTOM OF METAL
- 70. FINISH TO TOP OF PLASTER
- 71. FINISH TO BOTTOM OF PLASTER
- 72. FINISH TO TOP OF GYPSUM
- 73. FINISH TO BOTTOM OF GYPSUM
- 74. FINISH TO TOP OF STUCCO
- 75. FINISH TO BOTTOM OF STUCCO
- 76. FINISH TO TOP OF MORTAR
- 77. FINISH TO BOTTOM OF MORTAR
- 78. FINISH TO TOP OF SAND
- 79. FINISH TO BOTTOM OF SAND
- 80. FINISH TO TOP OF GRAVEL
- 81. FINISH TO BOTTOM OF GRAVEL
- 82. FINISH TO TOP OF ASPHALT
- 83. FINISH TO BOTTOM OF ASPHALT
- 84. FINISH TO TOP OF BITUMEN
- 85. FINISH TO BOTTOM OF BITUMEN
- 86. FINISH TO TOP OF POLYMER
- 87. FINISH TO BOTTOM OF POLYMER
- 88. FINISH TO TOP OF RUBBER
- 89. FINISH TO BOTTOM OF RUBBER
- 90. FINISH TO TOP OF LEAD
- 91. FINISH TO BOTTOM OF LEAD
- 92. FINISH TO TOP OF ZINC
- 93. FINISH TO BOTTOM OF ZINC
- 94. FINISH TO TOP OF COPPER
- 95. FINISH TO BOTTOM OF COPPER
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- 97. FINISH TO BOTTOM OF ALUMINUM
- 98. FINISH TO TOP OF STEEL
- 99. FINISH TO BOTTOM OF STEEL
- 100. FINISH TO TOP OF IRON
- 101. FINISH TO BOTTOM OF IRON
- 102. FINISH TO TOP OF BRASS
- 103. FINISH TO BOTTOM OF BRASS
- 104. FINISH TO TOP OF SILVER
- 105. FINISH TO BOTTOM OF SILVER
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- 107. FINISH TO BOTTOM OF GOLD
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- 109. FINISH TO BOTTOM OF PLATINUM
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- 111. FINISH TO BOTTOM OF DIAMOND
- 112. FINISH TO TOP OF JEWELRY
- 113. FINISH TO BOTTOM OF JEWELRY
- 114. FINISH TO TOP OF CLOTHING
- 115. FINISH TO BOTTOM OF CLOTHING
- 116. FINISH TO TOP OF SHOES
- 117. FINISH TO BOTTOM OF SHOES
- 118. FINISH TO TOP OF ACCESSORIES
- 119. FINISH TO BOTTOM OF ACCESSORIES
- 120. FINISH TO TOP OF BAGS
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- 122. FINISH TO TOP OF HATS
- 123. FINISH TO BOTTOM OF HATS
- 124. FINISH TO TOP OF GLASSES
- 125. FINISH TO BOTTOM OF GLASSES
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- 127. FINISH TO BOTTOM OF CONTACTS
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- 151. FINISH TO BOTTOM OF TRAVEL
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WATERFORD POINT A CONDOMINIUM
 FORTLAUDERDALE BEACH, FLORIDA
 202 W. J. GEORGEY COR2

EARL A. FERRELL
 ARCHITECTS
 2015 S.W. 10th Street
 Fort Lauderdale, Florida

PERMITTED
 7/28/2008

DATE: 7/28/08
 PAGE: 9
 OF: 10

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 PAGE 793

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EXHIBIT A, PAGE 10
CERTIFICATE OF ARCHITECT

MADE

THIS 16 DAY OF MARCH, 1972.

I, CARL A. PETERSEN of Pompano Beach, Florida, certify as follows:

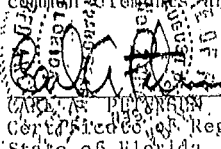
1. I am an architect authorized to practice in the State of Florida.

2. This certificate is made as to WATERFORD POINT, a condominium located at 801 South Federal Highway, Pompano Beach, Broward County, Florida, and in compliance with Section 711.08 (1) (e), Florida Statutes, 1971.

3. The following Exhibits to Declaration of Condominium:

- | | |
|-------------------|--------------------------------------|
| Exhibit A, Page 1 | Final Survey |
| Exhibit A, Page 2 | Site Plan |
| Exhibit A, Page 3 | Partial First Floor Plan |
| Exhibit A, Page 4 | Continuation of First Floor Plan |
| Exhibit A, Page 5 | Typical Floor Plan |
| Exhibit A, Page 6 | Continuation of Typical Floor Plan |
| Exhibit A, Page 7 | Typical Apartment Plans |
| Exhibit A, Page 8 | North, West, and Southwest Elevation |
| Exhibit A, Page 9 | East, South and East North Elevation |

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



 CARL A. PETERSEN
 Certified Architect, Registration No. 2466
 State of Florida

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