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DECLARATION OF CONDOMINIUM  
ESTABLISHING  
KENLAND POINTE CONDOMINIUM II

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**KENLAND POINTE CONDOMINIUM II**

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**DECLARATION OF CONDOMINIUM**  
**ESTABLISHING**  
**KENLAND POINTE CONDOMINIUM II**

CHARTERLAND ASSOCIATES, a joint venture under the laws of the State of Florida comprised of KENLAND CORP. and AMERIFIRST DEVELOPMENT CORPORATION, formerly CHARTER I, INC., both Florida corporations, having a principal place of business in Dade County, Florida, does hereby make and declare this Declaration of Condominium for KENLAND POINTE CONDOMINIUM II, being the property and improvements hereinafter described.

**I**

**ESTABLISHMENT OF CONDOMINIUM**

CHARTERLAND ASSOCIATES, hereinafter called "DEVELOPER", is the owner of the fee simple title to the property situate in the County of Dade and State of Florida, more particularly described as follows, to-wit:

A portion of Tract "A" of KENLAND POINTE, according to the Plat thereof, as recorded in Plat Book 121, Page 45, of the Public Records of Dade County, Florida, as more particularly described on Page 2 of Exhibit "A" hereto attached

hereinafter called "the PROPERTY", on which are dwelling units and other appurtenant improvements. DEVELOPER hereby submits the above described property and improvements to condominium ownership, and hereby declares the same to be a condominium to be known and identified as KENLAND POINTE CONDOMINIUM II, hereinafter referred to as "CONDOMINIUM".

**II**

**SURVEY AND DESCRIPTION OF IMPROVEMENTS**

Attached hereto and expressly made a part hereof as Exhibit "A", consisting of 18 pages, is a survey of the land and graphic description and plot plan of the improvements constituting the CONDOMINIUM, identifying the PRIVATE DWELLINGS (sometimes referred to in this Declaration and other documents relating to the CONDOMINIUM as "Units") and COMMON PROPERTY, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each PRIVATE DWELLING is separately and distinctly identified as designated on Exhibit "A" and no PRIVATE DWELLING bears the same designation as any other PRIVATE DWELLING. Exhibit "A" also contains a survey of the land and graphic description of the improvements constituting the recreation parcel and facilities which are not part of the CONDOMINIUM but which are for the benefit of residents of the CONDOMINIUM and residents of other portions of the land platted in the public records of Dade County, Florida, as KENLAND POINTE subdivision, as described in Article XXXV.

IIIPRIVATE DWELLINGS AND COMMON PROPERTY

The CONDOMINIUM consists of PRIVATE DWELLINGS and COMMON PROPERTY as said terms are defined in this ARTICLE.

PRIVATE DWELLINGS (or "Units"), as the term is used herein, shall mean the 80 Dwelling Units designated and identified in Exhibit "A" to this Declaration of Condominium and the storage closets, if any, appurtenant to each dwelling unit, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit and appurtenant storage closet, if any, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to PRIVATE DWELLINGS and COMMON PROPERTY, and including any connecting balconies and patios (including in patios only the space between the normal grass root line in sodded areas or open ground or the unfinished inner surface of any floor and the plane of the unfinished inner surface of the highest ceiling in the Dwelling Unit). Each storage closet bearing the same designation on Exhibit "A" as a particular Dwelling Unit with the addition to said designation of the Letter "S" is appurtenant to said Dwelling Unit and is included in the PRIVATE DWELLING with that Dwelling Unit as a part of the PRIVATE DWELLING.

COMMON PROPERTY, as the term is used herein, shall mean all of the real property, improvements, and facilities of the CONDOMINIUM other than the PRIVATE DWELLINGS as same are hereinabove defined, and shall include easements through PRIVATE DWELLINGS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to PRIVATE DWELLINGS and COMMON PROPERTY and easements of support in every portion of a PRIVATE DWELLING which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such PRIVATE DWELLINGS.

The terms "PRIVATE DWELLING" and "COMMON PROPERTY" as used in this Declaration include, respectively, the terms "units" and "common elements", as defined in Section 718.103, Florida Statutes, 1983, and are directly analogous to, in amplification of and not inconsistent with said statutorily defined terms.

IVOWNERSHIP OF PRIVATE DWELLING AND APPURTENANT INTEREST IN COMMON PROPERTY

Each PRIVATE DWELLING shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each PRIVATE DWELLING shall own, as an appurtenance to the ownership of each PRIVATE DWELLING, an undivided interest in the COMMON PROPERTY in the percentage indicated for each respective PRIVATE DWELLING on Exhibit "B" hereto attached. The percentage of undivided interest in the COMMON PROPERTY assigned to each PRIVATE DWELLING shall not be changed except with the unanimous consent of all of the owners of all of the PRIVATE DWELLINGS.

VRESTRICTION AGAINST FURTHER SUBDIVIDING OF PRIVATE DWELLINGS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No PRIVATE DWELLING may be divided or subdivided into a smaller Unit or smaller Units than as shown on Exhibit "A" hereto, nor shall any PRIVATE DWELLING or portion thereof be added to or incorporated into any other PRIVATE DWELLING. The undivided interest in the COMMON PROPERTY

declared to be an appurtenance to a PRIVATE DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said PRIVATE DWELLING. The undivided interest in COMMON PROPERTY appurtenant to a PRIVATE DWELLING shall be deemed conveyed, devised, encumbered or otherwise included with the PRIVATE DWELLING even though such parcel and/or undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such PRIVATE DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any PRIVATE DWELLING, which describes said PRIVATE DWELLING by the PRIVATE DWELLING designation assigned thereto in Exhibit "A" without limitation or exception, shall be deemed and construed to affect the entire PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY. Nothing herein contained shall be construed as limiting or preventing ownership of any PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

#### VI

#### THE CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The PRIVATE DWELLING and COMMON PROPERTY, are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said PRIVATE DWELLINGS, and COMMON PROPERTY and setting forth the obligations and responsibilities incident to ownership of each PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY.

#### VII

#### PERPETUAL NONEXCLUSIVE EASEMENT IN COMMON PROPERTY

The COMMON PROPERTY shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of PRIVATE DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of PRIVATE DWELLINGS. Notwithstanding anything above provided in this ARTICLE, the ASSOCIATION, identified in ARTICLE IX, shall have the right to establish the rules and regulations for use of the COMMON PROPERTY.

#### VIII

#### EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

If any PRIVATE DWELLING shall encroach upon any COMMON PROPERTY for any reason not caused by the purposeful or negligent act of the PRIVATE DWELLING owner or owners, or agents of such owner or owners, then an easement appurtenant to such PRIVATE DWELLING shall exist for the continuance of such encroachment onto the COMMON PROPERTY for so long as such encroachment shall naturally exist; and, in the event that any portion of the COMMON PROPERTY shall encroach upon any PRIVATE DWELLING, then an easement shall exist for the continuance of such encroachment of the COMMON PROPERTY into any PRIVATE DWELLING for so long as such encroachment shall naturally exist.

IXADMINISTRATION OF THE CONDOMINIUM BY ASSOCIATION; MEMBERSHIP  
AND VOTING APPURTENANT TO PRIVATE DWELLINGS

To provide efficiently and effectively for the administration of the CONDOMINIUM by the owners of PRIVATE DWELLINGS, a nonprofit Florida corporation, known and designated as KENLAND POINTE CONDOMINIUM II, INC., herein called "ASSOCIATION", has been organized, and said corporation will administer the operation and management of the CONDOMINIUM, and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and By-Laws. A copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "C" and "D", respectively. The owner or owners of each PRIVATE DWELLING shall automatically become a member or members of said corporation upon his, her, their or its acquisition of an ownership interest in title to any PRIVATE DWELLING, and the membership of such owner and owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such PRIVATE DWELLING, regardless of the means by which such ownership may be divested. On all matters on which the Membership of the ASSOCIATION shall be entitled to vote, there shall be one vote for each PRIVATE DWELLING, which vote may be cast by the owner or owners of each PRIVATE DWELLING in such manner as shall be provided by said Articles of Incorporation and By-Laws. No person, firm or corporation holding any lien, mortgage, or other encumbrance upon any PRIVATE DWELLING shall be entitled, by virtue of such lien, mortgage or other encumbrance to Membership in said ASSOCIATION, or to any of the rights or privileges of such Membership. In the administration of the operation and management of the CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such reasonable rules and regulations governing the use of the PRIVATE DWELLINGS, LIMITED COMMON PROPERTY and COMMON PROPERTY as the Board of Directors of said ASSOCIATION may deem to be in the best interests of the ASSOCIATION and the CONDOMINIUM.

XRESIDENTIAL USE RESTRICTIONS APPLICABLE  
TO PRIVATE DWELLINGS

Each PRIVATE DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any PRIVATE DWELLING shall permit the use of the same for transient, hotel or commercial purposes. Except for use by lessees under leases pursuant to ARTICLE XXI, Corporate Members other than DEVELOPER shall only permit the use of their PRIVATE DWELLINGS by their principal officers or directors, or guests of such officers and directors, provided, however, that any Corporate Member shall sign and deliver to ASSOCIATION a written statement designating the name of the party or parties entitled to use its PRIVATE DWELLING executed by the Corporate Member and the designated party or parties in favor of the ASSOCIATION, whereby such party or parties agree to comply with the terms and provisions of this Declaration of Condominium, and of the rules and regulations which may be promulgated by ASSOCIATION from time to time, acknowledging that the designated party's or parties' right to use such PRIVATE DWELLING shall exist only so long as the Corporation shall continue to be a Member of ASSOCIATION. Upon demand by ASSOCIATION to any Corporate Member to remove such party given permission to use a PRIVATE DWELLING owned by such Corporate Member, for failure of such user to comply with the terms and provisions of the Declaration of Condominium or the rules and regulations of the ASSOCIATION or for any other reason, the Corporate Member shall forthwith cause such user to be removed, failing which, the ASSOCIATION, as agent of the owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the ASSOCIATION shall be at the cost and expense of the owner who shall reimburse



ASSOCIATION therefor upon demand, together with such attorney's fees as the ASSOCIATION may have incurred in the premises. The provisions of this ARTICLE do not apply to DEVELOPER who is hereby expressly exempted from same.

XI

USE OF COMMON PROPERTY SUBJECT TO RULES OF ASSOCIATION

The use of COMMON PROPERTY by the owner or owners of all PRIVATE DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the ASSOCIATION governing such use. The ASSOCIATION shall have the right to assign parking in parking areas and to establish limitations upon the size and kinds of vehicles and conveyances which may be parked or kept on the COMMON PROPERTY.

XII

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES;  
RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any PRIVATE DWELLING or of the COMMON PROPERTY, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any PRIVATE DWELLING shall permit or suffer anything to be done or kept in his PRIVATE DWELLING, or on the COMMON PROPERTY, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a PRIVATE DWELLING, or which interferes with the peaceful possession and proper use of any other PRIVATE DWELLING or the COMMON PROPERTY.

XIII

RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any PRIVATE DWELLING, regardless of whether the owner is present at the time of such emergency, the Board of Directors of ASSOCIATION, or any officer of ASSOCIATION or agent or manager authorized by the Board of Directors, shall have the right to enter such PRIVATE DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and may include forced entry without liability if necessary where keys to any PRIVATE DWELLING have not been deposited with the ASSOCIATION. To facilitate entry in the event of any such emergency, the owner of each PRIVATE DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key or keys to all locks on the entrances to such PRIVATE DWELLING.

XIV

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any PRIVATE DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON PROPERTY, the owner of each PRIVATE DWELLING shall permit the duly constituted and authorized agents of ASSOCIATION, to enter such PRIVATE DWELLING for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

## XV

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY PRIVATE DWELLINGS

No owner of a PRIVATE DWELLING shall permit there to be made any structural modifications or alterations in such PRIVATE DWELLING without first obtaining the written consent of the ASSOCIATION, which consent of ASSOCIATION may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION shall determine, in their sole discretion, that such structural modifications or alterations would adversely affect the CONDOMINIUM. If the modification or alteration desired by the owner of any PRIVATE DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services located therein. No owner shall cause any improvements or changes to be made on the exterior of the CONDOMINIUM, including painting or other decoration, or installation of electrical wiring, radio or television antennae, machines, or air conditioning units, or other structures or appliances, which may protrude through the walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of such PRIVATE DWELLING, without the prior written consent of ASSOCIATION. No structure, improvement, appliance, fixture, equipment or material of any kind may be installed, stored or kept on or in any balcony or patio without prior written consent of ASSOCIATION except plants and movable patio furniture of such size, condition and number as shall not be unsightly, any question in this regard to be determined by the Board of Directors in its sole discretion.

## XVI

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made alterations or improvements to the COMMON PROPERTY, provided that no such alteration or improvement shall be made which would prejudice the rights of the owner of any PRIVATE DWELLING in the use and enjoyment of his or her PRIVATE DWELLING and any appurtenant LIMITED COMMON PROPERTY, unless such owner's written consent has first been obtained. Such alterations and improvements shall be made only if first approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of PRIVATE DWELLINGS. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a PRIVATE DWELLING or PRIVATE DWELLINGS requesting the same, then the cost of such alterations or improvements shall be assessed against and collected solely from the owner or owners of the PRIVATE DWELLING or PRIVATE DWELLINGS exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION.

## XVII

MAINTENANCE AND REPAIR BY OWNERS OF PRIVATE DWELLINGS

Every owner shall perform promptly all maintenance and repair work within his PRIVATE DWELLING which, if omitted, would affect CONDOMINIUM Units belonging to other owners, and shall be responsible for any damages which his failure to do so may cause. The owner of each PRIVATE DWELLING shall be liable and responsible for the maintenance, repair, and replacement, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required

to provide water, light, power, air-conditioning or heating, fuel, telephone, radio, television, sewage and sanitary or other service to that PRIVATE DWELLING and which may be situated in that PRIVATE DWELLING. In addition to such responsibility for appliances and equipment situated in his PRIVATE DWELLING, every owner shall be responsible for maintenance, repair and replacement of the air-conditioning compressor and equipment serving his unit located in or upon common property and for such purpose shall employ only such parties and conduct only such operations as shall be approved by ASSOCIATION, which approval shall not be unreasonably denied. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may place or maintain in his PRIVATE DWELLING.

The floor and interior walls of any balconies or terraces and the grounds, sod and landscaping in any patios or courtyards included in or attached to any PRIVATE DWELLING shall be maintained by the owners thereof at their own expense. Although windows, sliding glass doors and plate glass installations, as the case may be, are part of the COMMON PROPERTY, ordinary maintenance and repair on windows, sliding glass doors and plate glass, shall be performed by each PRIVATE DWELLING owner at his own cost and expense. Repair or replacement of window, sliding glass door or plate glass installations occasioned by reason of damage covered by insurance maintained by ASSOCIATION shall be paid for as provided in the next succeeding ARTICLE. Where loss or damage to drywall beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and ceilings, or any PRIVATE DWELLING, and to any utility lines leading from a PRIVATE DWELLING to the point of common connection with any such lines which also serve other PRIVATE DWELLINGS and COMMON PROPERTY, is caused by the fault or negligence of the owner of any PRIVATE DWELLING, the costs of the repair and replacement thereof shall be the responsibility and liability of such owner, although such owner shall have the benefit of any insurance proceeds to be applied toward the cost of repair and replacement where applicable. The last mentioned repair and replacement may be performed by the ASSOCIATION, at its election. Where under this ARTICLE any maintenance, repair, or replacement is performed by the ASSOCIATION and the owner of any PRIVATE DWELLING is liable for payment therefor, the ASSOCIATION shall have the right to make, levy and collect a special assessment against the owner of such PRIVATE DWELLING and such owner's PRIVATE DWELLING.

Whenever the maintenance, repair and replacement of any items for which the owner of a PRIVATE DWELLING is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trustee hereafter designated, shall be used for the purpose of making such maintenance, repair or replacement. The owner of such PRIVATE DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductible provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement and shall pay such costs therefor as are not covered by any such insurance.

### XVIII

#### MAINTENANCE AND REPAIR OF COMMON PROPERTY BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of the COMMON PROPERTY, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON PROPERTY for the furnishing of utility services to the PRIVATE DWELLINGS and said COMMON PROPERTY and should any incidental damage be caused to any PRIVATE DWELLING by virtue of any work which may be done or caused to be

done by ASSOCIATION in the maintenance, repair or replacement of COMMON PROPERTY, the said ASSOCIATION shall, at its expense, repair such incidental damage. Whenever repair or replacement of windows, sliding glass doors, plate glass installations, or screening is necessitated by any casualty covered by insurance carried by ASSOCIATION, the cost and expense of such repair or replacement up to the amount of its said insurance recovery after application thereof to restoration of any other covered damage shall be paid by ASSOCIATION, with any additional cost and expense to be paid by each PRIVATE DWELLING owner; otherwise the repair and replacement of all such installations shall be performed by each PRIVATE DWELLING owner for his PRIVATE DWELLING at his cost and expense.

XIX

PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF PRIVATE DWELLING AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each PRIVATE DWELLING may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's PRIVATE DWELLING or upon the COMMON PROPERTY. All such insurance obtained by the owner of each PRIVATE DWELLING shall, wherever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of PRIVATE DWELLINGS, ASSOCIATION, and the respective servants, agents, and guests of said other owners and ASSOCIATION. Risk of loss of or damage to any furniture, furnishings, personal effects, and other personal property (other than furniture, furnishings and personal property constituting a portion of the COMMON PROPERTY) belonging to the owner of each PRIVATE DWELLING, or which may be kept by any such owner in any PRIVATE DWELLING, shall be borne by such owner. All furniture, furnishings, and personal property constituting a portion of the COMMON PROPERTY shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of a PRIVATE DWELLING shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON-PROPERTY, except for any mandatory obligation imposed upon such owner by law.

XX

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION;  
INSURANCE TRUSTEE, APPOINTMENT AND DUTIES;  
USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the PRIVATE DWELLINGS, COMMON PROPERTY and the operation and management of the CONDOMINIUM, to-wit:

- A) Hazard insurance covering all of the PRIVATE DWELLINGS and COMMON PROPERTY in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier; or, if approved, by the Board of Directors of ASSOCIATION, said hazard insurance may be carried on not less than 80% co-insurance basis; such coverage to afford protection against (i) loss or damage by fire and other hazards covered by the standard extended coverage and other perils endorsement, subject to such deductible provision as the Board of Directors of ASSOCIATION may approve from time to time; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, flood and war risk insurance, if available.

- B) Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all PRIVATE DWELLINGS, including, but not limited to, hired automobile, non-owned automobile and off-premises employee coverage.
- C) Workmen's Compensation insurance to meet the requirements of law.
- D) Such other insurance coverage as the Board of Directors of ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interests of ASSOCIATION and the owners of all of the PRIVATE DWELLINGS.

All liability insurance maintained by ASSOCIATION shall contain liability endorsements to cover liability of all owners of PRIVATE DWELLINGS as a group to each PRIVATE DWELLING owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all PRIVATE DWELLINGS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successors, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all PRIVATE DWELLINGS and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and is appointed Authorized Agent for all of the owners of all PRIVATE DWELLINGS for the purpose of filing such Proofs of Loss as may be required under any policy or policies of casualty insurance, and negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy of casualty insurance and resulting in loss of or damage to insured property. Proof of Loss and/or any Release of Liability executed by ASSOCIATION shall be binding upon all owners of all PRIVATE DWELLINGS and their respective Mortgagees and other parties who may claim any lien or encumbrance upon their respective PRIVATE DWELLINGS.

The Board of Directors of ASSOCIATION shall have the right to select the insurance company or companies with whom insurance coverage may be placed and shall have the right to designate the Insurance Trustee. All parties beneficially interested in such insurance coverage shall be bound by such selection so made.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any casualty insurance policy, nor for the sufficiency of coverage, nor for the form or content of any such policy, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of ASSOCIATION and the owners of all PRIVATE DWELLINGS and their respective Mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of PRIVATE DWELLINGS and their mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of

property, the Insurance Trustee may rely upon a Certificate of the President or Secretary of the ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each PRIVATE DWELLING, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each PRIVATE DWELLING, and the respective percentages of any distribution which may be required to be made to the owner or owners of any PRIVATE DWELLING or PRIVATE DWELLINGS, and their respective mortgagees, as his or their respective interests may appear, or to certify the name or names of the party or parties to whom payments are to be made for repair, replacement or reconstruction of property. In the event any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a PRIVATE DWELLING shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a cash distribution to the owner or owners of any PRIVATE DWELLING or PRIVATE DWELLINGS and their respective mortgagee or mortgagees as herein authorized.

In the event of the loss of or damage to only COMMON PROPERTY, which loss or damage is covered by casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of such COMMON PROPERTY, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the PRIVATE DWELLINGS and their respective mortgagees, the distribution to be separately made to the owner of each PRIVATE DWELLING and his respective mortgagee or mortgagees, as their respective interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each PRIVATE DWELLING and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as the undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING bears to the total undivided interest in COMMON PROPERTY appurtenant to all PRIVATE DWELLINGS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The moneys to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event, may be paid by ASSOCIATION out of its Reserve For Replacement Fund, and if the sum in such Reserve For Replacement Fund is not sufficient, then ASSOCIATION shall levy and collect a special assessment against the owners of all PRIVATE DWELLINGS and said PRIVATE DWELLINGS in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of loss of or damage to COMMON PROPERTY and any PRIVATE DWELLING or PRIVATE DWELLINGS, which loss or damage is covered by casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of COMMON PROPERTY, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement, or reconstruction of any PRIVATE DWELLING or PRIVATE DWELLINGS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON PROPERTY and the PRIVATE DWELLING or PRIVATE DWELLINGS sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all PRIVATE DWELLINGS, and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair,

replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the COMMON PROPERTY and the PRIVATE DWELLING or PRIVATE DWELLINGS sustaining any loss or damage. If the proceeds of said insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to COMMON PROPERTY, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any PRIVATE DWELLING or PRIVATE DWELLINGS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the PRIVATE DWELLING or PRIVATE DWELLINGS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON PROPERTY and PRIVATE DWELLING or PRIVATE DWELLINGS. In said latter event, the assessment to be levied and collected from the owner or owners of each PRIVATE DWELLING or PRIVATE DWELLINGS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of a PRIVATE DWELLING and his PRIVATE DWELLING shall bear the same proportion to the total assessment levied against all of said owners of PRIVATE DWELLINGS sustaining loss or damage as the cost of repair, replacement or reconstruction of each owner's PRIVATE DWELLING bears to the cost applicable to all of said PRIVATE DWELLINGS sustaining loss or damage. If the insurance proceeds payable to the Insurance Trustee in the event of the loss of or damage to COMMON PROPERTY and PRIVATE DWELLING or PRIVATE DWELLINGS is not in an amount which will pay for the complete repair, replacement or reconstruction of the COMMON PROPERTY, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON PROPERTY before being applied to the repair, replacement or reconstruction of a PRIVATE DWELLING or PRIVATE DWELLINGS, then the cost to repair, replace or reconstruct said COMMON PROPERTY in excess of available insurance proceeds shall be levied and collected as an assessment from all of the owners of all PRIVATE DWELLINGS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON PROPERTY and the cost of repair, replacement or reconstruction of each PRIVATE DWELLING or PRIVATE DWELLINGS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of PRIVATE DWELLING or PRIVATE DWELLINGS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of PRIVATE DWELLING or PRIVATE DWELLINGS sustaining such loss or damage.

In the event of loss of or damage to property covered by the casualty insurance, ASSOCIATION shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place such damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the Membership of ASSOCIATION. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional moneys required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of PRIVATE DWELLINGS or only by the owner or owners of any PRIVATE DWELLING or PRIVATE DWELLINGS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the moneys payable under any casualty insurance policy.

In the event of loss of or damage to personal property belonging to ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON PROPERTY, and should the Board of Directors of ASSOCIATION determine not to replace such personal

property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all PRIVATE DWELLINGS and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

Contracts for repair, replacement or reconstruction of loss or damage shall be let by the Board of Directors in name of ASSOCIATION and said Board of Directors shall authorize payments to be made thereunder by Insurance Trustee. Board of Directors may enter into such agreement with the Insurance Trustee as it may deem in the best interest of ASSOCIATION for purpose of effectuating the intent hereof.

Notwithstanding anything to the contrary, if any insured loss or damage shall occur and there is any excess of insurance proceeds over the costs of the repair, replacement or reconstruction of COMMON PROPERTY and PRIVATE DWELLINGS, as the case may be, after application of such insurance proceeds to repair, replacement or reconstruction as previously called for herein, such excess may be put into reserve account or accounts maintained by the ASSOCIATION if the ASSOCIATION so elects, provided that such contribution shall not cause any reserve to exceed any limitations upon such reserve.

XXI

RIGHT OF FIRST REFUSAL TO ASSOCIATION TO LEASE  
OR PURCHASE PRIVATE DWELLINGS

With the exception of transfers of ownership of any PRIVATE DWELLING by one spouse to another AND AS OTHERWISE PROVIDED IN THE LAST PARAGRAPH OF THIS ARTICLE, should the owner of any PRIVATE DWELLING be desirous of leasing or selling such PRIVATE DWELLING, ASSOCIATION is hereby given and granted the right of first refusal to lease or purchase such PRIVATE DWELLING, as the case may be, on the terms and conditions herein stated, and no owner of a PRIVATE DWELLING shall lease or sell the same to any party without first giving the ASSOCIATION notice in writing of such lease or sale as herein provided, thereby giving ASSOCIATION the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said PRIVATE DWELLING on the same terms and conditions as those contained in any bona fide offer which the owner of such PRIVATE DWELLING may have received for the lease or purchase of his said PRIVATE DWELLING. Whenever the owner of any PRIVATE DWELLING has received a bona fide offer to lease or purchase his PRIVATE DWELLING and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in an amount equal to at least 10% of the purchase price if the same is an offer for the purchase of such PRIVATE DWELLING, the owner of such PRIVATE DWELLING shall notify the Board of Directors of ASSOCIATION in writing by registered or certified mail sent to the offices of said corporation, or by personal delivery made to the President or Secretary of said ASSOCIATION, of his desire to accept such offer for the lease or purchase of his PRIVATE DWELLING, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice.

If ASSOCIATION is desirous of exercising its option to lease or purchase said PRIVATE DWELLING on the same terms and conditions as are contained in said bona fide offer, then ASSOCIATION shall notify the owner of said PRIVATE DWELLING desiring to lease or sell the same of the exercise by ASSOCIATION of its election so to lease or purchase said PRIVATE DWELLING, such notice to be in writing and posted by registered or certified mail to said owner within fourteen (14) days from receipt by ASSOCIATION of owner's notice to said ASSOCIATION as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If ASSOCIATION has elected to lease or purchase such PRIVATE DWELLING, then, upon notifying the owner of such PRIVATE DWELLING of its election to lease or



purchase said PRIVATE DWELLING, ASSOCIATION shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer.

When any owner of a PRIVATE DWELLING has notified ASSOCIATION as above provided of his desire to lease or sell his PRIVATE DWELLING, such owner shall be free to consummate such lease or sale of his PRIVATE DWELLING, unless, within fourteen (14) days after the owner has delivered his required notice to ASSOCIATION, ASSOCIATION has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such PRIVATE DWELLING. However, in said event, the owner of said PRIVATE DWELLING shall not lease or sell said PRIVATE DWELLING to any party other than the party designated to the Board of Directors of ASSOCIATION in the afore-described and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to ASSOCIATION, without again giving ASSOCIATION the right of first refusal to lease or purchase such PRIVATE DWELLING in the manner above provided.

If the Board of Directors of ASSOCIATION shall so elect, it may cause its right of first refusal to lease or purchase any PRIVATE DWELLING to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of ASSOCIATION may elect to cause said PRIVATE DWELLING to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said PRIVATE DWELLING in the same manner as would ASSOCIATION upon its exercise of said right of first refusal to lease or purchase such PRIVATE DWELLING. Whenever such right of first refusal granted to ASSOCIATION is to be exercised in the name of a party approved by ASSOCIATION, notice of such election as required herein shall be executed by ASSOCIATION, and the party approved by the Board of Directors of said ASSOCIATION.

In the event that the owner of a PRIVATE DWELLING shall lease or sell such PRIVATE DWELLING without giving written notice to ASSOCIATION as herein provided, to the end that said Board of Directors of ASSOCIATION is not afforded the opportunity to determine whether or not it will elect to lease or purchase PRIVATE DWELLING prior to the consummation of such lease or purchase and on the terms and provisions thereof, then the said ASSOCIATION shall have the right to redeem said PRIVATE DWELLING from such lease or sale transaction by reimbursing the lessee for the amount of any rent paid in advance, by executing a lease in favor of the owner of such PRIVATE DWELLING identical with that being redeemed, or by refunding unto the purchaser of such PRIVATE DWELLING the purchase price paid therefor, in which latter event, the purchaser of such PRIVATE DWELLING shall convey the same to ASSOCIATION or to a party designated and approved by ASSOCIATION. The right of redemption granted herein shall exist for a period of six (6) months from the date on which such lease or sale may be consummated without prior notice to the Board of Directors of ASSOCIATION as required herein, or six (6) months from the date on which an elected officer of the ASSOCIATION shall have first obtained actual knowledge of same, whichever is later, but such PRIVATE DWELLING may not be redeemed by the ASSOCIATION from said lease or sale transaction after the expiration of said six (6) month period. In the event that such sale or lease of a PRIVATE DWELLING has been accomplished without the prior notice to the Board of Directors of ASSOCIATION as required herein, and without affording the said Board of Directors of ASSOCIATION the opportunity to determine whether or not it will exercise its first right to lease or purchase such PRIVATE DWELLING on the terms and conditions offered, then the lessee or purchaser in such transaction shall notify the Board of Directors of ASSOCIATION of his lease or purchase of such PRIVATE DWELLING, such notice to be in writing and to state the name and address and business, occupation or employment, if any, of such lessee or purchaser, and the terms and conditions of said lease or purchase, such notice to be in writing and to be delivered to ASSOCIATION in the same manner as such notice is required to be given prior to consummation of such lease or sale transaction. Thereafter, the Board of Directors of ASSOCIATION shall have forty-five (45) days from receipt of such notice within which to exercise the right of redemption granted to

ASSOCIATION and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said lease or purchase within said forty-five (45) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to ASSOCIATION to terminate and expire as to said lease or purchase transaction.

Notwithstanding the foregoing, no PRIVATE DWELLING shall be leased unless the terms and provisions of such lease shall provide that such PRIVATE DWELLING may not be sublet without the prior written approval of ASSOCIATION being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of PRIVATE DWELLINGS, LIMITED COMMON PROPERTY and COMMON PROPERTY contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by ASSOCIATION governing the use of same, and should any lessee not comply with such covenants, then ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to the owner, and in said respect, ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

Notwithstanding the foregoing provisions of this ARTICLE the right of first refusal granted to ASSOCIATION shall not apply to the following: (i) any foreclosure or other judicial sale of a PRIVATE DWELLING although the title thereto of the purchaser (other than an Institutional Lender as hereinafter defined in this Declaration of Condominium or DEVELOPER) at any foreclosure or judicial sale shall thereafter be subject to the right of first refusal granted to ASSOCIATION; (ii) any conveyance made by the owner of a PRIVATE DWELLING to an Institutional Lender in lieu of foreclosure; (iii) any lease or sale of any PRIVATE DWELLING and its appurtenances by DEVELOPER, or lease or sale of any PRIVATE DWELLING to DEVELOPER, or lease or sale of any PRIVATE DWELLING to a party approved by DEVELOPER so long as DEVELOPER is the owner of, lessee of, or holder of a Mortgage affecting or encumbering, any such PRIVATE DWELLING; (iv) any sale or lease by an Institutional Lender of a PRIVATE DWELLING acquired by foreclosure or deed in lieu of foreclosure; (v) any passage of title by reason of inheritance; and (vi) any transfer of a PRIVATE DWELLING by gift to a lineal descendent or ancestor or spouse of the owner thereof.

## XXII

### ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

ASSOCIATION shall maintain a Register setting forth the names of the owners of all of the PRIVATE DWELLINGS, and, in the event of the sale or transfer of any PRIVATE DWELLING to a third party, the purchaser or transferee shall promptly notify ASSOCIATION in writing of his interest in such PRIVATE DWELLING, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any PRIVATE DWELLING. Further, the owner of each PRIVATE DWELLING shall promptly notify ASSOCIATION of the names of the parties acquiring any mortgage or mortgages on any PRIVATE DWELLING, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holders of any mortgage or mortgages upon any PRIVATE DWELLING may, if they desire, notify ASSOCIATION of the existence of any mortgage or mortgages held by them on any PRIVATE DWELLING, and upon receipt of such notice, ASSOCIATION shall register same in its records.

## XXIII

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM. To provide the funds necessary for such operation and management, the ASSOCIATION is directed, empowered and authorized to levy and collect assessments against PRIVATE DWELLINGS and the owners thereof, as follows:

- A) All assessments levied against the owners of PRIVATE DWELLINGS and said PRIVATE DWELLINGS shall be uniform, and, unless specifically otherwise provided in this Declaration of Condominium, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a PRIVATE DWELLING and his PRIVATE DWELLING shall bear the same ratio to the total assessment made against all owners of PRIVATE DWELLINGS and their PRIVATE DWELLINGS as the undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING bears to the total undivided interest in COMMON PROPERTY appurtenant to all PRIVATE DWELLINGS. Should ASSOCIATION be the owner of any PRIVATE DWELLING or PRIVATE DWELLINGS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such PRIVATE DWELLING or PRIVATE DWELLINGS, reduced by the amount of income which may be derived from the leasing of such PRIVATE DWELLING or PRIVATE DWELLINGS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all PRIVATE DWELLINGS which are not owned by ASSOCIATION, based upon their proportionate interests in COMMON PROPERTY, exclusive of the interests therein appurtenant to any PRIVATE DWELLING or PRIVATE DWELLINGS owned by ASSOCIATION.
- B) The assessment levied against the owner of each PRIVATE DWELLING and his PRIVATE DWELLING shall be payable in such installments and at such times as may be determined by the Board of Directors of ASSOCIATION, subject to the requirements of applicable laws, and governmental rules and regulations.
- C) The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance, for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. As a common expense of the ASSOCIATION, there shall be included the cost of maintaining present or future leaseholds, memberships and other possessory, use, or fee interests in lands or facilities, including, but not limited to country clubs, golf clubs, marinas and other recreational and communal facilities, whether or not contiguous to the lands of the CONDOMINIUM, to provide enjoyment, recreation or other use or benefit to owners of PRIVATE DWELLINGS, except assessments by KENLAND POINTE PROPERTY OWNERS ASSOCIATION, INC., under the Declaration of Covenants and Restrictions referred to in ARTICLE XXXV. Upon adoption of such Annual Budget by the Board of Directors of ASSOCIATION, copies of said Budget shall be delivered to each owner of a PRIVATE DWELLING and the assessments for said year shall be established upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

- D) The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a reserve account or fund for capital expenditures, deferred maintenance and replacement of COMMON PROPERTY, which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural and functional elements and mechanical equipment constituting a part of COMMON PROPERTY, and the replacement of personal property which may constitute a portion of the COMMON PROPERTY held for the joint use and benefit of all of the owners of all PRIVATE DWELLINGS. The amount to be reserved shall be computed by a formula which shall be based upon the estimated life and estimated replacement cost of each reserve item. The amount to be allocated to such Reserve Fund For Replacement shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of COMMON PROPERTY. The amount collected and allocated to the Reserve Fund For Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any moneys in such Reserve Fund For Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of PRIVATE DWELLINGS are insufficient to meet the then financial requirements of ASSOCIATION, provided that at a duly called meeting of members at which a quorum is present, members owning a majority of the PRIVATE DWELLINGS represented at the meeting vote to so use said moneys and to reduce correspondingly the Reserve requirements. The members present at a duly called meeting of the members, by vote of a majority of the members present at a duly called meeting of the members, may determine for a fiscal year to provide no reserves or reserves less adequate than herein required and such determination shall be binding upon the Board of Directors for that fiscal year.
- E) The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of PRIVATE DWELLINGS, as a result of emergencies or for other causes placing financial stress upon the ASSOCIATION. The annual amount allocated to such operating reserve and collected therefor shall not exceed ten (10%) per cent of the current annual assessment levied against the owners of all PRIVATE DWELLINGS and their PRIVATE DWELLINGS. Upon accrual in said operating reserve of a sum equal to fifty (50%) per cent of the current annual assessment, no further payments shall be collected from the owners of PRIVATE DWELLINGS as a contribution to such operating reserve, unless such operating reserve shall be reduced below said fifty (50%) per cent level, in which event, contributions to such operating reserve may be included in the annual assessment so as to restore said operating reserve to an amount which will equal fifty (50%) per cent of the current annual amount of said assessments.
- F) All moneys collected by ASSOCIATION shall be treated as the separate property of said ASSOCIATION, and such moneys may be applied by ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said ASSOCIATION, and as moneys for any assessment are paid unto ASSOCIATION by any owner of a PRIVATE DWELLING, the same may be commingled with moneys paid to said ASSOCIATION by the other owners of PRIVATE DWELLINGS. Although all funds and common surplus, including other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON PROPERTY, shall be held for the

benefit of the members of ASSOCIATION, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his PRIVATE DWELLING. When the owner of a PRIVATE DWELLING shall cease to be a member of ASSOCIATION by reason of his divestment of ownership of such PRIVATE DWELLING, by whatever means, ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of ASSOCIATION, or which may have been paid to ASSOCIATION by such owner, as all moneys which any owner has paid to ASSOCIATION shall be and constitute an asset of said ASSOCIATION which may be used in the operation and management of the CONDOMINIUM.

- G) The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION on or before the due date for such payment. When in default for more than fifteen (15) days, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall thereafter bear interest at the highest lawful rate per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION. If any Owner shall fail to pay any installment of an assessment within thirty (30) days after its due date, the Board of Directors may declare the entire unpaid balance of that assessment immediately due and payable and interest shall thereafter accrue on the unpaid balance at the highest lawful rate.
- H) The owner or owners of each PRIVATE DWELLING shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for the payment of such portion of all assessments, regular or special, which may be levied by ASSOCIATION against the PRIVATE DWELLING of such owner or owners while such party or parties are owner or owners of a PRIVATE DWELLING in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof against his, her or their PRIVATE DWELLING owed to ASSOCIATION, such owner or owners of any PRIVATE DWELLING shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.
- I) No owner of a PRIVATE DWELLING may exempt himself from liability for any assessment levied against such owner and his or her PRIVATE DWELLING by waiver of the use or enjoyment of any of the COMMON PROPERTY, or by abandonment of the PRIVATE DWELLING or in any other way.
- J) The ASSOCIATION is hereby granted a lien upon such PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY securing the moneys due for all assessments now or hereafter levied against the owner of each PRIVATE DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing the lien upon said PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY. The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for foreclosure of said lien, ASSOCIATION shall be entitled to rental from the owner of any PRIVATE DWELLING from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said PRIVATE DWELLING, without notice to the owner of such PRIVATE DWELLING. The rental required to be paid shall be equal to the rental charged on comparable dwelling units in the County in which the CONDOMINIUM is located. The lien granted to ASSOCIATION shall

further secure such advances for taxes, and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by ASSOCIATION in order to preserve and protect its lien, and ASSOCIATION shall further be entitled to interest at the highest lawful rate on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any PRIVATE DWELLING or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien rights granted to ASSOCIATION, and shall acquire such interest in any PRIVATE DWELLING expressly subject to such lien rights.

- K) The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of the County within which the CONDOMINIUM is located a claim of lien stating the description of the PRIVATE DWELLING and appurtenant LIMITED COMMON PROPERTY encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums are secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of ASSOCIATION. Upon full payment of all sums secured by such claim of lien, ASSOCIATION shall deliver to the owner of the PRIVATE DWELLING affected a recordable satisfaction of said claim of lien.

In the event that any person, firm or corporation shall acquire title to any PRIVATE DWELLING and its appurtenances by virtue of any foreclosure or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said PRIVATE DWELLING subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, and the PRIVATE DWELLING shall stand relieved of the lien of any prior assessments. In the event of the acquisition of title to PRIVATE DWELLING by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all PRIVATE DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

- L) Whenever any PRIVATE DWELLING is leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, ASSOCIATION, upon written request of the owner of such PRIVATE DWELLING, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such PRIVATE DWELLING. Such statement shall be executed by an Officer of the ASSOCIATION, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement.
- M) In addition, the ASSOCIATION shall have such other rights and remedies with regard to assessments and the enforcement and collection thereof as are provided to the provisions hereof by law from time to time.
- N) Notwithstanding anything herein provided to the contrary, DEVELOPER shall be excused from the payment of assessments on the PRIVATE DWELLINGS to which it holds title during the period of time that DEVELOPER shall have guaranteed in the Prospectus required by the Condominium Act of the State of Florida that the assessment for Common Expenses of the Condominium imposed upon the owners of the

PRIVATE DWELLINGS will not increase over a stated dollar amount and that DEVELOPER will pay any amount of common expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other owners of PRIVATE DWELLINGS. This provision shall not apply unless such guarantee is made in the Prospectus.

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

In any voluntary conveyance of a PRIVATE DWELLING, the Grantee shall be jointly and severally liable with Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of Grantee to recover from Grantor the amounts paid by Grantee therefor.

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

#### XXIV

#### COMMON SURPLUS

"COMMON SURPLUS", meaning all funds and other assets of the ASSOCIATION (including excess of receipts of ASSOCIATION from any and all sources, over amount of the common expense), shall be owned by the owner of all PRIVATE DWELLINGS in the same proportion that the undivided interest in COMMON PROPERTY appurtenant to each owner's PRIVATE DWELLING bears to the total of all undivided interests in COMMON PROPERTY appurtenant to all PRIVATE DWELLINGS; provided, however, that said COMMON SURPLUS shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said COMMON SURPLUS. Except for distribution of any insurance indemnity herein provided, or termination of the CONDOMINIUM, any distribution of COMMON SURPLUS which may be made from time to time shall be made to the then owners of PRIVATE DWELLINGS in accordance with their percentage interest in COMMON SURPLUS as declared herein.

#### XXV

#### TERMINATION

Notwithstanding anything to the contrary contained in Article XX hereof, in the event of fire or other casualty or disaster which shall totally demolish the CONDOMINIUM, or which shall so destroy the CONDOMINIUM as to require more than two-thirds (2/3rds) of the buildings and improvements, as determined by the Board of Directors of ASSOCIATION, to be reconstructed, then this Declaration of Condominium and the Plan of Condominium Ownership established herein shall terminate, unless the owners of at least three-fourths (3/4ths) of the PRIVATE DWELLINGS agree that the CONDOMINIUM shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said buildings requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under

such policy or policies, but notwithstanding the fact that the owners of at least three-fourths (3/4ths) of the PRIVATE DWELLINGS agree to reconstruct said buildings, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the Plan of Condominium Ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction which may then prevent the reconstruction of the CONDOMINIUM, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to ASSOCIATION, for itself and for the benefit of the owners of all PRIVATE DWELLINGS, under any insurance policy or policies then existing. Reference to two-thirds (2/3rds) of the buildings and improvements shall be taken to mean two-thirds (2/3rds) of the total value of all of the buildings and improvements as of the day prior to the event or events causing such damage or destruction as determined by the Board of Directors of ASSOCIATION.

If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of a Resolution of the Board of Directors of ASSOCIATION to said effect, and notice of the cancellation and termination hereof, shall be executed by the President and Secretary of ASSOCIATION in recordable form, and such instrument shall be recorded in the Public Records of the County in which the CONDOMINIUM is located. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of PRIVATE DWELLINGS shall be and become tenants in common as to ownership of the real property herein described, and any then remaining improvements thereon and any remaining personalty formerly included in COMMON PROPERTY, the undivided interest in such real property, and remaining improvements held by the owner or owners of each PRIVATE DWELLING to be the same as the undivided interest in COMMON PROPERTY which was formerly appurtenant to such PRIVATE DWELLING, and the lien of any mortgage or other encumbrance upon each PRIVATE DWELLING shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a PRIVATE DWELLING in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the owner or owners of all PRIVATE DWELLINGS still habitable shall, within sixty (60) days from date of recording of said Certificate of Resolution, deliver possession of their respective PRIVATE DWELLINGS to ASSOCIATION. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the PRIVATE DWELLINGS and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners (and their mortgagees) of each PRIVATE DWELLING in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. The assets of ASSOCIATION, upon termination of the Plan of Condominium Ownership created hereby, shall be distributed to the owner or owners of each PRIVATE DWELLING and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity.

Except in the event of this Declaration of Condominium and the Plan of Condominium Ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the consent to a Plan of Termination by the owners of at least three-fourths (3/4ths) of the PRIVATE DWELLINGS and all of the parties holding mortgages, liens or other encumbrances against the PRIVATE DWELLINGS of the consenting owners. In said event the termination of the CONDOMINIUM shall be by such Plan. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforesaid parties, and such instrument or instruments shall be recorded in the Public Records of the County in which the CONDOMINIUM is located. In the above event, the owners of the remaining PRIVATE DWELLINGS and all parties holding any mortgages, liens, or other encumbrances on any of said remaining PRIVATE DWELLINGS shall be bound by the election to terminate this



Declaration of Condominium, and shall execute any and all documents necessary to effect the Plan of Termination, in the same manner as though the consent to termination was by unanimous vote of all interested parties.

XXVI

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the Members of ASSOCIATION owning a majority of the PRIVATE DWELLINGS in the CONDOMINIUM, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. At such Meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the Members owning not less than three-fourths (3/4ths) of the PRIVATE DWELLINGS in the CONDOMINIUM in order for such Amendment or Amendments to become effective. In the alternative, provided that any proposed Amendment or Amendments in reasonably detailed written form have been mailed to each Member, then any Amendment or Amendments may be adopted and shall become effective without holding a Special Meeting if within ninety (90) days from the mailing thereof to all Members any such Amendment or Amendments are approved in writing by Members owning not less than three-fourths (3/4ths) of the PRIVATE DWELLINGS in the CONDOMINIUM. Thereupon, whether such Amendment or Amendments were adopted by either method above provided, such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of the County in which the CONDOMINIUM is located, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all PRIVATE DWELLINGS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION prior to such Meeting or at such Meeting.

Notwithstanding anything herein contained to the contrary, it is declared as follows:

- 1) No alteration in the percentage of ownership in COMMON PROPERTY appurtenant to each PRIVATE DWELLING, or alteration for the basis of sharing common expenses and other apportionment of assessments which may be levied by ASSOCIATION in accordance with provisions hereof, or alteration of basis of ownership of COMMON SURPLUS, shall be made without the prior written consent of all of the owners of all PRIVATE DWELLINGS and their respective mortgagees, being first had and obtained.
- 2) No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Institutional Lender or Institutional Lenders shall be made without the prior written consent of all Institutional Lenders then holding mortgages on PRIVATE DWELLINGS in the CONDOMINIUM.
- 3) No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of DEVELOPER, shall be made without the prior written consent of DEVELOPER.

XXVII

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each PRIVATE DWELLING shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of ASSOCIATION, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any PRIVATE DWELLING shall entitle ASSOCIATION or the owner or owners of other PRIVATE DWELLINGS to the following relief:

- A) Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of ASSOCIATION, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by ASSOCIATION or, if appropriate, by an aggrieved owner of a PRIVATE DWELLING.
- B) The owner or owners of each PRIVATE DWELLING 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 ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a PRIVATE DWELLING or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.
- C) In any proceeding arising because of an alleged default by the owner of any PRIVATE DWELLING, ASSOCIATION, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court.
- D) The failure of ASSOCIATION or of the owner of a PRIVATE DWELLING to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of a PRIVATE DWELLING to enforce such right, provision, covenant, or condition in the future.
- E) All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of a PRIVATE DWELLING pursuant to any terms,

provisions, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more 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 or privileges as may be available to such party by law.

- F) The failure of DEVELOPER to enforce any right, privilege, covenant or condition which may be granted to the DEVELOPER by this Declaration of Condominium or other above mentioned document shall not constitute waiver of the right of DEVELOPER to thereafter enforce such right, provision, covenant or condition in the future.

XXVIII

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who may use the facilities of the CONDOMINIUM in any way, are subject to the provisions of this Declaration of Condominium, and the mere act of occupancy of any PRIVATE DWELLING, or the mere acquisition or rental of any PRIVATE DWELLING, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

XXIX

RIGHTS OF DEVELOPER TO PURCHASE, SELL OR LEASE PRIVATE DWELLINGS FREE OF RIGHT OF FIRST REFUSAL OR REDEMPTION; TO REPRESENTATION ON BOARD OF DIRECTORS OF ASSOCIATION; RIGHTS ASSIGNABLE

DEVELOPER shall have the absolute right to purchase, sell or lease any PRIVATE DWELLING from or to any person, firm, or corporation, upon any terms and conditions deemed by DEVELOPER to be in its own best interests.

The DEVELOPER shall further have the right to use any PRIVATE DWELLINGS owned by it as a model apartments and/or sales office in connection with DEVELOPER'S program to sell or lease PRIVATE DWELLINGS and in connection therewith shall have the right to place upon the COMMON PROPERTY signs designating DEVELOPER'S model apartments and/or sales office and advertising for sale or lease PRIVATE DWELLINGS owned by DEVELOPER. Such sign or signs may be placed in such locations and shall be of such size and character, as the DEVELOPER shall determine.

The DEVELOPER shall have the right to select and designate Members of the Board of Directors of ASSOCIATION, and to remove and replace any person or persons selected by it to act and serve on said Board of Directors, as provided in the Articles of Incorporation and By-Laws of ASSOCIATION. The Members of the Board of Directors of ASSOCIATION designated and selected by DEVELOPER need not reside in the CONDOMINIUM. Any representative of DEVELOPER serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself or herself upon any vote upon any contract or other agreement between DEVELOPER and ASSOCIATION where DEVELOPER may have a pecuniary or other interest. Similarly, DEVELOPER, as a Member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the Membership of ASSOCIATION upon any contract or other agreement between DEVELOPER and ASSOCIATION, where the said DEVELOPER may have a pecuniary or other interest.

In the event of dissolution of DEVELOPER, or merger of DEVELOPER into any other entity which survives DEVELOPER, at a time when the DEVELOPER shall be entitled to have and exercise any rights and privileges hereunder, the rights

and privileges of DEVELOPER shall pass and may be exercised by its said successors or survivor, as the case may be.

Should DEVELOPER convey to a single transferee all of the DEVELOPER'S interest in PRIVATE DWELLINGS then remaining owned by DEVELOPER, DEVELOPER shall have the right in the instrument of transfer, or in a separate instrument, recorded in either event in the Public Records of the County in which the CONDOMINIUM is located, to designate such single transferee as Successor Developer, and in such event said single transferee as Successor Developer shall succeed to all of the rights and privileges of the DEVELOPER reserved under this Declaration of Condominium.

XXX

RIGHTS RESERVED TO INSTITUTIONAL LENDERS

"Institutional Lender" or "Institutional Lenders", as the terms are used herein, shall mean and refer to banks, savings and loan associations, insurance companies, Federal Housing Administration approved mortgage lenders, governmental agencies insuring, guaranteeing or holding any mortgage or mortgages on any PRIVATE DWELLING, real estate investment trusts, DEVELOPER, and mortgage holders joining in this Declaration and the successors and assigns of any such Institutional Lender. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any PRIVATE DWELLING or PRIVATE DWELLINGS, or shall be the owner of any PRIVATE DWELLING or PRIVATE DWELLINGS, such Institutional Lender or Institutional Lenders shall have the following rights; to-wit:

- A) To approve the company or companies with whom casualty insurance is placed and the amount of such casualty insurance to be carried from time to time by the ASSOCIATION.
- B) To approve the Insurance Trustee designated by the ASSOCIATION.
- C) To be furnished with at least one copy of the Annual Financial Statement and Report of ASSOCIATION, prepared by Certified Public Accountant designated by the ASSOCIATION, including a detailed statement of annual carrying charges, income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.
- D) To be given notice by the ASSOCIATION of the call of any Meeting of the Membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of ASSOCIATION, which notice shall state the nature of the Amendment being proposed.
- E) To be given notice of default in any obligation under this Declaration or the By-Laws on the part of any Member owning any PRIVATE DWELLING encumbered by a mortgage held by such Institutional Lender, which default is not cured within sixty (60) days, such notice to be given in writing promptly upon expiration of such period and to be sent to the principal office of the Institutional Lender holding the mortgage or mortgages encumbering such Member's PRIVATE DWELLING, or to the place designated by said Lender in writing to ASSOCIATION.
- F) To cause ASSOCIATION to create and maintain an Escrow Account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policies which the ASSOCIATION is required to keep in existence, it being understood that the ASSOCIATION shall deposit in an Escrow Depository satisfactory to such Institutional Lender or Institutional Lenders a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said Escrow Account at least

one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment thereof. The Insurance Trustee designated by ASSOCIATION or any Institutional Lender interested in the CONDOMINIUM may act as Escrow Depository.

Whenever any Institutional Lender desires the provisions of this Article to be applicable to it, it shall serve written notice of such fact upon the ASSOCIATION by Registered Mail or Certified Mail, addressed to the ASSOCIATION at the Condominium identifying the PRIVATE DWELLING or PRIVATE DWELLINGS upon which such Institutional Lender holds any mortgage or mortgages, or identifying any PRIVATE DWELLINGS owned by it, together with sufficient facts to identify any mortgage or mortgages which may be held by it. Said notice shall designate the place to which notices are to be given by the ASSOCIATION to such Institutional Lender.

The Institutional Lender holding first mortgage lien or fee simple interests in the largest number of PRIVATE DWELLINGS in which all Institutional Lenders hold such interests shall exercise the rights reserved to Institutional Lenders under Items "A", "B" and "F" of this Article. At any time that more than one Institutional Lender shall hold first mortgage lien or fee simple interests in an equal number of PRIVATE DWELLINGS, but no one Institutional Lender shall hold such interests in a larger number of such PRIVATE DWELLINGS than all other Institutional Lenders, then such rights reserved to Institutional Lenders shall vest in the Institutional Lender whose principal office is located in the closest proximity to the CONDOMINIUM. In such case, ASSOCIATION shall advise all Institutional Lenders of the name of said Institutional Lender which maintains its principal office located in closest proximity to the CONDOMINIUM, and will, within ten (10) days after request of any Institutional Lender, provide it with the name of all Institutional Lenders having an interest in the CONDOMINIUM, as reflected by the books and records of the ASSOCIATION.

### XXXI

#### JOGGING COURSE

A jogging path has been installed on the the PROPERTY as shown on Exhibit "A". If other jogging paths connected to the jogging path on the PROPERTY are installed on other portions of the land platted as KENLAND POINTE in the Public Records of Dade County, Florida, then an easement will exist over such jogging paths appurtenant to the PROPERTY for the use by residents in the CONDOMINIUM of such jogging paths for the purposes for which same are designed and intended. In such case, a reciprocal easement shall exist over the jogging path on the PROPERTY appurtenant to such other portions of the land platted as KENLAND POINTE where jogging paths connected to the jogging path on the PROPERTY have been installed for use by the residents of such other portions of the platted land for the purposes for which the jogging path on the PROPERTY is designed and intended. It is the purpose hereof that all connected jogging paths now or hereafter on the land platted as KENLAND POINTE shall form and constitute a single integrated jogging course and that the residents on all portions of the land so platted who have access to the integrated jogging course on the PROPERTY on which they reside shall have a license to use the entire connected integrated jogging course as an extension of the part of the course on the land upon which they reside.

The easement and licenses herein provided shall terminate as to any portion of the land platted as KENLAND POINTE upon the permanent removal or closing of the jogging path on that portion of the platted property, provided such removal or closing shall be accomplished with the written consent of a majority of the then owners of all property to which such easement and license is then appurtenant and upon such termination the reciprocal easement in any other portion of the property so platted shall terminate as an appurtenance to the portion of the platted property on which the permanent removal or closing of the jogging path has so occurred.

If no other jogging path has been installed on any other portion of the property platted as KENLAND POINTE and connected to the jogging path on the PROPERTY within five (5) years from the date of the recording of this Declaration of Condominium, then the ASSOCIATION may at any time prior to installation of a connecting jogging path on another portion of the platted PROPERTY, terminate the easement and license herein granted in the jogging path on the PROPERTY by recording a declaration of termination of such easement on behalf of the ASSOCIATION by its President pursuant to the affirmative vote of a majority of the Board of Directors of the ASSOCIATION.

The licenses and easements referred to in this ARTICLE are reciprocal in consideration of each other and no fee or additional consideration shall be required or paid. The owners of the land (and their condominium association, if any) where each of the jogging paths shall be located shall be responsible and obligated for the maintenance and repair of the jogging path on that land throughout the life of the easement in that portion of the jogging course and any party entitled to use same, or any association for a condominium through which his or her right derives shall have the right to enforce such obligation in any court of competent jurisdiction.

### XXXII

#### RIGHTS OF ASSOCIATION REGARDING EASEMENTS AND LICENSES

ASSOCIATION shall have the right to consent to and grant, modify or relocate such easements and licenses in, to and upon the COMMON PROPERTY for utilities, and for the provision of services to the Condominium as the Board of Directors shall determine from time to time to be desirable and upon such terms as the Board of Directors shall determine. For the purposes of this ARTICLE the ASSOCIATION is hereby designated and appointed Attorney-In-Fact for the owners of all PRIVATE DWELLINGS. Said appointment shall constitute a power coupled with an interest and each party acquiring title to any PRIVATE DWELLING thereby adopts and ratifies such appointment.

### XXXIII

#### STORAGE CLOSETS

The storage closets included in PRIVATE DWELLINGS and identified with the letter "S" in the Unit designation on Exhibit "A" may be used only for storage of the owner's personal property and no appliances or equipment of any kind may be operated in them. It is understood that the electric service to said storage closets is included in the common expense of the CONDOMINIUM and no electricity may be used therein except for illumination by a light bulb of no more than 75 watt capacity during the presence therein of the owner or the owner's agent.

### XXXIV

#### RE-SUBDIVISION OF KENLAND POINTE SUBDIVISION

DEVELOPER reserves the absolute right to cause the land which has been platted in the Public Records of Dade County, Florida, as KENLAND POINTE to be re-subdivided so that under all applicable laws, ordinances and regulations, other portions of the land so platted, not included in the CONDOMINIUM, shall constitute one or more separate and distinct parcels and legal building sites. Provided, no such legal re-subdivision shall cause the PROPERTY to fail to comply with all applicable laws, ordinances and governmental regulations, except to the extent that any governmental authority having jurisdiction shall grant an exception or variance.

DEVELOPER is hereby granted the right and authority, at its option and at such time as it may elect, to file and prosecute such applications or other proceedings as may be necessary to accomplish the re-subdivision of portions of the land platted as KENLAND POINTE as above provided, by re-platting, obtaining a waiver of plat, or otherwise subdividing. DEVELOPER is irrevocably authorized to file and prosecute any such application or proceedings on its own behalf and on behalf of the ASSOCIATION and all parties owning any interest in or mortgage or lien upon any PRIVATE DWELLING. DEVELOPER is hereby designated and appointed attorney-in-fact for ASSOCIATION and all of said parties for the purpose of executing any applications or other documents necessary to accomplish said re-subdivision, said appointment to be irrevocable and to be deemed coupled with an interest.

The provisions of this ARTICLE shall apply to and be binding upon each party acquiring any interest in or mortgage or lien upon any portion of the PROPERTY or any PRIVATE DWELLING and the acquisition of any such interest, mortgage or lien shall constitute an acceptance and ratification of the terms and provisions hereof, and in particular the designation of DEVELOPER as attorney-in-fact. The term "DEVELOPER" as used in this ARTICLE includes CHARTERLAND ASSOCIATES and any successor DEVELOPER who shall succeed to the rights of CHARTERLAND ASSOCIATES in accordance with ARTICLE XXIX.

XXXV

DECLARATION OF COVENANTS AND RESTRICTIONS; KENLAND POINTE  
PROPERTY OWNERS' ASSOCIATION, INC.

The CONDOMINIUM and the PROPERTY are subject to the terms and provisions of KENLAND POINTE Declaration of Covenants and Restrictions, sometimes referred to as "Covenants", recorded in Official Records Book 11945, Page 2718, of the Public Records of Dade County, Florida. The Covenants affect all PRIVATE DWELLINGS and other property described in the Covenants. All present and future owners of PRIVATE DWELLINGS in the CONDOMINIUM and all parties who may now or hereafter hold mortgages on any of the PRIVATE DWELLINGS are charged with notice of the existence and provisions of the Covenants and shall comply with them.

Under the Covenants, the owner or owners of PRIVATE DWELLINGS automatically become members of the KENLAND POINTE PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, ("PROPERTY OWNERS' ASSOCIATION") described in the Covenants, and have the rights, privileges and obligations as members as provided in the Covenants. Membership in the PROPERTY OWNERS' ASSOCIATION is mandatory for all owners of PRIVATE DWELLINGS and acquisition of an ownership interest in any PRIVATE DWELLING constitutes acceptance of such membership. Membership in the PROPERTY OWNERS' ASSOCIATION is a non-severable appurtenance to each PRIVATE DWELLING in the CONDOMINIUM and terminates upon termination of ownership of the PRIVATE DWELLING to which it is appurtenant. Each PRIVATE DWELLING and the owners thereof are liable for assessments provided to be made under the Covenants, and the PRIVATE DWELLINGS will be subject to a lien to enforce collection of such assessments as provided in the Covenants.

The PROPERTY OWNERS' ASSOCIATION will own, operate and manage the recreation parcel and the facilities now or hereafter located thereon for the benefit of the residents of the CONDOMINIUM and residents of other portions of the land platted in the public records of Dade County, Florida as KENLAND POINTE subdivision.

The affairs of the KENLAND POINTE PROPERTY OWNERS' ASSOCIATION are conducted by the Board of Directors and officers of the PROPERTY OWNERS' ASSOCIATION. The Directors and Officers of the PROPERTY OWNERS' ASSOCIATION are elected or designated as provided in Articles of Incorporation and By-Laws of the PROPERTY OWNERS' ASSOCIATION.

XXXVI

PETS

The maintenance of pets in any PRIVATE DWELLING or on the CONDOMINIUM premises shall be subject to such regulations as may be adopted by the Board of Directors of ASSOCIATION, which regulations may include prohibition of pets or particular kinds of pets or pets in excess of a certain size.

XXXVII

SEVERABILITY

If any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Declaration.

XXXVIII

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform Plan Of Condominium Ownership.

XXXIX

DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER  
ITS SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY. This Declaration of Condominium shall be binding upon DEVELOPER, its successors and assigns, and upon all parties who may subsequently become owners of PRIVATE DWELLINGS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, DEVELOPER has executed these presents

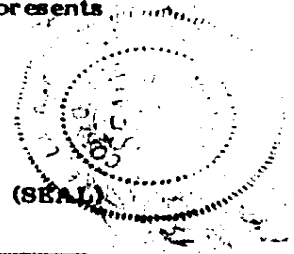
this 30 day of NOVEMBER, 19 84, at Miami, Florida.

Signed, sealed and delivered  
in the presence of:

*Linda G. Stawski*  
*[Signature]*

CHARTERLAND ASSOCIATES  
By: KENLAND CORP.

By: *[Signature]*  
Vice President



AMERIFIRST DEVELOPMENT  
CORPORATION

By: *[Signature]*  
Sr. Vice President



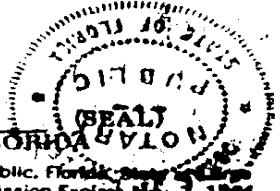


DEF REC 12344-1480

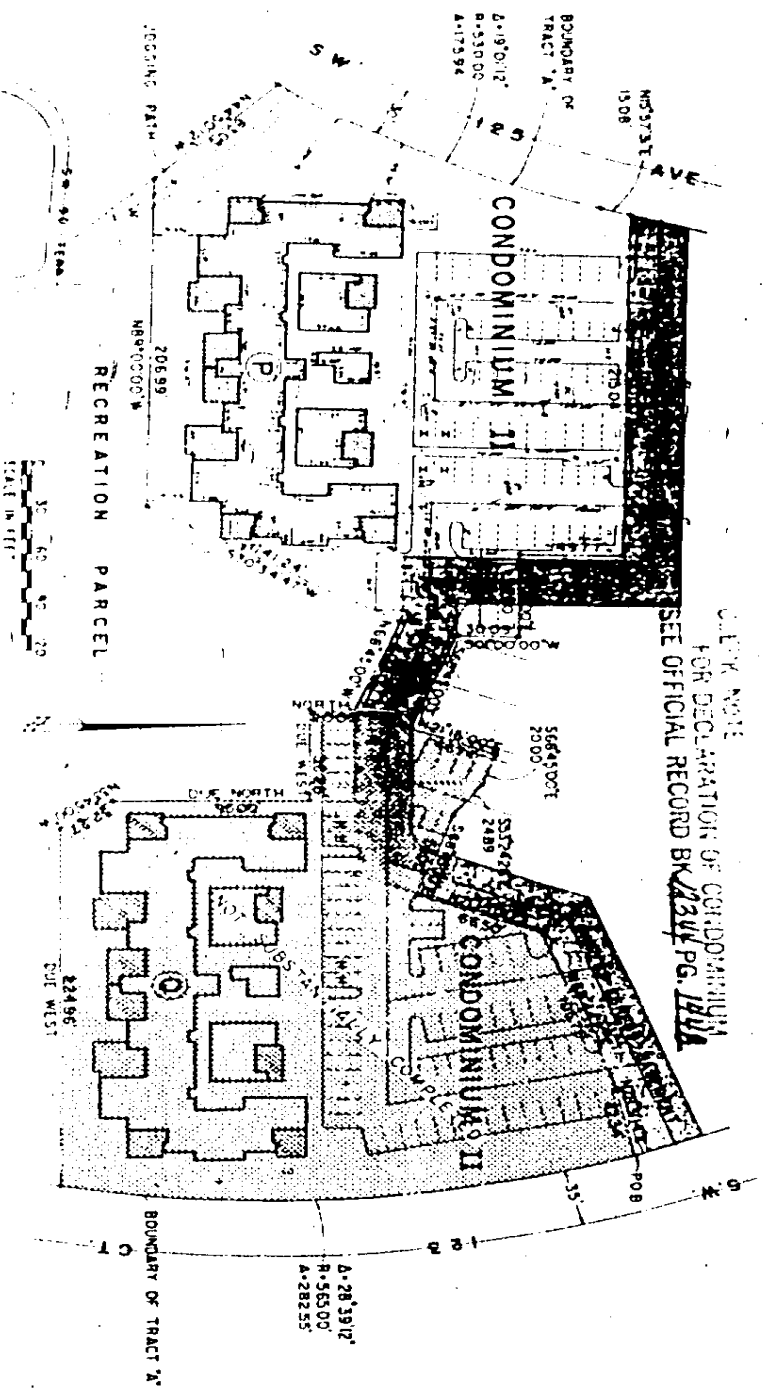
STATE OF FLORIDA )  
 ) ss.  
COUNTY OF DADE )

The foregoing Declaration of Condominium was acknowledged before me this 30 day of NOVEMBER, 19 84, by Mariano Grinan, <sup>Vice</sup> President of KENLAND CORP., a Florida corporation, on behalf of said corporation and by Stephen C. Masson, <sup>Sr. Vice</sup> President of AMERIFIRST DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation and by said officers of said corporations in such capacities on behalf of CHARTERLAND ASSOCIATES, a joint venture under the laws of Florida.

*Donna J. Chrysler*  
NOTARY PUBLIC - STATE OF FLORIDA  
My Commission Expires: *Nov 7, 1986*  
Notary Public, Florida  
My Commission Expires Nov. 7, 1986  
Bonded thru Jedco Insurance Agency



CLERK NOTE  
FOR DECLARATION OF CONDOMINIUM  
SEE OFFICIAL RECORD BK 21247 PG. 1211A



**SURVEY & PLOT PLAN**

**KENLAND POINTE CONDOMINIUM PART OF TRACT 'A' KENLAND POINTE PLAT BOOK 121, PAGE 45 EXHIBIT 'A'**

**LEGEND**

- INDICATES LIMIT OF THE LAND OF THE CONDOMINIUM
- INDICATES LIMIT OF CONDOMINIUM PLANNING
- INDICATES CENTER LINE OF ROAD
- INDICATES GROUND FLOOR PATIOS
- INDICATES LIMITS OF RECREATION PARCEL
- INDICATES SETBACKMENT

**SURVEYOR'S CERTIFICATION**

THE UNDERSIGNED, A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IN PAGES THROUGH 7 AND 8 THROUGH 18 OF THIS EXHIBIT 'A' IS SUBSTANTIALLY COMPLETE, EXCEPT BUILDING 'O', THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION, SIZE AND DIMENSIONS OF THE IMPROVEMENTS ON SAID PAGES, SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT IN BUILDING 'P' CAN BE DETERMINED FROM SAID MATERIAL. THE IMPROVEMENTS DESCRIBED IN PAGES 10 THROUGH 11 AND BUILDING 'O' ARE NOT SUBSTANTIALLY COMPLETE AND THAT PORTION OF THE IMPROVEMENTS DESIGNATED AS BUILDING 'O' ARE NOT SUBSTANTIALLY COMPLETE. IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON ELEMENT FACILITIES SERVING BUILDING 'P' HAVE BEEN SUBSTANTIALLY COMPLETED.

LUIS F. LACAU  
REGISTERED SURVEYOR NO. 30881

J. I. delgado architects

**EXHIBIT A**

1940-1941  
The year described herein contains 1200 hours of work.

1941-1942  
1200 hours

19 - 2



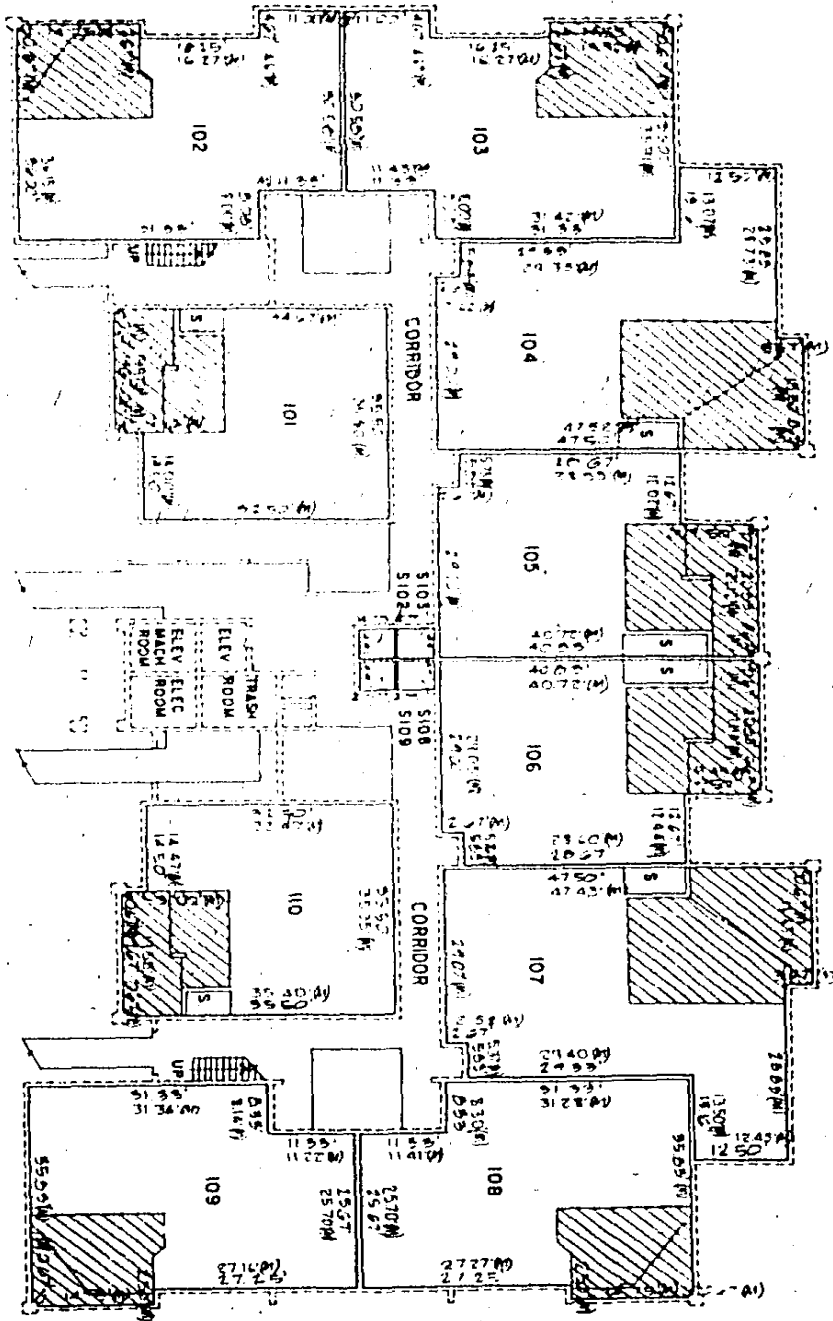
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**j. l. delgado**  
**architects**



1<sup>ST</sup> FLOOR  
EXHIBIT "A"  
BUILDINGS "P" 8 "Q"

SCALE IN FEET  
0 8 16 24 32



1 FL CEILING  
1 FL FLOOR  
ELEVATIONS ARE BASED ON THE  
NATIONAL GEODETIC VERTICAL  
DATUM OF 1929

LEGEND

- INDICATES LIMIT OF CONDOMINIUM UNIT
- - - - - INDICATES COMMON ELEMENTS
- S INDICATES STORAGE AREA
- ////// INDICATES PATIOS

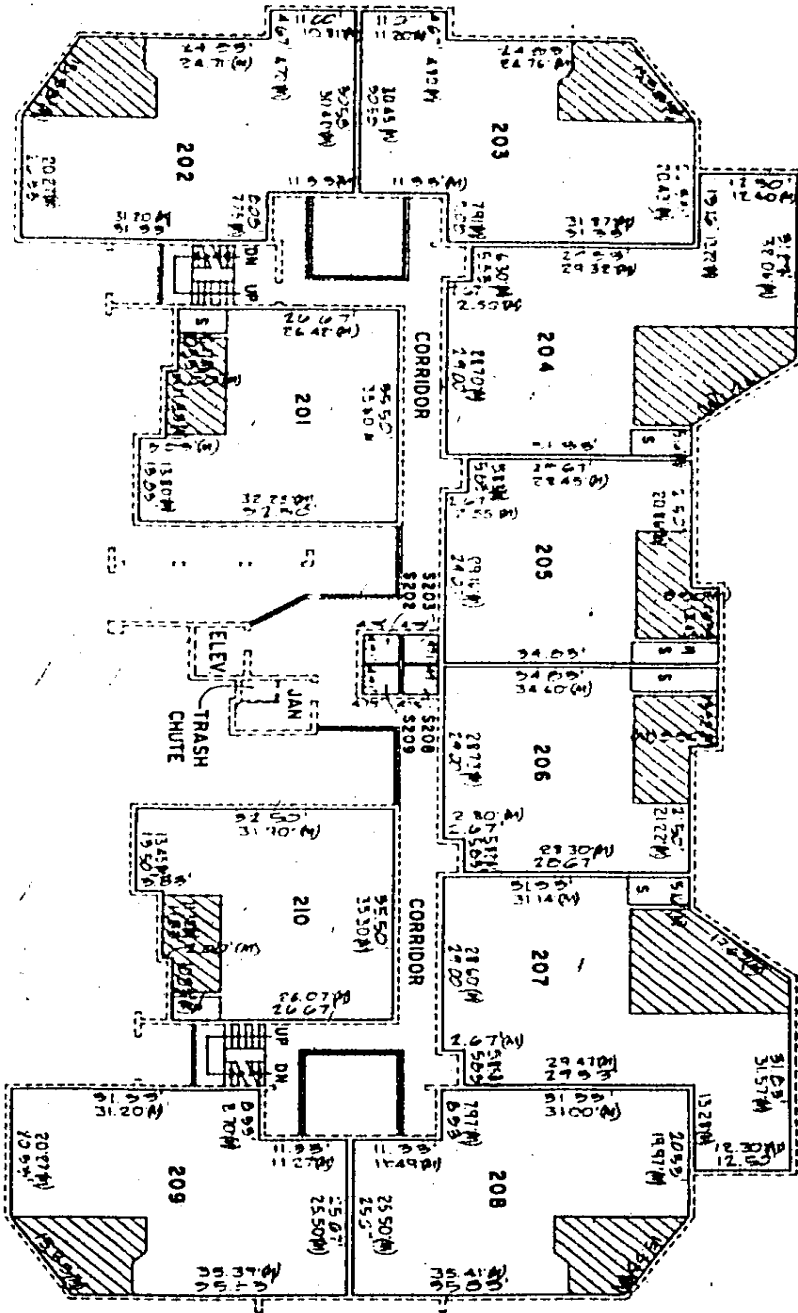
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architects



**2<sup>ND</sup> FLOOR**  
**EXHIBIT "A"**  
**BUILDINGS "P" & "Q"**

SCALE IN FEET  
 0 8 16 24 32

2 FL CEILING  
 2 FL FLOOR  
 ELEVATIONS ARE BASED ON THE  
 NATIONAL GEODESIC VERTICAL  
 DATUM OF 1929.



- LEGEND**
- INDICATES LIMIT OF CONDOMINIUM UNIT
  - - - - - INDICATES COMMON ELEMENTS
  - S INDICATES STORAGE AREA
  - ////// INDICATES BALCONY

4  
18

**J. I. Delgado**  
**architects**

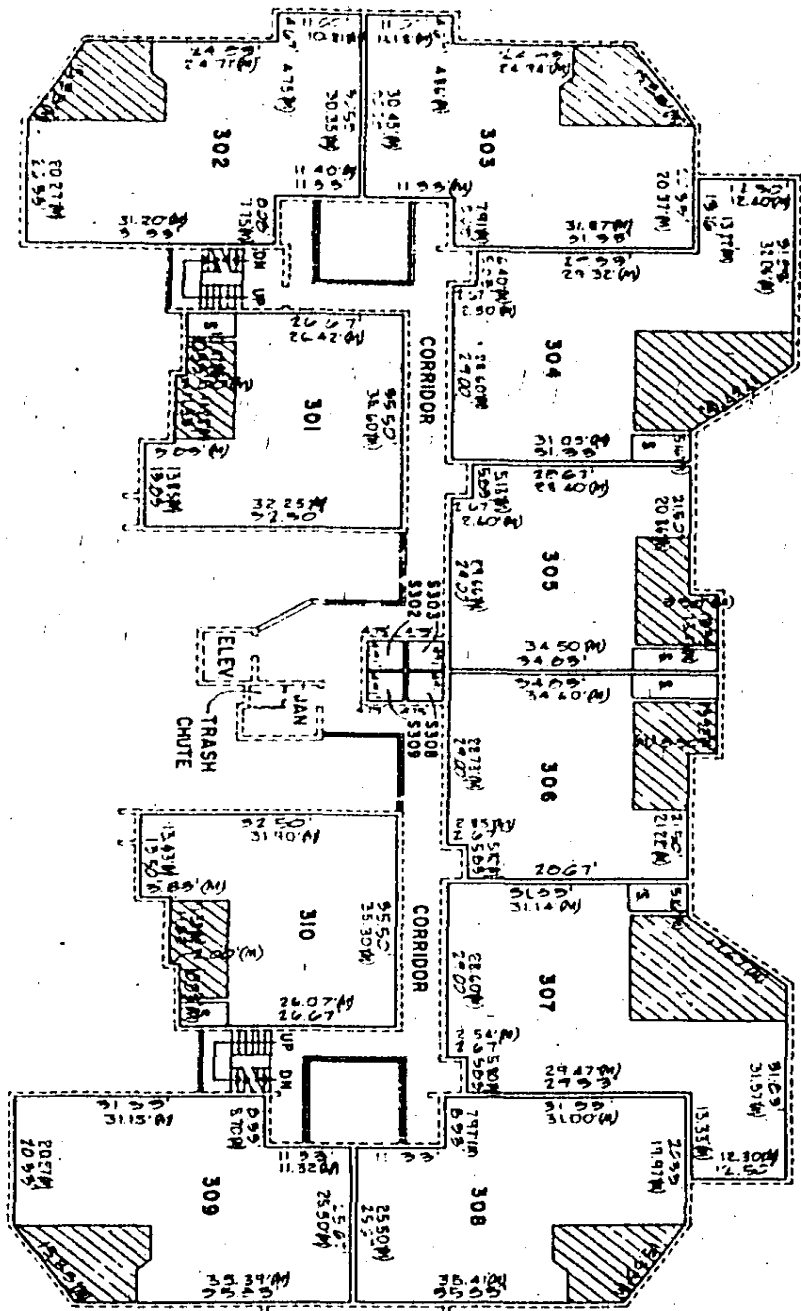


**3<sup>RD</sup> FLOOR**  
**EXHIBIT "A"**  
**BUILDINGS "P" & "Q"**

0 8 16 24 32  
 SCALE IN FEET

3 FL CEILING  
 3 FL FLOOR  
 ELEVATIONS ARE BASED ON THE  
 NATIONAL GEODETIC  
 DATUM OF 1983.

**LEGEND**  
 \_\_\_\_\_ INDICATES LIMIT OF CONDOMINIUM UNIT  
 - - - - - INDICATES COMMON ELEMENTS  
 S INDICATES STORAGE AREA  
 // // // // INDICATES BALCONY



5  
 18

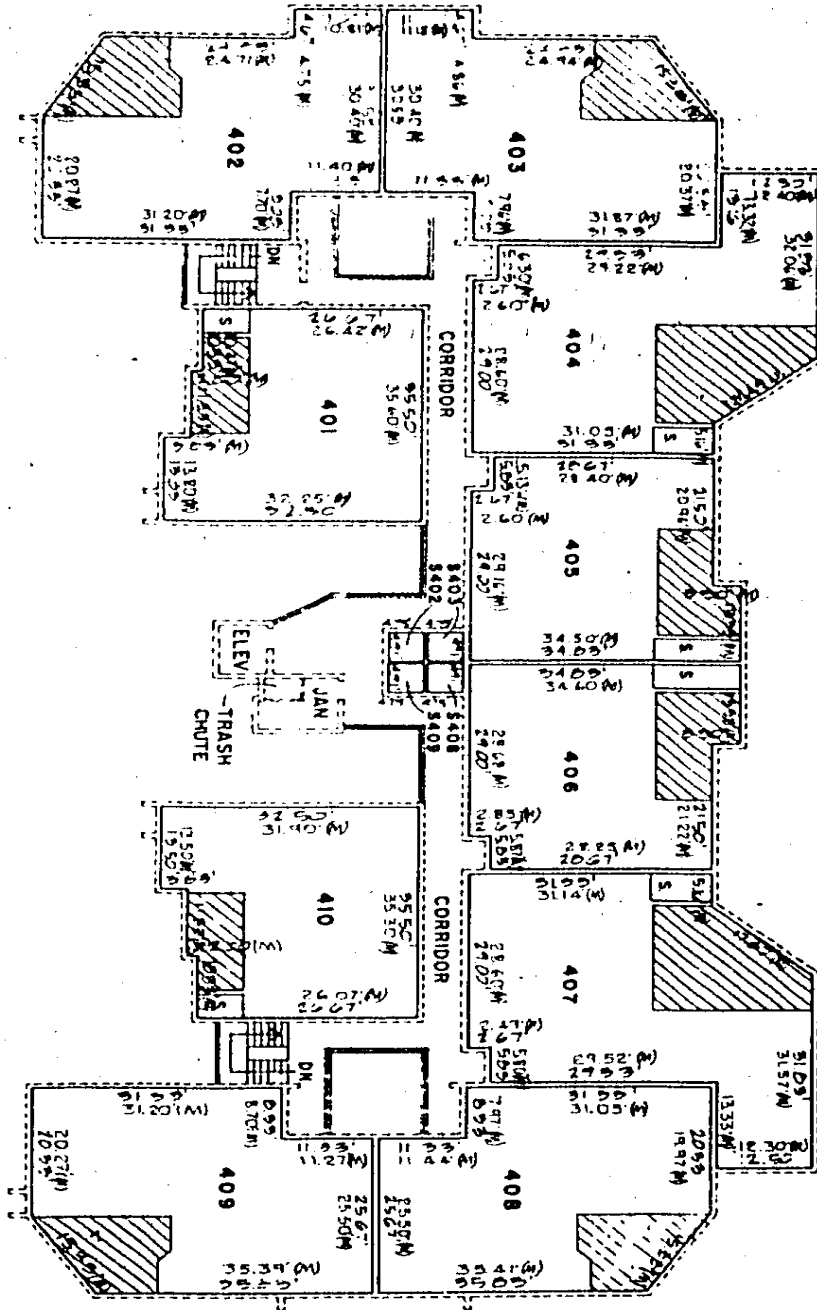
**j.l.dolgado**  
**architects**



**4<sup>TH</sup> FLOOR  
EXHIBIT "A"  
BUILDINGS "P" & "Q"**



4 FL CEILING  
ELEVATIONS ARE BASED ON THE  
NATIONAL GEODETIC VERTICAL  
DATUM OF 1983.

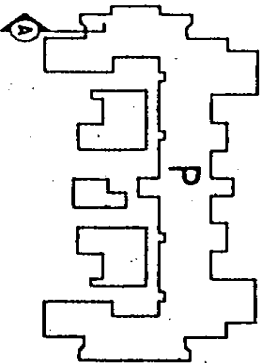
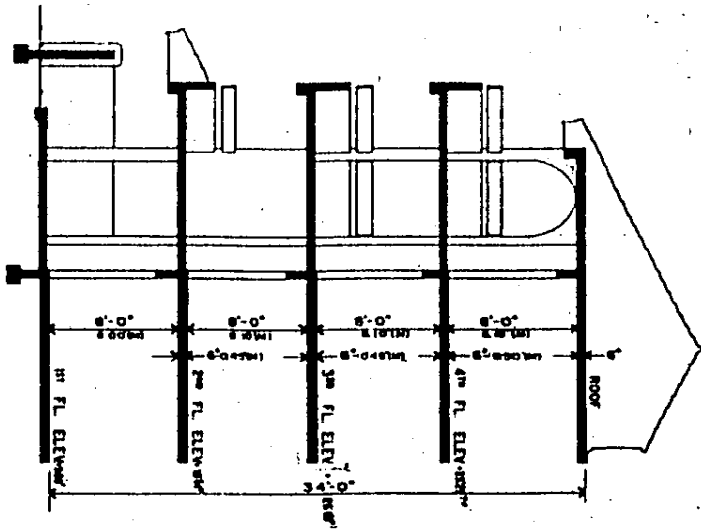


- LEGEND**
- INDICATES LIMIT OF CONDOMINIUM UNIT
  - - - - INDICATES COMMON ELEMENTS
  - S INDICATES STORAGE AREA
  - ////// INDICATES BALCONY

ELEVATIONS ARE BASED  
ON THE NATIONAL GEODETIC  
VERTICAL DATUM OF 1929

TYPICAL BUILDING SECTION OF  
EXHIBIT "A" BUILDINGS "P" & "Q"

SCALE IN FEET



SECTION LOCATION  
SCALE IN FEET

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architects







A portion of Figure 11 of another report, submitted to the  
 Director of the Bureau of Reclamation, is shown in the  
 Appendix of this report. This report is hereby certified  
 as being a true and correct copy of the original  
 report.

The Bureau of Reclamation of the United States of America,  
 Department of the Interior, is hereby certified as being  
 a true and correct copy of the original report.

The Bureau of Reclamation of the United States of America,  
 Department of the Interior, is hereby certified as being  
 a true and correct copy of the original report.

The Bureau of Reclamation of the United States of America,  
 Department of the Interior, is hereby certified as being  
 a true and correct copy of the original report.

RECEIVED  
 DIVISION OF REVENUE  
 DEPARTMENT OF THE TREASURY

1935. The above described report number 11781 covers work of 1934.

6 - 6

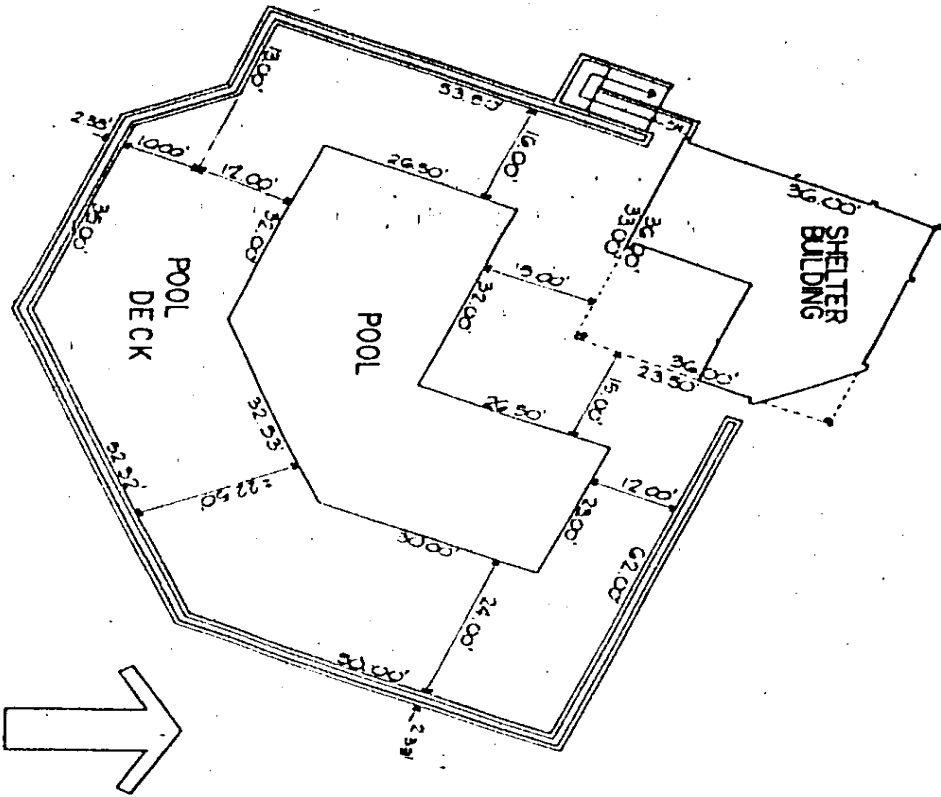


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j. l. delgado architects



FLOOR PLAN

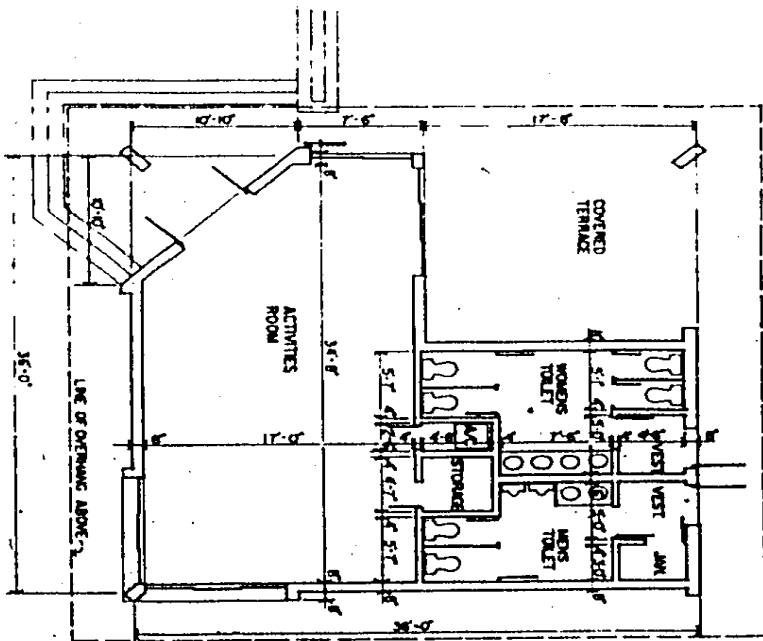


SCALE IN FEET  
0 6 12 24 30

PART OF KENLAND POINTE  
RECREATION PARCEL  
EXHIBIT "A"

NOTE: IMPROVEMENTS NOT COMPLETED

|    |
|----|
| 10 |
| 18 |
|    |
|    |
|    |
|    |
|    |
|    |



SHELTER BUILDING - FLOOR PLAN  
EXHIBIT "A"



NOTE: IMPROVEMENTS NOT COMPLETED

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architects



11  
18

UNIT/TYPE UNIT DESIGNATION KEY  
4 STORY BUILDING 'P'

UNIT DESIGNATION  
ENDING IN: UNIT TYPE

|    |     |
|----|-----|
| 01 | H-I |
| 02 | D   |
| 03 | D   |
| 04 | B   |
| 05 | A   |
| 06 | A   |
| 07 | B   |
| 08 | C   |
| 09 | C   |
| 10 | H-I |

EXHIBIT "A"

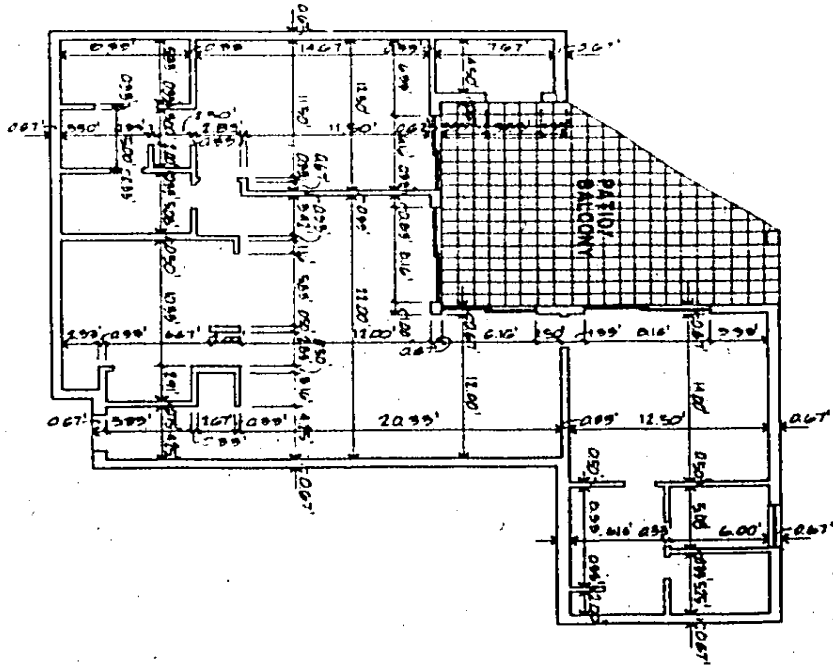
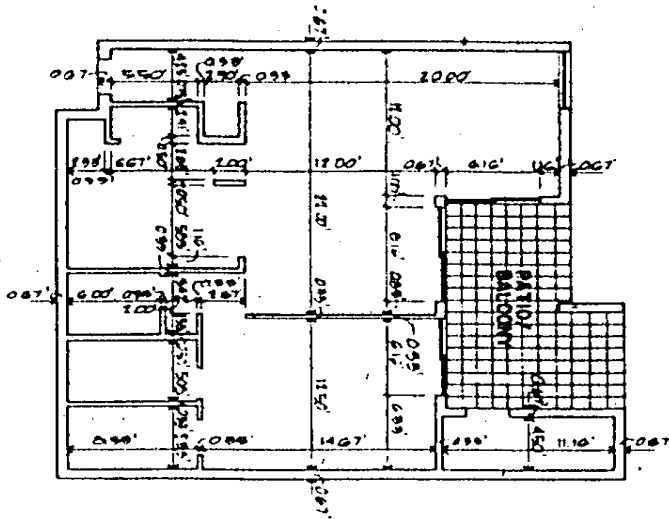
UNIT/TYPE UNIT DESIGNATION KEY  
4 STORY BUILDING 'Q'

UNIT DESIGNATION  
ENDING IN: UNIT TYPE

|    |     |
|----|-----|
| 01 | H-I |
| 02 | D   |
| 03 | D   |
| 04 | B   |
| 05 | A   |
| 06 | A   |
| 07 | B   |
| 08 | C   |
| 09 | C   |
| 10 | H-I |

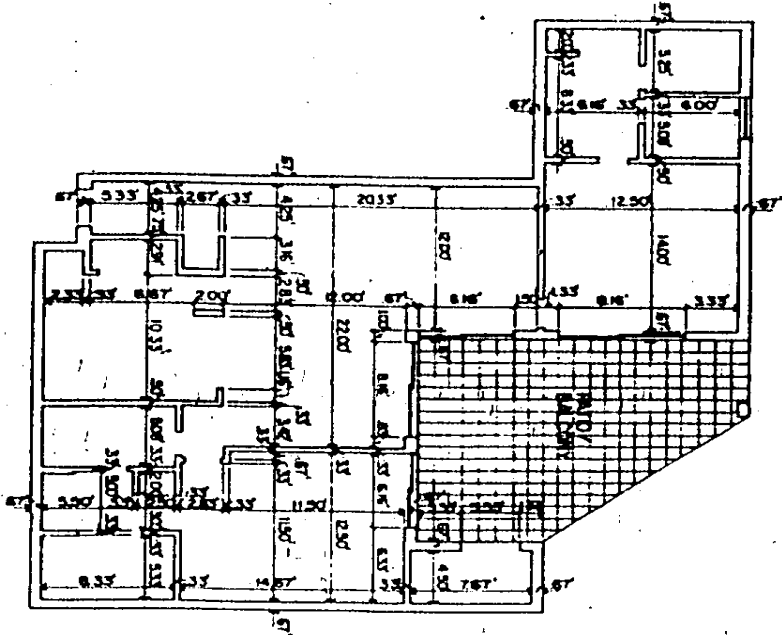
EXHIBIT "A"





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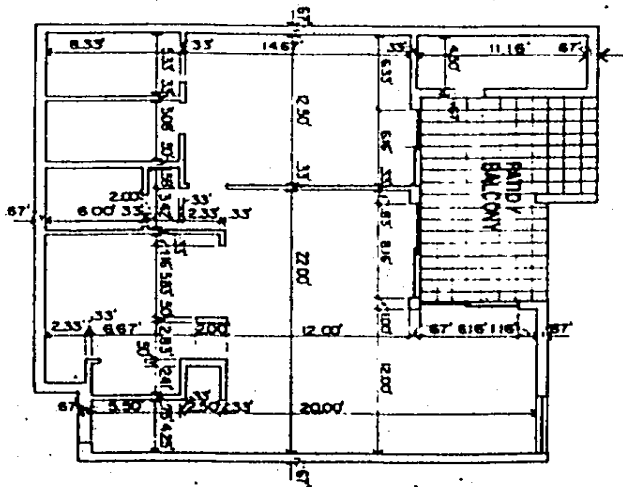


FLOOR PLAN UNIT TYPE B  
BUILDINGS "P" 8 "Q"  
4 STORIES  
(PRIVATE DWELLING NOS. ENDING IN  
"04")

EXHIBIT X



NOTE: SEE INDIVIDUAL BUILDINGS  
PLANS FOR DESIGN AND  
DIMENSIONS OF PATIOS OR  
BALCONIES.



FLOOR PLAN UNIT TYPE A  
BUILDINGS "P" 8 "Q"  
4 STORIES  
(PRIVATE DWELLING NOS. ENDING IN  
"06")

EXHIBIT X

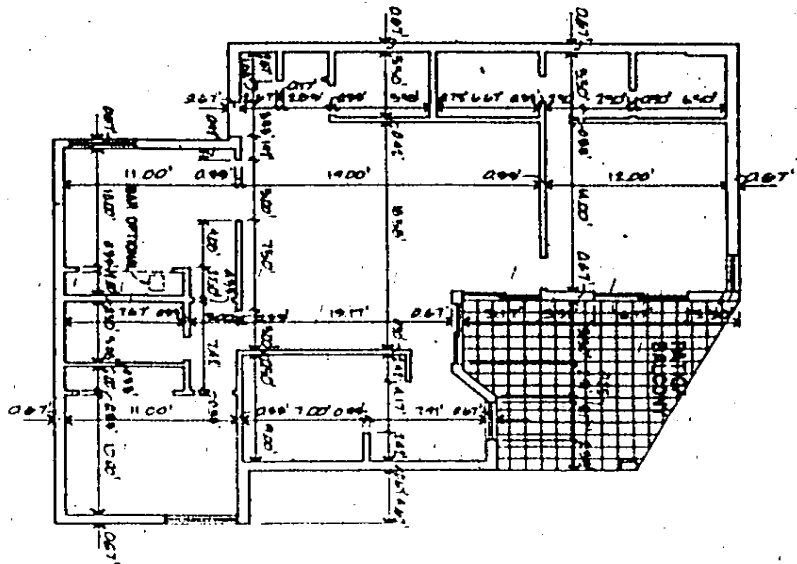


NOTE: SEE INDIVIDUAL BUILDINGS  
PLANS FOR DESIGN AND  
DIMENSIONS OF PATIOS OR  
BALCONIES.

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architects



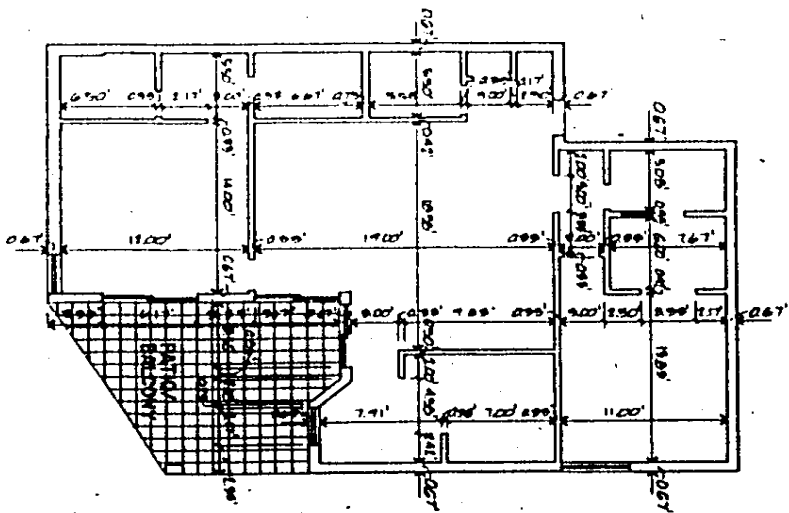
14  
18



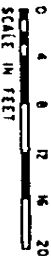
FLOOR PLAN UNIT TYPE D  
 BUILDINGS "P" & "Q"  
 4 STORIES  
 (PRIVATE DWELLING NOS. ENDING IN  
 "02")  
 EXHIBIT "A"



NOTE: SEE INDIVIDUAL BUILDINGS  
 PLANS FOR DESIGN AND  
 DIMENSIONS OF PATIOS OR  
 BALCONIES.



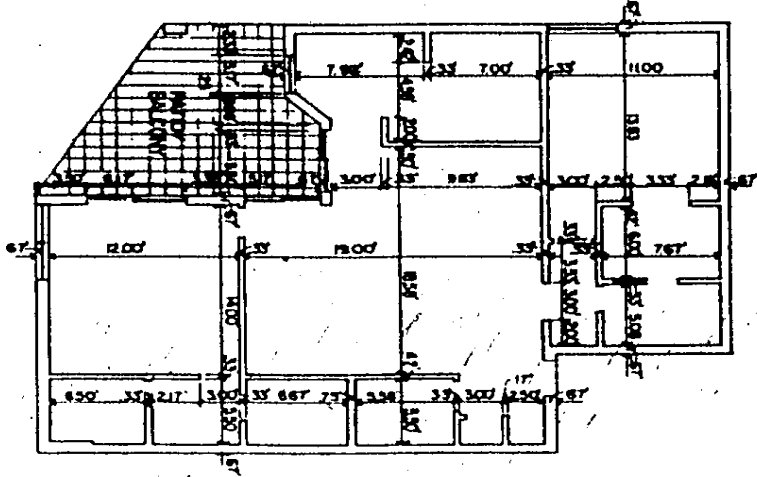
FLOOR PLAN UNIT TYPE C  
 BUILDINGS "P" & "Q"  
 4 STORIES  
 (PRIVATE DWELLING NOS. ENDING IN  
 "09")  
 EXHIBIT "A"



NOTE: SEE INDIVIDUAL BUILDINGS  
 PLANS FOR DESIGN AND  
 DIMENSIONS OF PATIOS OR  
 BALCONIES.



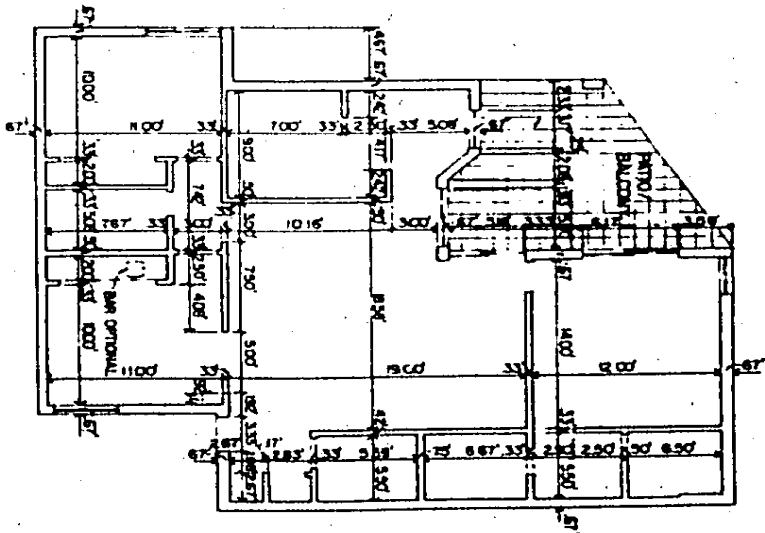




FLOOR PLAN UNIT TYPE C  
 BUILDINGS "P" 8 "Q"  
 4 STORIES  
 (PRIVATE DWELLING NOS ENDING IN  
 "08")  
 EXHIBIT X



NOTE: SEE INDIVIDUAL BUILDINGS  
 PLANS FOR DESIGN AND  
 DIMENSIONS OF PATIOS OR  
 BALCONIES.

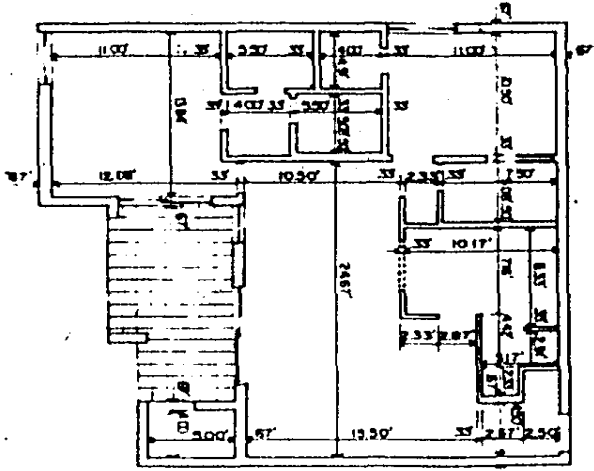


FLOOR PLAN UNIT TYPE D  
 BUILDINGS "P" 8 "Q"  
 4 STORIES  
 (PRIVATE DWELLING NOS ENDING IN  
 "05")  
 EXHIBIT X



NOTE: SEE INDIVIDUAL BUILDINGS  
 PLANS FOR DESIGN AND  
 DIMENSIONS OF PATIOS OR  
 BALCONIES.





**FLOOR PLAN UNIT TYPE H-1**  
**BUILDINGS "P" & "Q"**  
**4 STORIES**  
 (PRIVATE DWELLING NOS. ENDING IN "10")

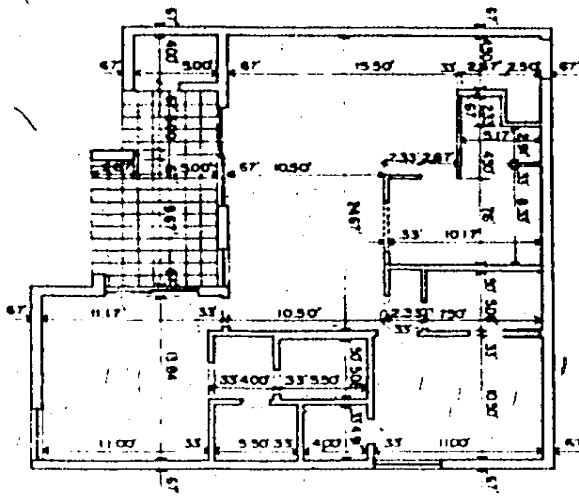
EXHIBIT "A"



NOTE: SEE INDIVIDUAL BUILDINGS  
 PLANS FOR DESIGN AND  
 DIMENSIONS OF PATIOS OR  
 BALCONIES.

j.l.delgado  
 architects





**FLOOR PLAN UNIT TYPE H-1  
BUILDINGS "P" 8 "Q"  
4 STORIES**

(PRIVATE DWELLING NOS ENDING IN "01")  
**EXHIBIT "A"**



**NOTE: SEE INDIVIDUAL BUILDINGS  
PLANS FOR DESIGN AND  
DIMENSIONS OF PATIOS OR  
BALCONIES.**

18 " 18



**J. I. delgado  
architects**



KENLAND POINTE CONDOMINIUM IISCHEDULE OFPERCENTAGE OF UNDIVIDED INTEREST IN COMMON PROPERTY

| <u>PRIVATE DWELLING</u> | <u>PERCENT OF UNDIVIDED INTEREST</u> | <u>PRIVATE DWELLING</u> |
|-------------------------|--------------------------------------|-------------------------|
| P-101                   | 1.0535                               | Q-101                   |
| P-102                   | 1.3537                               | Q-102                   |
| P-103                   | 1.3537                               | Q-103                   |
| P-104                   | 1.4629                               | Q-104                   |
| P-105                   | 1.0699                               | Q-105                   |
| P-106                   | 1.0699                               | Q-106                   |
| P-107                   | 1.4629                               | Q-107                   |
| P-108                   | 1.3100                               | Q-108                   |
| P-109                   | 1.3100                               | Q-109                   |
| P-110                   | 1.0535                               | Q-110                   |
| P-201                   | 1.0535                               | Q-201                   |
| P-202                   | 1.3537                               | Q-202                   |
| P-203                   | 1.3537                               | Q-203                   |
| P-204                   | 1.4629                               | Q-204                   |
| P-205                   | 1.0699                               | Q-205                   |
| P-206                   | 1.0699                               | Q-206                   |
| P-207                   | 1.4629                               | Q-207                   |
| P-208                   | 1.3100                               | Q-208                   |
| P-209                   | 1.3100                               | Q-209                   |
| P-210                   | 1.0535                               | Q-210                   |
| P-301                   | 1.0535                               | Q-301                   |
| P-302                   | 1.3537                               | Q-302                   |
| P-303                   | 1.3537                               | Q-303                   |
| P-304                   | 1.4629                               | Q-304                   |
| P-305                   | 1.0699                               | Q-305                   |
| P-306                   | 1.0699                               | Q-306                   |
| P-307                   | 1.4629                               | Q-307                   |
| P-308                   | 1.3100                               | Q-308                   |
| P-309                   | 1.3100                               | Q-309                   |
| P-310                   | 1.0535                               | Q-310                   |
| P-401                   | 1.0535                               | Q-401                   |
| P-402                   | 1.3537                               | Q-402                   |
| P-403                   | 1.3537                               | Q-403                   |
| P-404                   | 1.4629                               | Q-404                   |
| P-405                   | 1.0699                               | Q-405                   |
| P-406                   | 1.0699                               | Q-406                   |
| P-407                   | 1.4629                               | Q-407                   |
| P-408                   | 1.3100                               | Q-408                   |
| P-409                   | 1.3100                               | Q-409                   |
| P-410                   | 1.0535                               | Q-410                   |

EXHIBIT "B"  
TO DECLARATION OF CONDOMINIUM  
KENLAND POINTE CONDOMINIUM II