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DECLARATION OF CONDOMINIUM
OF

HILLSBORO LE BARON CONDOMINIUM APARTMENTS
A Condominium

Pompano Beach, Florida

FAIRVIEW LAND CORP., A Florida Corporation, hereinafter referred to as "Owner," on behalf of itself and its successors, grantees and assigns, and to its successors, grantees and assigns, does hereby declare that the lands hereinafter described are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provisions of Chapter 711, Florida Statutes 1963, as amended, in accordance with the terms and conditions of this Declaration as hereinafter set forth.

I. NAME

The name by which this condominium shall be entitled shall be HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium.

II. LEGAL DESCRIPTION OF THE LAND

The lands owned by the land owner which are hereby submitted to the condominium form of ownership are the following described lands situate, lying and being in Broward County, Florida:

All that part of Government Lot 4, in Section 17, Township 48 South, Range 43 East, lying between a line parallel to and 1716 feet South of (measured at right angles) the North line of said Section 17, and a line parallel to and 4150 feet South of (measured at right angles) said North line of Section 17. Said lands situate in Broward County, Florida. Subject to the right-of-way of the Intracoastal Waterway and the right-of-way of State Road A-1-A, as now located and constructed.

FURTHER SUBJECT to the following:

1. Any and all easements, licenses, restrictions, reservations or limitations of record; and
2. Subject to governmental zoning, building code and bulkhead laws, ordinances or regulations.

III. DEFINITIONS

- A. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.
- B. Association means HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., the entity responsible for the operation of this condominium.
- C. Common elements means the portions of the condominium property not included in the units.

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D. Common expenses means the expenses for which the unit owners are liable to the Association, including any rentals payable on property leased by the condominium association, as hereinafter described in Article VI hereof.

E. Common surplus means the excess of all receipts of the association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

F. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

G. Condominium unit means a unit together with the undivided share in the common elements which is appurtenant to the unit.

H. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium. Included herein is the association's rights in a long-term lease assigned to the association for the recreation and parking areas which embrace the property hereinafter described in Article VI hereof.

I. Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

J. Unit means a part of the condominium property which is subject to private ownership.

K. Unit owner means the owner of a condominium unit.

L. Developer means FAIRVIEW LAND CORP., a Florida corporation.

M. Majority, or majority of operating owners, means unit owners with 51% or more of the votes assigned in the condominium documents to the unit owners for voting purposes.

N. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

O. Institutional first mortgage means a first mortgage originally executed and delivered to a bank, a federal savings association, an insurance company, or real estate investment trust authorized to transact business in the State of Florida, creating a first mortgage lien on a unit together with any other interest or undivided share in the common elements appurtenant to such unit.

Owner means FAIRVIEW LAND CORP., a Florida corporation.

CONDOMINIUM DOCUMENTS

The documents by which the condominium will be established are as follows:

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This Declaration of Condominium, hereinafter called Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration. Attached to the Declaration of Condominium are the following exhibits:

A. Plot plan of property and floor plans showing the various floors of the apartment buildings which are submitted to the provisions of Chapter 711, Florida Statutes 1963, as amended, duly certified as required under said Act, which is marked Exhibit A.

B. Articles of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium, a non-profit corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual units, which is marked Exhibit B.

C. By-Laws of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium, which is marked Exhibit C.

D. Rules and Regulations, which is marked Exhibit D.

E. Form of condominium deed by which the developer will convey particular units and appurtenances thereto in the condominium to purchasers thereof and which will describe the condominium unit. A typical condominium deed attached hereto as Exhibit E.

V. BASIC PROPERTY COMPONENTS

The real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plans:

A. LAND USE: The real property herein submitted, together with the 99-year leasehold interest on certain units of the condominium which is hereinafter fully described in Article VI of this Declaration, shall be used solely for residential purposes, parking and recreational activities associated therewith.

B. IMPROVEMENTS: The improvements to be constructed upon the land submitted herein to the condominium form of ownership shall be as follows:

1. The condominium shall include two apartment buildings containing 164 units including parking and recreational facilities.

2. In addition to the buildings, said condominium shall include certain exterior parking areas, docks, driveways and de-walks located on the property described in Article II of this Declaration.

C. EASEMENTS AND LICENSES: Easements for public utilities shall be granted, where necessary, to public utilities requiring the same in order to service the real property which is a part of this condominium.

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VI. 99-YEAR LEASE

As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, the association, HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., shall be found to observe and perform all of the duties, obligations and liabilities on the part of the Lessee to be observed and performed as set forth in that certain long-term lease hereinafter referred to as Lease which is to be entered into by Developer, as Lessee, with DONALD J. LUNNY, individually and as Trustee, joined by his wife, HELEN LUNNY, as Lessors, which said Lease shall be assigned by the Developer to the Association. Said lease and assignment shall be recorded in the Official Records of Broward County, Florida, immediately following the recording of this Declaration of Condominium and immediately following the conveyance of the leased property by the Developer to the said DONALD J. LUNNY, as Trustee. Said Lease shall include units No. 101W, 101E, and 102E of HILLSBORO LE BARON CONDOMINIUM APARTMENTS. Said Lease shall be subject to all of the terms, conditions and covenants of this Declaration of Condominium.

The aforementioned 99-year lease requires the payment by the Association of an annual rental which shall be payable in monthly installments to Lessors as is more fully provided in said Lease. Said 99-year lease also contains provisions providing for the adjustment of said rent in case of any increase in the cost of living or in the event of devaluation of the United States Dollar.

The rentals to be paid by the Association in connection with its performance of the terms of said lease shall be deemed a common expense which shall be assessed against each of the units in the condominium.

The Developer, as the owner of all of the units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, has reserved the right to create a lien against each of the units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, in favor of Lessors as security for the payment of said rental prior to the assignment of said lease to HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. A unit owner shall not be responsible for the default of another owner in failing to pay his share of the rental due on said lease.

VII. DEVELOPER'S UNITS AND PRIVILEGES

A. The Developer at the time of the recording of this Declaration of Condominium, is the owner in fee simple of all of the individual condominium units together with any appurtenances thereto. The Developer is irrevocably empowered notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by the Association, including any units re-acquired by the Developer. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the

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event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save for this right to sell, rent or lease, as contained in this paragraph. Any institutional mortgagee acquiring title to a unit by foreclosure or by deed in lieu of foreclosure shall have the same right to sell, lease or rent such unit to any persons approved by it, and shall have all other rights accorded to the Developer herein without charge to the mortgagee. Institutional mortgagee shall be permitted to sell at foreclosure sale under same conditions as set forth herein, no prior approval being necessary.

B. The Developer retains the right to elect a majority of the members of the Board of Directors of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium, until such time as it has sold all the units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS. Any institutional lender succeeded to the rights of the Developer shall have the same rights as are conferred upon the Developer herein. The mortgagee in the execution hereof is an institutional lender within the meaning of these documents.

C. Until such time as the Developer has sold all of the units of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, it shall be assessed on unsold units only for that part of the common expense for maintenance and operations which are in excess of the sums collected by assessments against the owners of the other units, and shall not be liable for any assessments for rentals on the lease with DONALD J. LUNNY, as Trustee. Neither the Association nor any other owner of a unit shall be liable for paying the assessments for rentals due on any units owned by the Developer and the owners of other units shall be responsible only for paying their share of the rental on said lease to the Association and the Association, in turn, shall be only responsible for paying rentals to DONALD J. LUNNY, as Trustee, on units other than those owned by the Developer.

D. This Article VII shall not be subject to amendment.

VIII. OWNERSHIP OF CONDOMINIUM UNITS, MAINTENANCE AND ALTERATIONS

Each condominium unit shall include the following interest, rights easements and appurtenances in the condominium:

A. REAL PROPERTY: Each condominium unit, together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

B. POSSESSION: Each condominium unit owner shall be entitled to the exclusive possession of his unit.

C. BOUNDARIES: Each condominium unit shall include all of the unit building within the boundaries which shall be determined in the following manner:

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

1. Upper and Lower Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundary: The horizontal plane of the undercoat finished ceiling.
- (b) Lower Boundary: The horizontal plane of the lower surfaces of the floor slab. Where the lower surfaces of the floor slab coincide with the upper boundary of a lower unit, said lower boundary shall be considered as the same as the horizontal plane of the undercoat finished ceiling of said lower unit.

2. Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- (a) Exterior Building Walls. The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the unit building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereof.
- (b) Interior Building Walls: The vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:
 - (1) When walls between units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.
 - (2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half of the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

D. APPURTENANCES: The ownership of each condominium unit shall include, and there shall pass with each condominium unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium

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property, which shall include but not be limited to:

1. Restrict the Use of the Parking Elements to Unit Owners:

The Association shall have the exclusive right to assign the parking spaces within the leased units as well as the parking spaces located in the common elements. Extra parking spaces, if any, shall be controlled by the Board of Directors of the Association and may be assigned for guest parking or may be leased to owners on an annual basis at a rental to be fixed by the Board of Directors. Each unit owner shall have the exclusive right to use one storage closet. Once parking spaces have been assigned, they shall not be changed without the consent of the unit owner to whom such spaces have been assigned.

2. General Common Elements: The right to use in common with

the other unit owners the general common elements which shall be all parts of the condominium not included within an individual unit or within a limited common element. The ownership of each unit shall include and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property. Each unit shall have an undivided share in and to the common areas, facilities and elements of the condominium and each unit shall bear an undivided share of the common expenses of the condominium and shall have an undivided share in the common surplus of the condominium. The undivided share in the common areas, facilities and elements and of the common expenses and common surplus assigned to each unit, and the undivided share of the rental allocated to each unit to be assessed by the condominium and which will be payable to said DONALD J. LUNNY, as Trustee, by the condominium, as hereinafter set forth, is shown as a percentage as follows:

<u>Percent of share in common elements and surplus</u>	<u>Percent of share Common expense</u>	<u>Percent of Rental on units leased by Association</u>
Penthouse 5E .6189	.6240	.6240
Units 101W, 101E and 102E .6097	none	none
All other units .6097	.6211	.6211

In the event of the termination of the condominium, each owner's interest in the common facilities shall be in the proportion hereinabove set forth.

E. EASEMENT TO AIR SPACE: The appurtenances shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. CROSS EASEMENTS: The appurtenances shall include the following easements from each unit owner to each other unit owner and to the Association:

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1. Ingress and Egress: Easements through the common areas for ingress and egress.

2. Maintenance, Repair and Replacement: Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Such access to the units shall be only during reasonable hours except that access may be had at any time in case of emergency.

3. Support: Every portion of a unit contributing to the support of the buildings shall be burdened with an easement of support for the benefit of all other units and common elements in the buildings.

4. Utilities: Easements through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units and the common elements, provided, however, that such easements through a unit shall be only according to the plans and specifications for the buildings unless approved in writing by the owner of the unit.

G. MAINTENANCE: The responsibility for the maintenance of a unit shall be as follows:

1. By the Association: The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of any unit except interior wall surfaces not contributing to the support of the buildings which portions shall include but not be limited to the roof, outside walls of the buildings, interior boundary walls of units, and load-bearing columns, but excluding all fixtures and appliances.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls; and all such facilities contained with a unit which service part or parts of the condominium other than the unit within which contained.

(c) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(d) Any and all costs of maintenance, operation, insurance, taxes, etc., incurred by the Association in connection with the operation of the property units leased from DONALD J. LUNNY, as Trustee.

2. By the Unit Owner: The responsibility of the individual unit owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings, including screened porches, without the written consent of the Board of Directors of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium.

(c) To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.

H. ALTERATION AND IMPROVEMENT: No unit owner shall make any alterations in the portions of the unit and buildings which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the buildings, or impair any easement, without first obtaining unanimous approval of all owners of other units in the condominium, and the approval of the Board of Directors of the Association.

I. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence, or until after the condominium is dissolved.

IX. ASSESSMENTS

Assessments against the unit owners shall be made by the Association and shall be governed by the following provisions:

A. Share of Expense, Common Expense: The expense for the operation and maintenance of the common elements (including both general common elements, limited common elements and property leased pursuant to the provisions of Article VI) shall be a common expense. Each unit owner shall be liable for his share of said common expense and rentals, which share of expense and rentals is set forth in Article VIII D.2.

(1) Immediately following the recordation of this Declaration, the Developer shall convey Units 101W, 101E and 102E to DONALD J. LUNNY, as Trustee. As a covenant running with this condominium and as a specific condition to submitting the condominium property to condominium ownership, the Association shall be bound to observe and perform all of the conditions, obligations and liabilities on the part of the Lessee to be observed and performed as set forth in that certain lease (hereinafter referred to as the "Lease") to be entered into immediately following such conveyance between the said DONALD J. LUNNY, as Trustee, as Lessor, and FAIRVIEW LAND CORP., as Lessee (a copy of which lease is hereto annexed as Exhibit F), leasing Units 101W, 101E and 102E of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, which said lease shall immediately thereafter be assigned to the Association by assignment (a copy of which is hereto annexed as Exhibit G). The moneys to be paid by the Association in connection with its performance of the terms of said lease shall be deemed a special common expense subject to the limitation of liability for this particular special common expense as set forth in subparagraph (2) hereof.

(2) Notwithstanding any provisions in this Declaration to the contrary, should the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability on such mortgagee for payment of any portion of the obligations arising from said lease. This immunity and waiver of obligations in favor of the mortgagees shall apply to all obligations arising from the lease which have accrued prior to the acquisition of title by the mortgagee as well as such liability accruing or becoming payable prior to the sale or rental of such unit by said mortgagee owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals or other obligations waived in the manner set forth above.

B. Accounts: All sums collected from assessments shall be held in trust for the unit owners and shall be credited to the unit owner's account from which shall be paid the expenses for which the respective assessments are made.

C. Assessments for Recurring Expenses: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unused fund balance credit to such account. Assessments shall be made for the calendar year annually in advance on December first preceding the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in twelve (12) equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. Upon default of any unit owner in the payment of such monthly installment within thirty (30) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such monthly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. Liability for Payment in the Event of Foreclosure: In the event of foreclosure of a first mortgage encumbering a unit, the purchaser at such sale, his successor or assigns shall not be liable for the share of assessments pertaining to such unit chargeable to the former owner of such unit which became due prior to the foreclosure sale of such unit. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the unit owners, including the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgagee in lieu of foreclosure. The exemption for payment of assessments is in addition to the exemption of the unit from the additional exemptions granted

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E. Assessments for Emergencies: Assessments for common expenses of emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval of the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective; and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

F. Special Assessments: Special assessments other than those required for recurring expenses may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, such as for capital expenditure and for replacements. Any special assessment in an amount exceeding \$100.00 per year per unit which is not considered as a recurring expense, shall not be levied without the prior approval of owners owning at least 75% of the undivided interests in the common elements in HILLSBORO LE BARON CONDOMINIUM APARTMENTS; provided, however, that any assessment levied under the provisions of Article X G.5. for the purpose of reconstruction or repair by the Association of any damage to a unit or to the common elements shall not require the consent of 75% of the owners; further provided, however, that said assessment or assessments may be made only if said damage is to be repaired or reconstructed, as provided in the Declaration of Condominium. Special assessments may, if they meet the requirements of this paragraph, be included in the annual budget. In any event however, no assessment may be made for the purchase of condominium units in this condominium or for the purchase of any other real property. Notwithstanding anything to the contrary set forth above, special assessments may be made only for maintenance and repairs on existing condominium facilities except after obtaining the written consent of the institutional mortgagees or if the amount of the special assessment shall not exceed six (6) months' normal assessment.

G. Assessment for Liens: All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one unit or any portion of the common areas shall be paid by the Association as a common expense and shall be assessed against the units as attributed to the common areas.

H. Assessment Roll: The assessments for common expenses shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection by unit owners at all reasonable times. Such roll shall indicate for each unit the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the unit owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment rolls by the Treasurer or Assistant Treasurer of the Association as to the status of a unit owner's assessment account as of the date upon which it is delivered.

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I. Liability for Assessments: The owner of a unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facility or by abandonment of the apartment for which the assessments are made. A purchaser of a unit at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.

J. Lien for Assessments: The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraph C hereof, shall be secured by a lien upon:

1. The unit and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive, by virtue of the recordation.

2. All tangible personal property located in the unit except that such lien shall be subordinate to bona fide liens of record.

K. Collections:

1. Interest, application of payments, assessments and installments paid on or before thirty days after due date shall not bear interest; but all sums not paid on or before thirty days after due date shall bear interest at the rate of eight per cent (8%) per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

2. Suit - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment or by any other competent proceeding and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suits and attorneys' fees.

X. ADMINISTRATION

The administration of the condominium, including the acts required by the Association by the condominium documents, the maintenance, repair and operation of the common facilities, and the maintenance and repair of all portions of units required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

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A. HILLSBORO LE BARON CONDOMINIUM APARTMENTS, the Association, has been incorporated under the name of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., as a corporation not for profit, under the laws of the State of Florida under Articles of Incorporation, a copy of which is attached hereto. Any other form of organization for the Association may be substituted upon unanimous approval of the members.

B. The By-Laws of the Association are attached hereto and shall remain in effect until such By-Laws are amended as therein provided.

C. The duties and powers of the Association are those set forth in the condominium documents together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Notice for a special meeting may be given by the Association to unit owners and by unit owners to the Association in the manner provided for notice to members by the By-Laws of the Association.

E. Trust. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the unit owners and for the purposes therein stated.

F. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. The insurance agency and insurance company shall be subject to approval by any institutional lender which may be the mortgagee of an individual unit and which, at the time for approval, is the owner and holder of the oldest unsatisfied mortgage upon a unit in the condominium, held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

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(c) Named insured. The named insured shall be the Association individually and as agent for the unit owners without naming them, and shall include the mortgagees of units and DONALD J. LUNNY, as Trustee, as Lessor of the leased property referred to in Article VI of this Declaration. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(d) Copies to Mortgagees and DONALD J. LUNNY, as Trustee. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee and a copy of each insurance policy and all endorsements to DONALD J. LUNNY, as Trustee. Such copies shall be furnished not less than ten days prior to the expiration of expiring policies.

2. Coverage.

(a) Casualty. All buildings and improvements upon the land, including the lands leased under Article VI hereof, and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee.

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4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, and DONALD J. LUNNY, as Trustee, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to POMPANO BEACH BANK & TRUST COMPANY, as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as they are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners, their mortgagees, and DONALD J. LUNNY, as Trustee, in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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

(d) Rights of DONALD J. LUNNY, as Trustee. The interest in insurance proceeds of all owners shall be subject to a lien in favor of DONALD J. LUNNY, as Trustee, provided, however, that said DONALD J. LUNNY, as Trustee, shall not have any right to determine or participate in the determination as to whether any damaged property other than the property leased from the Trustee, shall be recon-

structed or repaired, or to have applied against rentals due the Trustee any of the proceeds of said insurance except in the event of a termination of this condominium, as hereinafter provided. In the event the leased property is damaged, then the reconstruction or repair of the same shall be subject to the terms and conditions of the lease referred to in Article VI of this Declaration.

5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed only to the beneficial owners, provided, however, that said proceeds shall be payable to said unit owners, any mortgagee holding an institutional mortgage on said apartment and to DONALD J. LUNNY, as Trustee, or assigns. In this event, said proceeds shall first be utilized to pay off or be applied against the mortgage lien held by said institutional mortgagee and the balance, if any, shall be payable jointly to DONALD J. LUNNY, as Trustee, and to said unit owners, as hereinafter provided for in Article XIII hereof.

(d) Certificate. In making distribution to unit owners, their mortgagees and DONALD J. LUNNY, as Trustee, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the unit owners and their respective shares in the distribution.

6. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

7. Benefit of Mortgagees. Certain provisions in this Paragraph F. entitled "Insurance" are for the benefit of mortgagees of condominium units, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

8. Reconstruction or repair after casualty.

1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether

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or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Leased Property. Damage to leased property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(c) Unit Buildings.

(1) Lesser Damage. If the damaged improvement is one of the buildings, and if units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major Damage. If the damaged improvement is one of the buildings, and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired and the condominium will not be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to not reconstruct or repair said damage. In the event that the owners of 75% of the common elements agree not to reconstruct or repair said damage within said 60-day period, then and in that event the condominium will be terminated without agreement.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the buildings, by the owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

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

4. Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association

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has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association, is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit, then the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs or reconstruction and repair.

(6) Damage to Leasehold Property. In the event of any damage to the leasehold property, the disbursement of funds received from any insurance proceeds, together with any assessments, if required, shall be disbursed in accordance with the terms and conditions of the lease referred to in Article VI of this Declaration.

H. Taxes and Special Assessments

1. Anticipated taxes. It is anticipated that taxes and special assessments upon the units and common facilities will be assessed by the taxing authorities to the unit owners.

2. Other assessments. Any taxes and special assessments upon the condominium property which are not assessed against the unit owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the unit owners as a common expense, subject to the provisions of Article XIV hereof.

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In the event that taxes payable by the Association on the leased property are not assessed against the individual owners, said taxes will be paid by the Association and the amount of said taxes will be then assessed against each of the owners in the same manner as other assessments for recurring expenses.

3. Return for taxation. The Association shall make a return of all units for taxation in the name of the respective owners. Such return shall show each unit owner's share in the apartment building as being the share which the unit owner owns in the common facilities which are appurtenant to the units in the buildings.

XI. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences - The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

The property leased by the Association shall be utilized for parking, recreation and sports.

B. Nuisances - No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage be allowed to accumulate nor any fire hazard be allowed to exist.

C. Lawful use - No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing - Entire units may be rented provided the occupancy is only by the lessee and his family and is not for less than three months and not longer than one year. No rooms may be rented and no transient tenants accommodated. All leases must be approved by the Board of Directors of the Association.

E. Regulations - Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association before the same shall

become effective. Copies of such regulations and amendments thereto shall be furnished to all unit owners. Initial regulations covering the use of the condominium property and the leased property, as set forth in Exhibit D shall be binding upon each of the owners of condominium parcels as of the date of recording this Declaration of Condominium.

F. Conveyances - In order to secure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions so long as the buildings, in useful condition, exist upon the land:

1. Sale or lease - No unit owner may dispose of a unit or any interest therein by sale or by lease for any term without approval of the Association, except to another unit owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the unit. The approval of the Association shall be obtained as follows:

(a) Notice to Association. A unit owner intending to make a bona fide sale or a bona fide lease for a period of longer than one year of his unit or any interest therein shall give notice to the Association of such intention, together with such name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the approval of the Association shall be in recordable form and delivered to the purchaser or lessee. In the event that the Association does not furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event the seller shall be free to sell or lease his unit to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.

(c) In the event of the death of the owner of a unit, his heirs, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee, or grantee or the personal representative of the estate to occupy said unit together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the occupancy of the unit by such applicant or furnish a purchaser who will purchase the unit from said heir, devisee, or grantee or the personal representative of the estate at the then market value of the unit. In the event that the Association does

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not furnish a purchaser approved by the Association who will purchase said unit from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the unit within thirty (30) days after receipt of such notice, then and in that event the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said unit.

2. Mortgage - No unit owner may mortgage his unit or any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgage may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a unit nor prevent a unit owner from accepting a purchase money mortgage from an approved purchaser.

3. Liens.

(a) Protection of Property. All liens against a unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date of the lien attachment. All taxes and special assessments upon a unit shall be paid before they become delinquent.

(b) Notice of Lien. A unit owner shall give notice to the Association of every lien against his unit other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, or any lien held by DONALD J. LUNNY, as Trustee, no judicial sale of a unit or any interest therein shall be valid unless:

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

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of a unit owner become subject to a first mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through whatever means shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee

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ownership of said unit may be accomplished without the prior approval of the Board of Directors of the Association notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

(d) Should DONALD J. LUNNY, as Trustee, become the owner of the interest held by a unit owner by virtue of the foreclosure of the Trustee's lien for delinquent rent, then and in that event, said DONALD J. LUNNY, as Trustee, or assigns shall have the unqualified right to sell, lease or otherwise dispose of the Trustee's interest and the transfer of the ownership of said unit may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions herein to the contrary but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

5. Unauthorized transactions - Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

6. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association of other unit owners to the following relief:

(a) Legal proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or, in a proper case, by an aggrieved unit owner.

(b) Negligence. A unit owner 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. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit.

(c) Costs and attorneys' fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

XII. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the unit owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and unit owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by seventy-five (75%) per cent of the Board of Directors and by not less than seventy five (75%) per cent of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of one hundred per cent (100%) of the owners.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee must be received in writing by the Association before adoption by the Association of such resolutions.

4. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded among the Public Records of Broward County, Florida.

B. Association Charter and By-Laws. The Articles of Incorporation and the By-Laws of the Association may be amended in the manner provided by such documents.

C. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any unit owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment.

D. Developer's Additional Rights. Irrespective of anything else herein contained, no amendment may be made to this Declaration of Condominium, the Articles of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., the By-Laws of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., or the condominium deeds of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., without the written consent of FAIRVIEW LAND CORP., so long as it retains the ownership of any condominium unit, provided, however, that in no event shall said period of time be less than two (2) years from the recording of the Declaration of Condominium.

E. Prior to the first annual meeting of the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, with the written consent of any institutional mortgagees, FAIRVIEW LAND CORP. and the owner of the fee simple title to the recreational area of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, shall have the right to make changes in the Declaration of Condominium, By-Laws, Articles of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., and any exhibits thereto, including the Plat

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thereof, so long as such changes do not decrease the member's share of the general common elements or increase a member's percentage of the common expenses or ground rentals, or change or modify the percentage of votes which may be cast by any member, or change the location of the individual unit sold to a member, or substantially decrease the size of any unit.

XIII. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the unit owners and all mortgagees and DONALD J. LUNNY, as Trustee, or assigns, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

B. Destruction. In the event it is determined as is elsewhere provided that the condominium shall not be rebuilt after destruction, the condominium form of ownership shall be terminated and the condominium documents revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts effecting the termination, which certificate shall be recorded among the Public Records of Broward County, Florida.

C. Shares of Ownership after Termination. After termination of the condominium, the unit owners shall own the condominium property as tenants in common in undivided shares, said shares being in the same percentages as provided for in Article VIII D.2 of this Declaration, and their mortgagees and liences shall have mortgages and liens upon the respective shares of the unit owners.

In the event of a termination of the condominium, as aforesaid, DONALD J. LUNNY, as Trustee, the Lessor of the property leased to HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., which is referred to in Article VI of this Declaration, shall have a lien securing the payment to the Trustee of any future rentals due or any other sums due the Trustee under the terms and conditions of said lease against the undivided shares of the various unit owners of HILLSBORO LE BARON CONDOMINIUM APARTMENTS (including any insurance proceeds) subject to the lien of any institutional mortgagee as defined in Article III O. of the Declaration of Condominium. Said lien shall be perfected against said undivided shares of the owners when a notice claiming said lien has been recorded by the Lessor or assigns in the Public Records of Broward County, Florida, and which lien shall be effective as against the owner or owners of said undivided shares in and to the condominium property and all parties having notice thereof, actual or constructive, by virtue of the recordation of said lien from and after the recording of the same.

XIV. ADDITIONAL RIGHTS OF MORTGAGEES

As provided in Article VI hereof, the Association is obligated to perform all obligations of the lessee in the lease described in

said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said lease. The foregoing immunity and waiver of obligation to the mortgagees shall apply to all obligations arising from the lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale or leasing of such unit by said mortgagee-owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above. The rights accorded an institutional mortgagee shall not include the extinguishment of the right to claim a lien held by DONALD J. LUNNY, as Trustee, and said rentals shall only abate on said unit until such time as said unit is either sold or leased by the holder of said institutional first mortgage.

XV. COVENANTS RUNNING WITH THE LAND.

All provisions of the condominium documents constitute covenants running with the land and with every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto and every unit owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XVI. SEVERABILITY.

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions thereof.

XVII. PERMANENT EASEMENTS.

Each unit owner shall have a permanent easement over and across units 101A and 101B for ingress and egress to other portions of the building.

IN WITNESS WHEREOF, the Developer, by its appropriate officers, executed this Declaration of Condominium this 5th day of March, 1969, and caused its seal to be affixed.

FAIRVIEW LAND CORP.

Witnesses:

By: [Signature]
President

[Signature]
[Signature]

Attest: [Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

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I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State personally appeared GERALD E. PAUTZ and EDWARD HABER, President and Secretary, respectively, of FAIRVIEW LAND CORP., a Florida Corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 5th day of March 1969.

Sarah Ann Thompson
Notary Public
Business Records Office of Broward County
MY COMMISSION EXPIRES 12 31 1971
DONOLD THOMPSON 1968 - 1971

My commission expires:

**JOINER OF MORTGAGEE
- AN INSTITUTIONAL LENDER**

Jack R. Courshon, as nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Massachusetts business trust, herein called the "Mortgagee," the owner and holder of two certain mortgages upon the following lands in Broward County, Florida:

Those certain lands described in Article II of the Declaration of Condominium to which this joinder is attached,

one of which mortgages is dated March 22, 1968, and is recorded in Official Records Book 3626, page 457 of the Public Records of Broward County, Florida, and the other of which Mortgage is dated October 14, 1968, and is recorded in Official Records Book 3767, page 739, of the Public Records of Broward County, Florida, joins in the making of the foregoing Declaration of Condominium; and the Mortgagee agrees that the lien of said mortgages shall hereafter be upon the following described property; each and every unit of HILLSBORO LE BARON CONDOMINIUM APARTMENTS; in Broward County, Florida:

TOGETHER WITH all of the appurtenances thereto, including all of the undivided shares in the common elements.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
As nominee of the Trustees of
FIRST MORTGAGE INVESTORS, a
Massachusetts business trust.

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared Jack R. Courshon, as nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Massachusetts business trust, and he acknowledges before me that he executed the foregoing instrument as such nominee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami Beach, State and County aforesaid, on this 29th day of April, 1969.

Theresa R. ...
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 11, 1972

3921-570

All that part of Government Lot 4, in Section 17, Township 48 North, Range 48 East, 19th Range a line parallel to and 774 feet south of the line of right of way of the South line of said Section 17, and a line parallel to and 414 feet south of the line of right of way of said South line of Section 17, said lots situate in Broward County, Florida, for use as the site of the construction of the 12-story hotel and the right of way of State Road 40, as now located and constructed.

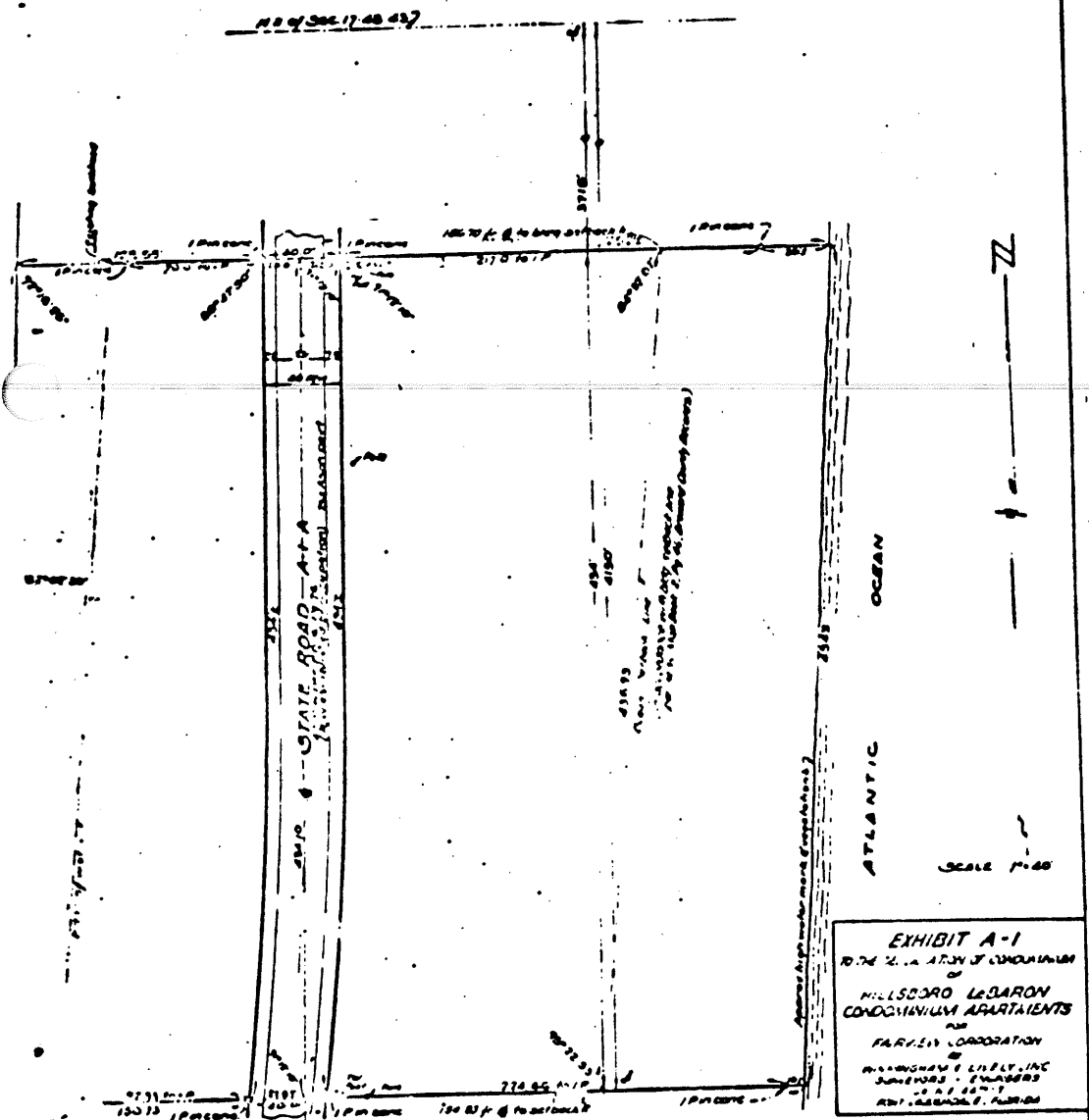
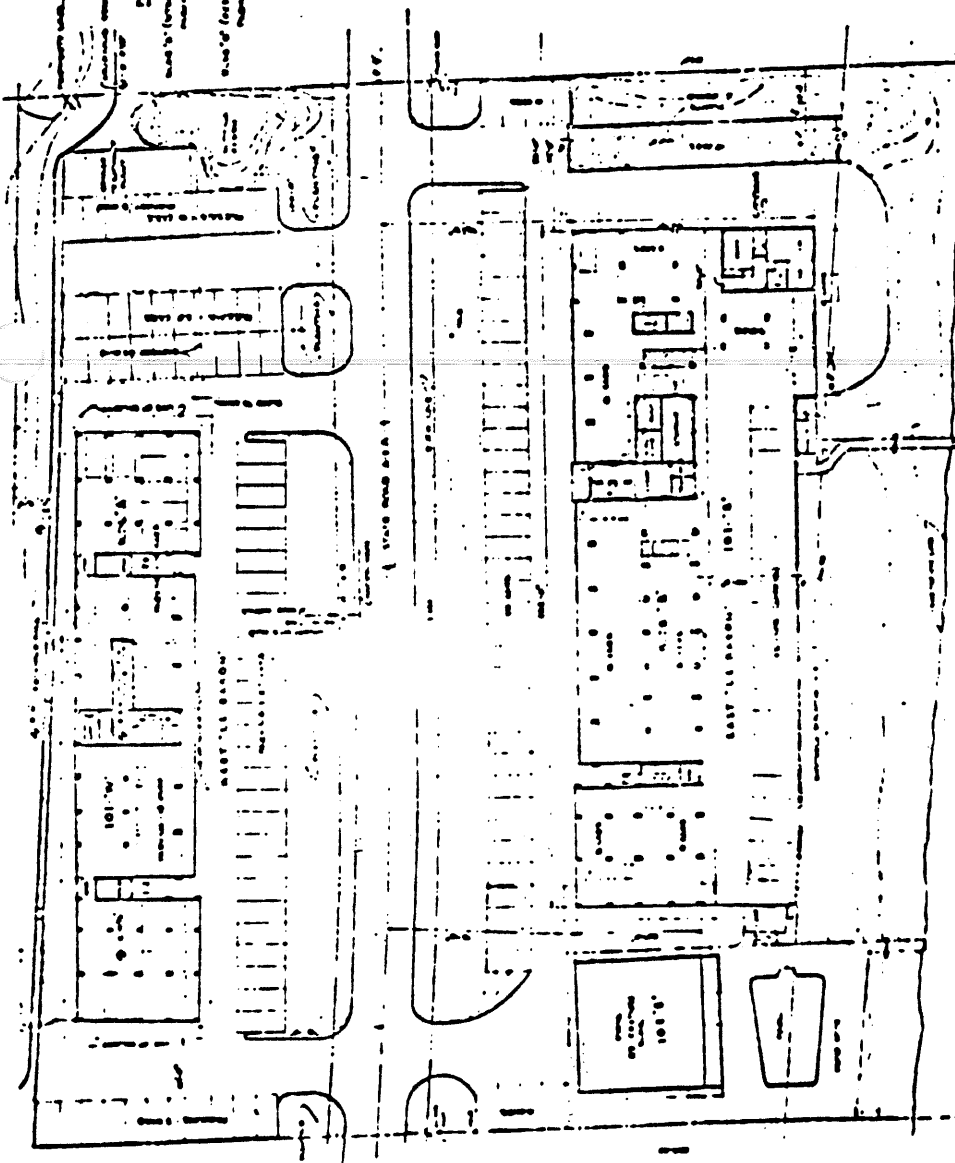


EXHIBIT A-1
 SITE PLAN OF CONDOMINIUM
 OF
 MILLSBORO LE BARON
 CONDOMINIUM APARTMENTS
 FOR
 PARKVIEW CORPORATION
 OF
 WASHINGTON & LEE BLDG
 SUITE 200 - WASHINGTON
 DISTRICT OF COLUMBIA

This is to certify that a survey was made this day of the property as described and shown herein and that the survey and plan are correct and conform to the best of our knowledge and belief.
 Surveyor, State of Florida.
 B-26-67
 May 2, 1967 to show activities
 State of Florida.

101-101
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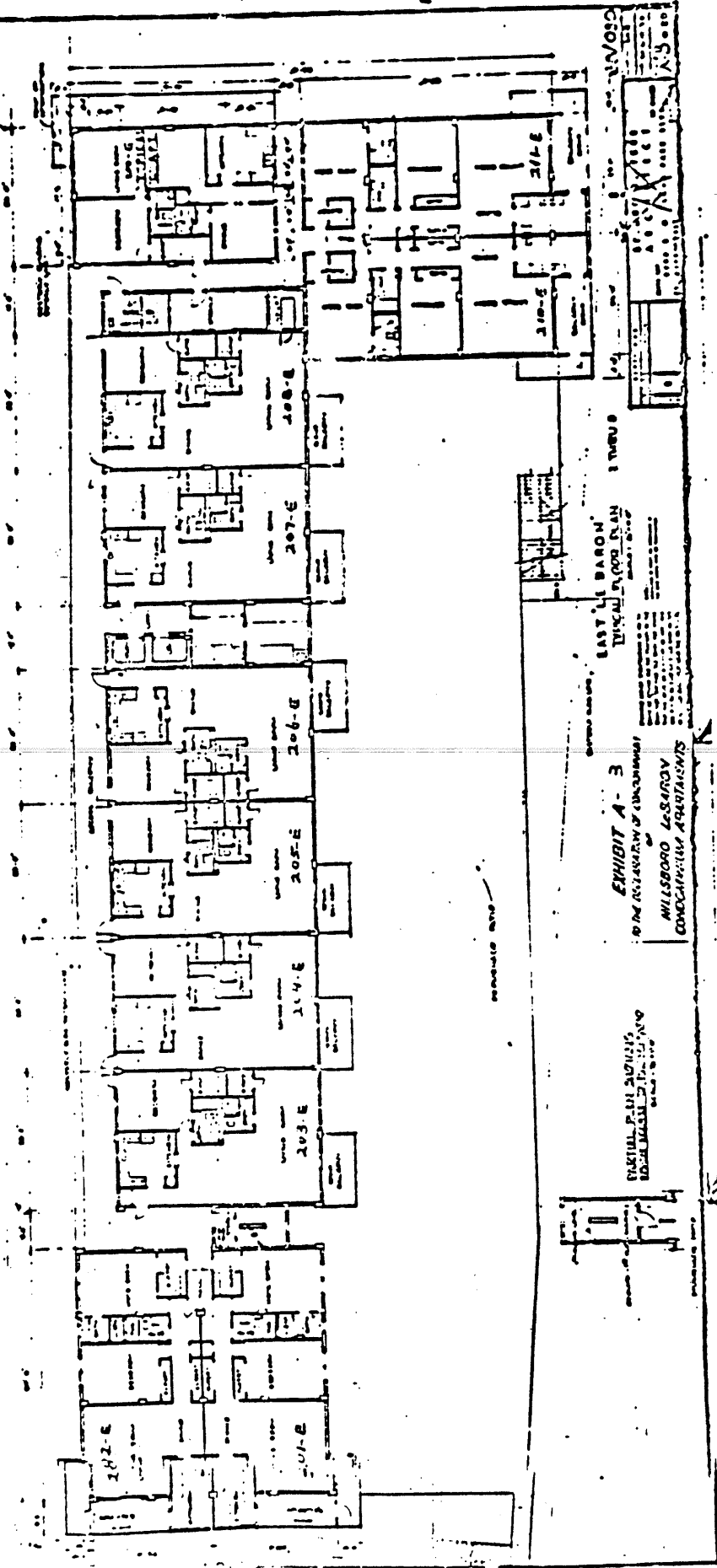


PROJECT NO. 101-101	DATE 10/1/50
DESIGNED BY [Name]	CHECKED BY [Name]
DRAWN BY [Name]	SCALE 1/4" = 1'-0"
NO. OF SHEETS 10	SHEET NO. 10
TITLE FLOOR PLAN	PROJECT 101-101

EXHIBIT A-2
 WILSON LEBRON
 ARCHITECTS
 101-101

1 2 3 4 5 6

413



EAST ST. BARON
HOTEL FLOOR PLAN
MILLSBORO, DELAWARE
CONDOMINIUM APARTMENTS

EXHIBIT A - 3
IN RE: ESTATE OF JAMES EARL RAY
MILLSBORO, DELAWARE
CONDOMINIUM APARTMENTS

EXHIBIT A - 3
IN RE: ESTATE OF JAMES EARL RAY
MILLSBORO, DELAWARE
CONDOMINIUM APARTMENTS

EXHIBIT A - 3
IN RE: ESTATE OF JAMES EARL RAY
MILLSBORO, DELAWARE
CONDOMINIUM APARTMENTS

EXHIBIT A - 3
IN RE: ESTATE OF JAMES EARL RAY
MILLSBORO, DELAWARE
CONDOMINIUM APARTMENTS

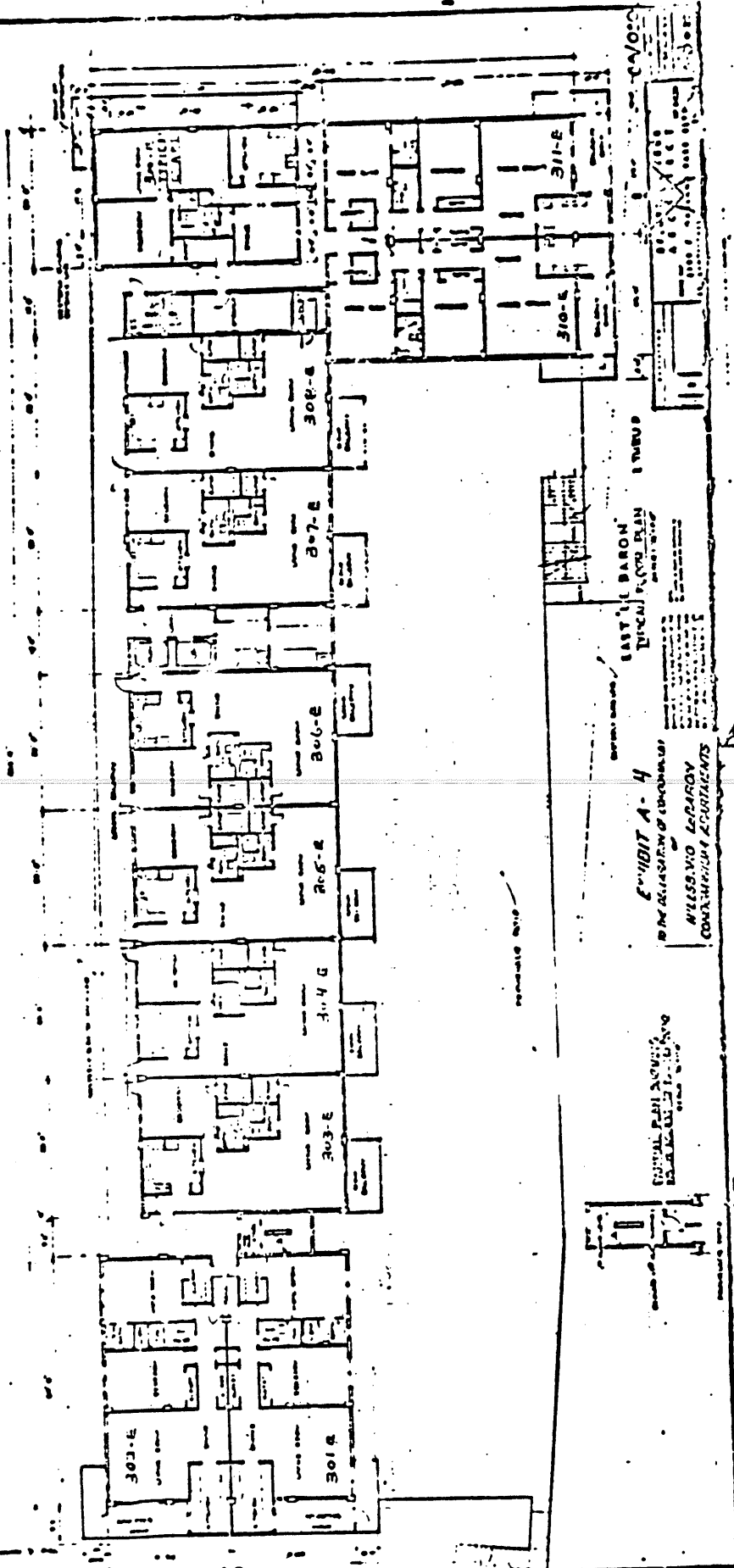


EXHIBIT A-4
 BY THE ARCHITECT & CONSULTANT
 NECESSARY FOR CONSTRUCTION

EAST 1/2 BARON
 TYPICAL FLOOR PLAN

CENTRAL PART NORTH
 12.5' x 12.5' x 12.5' x 12.5'

303-E

304-E

303-E

305-E

306-E

307-E

308-E

310-E

311-E

113

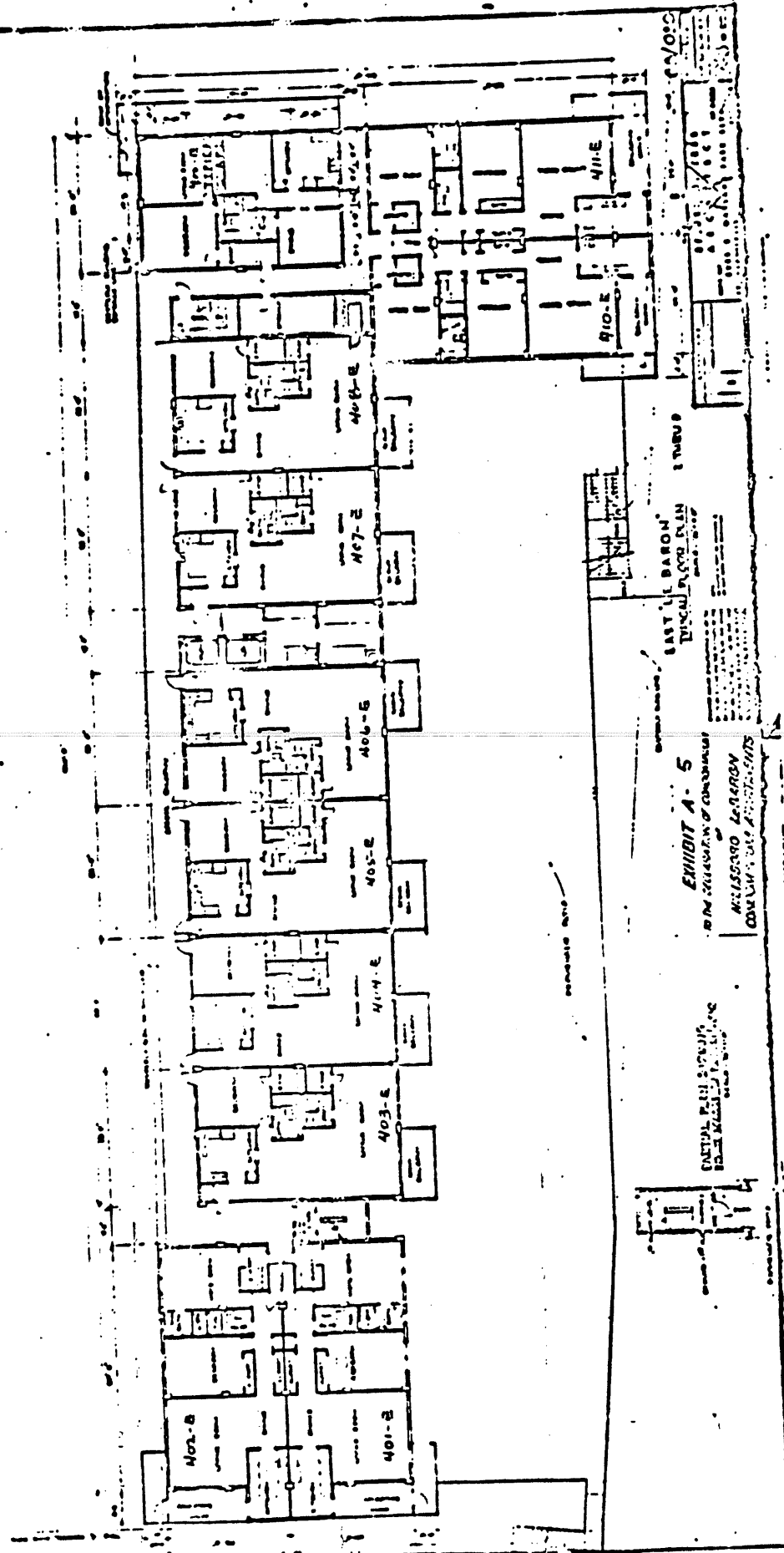


EXHIBIT A - 5
 CAPITAL PLAN BUILDING
 THEATRE STREET
 NEW ORLEANS, LOUISIANA



EAST LE BARON
 THEATRE STREET

STAIRS

410-E

411-E

412-E

413-E

414-E

415-E

416-E

417-E

418-E

419-E

420-E

421-E

422-E

423-E

424-E

425-E

426-E

427-E

428-E

429-E

430-E

431-E

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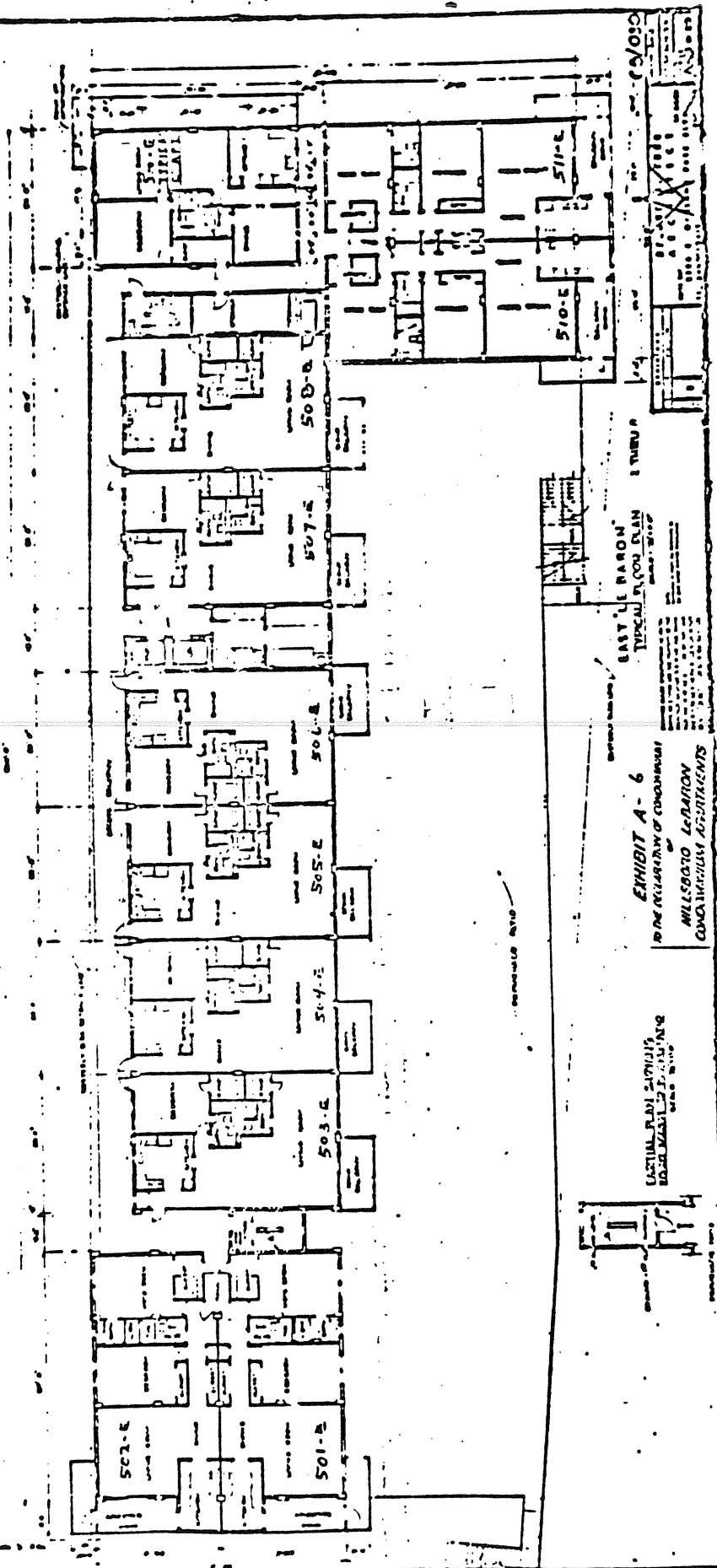
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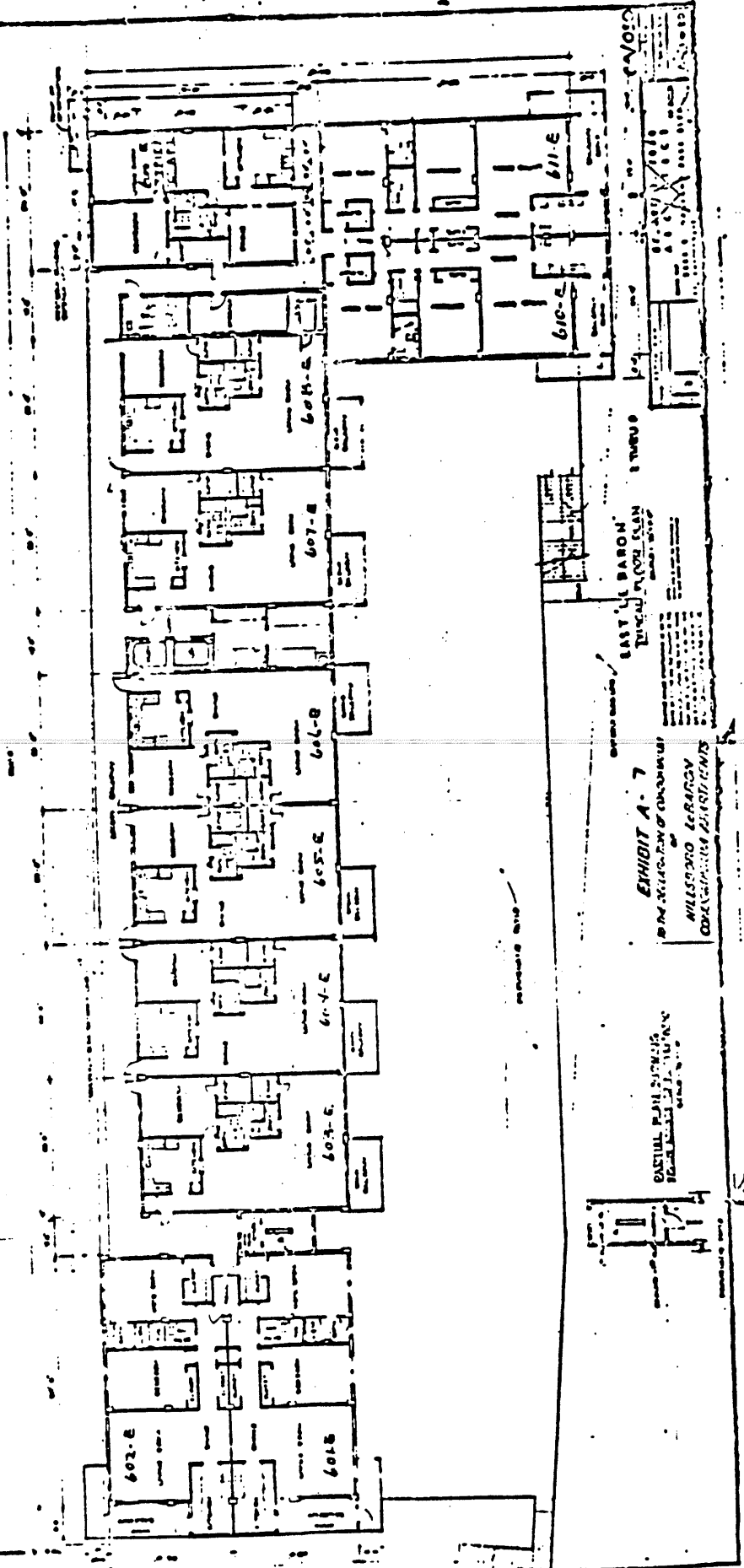
497-E

498-E

499-E

500-E





EAST BARON

EXHIBIT A - 7

PARTIAL FLOOR PLAN

WILSON'S LABORATORY

610-E

609-E

608-E

607-E

606-E

605-E

604-E

603-E

THRU

PLAN

PLAN

PLAN

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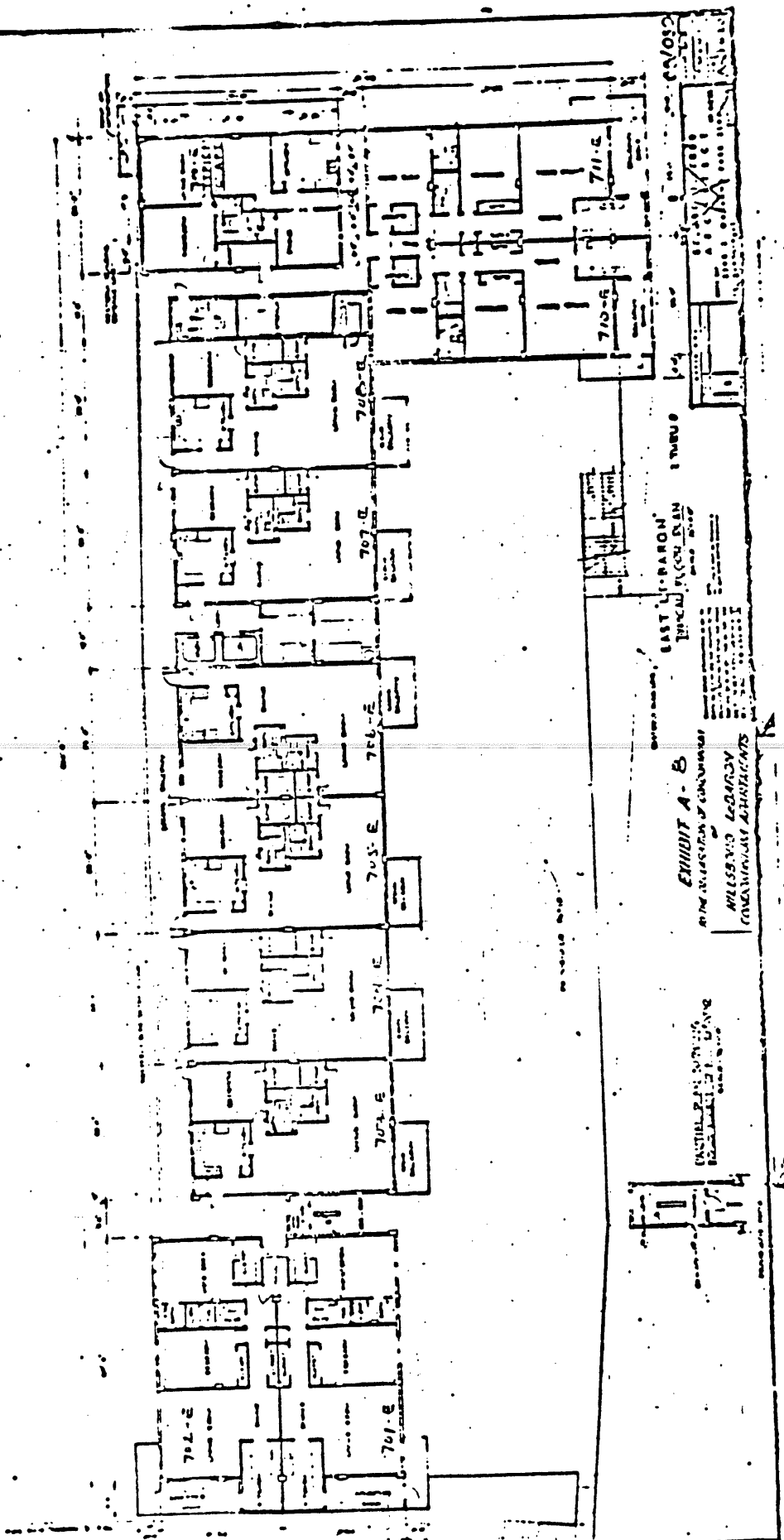
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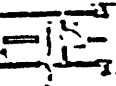


EAST L. BARON
THOMAS B. COLEMAN
ARCHITECTS

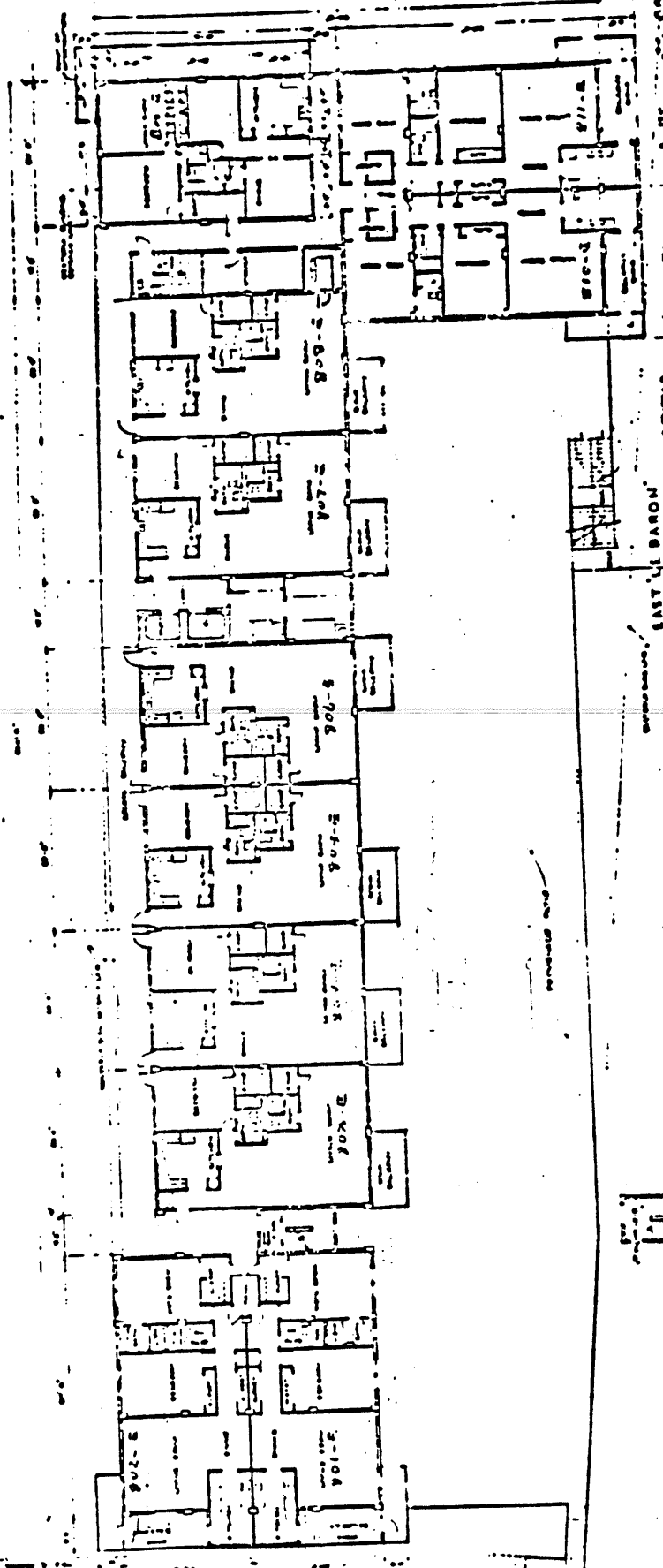
EXHIBIT A - B

PLANS OF THE
WILLIAM L. BARRY
CONVENTUAL BUILDINGS

GENERAL PLAN
BUILDING 1



1/25

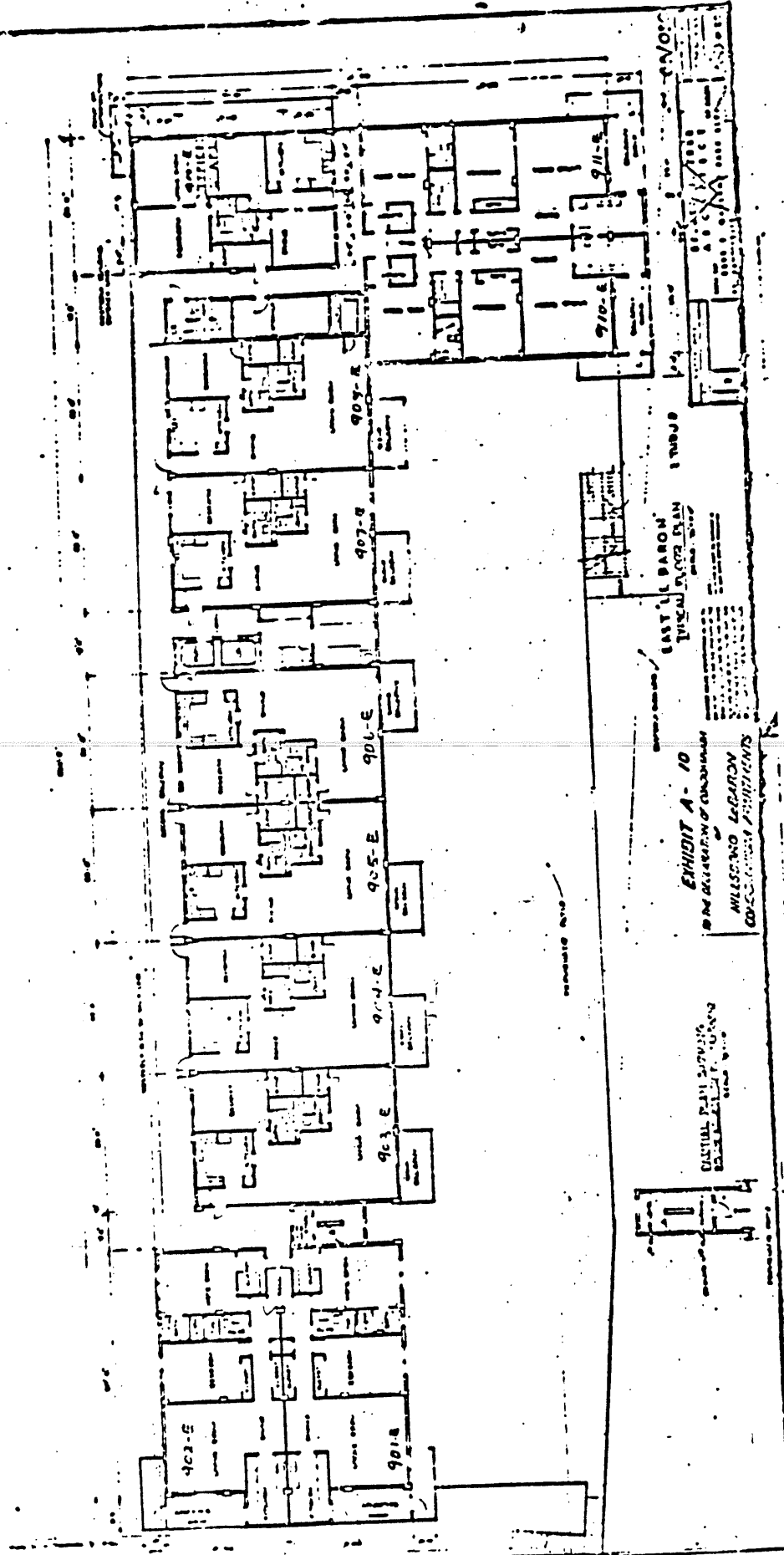


EAST LE BARON
MEDICAL FLOOR PLAN

CHADIT A - 9
BY THE ARCHITECTS OF CHADIT A - 9
WILSON JOHNSON ARCHITECTS

DETAIL RAISE STAIRS
AS SHOWN ON SHEET 3921





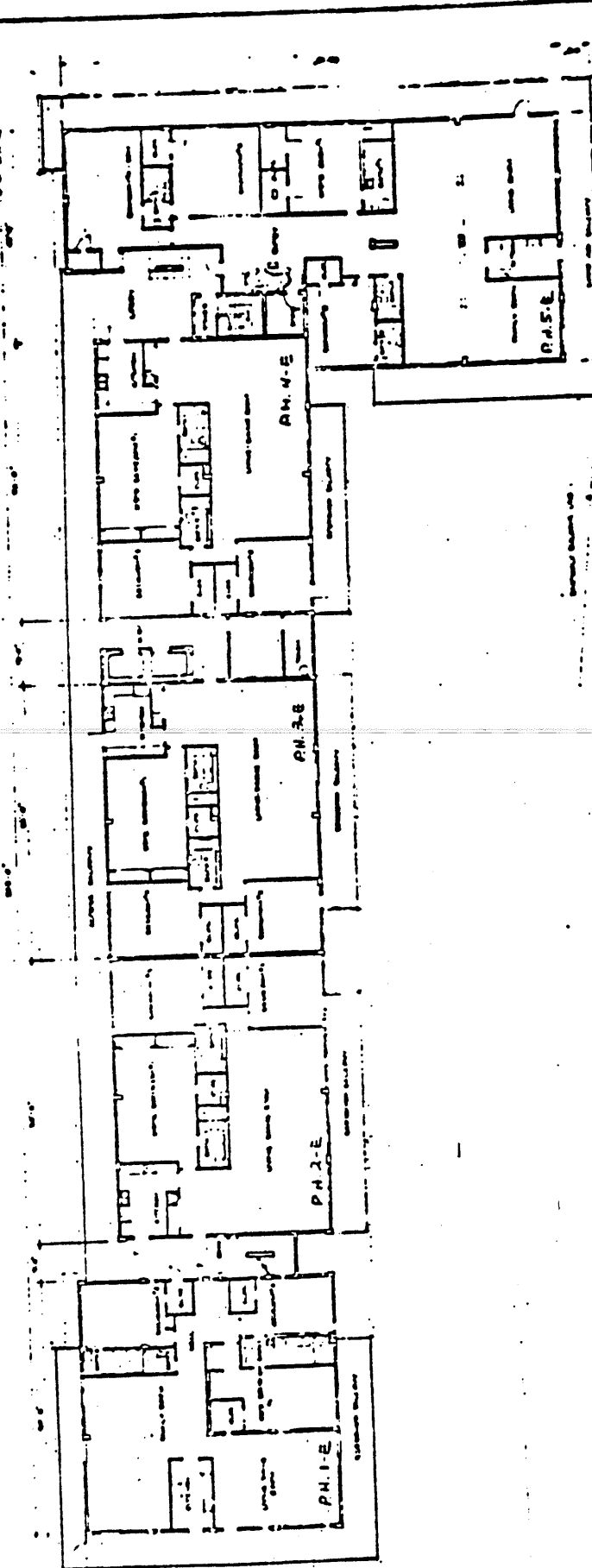
NO. 10

EAST LIL BARON
TYPICAL FLOOR PLAN

EXHIBIT A - 10
BIBLIOTHECA & OFFICE
MUSEUM LEGATION
CONSTRUCTION PARTMENTS

CAPITAL PART 2010
BIBLIOTHECA & OFFICE
MUSEUM LEGATION
CONSTRUCTION PARTMENTS

1.25

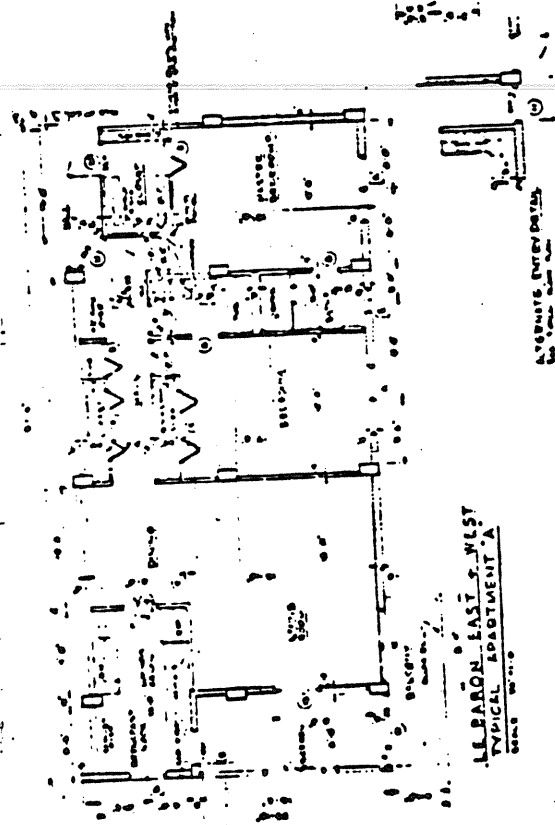
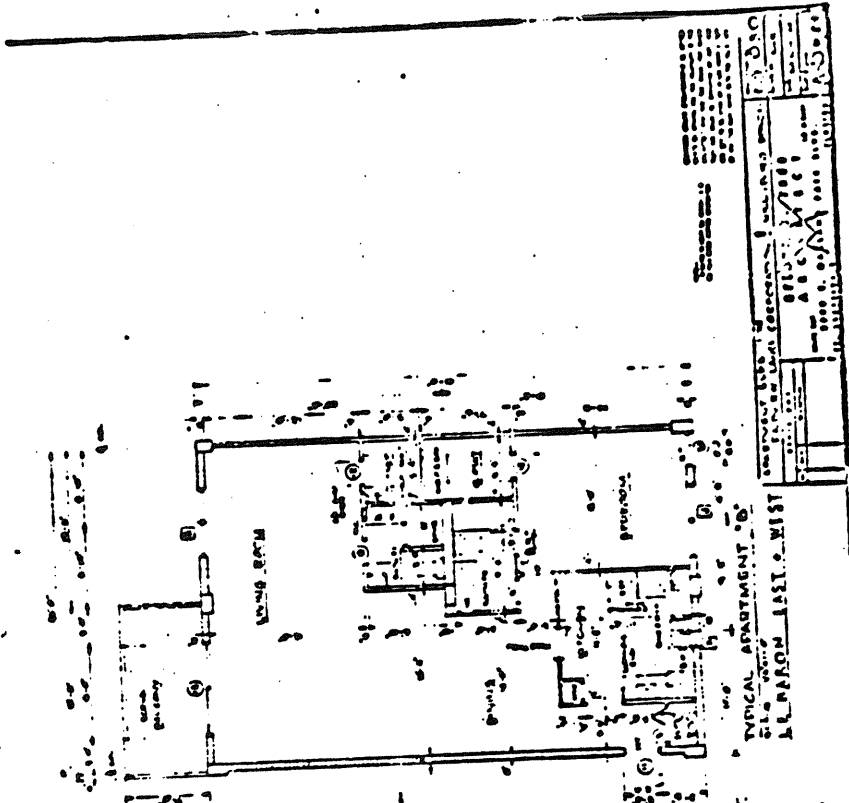


DATE	10/1/18
BY	A. J. [unclear]
FOR	W. J. [unclear]
NO.	1000
SCALE	1/4" = 1'-0"
PROJECT	W. J. [unclear]
OWNER	W. J. [unclear]
ARCHT.	A. J. [unclear]

EAST 'LE BARON'
MATHWES HOUSE PLAN
1880-1885

EXHIBIT A - II
W. J. [unclear]
CANNONVILLE ARCHITECTS

12160150



TYPICAL APARTMENT A

TYPICAL APARTMENT TO LEPARON EAST & WEST

EXHIBIT A-72
RE THE RELEASE OF RECORDS
RELATING TO LEPARON
CONDOMINIUM APARTMENTS

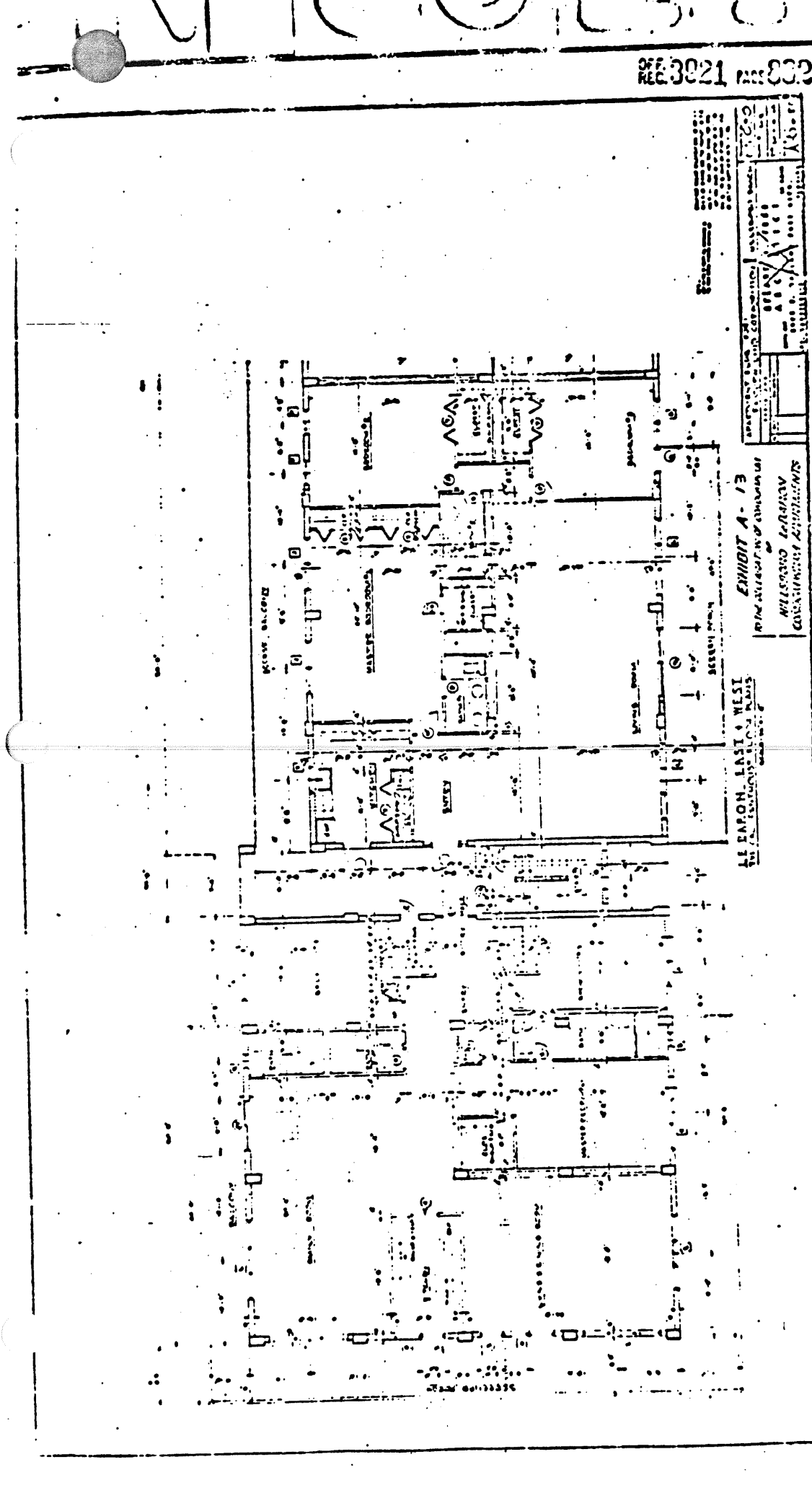
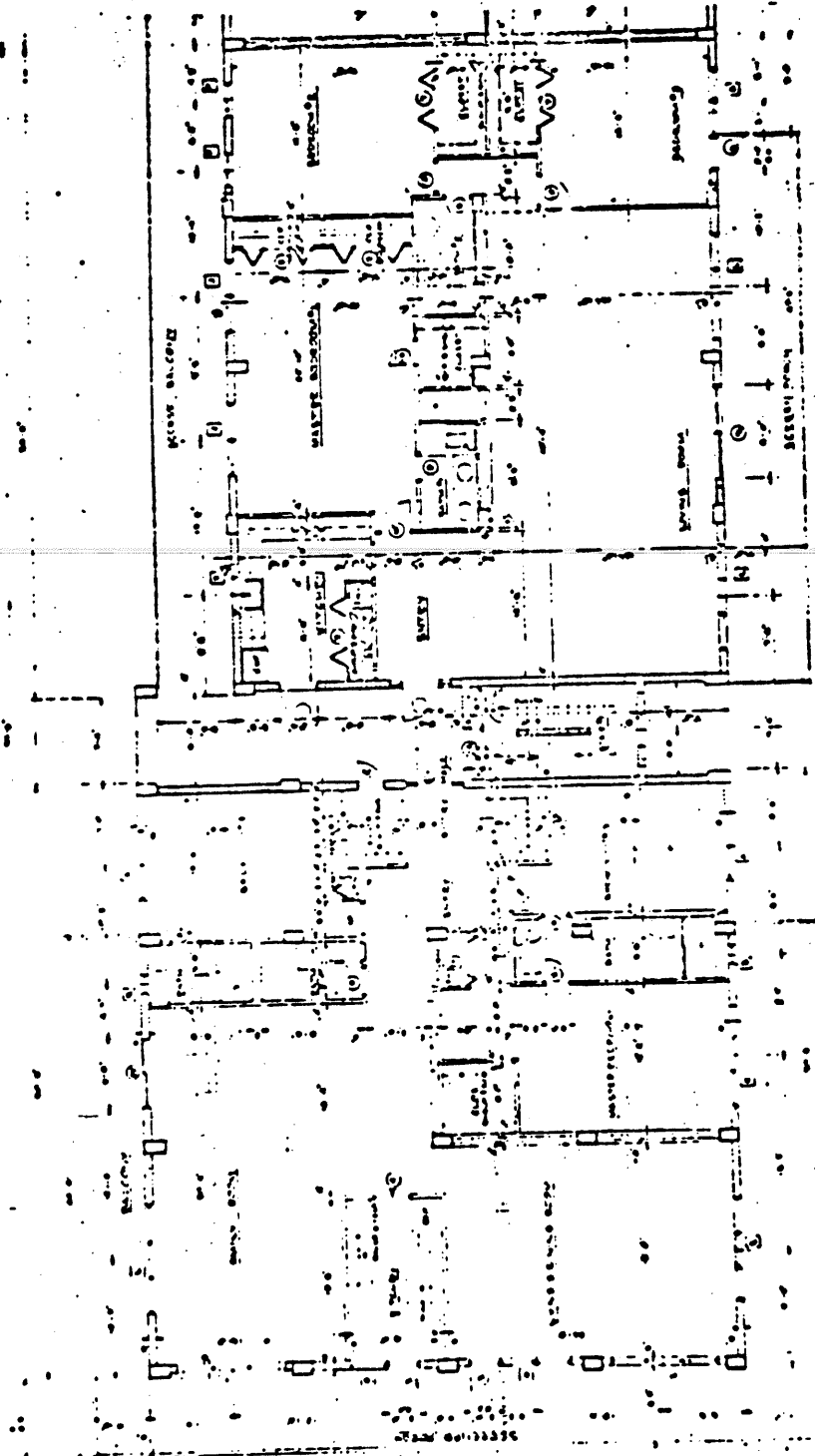
TYPICAL APARTMENT TO LEPARON EAST & WEST

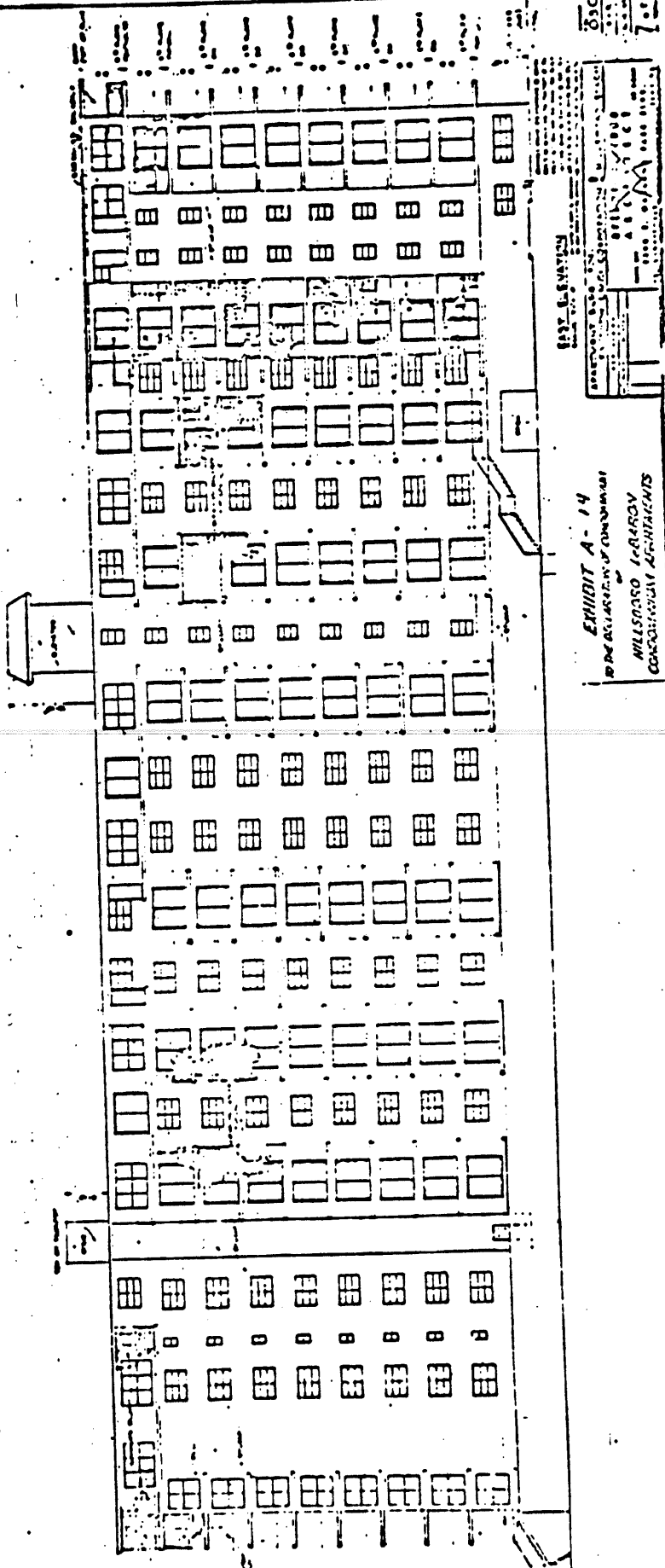
APARTMENT NO.	UNIT NO.	DATE	BY

DATE	12/1/54
TIME	10:00 AM
BY	W. J. ...
FOR	...
REVISIONS	...

EXHIBIT A - 1
 IN MATTER OF THE ESTATE OF
 ...

STATE OF ...
 ...



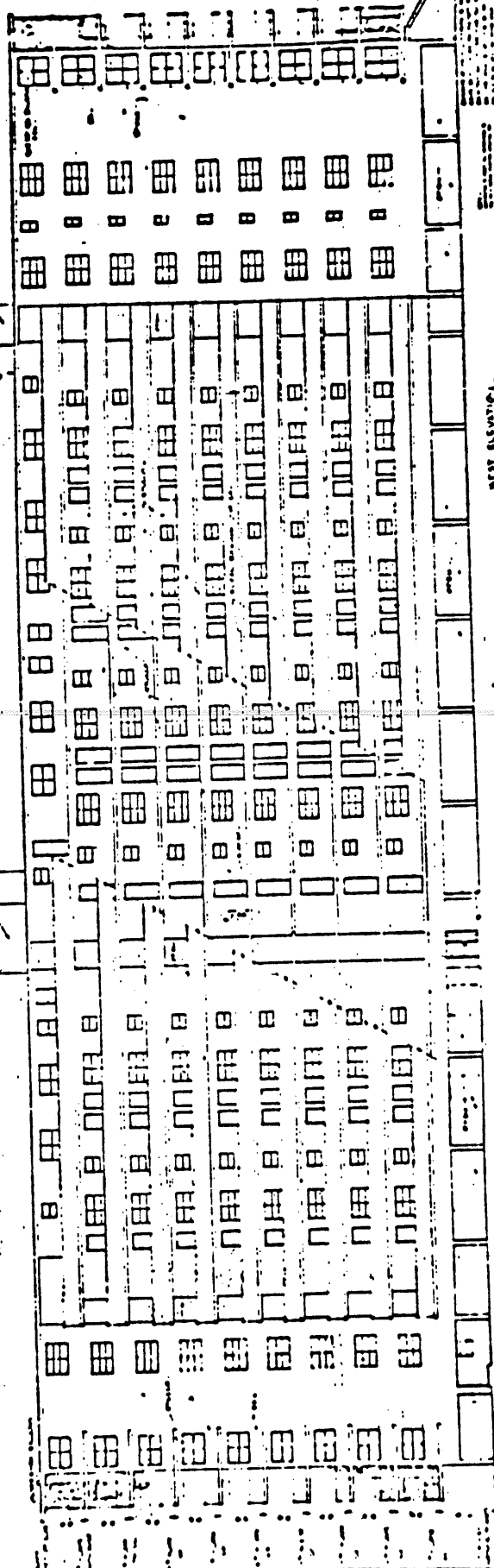


1937 ELEVATION

EXHIBIT A - 14
 FOR RECORD OF CONDUIT
 WILSONS GARAGE
 CONSTRUCTION AGREEMENTS

030
 7.00

33321

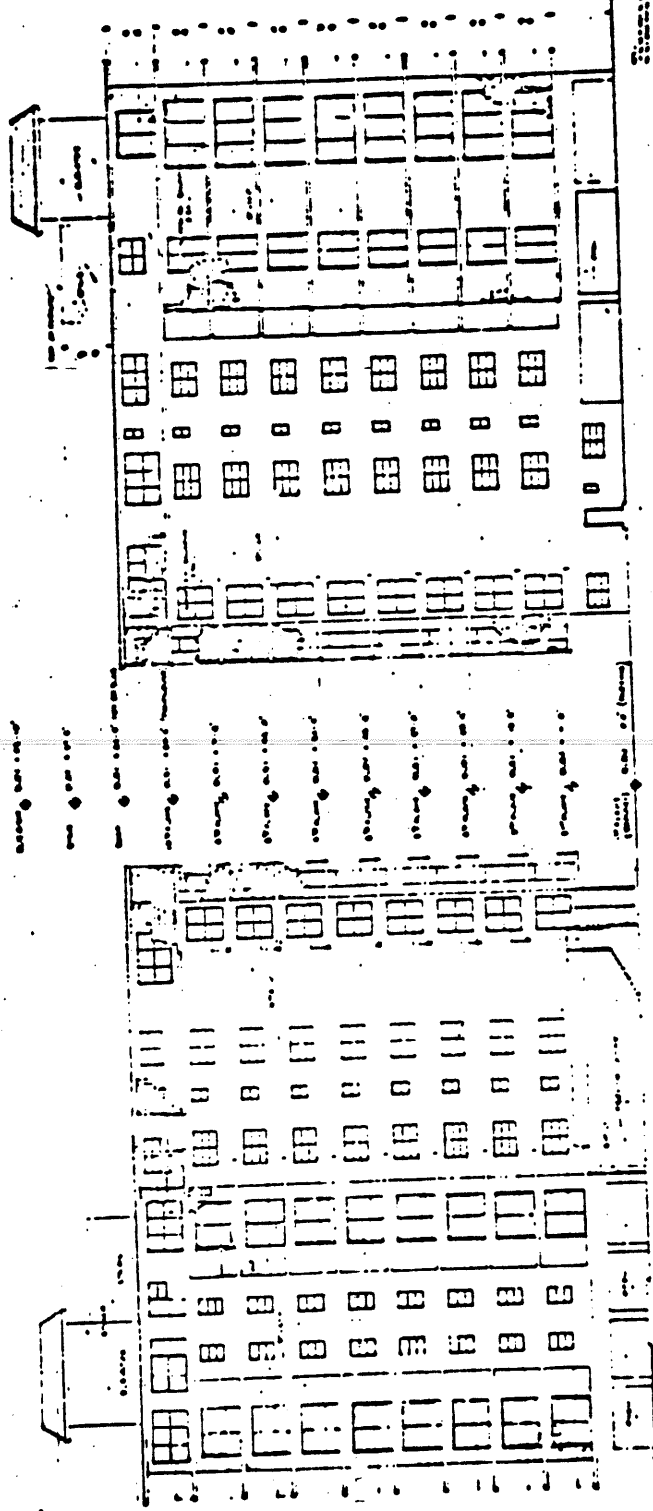


SEE SECTORS

EXHIBIT A - 15

WILLIAMS LEGISLATIVE

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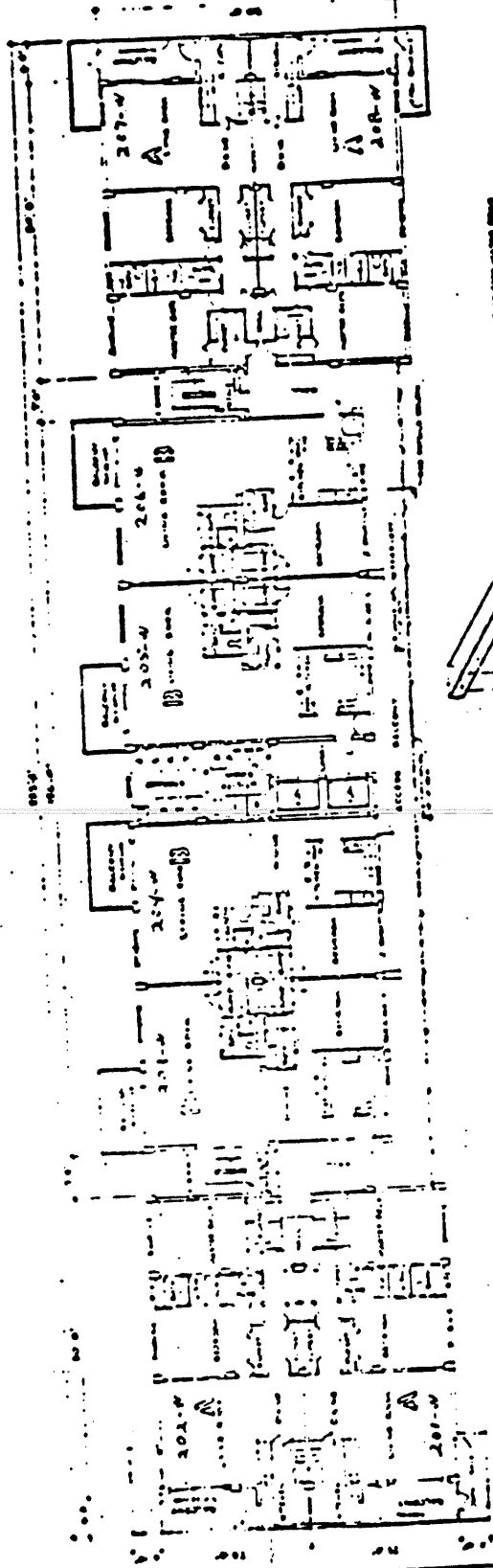
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EXHIBIT A-16
 FEDERAL BUREAU OF INVESTIGATION
 WASHINGTON, D. C. 20535

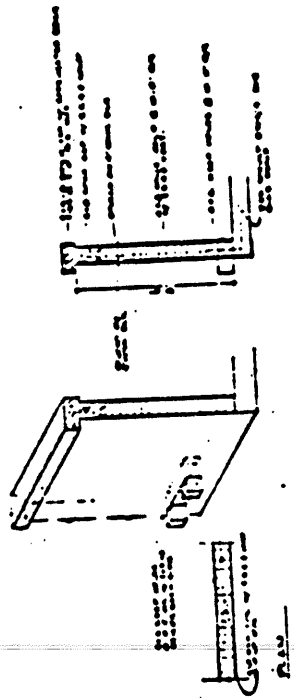
EAST LE BARON

NO. 100

3021 303



WEST LE BARON
TYPICAL FLOOR PLAN - 1 THRU 9



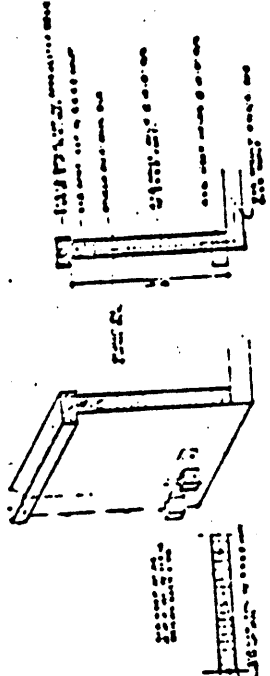
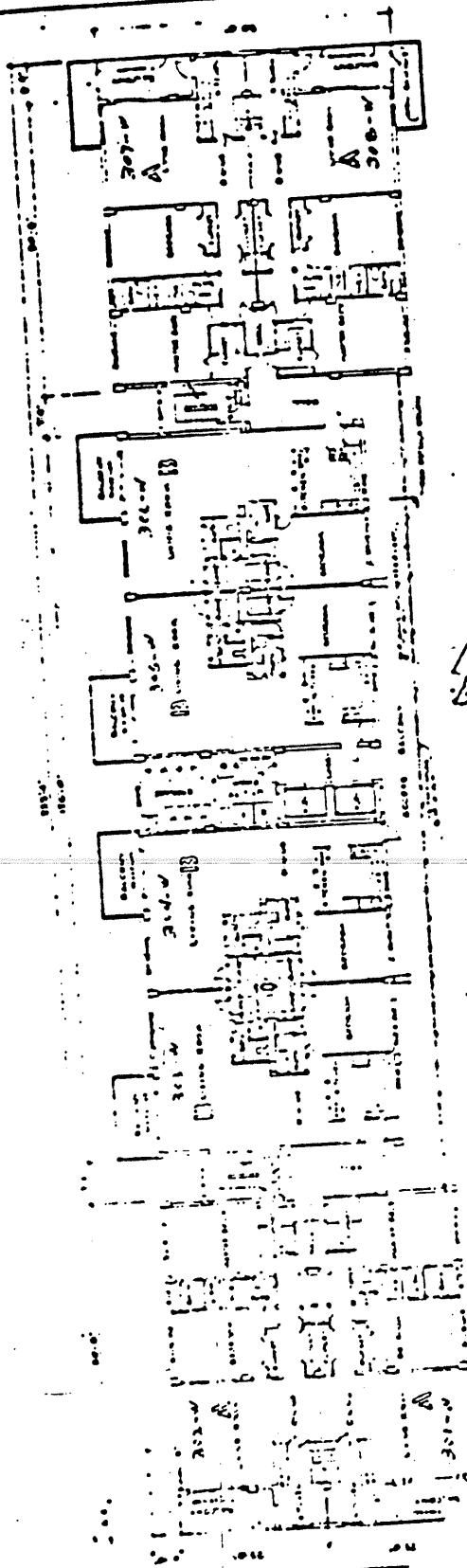
ACCESS BALCONY RAILING DETAIL

EXHIBIT A-17

FOR CLASSIFICATION PURPOSES
MILITARY DEPARTMENT
CONSTRUCTION SERVICES

AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION
MILWAUKEE WISCONSIN

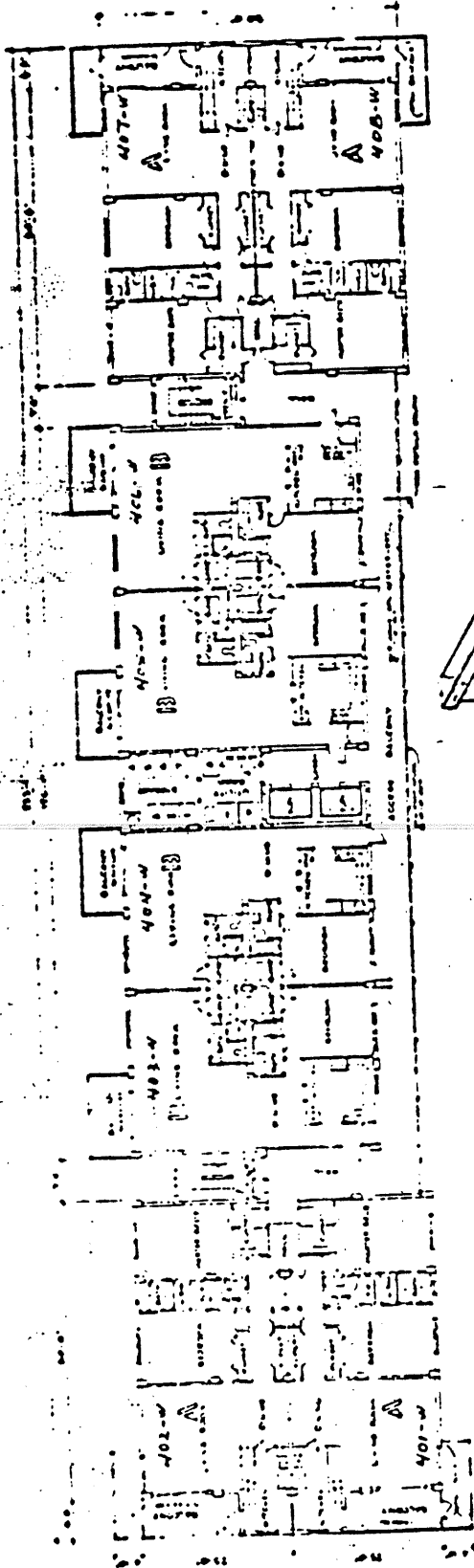
RICHARD W. DODGE
ARCHITECT
TYPICAL FLOOR PLAN - 1 THRU 9
5-10-58



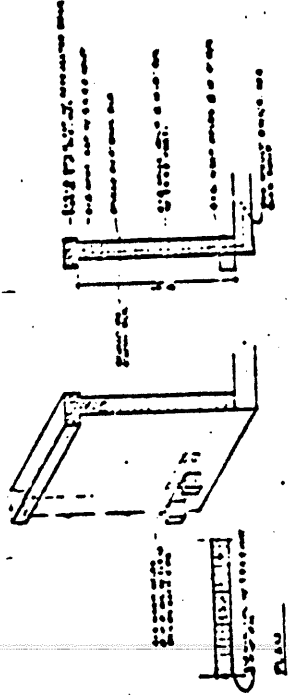
MARKON
20K PLAN - 3 THRU 2

EXHIBIT 4-18
 AIRVIEW DEVELOPMENT CORPORATION
 FLORENCE, FLORIDA

AIRVIEW DEVELOPMENT CORPORATION FLORENCE, FLORIDA	RICHARD W. DOUGLASS ARCHITECTS	TYPICAL FLOOR PLAN - 1THRU 2	C-1058
		DATE	SCALE



WEST LE BARON
TYPICAL FLOOR PLAN - 1 THRU 9



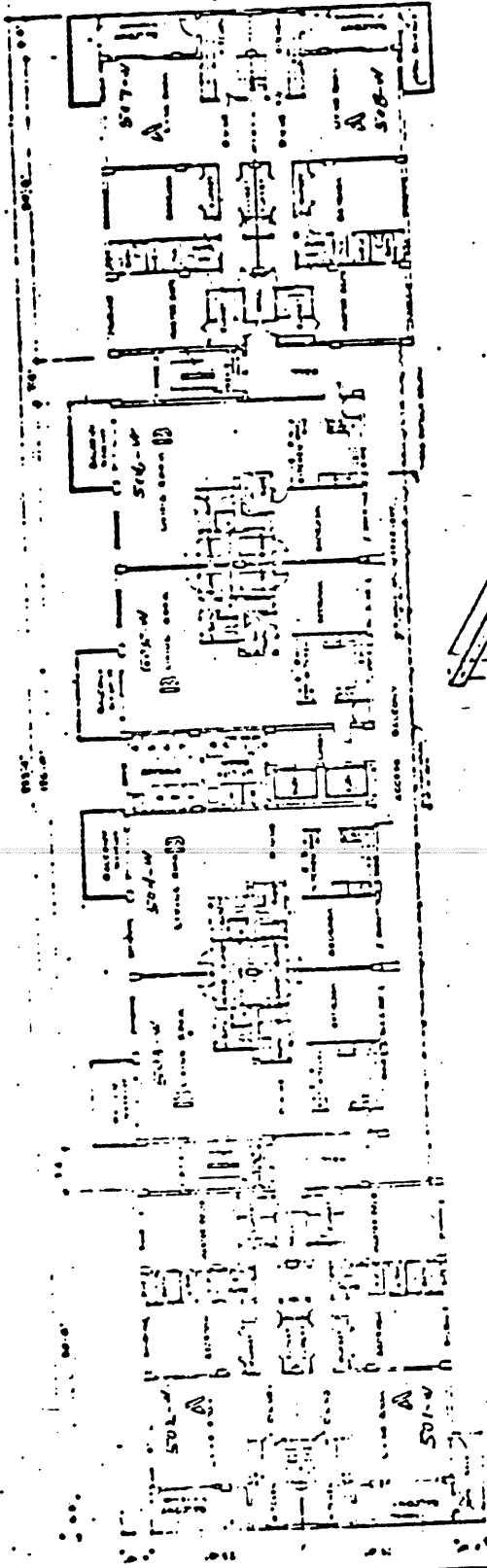
ACCESS BALCONY RAILING DETAIL

EXHIBIT A-19
 RING BELLERUP & COMPANY
 11150 VO...
 CONSULTING ARCHITECTS

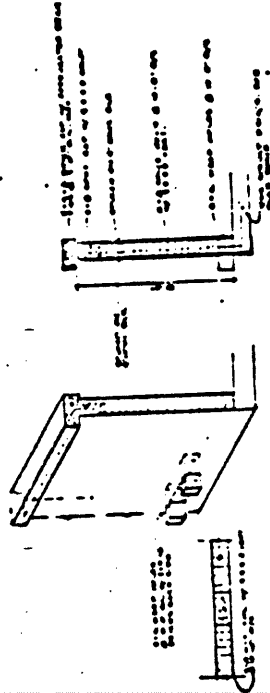
TYPICAL FLOOR
 PLAN - 1 THRU 9
 1/2" = 1'-0"

RICHARD W. DORGE
 ARCHITECT

AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION
 WILSON BRACH
 FLORIDA



WEST LE BARON
TYPICAL FLOOR PLAN - 1 THRU 9



ACCESS BALCONY RAILING DETAIL

EXHIBIT A - 20

IN THE OCCUPATION OF CONDOMINIUMS

MILLSBORO LEBRON
CONDOMINIUM AGREEMENTS

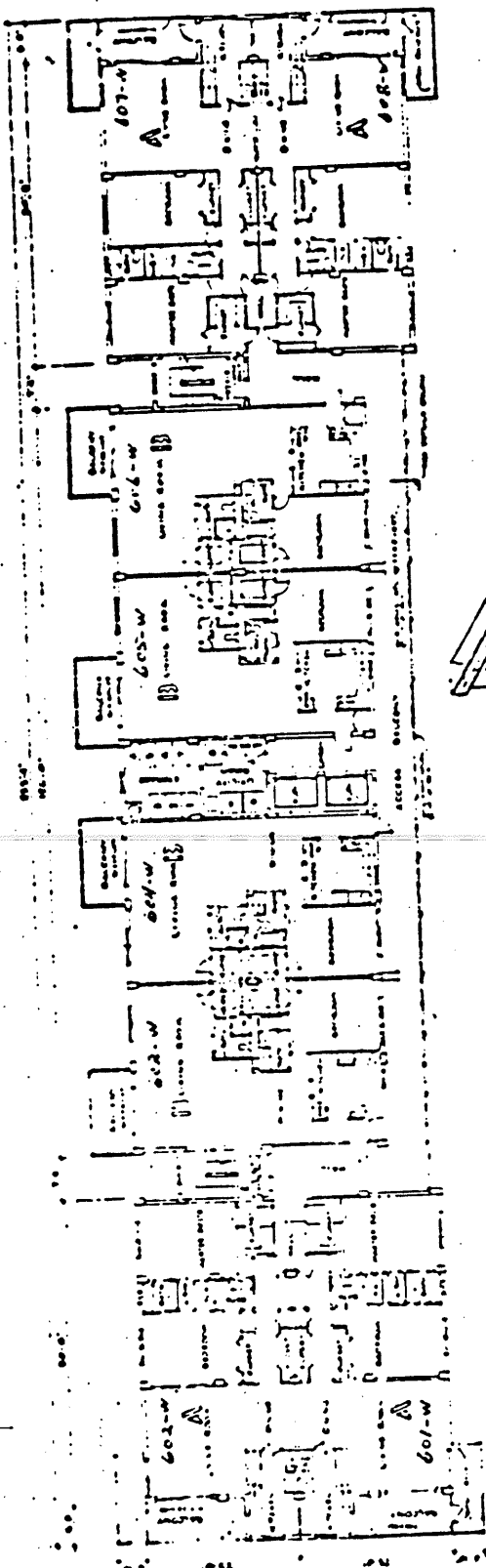
AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION

FLOP. 10A

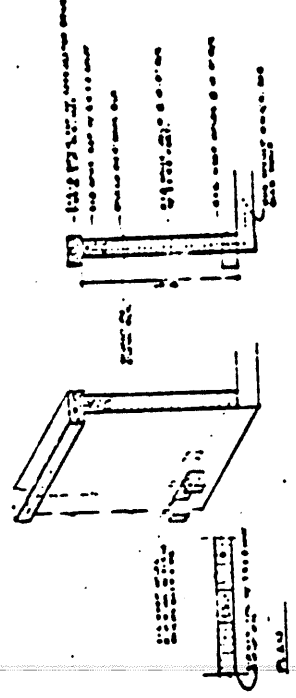
MILLSBORO DEACH

RICHARD W. DODGE
ARCHITECT

TYPICAL FLOOR
PLAN - 1 THRU 9
5-1088



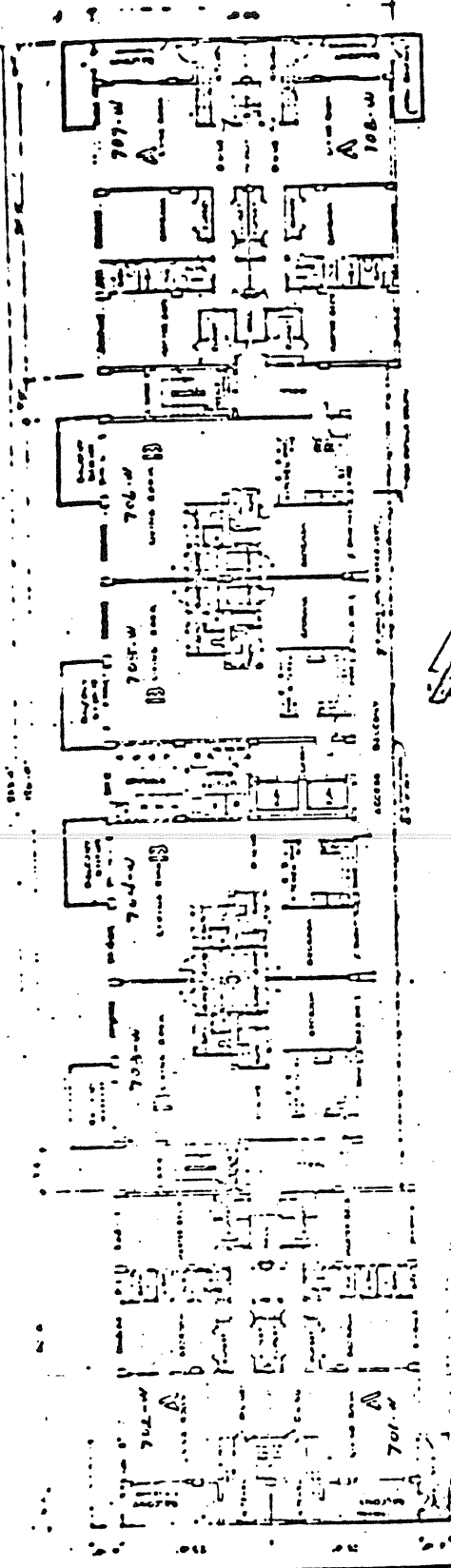
WEST LE BARON
TYPICAL FLOOR PLAN - 3 THRU 5



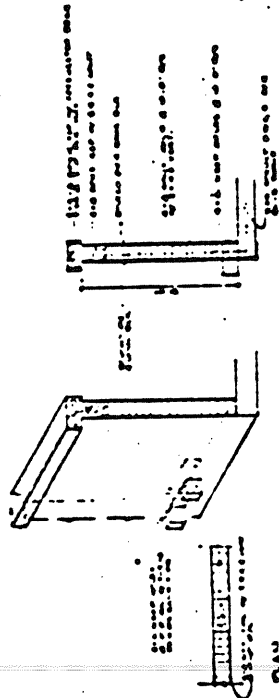
AGISS BALCONY RAILING DETAIL

EXHIBIT A - 21
MILLER & BACH ARCHITECTS
OPERATIONAL ARCHITECTS

AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION	MILLER & BACH	FLORIDA	RICHARD W. DODGE ARCHITECT	TYPICAL FLOOR PLAN - 3 THRU 5
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WEST LE BARON
TYPICAL FLOOR PLAN - 1 THRU 9



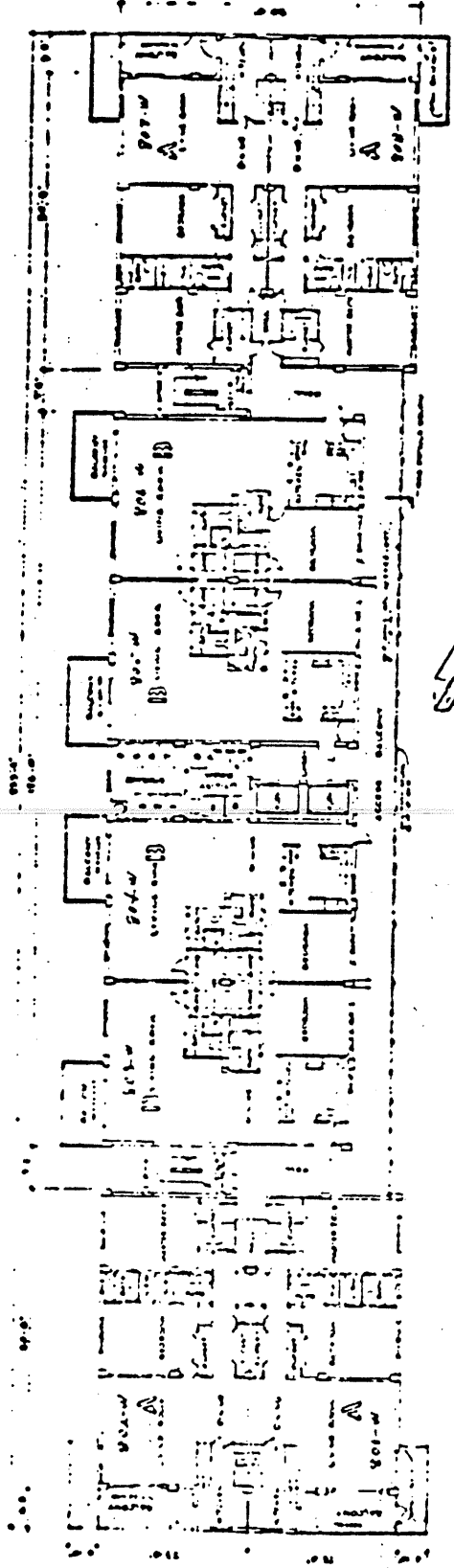
ACCESS BALCONY RAILING DETAIL

EXHIBIT A-23

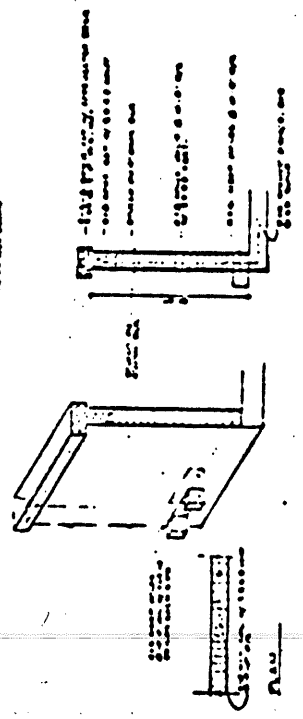
WILLIAM L. LARSON
CORPORATION ARCHITECTS

AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION
MILLSBORO BEACH, FLORIDA

PROJECT NO.	DATE	BY	REVISION
100-1008	5-10-58	W. L. LARSON	
TYPICAL FLOOR PLAN - 1 THRU 9			
RICHARD W. DODGE ARCHITECT			



WEST LE BARON
 TYPICAL FLOOR PLAN - 1 THRU 3
 0000 1/8" = 1'-0"



ACCESS BALCONY RAILING DETAIL

EXHIBIT A-23
 1014 UNIVERSITY BLVD
 MILLSBORO DELAWARE
 CONSULTING ARCHITECTS

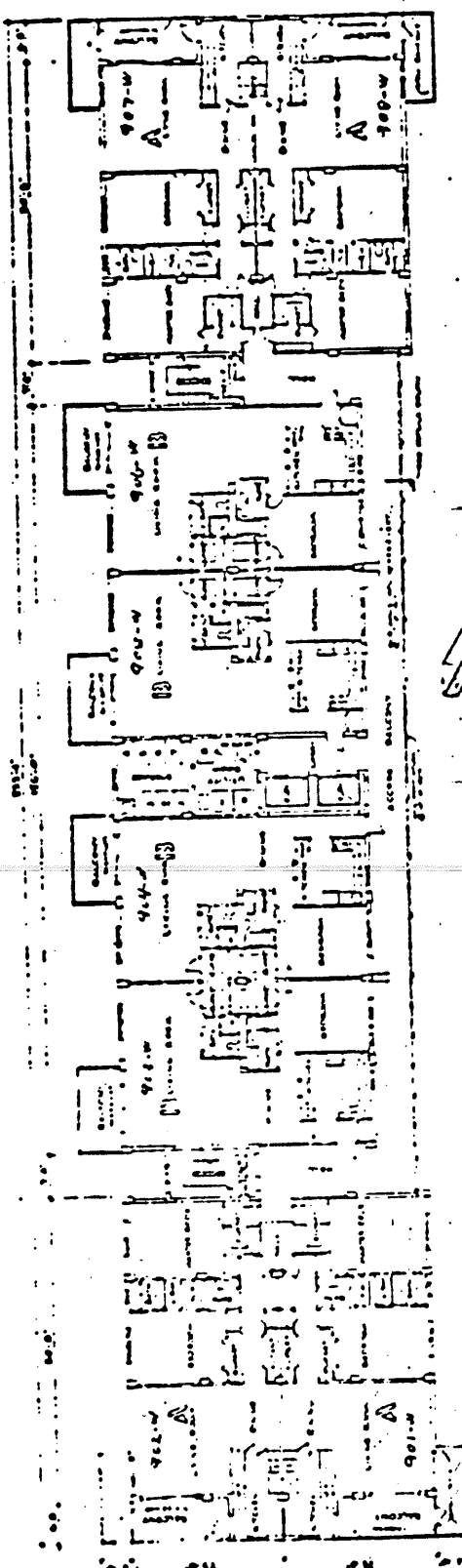
AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION
 MILLSBORO BEACH FLORIDA

RICHARD W. DODGE
 ARCHITECT
 1014 UNIVERSITY BLVD
 MILLSBORO DELAWARE

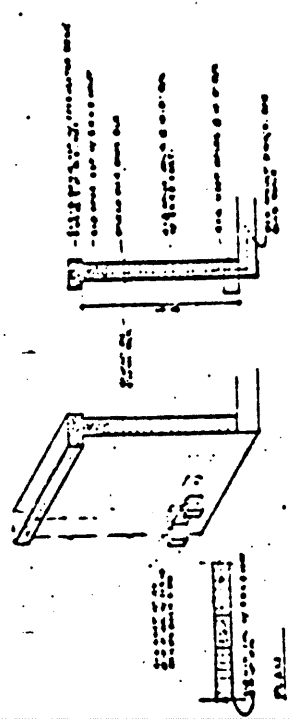
1/8" = 1'-0"

1/8" = 1'-0"

TYPICAL FLOOR PLAN - 1 THRU 3
 0000 1/8" = 1'-0"



WEST LE BARON
TYPICAL FLOOR PLAN - 1 TURU 9
SCALE 1/8" = 1'-0"



ACCESS BALCONY RAILING DETAIL

FIGURE 24

WILLIAM LEBOGUE
CORPORATION

AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION
MILLSBORO BEACH
FLORIDA

<p>PROJECT NO. 1000</p>	<p>DATE 10-1-58</p>	<p>DESIGNED BY</p>	<p>CHECKED BY</p>	<p>APPROVED BY</p>	<p>TYPICAL FLOOR PLAN - 1 TURU 9</p>
<p>RICHARD W. DODGE ARCHITECT</p>					

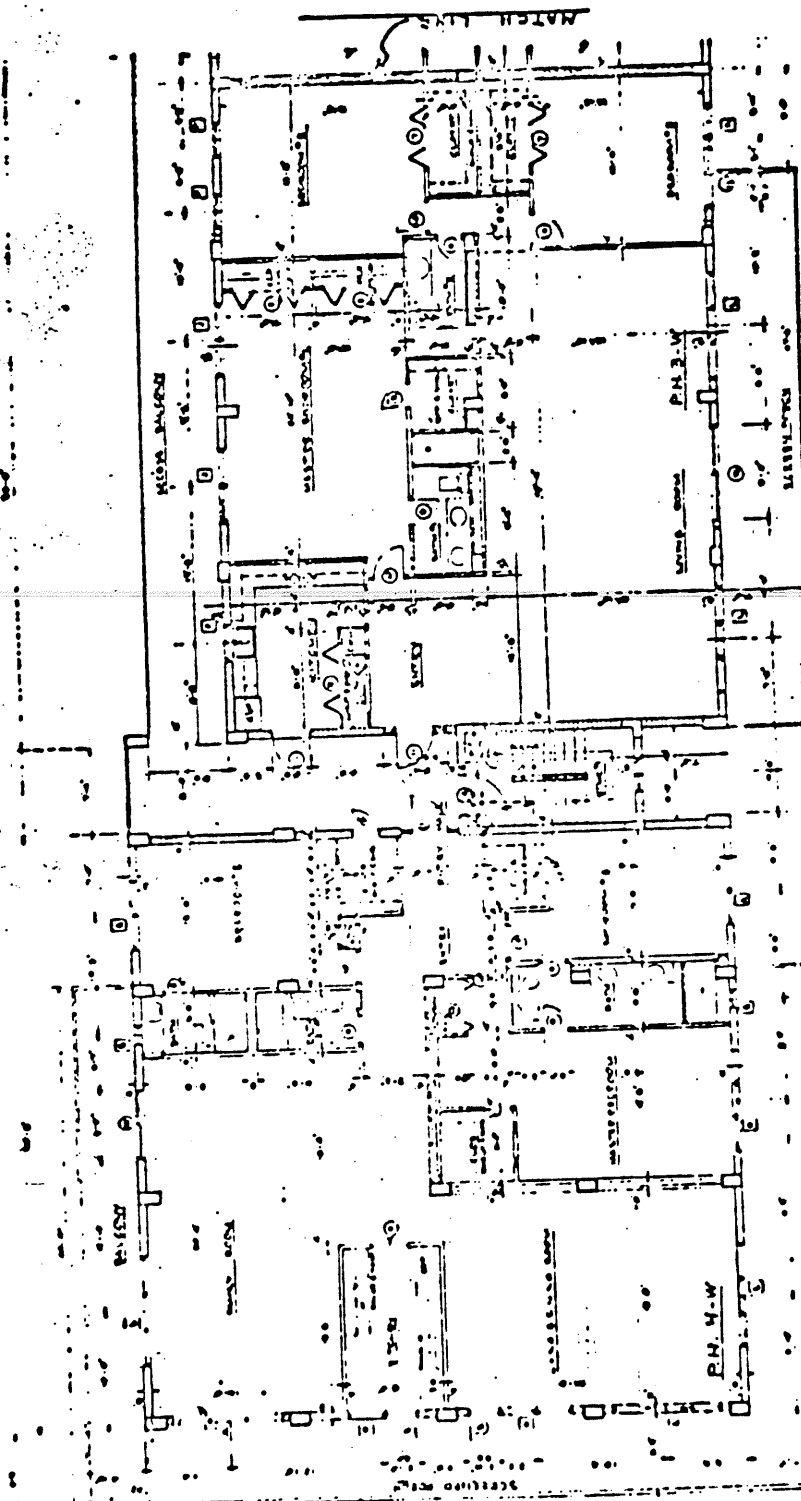
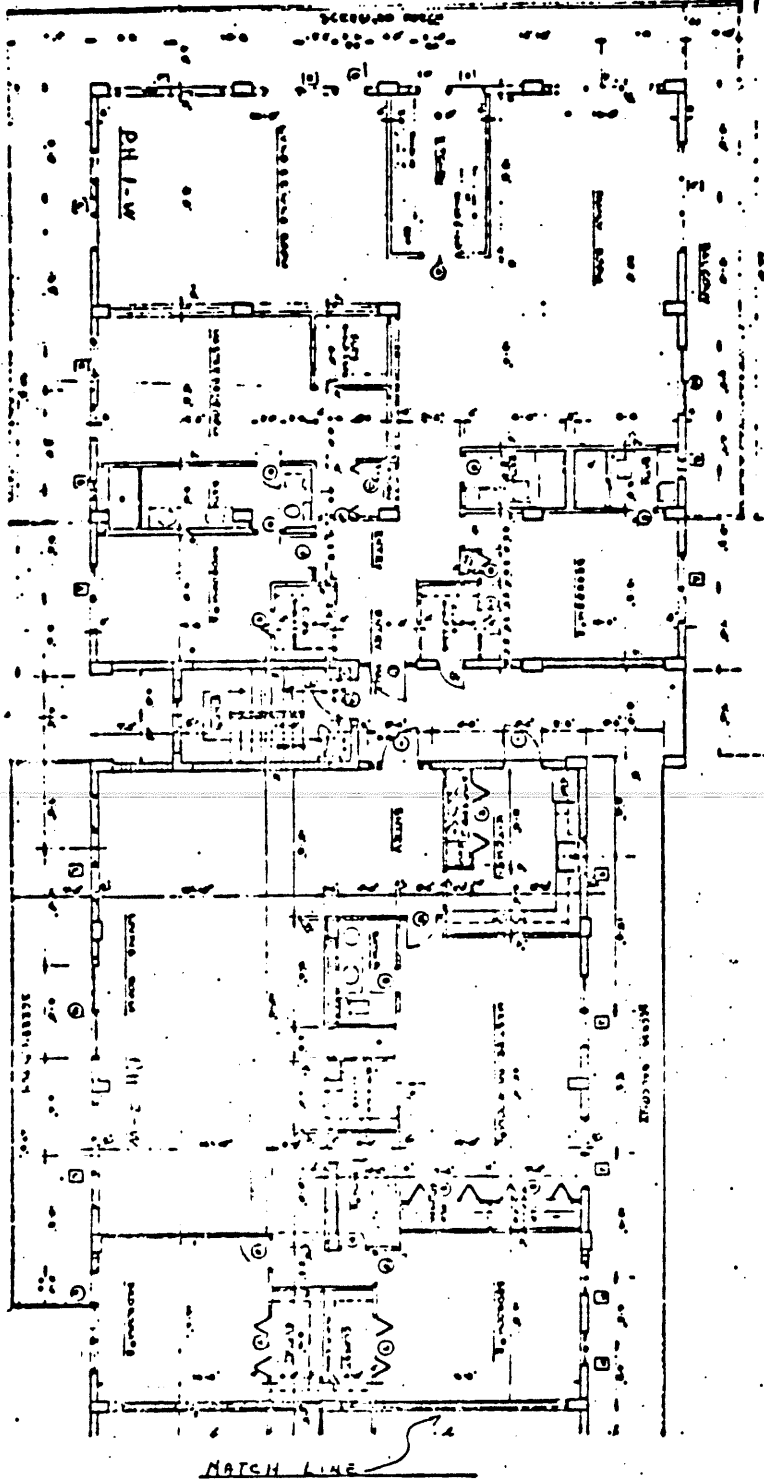


EXHIBIT A-25 LEHMAN WEST PENTHOUSE
 25TH FLOOR OF 100 FLOOR
 PH 4-W PH 4-W

WILSON J. BROWN
 CONSULTING ARCHITECTS

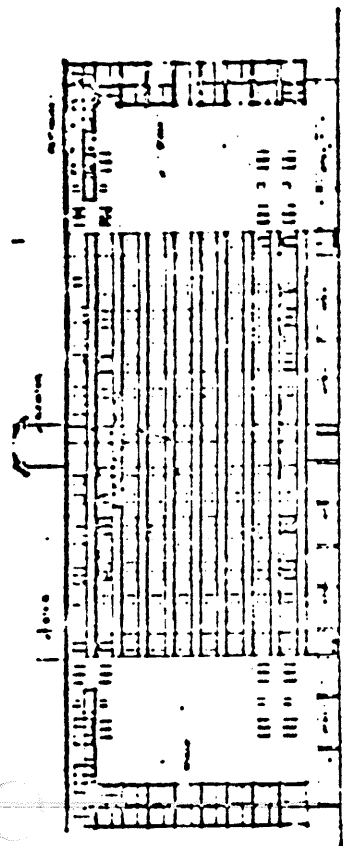
DATE	10/1/54
BY	W. J. BROWN
CHECKED BY	W. J. BROWN
SCALE	AS SHOWN
PROJECT	LEHMAN WEST PENTHOUSE
NO.	3021 334



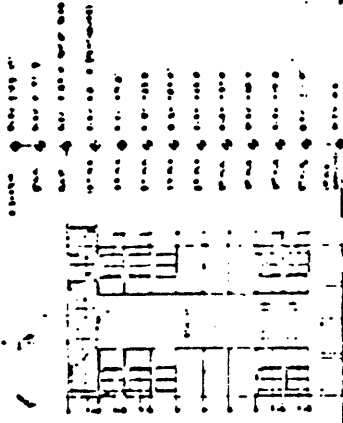
LE BARRON WEST BUILDINGS
 SOUTH WING OFFICE FLOOR
 PH. 1-W - PH. 2-W

EXHIBIT A-26
 IN THE MATTER OF CONDOMINIUM
 WILLIAMSON LABORATORY
 CONDOMINIUM ADJUSTMENTS

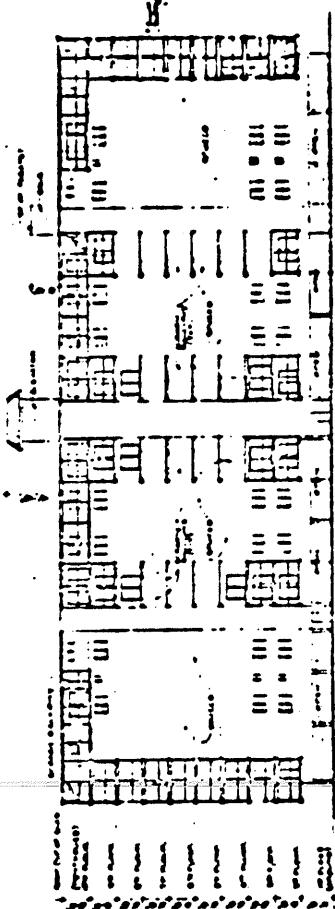
DATE	1/25/50
BY	W. J. ...
CHECKED BY	...
APPROVED BY	...
TITLE	...
PROJECT NO.	...
SCALE	...
DATE PLOTTED	...
BY	...



WEST LE PARSON
EAST ELEVATION (SOUTH RELEASED)



WEST LE PARSON
NORTH ELEVATION (SOUTH RELEASED)



WEST LE PARSON
WEST ELEVATION

EXHIBIT A - 27
IN THE MATTER OF CONVERSION OF
HILLSBORO LESAROV
CONDOMINIUM AGREEMENTS

AN APARTMENT BUILDING FOR FAIRVIEW DEVELOPMENT CORPORATION
FLORIDA
HILLSBORO BEACH

RICHARD W. DODGE
ARCHITECT

EXHIBIT A - 27

AG

arthur h. rude 3921 597



2389 N.E. OAKLAND PARK BLVD

FORT LAUDERDALE, FLORIDA

CERTIFICATION OF EXHIBITS

This is to certify that the Declaration of Condominium of Hillsboro Le Baron Condominium together with survey attached thereto as Exhibit "A-1" and portions of the building plans attached thereto as Exhibit "A-2" through "A-27" inclusive, provide a correct representation of the improvements described in said Declaration of Condominium; and that there can be determined therefrom the identification, location, dimensions, and size of the common elements, and of each condominium unit of the "HILLSBORO LE BARON CONDOMINIUM", located in Hillsboro Beach, Broward County, Florida.

* * * Index of Exhibits * * *

- A-1 Survey of Property
- A-2 Plot Plan
- A-3 to
- A-10 Typical Floor Plan (Le Baron East; Floors 2-9)
- A-11 Penthouse Floor Plan (Le Baron East)
- A-12 Typical Floor Plans for Apartment Types "A" & "B"
- A-13 Penthouse Floor Plan (Le Baron West)
- A-14 East Elevation of Le Baron East
- A-15 West Elevation of Le Baron East
- A-16 North and South Elevations of Le Baron East
- A-17 to
- A-24 West Le Baron Typical Floor Plan (Floors 2-9)

LOGAN 6-2461

arthur h. rudo



OFF. REC. 3921 PAGE 898

2300 N.E. OAKLAND PARK BLVD.

FORT LAUDERDALE, FLORIDA

CERTIFICATION OF EXHIBITS
(CONTINUED)

- A-25 Penthouse floor plan north half (Le Baron West)
- A-26 Penthouse floor plan south half (Le Baron West)
- A-27 Elevations West Le Baron (North, South, East & West)
- A-28 Architect's letter of Certification of Exhibits

Arthur H. Rudo

Arthur H. Rudo, A.C.A.
(By Phillip H. Reeves)

Exhibit A - 28
to the Declaration of Condominium
of
HILSBOROUGH BARON
CONDOMINIUM APARTMENTS

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 14th day of February
A.D., 1969 as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 18th day of February
A.D. 1969.



Tom Adams
Secretary of State

FILED
FEB 14 1979

ARTICLES OF INCORPORATION

OF

HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. For convenience, the corporation shall herein be referred to as the Corporation.

ARTICLE II

PURPOSE

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

For the purpose of operating and managing a condominium for the use and benefit of the owners of the condominium parcels (units) as the agent of said owners. Said condominium shall be constructed upon the following described lands in Broward County, Florida:

The South 434' of the following described land:
All that part of Government Lot 4, Section 17, Township 48 South, Range 43 East, lying East of the East right-of-way of the Intracoastal waterway between a line parallel to and 3500' South of, measured at right angles, the North line of said Section 17 and a line parallel to and 4150' South of, measured at right angles, the North line of said Section 17, together with all riparian and littoral rights appertaining thereto subject to the right-of-way of the public in and to the Ocean Boulevard.

ARTICLE III

POWERS

A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (units) as the agent of said owners.

B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the condominium, and the regulations of the condominium.

C. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of

Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not For Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 711, Florida Statutes 1963 as amended, now or hereafter in force.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to a corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

F. All funds and the titles of all properties acquired by this corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

G. All of the powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the land to be operated and administered by this corporation.

H. In addition to all of the powers above granted, the corporation shall have the power to enter into a 99-year lease for the use of certain units of the condominium set aside for recreational and parking facilities for the use and benefit of the owners of individual units in the buildings to be operated by this corporation. The corporation shall have the power to assess the owners of individual units for the payment of the rentals required to be paid under said lease and shall, in turn, have the power to pay said rentals to the owner of said leased land, or assigns.

ARTICLE IV

MEMBERSHIP

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

A. This corporation shall be organized without any capital stock.

B. All unit owners of condominium parcels in HILLSBORO LE BARON CONDOMINIUM APARTMENTS shall be members of the corporation and no other persons or other entities shall be entitled to membership

provided, however, that until such time as the Declaration of Condominium for HILLSBORO LE BARON CONDOMINIUM APARTMENTS has been placed of record with the Clerk of the Circuit Court, the owners of the land upon which said condominium apartment buildings are being erected shall constitute the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

C. Membership in the corporation shall be established in the following methods:

1. The owners of the vacant land upon which HILLSBORO LE BARON CONDOMINIUM APARTMENTS are being erected shall be members of the corporation until such time as the Declaration of Condominium has been recorded, after which time their membership shall cease, except that it shall continue with reference to any individual condominium unit still owned by the owners of any of said land.

2. Other persons shall become members of the corporation by the recording in the Public Records of Broward County, Florida, of a Deed or other instrument establishing a change of record title to a condominium unit and the delivery to the corporation of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the corporation, and the membership of the prior owner shall at that time be terminated.

D. The interest of any member in any part of the real property or in the funds and assets of the corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium unit.

E. Voting by the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, in the affairs of this corporation shall be on a percentage basis, and the percentage of the voting to which said owner is entitled shall be the same as the percentage of said member's interest in the general common elements of the condominium as set forth in the Condominium Deed to said member.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the corporation.

ARTICLE V

CORPORATE EXISTENCE

A. This corporation shall continue to exist so long as the condominium known as HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, shall be in existence.

The corporation may be terminated by termination of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VIDIRECTORS

A. The business of this corporation shall be conducted by a Board of Directors of not less than three nor more than nine Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three Directors.

B. The election of directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the corporation.

ARTICLE VIIDIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the Officers of the corporation who shall hold office until their successors are elected and qualified are as follows:

<u>Name and Title</u>	<u>Address</u>
Gerald E. Pautz, President and Director	4510 North Federal Highway Lighthouse Point Pompano Beach, Florida
Joseph E. Swallow, Vice President and Director	1050 A-1-A Highway Hillsboro Beach Pompano Beach, Florida
Edward Haber, Secretary-Treasurer and Director	4510 North Federal Highway Lighthouse Point Pompano Beach, Florida

ARTICLE VIIIBY-LAWS

The By-laws of the corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-laws shall be in accordance with the provisions of said By-laws.

ARTICLE IXAMENDMENTS TO ARTICLES OF INCORPORATION

A. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purposes provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least 75% of the votes in the condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. No amendment to the Articles of Incorporation shall be valid without the written consent of 100% of the members, except as provided under subparagraphs D and E of Article XII of the Declaration of Condominium of HILLSBORO LE BARON CONDOMINIUM APARTMENTS as to any of the following:

No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium unit in the general common elements or limited common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common elements or general common elements of the condominium.

C. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court in Broward County, Florida.

ARTICLE X

ASSESSMENTS AND FUNDS

A. All assessments paid by the owners of condominium units for the maintenance and operation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS shall be utilized by the corporation to pay for the cost of said maintenance and operation. The corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium units except to the extent necessary to carry out the powers vested in it as agent for said members.

B. The corporation shall make no distribution of income to its members, directors, or officers, and it shall be conducted as a non-profit corporation. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

C. Any funds held by the corporation from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the condominium.

D. Upon termination of the condominium and dissolution or final liquidation of this corporation, the distribution to the members of this corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements shall not constitute or be deemed to be a default or distribution of income.

ARTICLE XI

INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities,

including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses were incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XII

SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Gerald E. Pautz	4510 North Federal Highway Pompano Beach, Florida
Joseph E. Swallow	1050 A-1-A Highway Pompano Beach, Florida
Edward Haber	4510 North Federal Highway Pompano Beach, Florida

IN WITNESS WHEREOF the subscribers have hereto affixed their signatures this

/s/ Gerald E. Pautz
Gerald E. Pautz

/s/ Joseph E. Swallow
Joseph E. Swallow

/s/ Edward Haber
Edward Haber

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared GERALD E. PAUTZ, JOSEPH E. SWALLOW and EDWARD HABER who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this

L. J. Jones
Notary Public
My commission expires:

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

Notary Public, State of Florida at Large
My Commission Expires July 25, 1991
Bonds by Transamerica Insurance Co.

BY-LAWS

OF

HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

ARTICLE I. NAME AND LOCATION

Section 1. The name of this corporation shall be HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

Section 2. Its principal place of business shall be 1050 A-1-A Highway, Hillsboro Beach, Pompano Beach, Florida.

ARTICLE II. PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617 Florida Statutes for the purpose of operating and managing HILLSBORO LE BARON CONDOMINIUM APARTMENTS pursuant to the provisions of Chapter 711 Florida Statutes 1963, as amended. The condominium to be operated and managed by this corporation shall be located upon the following described lands in Broward County, Florida:

~~Those certain lands as fully set forth in the Declaration of Condominium of HILLSBORO LE BARON CONDOMINIUM APARTMENTS~~

Section 2. HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. was duly incorporated in the Office of the Secretary of State of the State of Florida on the 14th day of February, 1969.

ARTICLE III. MEMBERS

Section 1. All of the owners of condominium units shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium unit in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. The owners of individual condominium units shall be entitled to a vote in the affairs of the corporation equal to one vote for each condominium unit owned.

If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person or is under lease, the person entitled to cast a vote for the unit shall be designated by a certificate, signed by all of the record owners of the unit and filed with the Secretary of this corporation. If a unit is owned by a corporation, the person entitled to cast a vote for the unit

shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of this corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A Certificate designating the person entitled to cast a vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs.

ARTICLE IV. MEMBERS MEETINGS

Section 1. The annual meeting of the members shall be held at 2:00 p.m. Eastern Standard Time on the first Wednesday in March of each year at the principal office of the corporation or at such other place as may be set forth in the Notice of said meeting in Hillsboro, Pompano Beach, Florida. At such meeting the members shall elect directors to serve until the next annual meeting of the members, or until their successors shall be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

The first annual meeting of the members shall be held on the first Wednesday in March of 1970. The holding of the first annual meeting of the members may be accelerated if, in the opinion of the developer, FAIRVIEW LAND CORP., there is a sufficient number of members available to hold said meeting.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place in Hillsboro, Pompano Beach, Florida, as may be set forth in the Notice of said meeting, may be called at any time by the President or in his absence, by the Vice President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President, or Vice President to call such a meeting whenever so requested by members holding thirty-three per cent (33%) or more of the voting rights of the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice President or Secretary to each member not less than ten (10) days prior to the date of said meeting, to the address of said member as it appears upon the books of the corporation. A certificate of the officer mailing said notice shall be prima facie proof that said notice was given.

Section 4. The President, or in his absence, the Vice President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members meetings shall consist of persons entitled to cast fifty-one per cent (51%) of the votes of the entire

membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium unit.

Section 7. Annual or special meetings of the members may be held at any time or place without notice, with the written consent of the members.

Section 8. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

Section 9. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE V. DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9) persons. The exact number of directors is to be set at the annual meeting prior to the election of said directors. The developer, FAIRVIEW LAND CORP., shall have the right to elect a majority of the members of the Board of Directors of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. until such time as 100% of the individual units have been sold to other owners. Directors elected by FAIRVIEW LAND CORP. shall have the right to serve until the next annual meeting and until their successors have been duly elected and qualified, even though the percentage set forth above has been reached during the year prior to the holding of said annual meeting. This shall not modify the voting rights of FAIRVIEW LAND CORP. as to any unsold apartment units.

It shall not be necessary for a member of the Board of Directors to be the owner of an individual condominium unit if elected by FAIRVIEW LAND CORP. as provided above. It shall be necessary for any other member of the Board of Directors to also be the owner of an individual condominium unit or an officer of any corporation owning an individual condominium unit or the trustee of a trust owning an individual condominium unit.

Section 2. The original members of the Board of Directors shall be those elected at the first meeting of the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. by FAIRVIEW LAND CORP. who shall hold office until the first annual meeting of the members. At the first annual meeting of the members as specified in these By-laws and thereafter the directors shall be elected annually by the members and by FAIRVIEW LAND CORP., where applicable, at said annual meeting and said directors shall serve until the next annual meeting or until their successors are duly elected and qualified or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, prior to the first annual meeting of the members, the remaining directors shall elect a person of legal age to serve as a director for the unexpired portion of the term of the former director. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the first annual meeting of the members, the remaining directors shall elect one of the members to serve as a director for the unexpired portion of the term of the former director. If the vacancy is brought about by resignation or other reason of a member of the Board of Directors who has been elected by FAIRVIEW LAND CORP. prior to the time when the members elect all of the directors, then in that event FAIRVIEW LAND CORP. shall have the right to fill said vacancy in accordance with the provisions of these By-laws.

Section 4. After the first annual meeting of the members, a director may be removed from office with or without cause by a majority of the owners at any regular or special meeting duly called. At said meeting a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting, provided, however, that no director elected by FAIRVIEW LAND CORP. shall be removed without its written consent so long as it has the right to elect directors in accordance with these By-laws.

Section 5. No compensation shall be paid to directors for their services as directors. Compensation may be paid to a director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a director. In this case, however, said compensation must be approved in advance by the Board of Directors and the director to receive said compensation shall not be permitted to vote on said compensation. The directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall

be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of such regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

The directors may establish a schedule of regular meetings to be held in the offices of the corporation and no notice shall be required to be sent to said directors of said regular meetings, once said schedule has been adopted.

Section 8. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least five (5) directors.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 10.. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have all of the powers vested in it under common law, and pursuant to the provisions of Chapter 617 et seq., Florida Statutes, and Chapter 711, Florida Statutes, 1963, as amended, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation, and the condominium documents, subject only to such approval of the owners of the individual condominium units as may be required under these By-laws, the Articles of Incorporation and the condominium documents.

Such powers shall include but shall not be limited to the following:

A. Management and operation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium.

B. To make and collect assessments from members for the purpose of operating and maintaining the condominium.

C. The maintenance, repair and replacement of the condominium property.

D. The reconstruction of improvements after any casualty, and the further improvement of the property.

E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.

F. To make and amend regulations respecting the use of the property in the condominium, provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the corporation before such shall become effective.

G. To approve or disapprove proposed purchasers, lessees and mortgagees of the apartment units in the manner as provided in the Declaration of Condominium.

H. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium units and the corporation against any casualty or any liability to third persons.

I. To employ a management agent at a compensation established by the Board of Directors and to delegate to said management agent such powers and duties as the board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

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

K. To pay any taxes or special assessments against any condominium unit where the same are in default and to assess the same against the condominium unit, subject to said taxes and liens.

To pay any taxes or special assessments on any condominium units acquired by the corporation through the enforcement of any lien held by the corporation against said condominium unit.

L. To execute and accept any assignment of a ninety-nine (99) year lease on certain units to be utilized for parking and recreational areas for the owners of condominium units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS and to pay the rentals and other charges called for in said ninety-nine (99) year lease.

M. To acquire the title by foreclosure or by deed of conveyance to any condominium unit, provided, however, that the title to said unit and all appurtenances therewith shall be held in trust for the use and benefit of all of the owners of units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium.

Section 12. All of the rights and privileges reserved to FAIRVIEW LAND CORP. shall inure to the benefit of any institutional lender which may succeed to the interest of FAIRVIEW LAND CORP.

ARTICLE VI. OFFICERS

Section 1. The principal officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The

directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person. No compensation shall be paid the officers except under the provisions of ARTICLE V, Section 5.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of a President of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all directors and member meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary or any other officer or employee for any reason whatsoever

may be filled by the Board of Directors at any regular or special meeting which may elect a successor to the vacant office who shall hold office for the balance of the unexpired term.

ARTICLE VII. FINANCE

Section 1. The funds of the corporation shall be deposited in a bank in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution by the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December each year.

Section 3. An audit of the accounts of the corporation shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

Section 4. The Board of Directors of the corporation shall maintain a set of books of account for the corporation which shall show all the receipts and expenditures of the corporation, all of which shall be considered as common expenses, which shall include the following specific accounts:

A. Individual Accounts. An individual account for each of the owners of units in the condominium, which account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account and the balance due upon the assessments.

B. Current Expense, which shall include all receipts and expenditures to be paid within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year, or may be refunded proportionately to each member.

C. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

D. Reserve for Replacement, which shall include funds for repairs or replacement required because of damage, depreciation or obsolescence.

E. Expenditures, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

Section 5. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to

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defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

A. Current Expense and Reserve for Deferred Maintenance. The amount to be budgeted by the Board of Directors for current expense and reserve for deferred maintenance shall not exceed 115% of the budget for this account for the prior year.

B. Reserve for Replacement and Expenditures: The amount adopted in the budget by the Board of Directors for reserve for replacement and expenditures which shall include the funds to be used for capital expenditures or for additional improvements or additional personal property that will be a part of the common elements, shall be considered as special assessments and shall not exceed the sum of \$100.00 per year per unit, unless the same has been approved by members owning at least 75% of the undivided interests in the common elements in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, provided, however, that said budget and any assessment levied in connection therewith for reconstruction or repair under the provisions of Article X.G.5 of the Declaration of Condominium shall not be subject to this restriction if it has been determined, as provided in this Declaration of Condominium, to repair or reconstruct said damage.

C. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association.

D. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

Section 6. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the corporation handling or responsible for corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 7. All assessments paid by members of the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excess monies received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the limited and general common elements shall be considered as general surplus and held for the benefit of all of the members.

Section 8. All assessments shall be collected in the manner provided for in ARTICLE IX of the Declaration of Condominium.

ARTICLE VIII. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted

meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 75% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 75% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-laws, or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following: No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's unit.

Section 5. Before any amendment shall be effective it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court in Broward County, Florida.

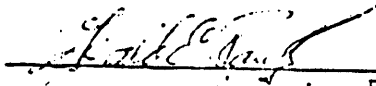
Section 8. No amendment to the Articles of Incorporation, the By-laws of the corporation, or the Declaration of Condominium shall be effective without the written consent of FAIRVIEW LAND CORP. so long as it retains the ownership of any condominium unit, provided, however, that in no event shall said period of time exceed two years from the recording of the Declaration of Condominium.

In addition to the foregoing, any proposed amendment to any of the documents described in the preceding paragraph must also be approved in writing by any institutional mortgagee holding a first mortgage against any of the condominium units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS.

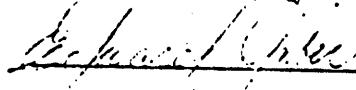
Section 9. Prior to the first annual meeting of the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, FAIRVIEW LAND CORP. and the owners of the fee simple title to Units 101W, 101E, and 102E of HILLSBORO LE BARON CONDOMINIUM APARTMENTS shall

have the right to make changes in the Declaration of Condominium, By-laws, Certificate of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., and any Exhibit thereto, including the Plat thereof, so long as such changes do not decrease a member's share of the general common elements or increase a member's percentage of the common expenses or ground rentals, or change or modify the percentage of votes which may be cast by any member, or change the location of the individual unit sold to a member, or substantially decrease the size of any unit.

The foregoing were duly adopted as the By-laws of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., being a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on May 5, 1969.



President



Secretary

RULES AND REGULATIONS

OF

HILLSBORO LE BARON CONDOMINIUM APARTMENTS

1. **SIGNS:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any owner on any part of the outside or inside of a unit without prior written consent of the Association.
2. **IMPROVEMENTS AND EXTERIOR WALLS:** No improvements may be constructed upon any part of the exterior of the building or the land upon which it is located without the written consent of the Association, except that owners may install at their own cost, green shades approved by the Board of Directors of a hue similar to the screens on the screened porches.
3. **PAINTING:** No exterior paint shall be applied upon any building without the prior written consent of the Association.
4. **GARBAGE AND REFUSE:** All trash, garbage or refuse shall be placed in closed paper bags or wrapped before being deposited in garbage chutes. Newspapers, magazines or large cartons must be placed on the floor next to the chute in the trash and laundry room where they will be picked up. They must not be deposited in the chutes.
5. **LAUNDRY:** Laundry, rugs or other articles shall be hung indoors.
6. **ELEVATORS:** Elevators shall not be abused or overloaded. Padding shall be installed while moving furniture or other objects which may damage the interior. Residents shall be responsible to the Board of Directors for any damage done by themselves, their guests or delivery people serving them.
7. **PARKING:** Owners shall observe the parking space assigned to them and park well within the lines and close to the curbs and stops. Only one parking space per apartment will be permanently assigned to the owner of said apartment, except that sufficient space to park two automobiles shall be assigned to penthouse apartments.
8. **STORM SHUTTERS:** Each owner shall provide storm panels of a type approved by the Board of Directors for complete protection of his apartment. The panels must be stored on the premises and provision for installation in the owner's absence must be made.
9. **WASHING CARS:** Washing cars shall be restricted to a portion of the grounds provided with a drain. Washing in other areas, especially beneath the building, shall not be permitted.
10. **ANTENNA:** No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.

11. RECREATIONAL FACILITIES: The use of all of the recreational facilities located at HILLSBORO LE BARON CONDOMINIUM APARTMENTS shall be regulated from time to time by the Board of Directors of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. These additional regulations shall include such regulations as are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities. They shall also include such other regulations as are deemed necessary from time to time to insure the proper use of said facilities by all of the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium; said additional rules and regulations shall be mailed to each of the unit owners of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, c/o his or her apartment in said condominium, upon adoption of same by the Board of Directors.
12. GUESTS: Owners must notify the manager when they are expecting house guests and should provide the manager with full information as to names and length of stay. If guests are occupying an owner's apartment during the owner's absence, the manager must be advised of this fact and the owner shall also be responsible for providing the guests with keys to said apartment.
13. USE OF LOBBY: Use of the lobby shall be restricted to greeting guests, collecting mail, utilizing the intercommunication system, and for ingress and egress.
14. BOAT MOORINGS: Mooring spaces located on the common elements shall be allocated to owners on the basis of priority of application. Unit owners allocated mooring space must be the registered owners of boats, and shall have no right, title or interest in and to said mooring space and upon sale of their unit or sale of their boat (except where an owner is immediately acquiring another boat) said space shall be re-allocated to the next eligible applicant among the owners, again based upon priority of application. No mooring space shall be allocated to the owner of a unit who is not the registered owner of a boat. The amount of mooring space allocated shall be commensurate with the amount of mooring space needed for the mooring of a unit owner's boat.

Mooring space may not be re-let by a boat owner, or the use of the same loaned to any other person. All mooring space shall be controlled by the Board of Directors, and the Board shall have the right to lease said space for period of one (1) year at a time. Said lease, however, shall be renewed from time to time for additional periods of one (1) year each, so long as the owner of said boat has abided by the terms and conditions of said lease. The terms and conditions of said lease must be reasonable and uniformly applied to all persons. The Board of Directors shall charge as rental for the use of said mooring space the sum of 20¢ per lineal foot per month for the number of lineal feet of said boat, or 50¢ per lineal foot per month for the number of lineal feet of said boat if air conditioning is used in connection with said boat. No major refinishing or major repairs shall be allowed at moorings.

15. SPECIAL USE OF RECREATIONAL FACILITIES: Owners wishing to utilize any of the recreational areas for special occasions, such as parties, meetings, etc., shall make reservations for the same with the manager. The owner making said reservations shall be responsible for any damage to the furnishings and for the cost of cleaning said recreational facilities after the meeting or party.
16. CHILDREN: Apartment owners shall be responsible for the actions and any damage caused by their own children or any visiting children. Children shall not be permitted to play in the lobbies, on the stairways, or walkways or the putting green. Children under the age of 16 years shall not be permitted the use of the recreation room unless in the presence of at least one parent. Children under the age of 12 may not use the putting green unless accompanied by at least one parent.
17. SWIMMING POOL: Women shall wear bathing caps while in the pool. No articles, such as bottles, china, glasses or other containers shall be permitted in or by the swimming pool.
18. RECREATION ROOM: People wearing wet bathing suits will not be permitted in the recreation room unless they first towel dry themselves.
19. PETS: No pets will be permitted on the premises except domestic pets meeting the following conditions:
 - A. Said pets were owned by the owners at the time of purchase of his or her apartment.
 - B. All dogs and cats shall be leashed when taken from the apartment to the dog run, and shall not be allowed to run loose or be walked or curbed on any of the common elements of the Association except on the dog run. In addition thereto, no pets will be permitted on the ocean beach and the Association shall have the right to enforce this regulation and prevent the use of the beach by any pets.
 - C. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the Association. In the event that any pet becomes a nuisance, the Board of Directors shall have the right to give the apartment owner owning said pet 30 days' written notice of said fact. In the event that said owner does not remove said pet from the premises during said 30-day period, the Board of Directors shall be entitled to take such action as may be necessary to secure removal of said pet from the premises, including but not limited to securing an injunction requiring the removal of said pet.
20. USE OF BEACH: The beach shall be used only for bathing, sunbathing and lounging and all owners must conduct themselves in a manner when using the same so that they will not constitute a public nuisance.
21. TELEVISION, RADIOS AND MUSICAL INSTRUMENTS: Television, radios and musical instruments must be used at such times as will

provide a minimum of disturbance to other apartment owners. The use of musical instruments after 10:00 p.m. and before 10:00 a.m. is prohibited. Volume on radios or television must be turned down at 10:00 p.m. so as not to disturb other owners.

22. INSURANCE: Each unit owner shall be required to insure the interior of his unit and his furnishings for at least \$5,000 against fire, extended coverage and other perils.
23. OCCUPANCY LIMITATION: No residential unit shall be permanently occupied by more than four (4) persons, except for penthouse units which shall not be permanently occupied by more than five (5) persons.

This Warranty Deed Made and executed the _____ day of _____ A. D. 19 _____ by FAIRVIEW LAND CORP.

a corporation existing under the laws of Florida and having its principal place of business at Broward County, Florida hereinafter called the grantor, to

whose postoffice address is

hereinafter called the grantee:

(Wherever used herein the terms "grantee" and "grantee" include all the parties to the instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz:

A condominium parcel designated as Unit No. _____ of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, according to the Declaration thereof, dated _____, 1969, and recorded in O. R. Book _____, at page _____, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto, all according to said Declaration of Condominium.

SUBJECT to all of the provisions of the Declaration of Condominium and Exhibits thereto, and any and all reservations, restrictions, easements, licenses and limitations of record which the party of the second part assumes and agrees to perform and abide by.

ALSO SUBJECT to all taxes levied subsequent to the year _____.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____ FAIRVIEW LAND CORP. Secretary

Signed, sealed and delivered in the presence of:

By _____ President

STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, as officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GERALD E. PAUTZ and EDWARD HABER

well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them in said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A. D. 19 _____

This instrument prepared by:

G. Earl James Sutton, James, Bielejeski & Lunny 1776 E. Sunrise Blvd. Fort Lauderdale, Fla.

Notary Public

LEASE

THIS LEASE made and entered into this 5th day of May, 1969 by and between DONALD J. LUNNY, as Trustee, hereinafter called "Lessor", which term shall include his heirs and assigns, and FAIRVIEW LAND CORPORATION, a Florida corporation, hereinafter called "Lessee", which term shall include its successors and assigns;

WITNESSETH:

That Lessor, for and in consideration of the payment of the rent and performance of the covenants and agreements by Lessee, as hereinafter set forth, hereby demises, rents and leases the following described property situated in the County of Broward, State of Florida, to-wit:

Units No. 101W
No. 101E and
No. 102E

of Hillsboro LeBaron Condominium Apartments at 1050 Highway 1A, Pompano Beach, Florida, according to the Declaration of Condominium thereof dated MARCH 5, 1969 and recorded in Official Records Book 3421, at page 842, of the Public Records of Broward County, Florida, together with all of the appurtenances appertaining thereto and subject to all of the provisions of the Declaration of Condominiums and Exhibits thereto.

TO HAVE AND TO HOLD for a term of ninety-nine (99) years commencing on the 5th day of May, 1969, said lease to be upon the following terms and conditions:

1. Use of Premises:

It is understood and agreed between the parties hereto that said premises during the continuance of this lease may be used and occupied only for the following purposes:

- (a) Unit 101W shall be used and occupied only for vehicle parking and patio purposes;
- (b) Unit 101E shall be used and occupied only for vehicle parking except that portion thereof which is designed for residential use which is to be used and occupied only as a manager's apartment;
- (c) Unit 102E shall be used and occupied only for recreational purposes in connection with the operation of Hillsboro LeBaron Condominium Apartments;
- (d) All of said demised units shall be used and occupied subject to the rules and regulations promulgated by Hillsboro LeBaron Condominium Apartments, Inc., or its successors in interest and authority.

2. Rent:

Lessee shall pay and does hereby agree to pay to the Lessor at such place as Lessor may designate from time to time in writing, the following sums of money as rent for the use of the demised premises.

(a) Lessee has paid simultaneously with the execution of this lease the sum of One Hundred Dollars (\$100.00) as advance rental to cover the period beginning the 5th day of MAY, 1968, to the 31st day of MAY, 1969.

(b) An annual rent beginning on the 1st day of June, 1969 computed on the basis of Four Hundred Sixty-Two Dollars (\$462.00) payable in monthly installments of Thirty-Eight Dollars and Fifty Cents (\$38.50), in advance, for each condominium unit having a designated parking space in Units 101W or 101E.

(c) An annual rent computed on the basis of Four Hundred Fifty Dollars (\$450.00) payable in monthly installments of Thirty-seven Dollars and Fifty Cents (\$37.50), in advance, for each condominium unit having a designated parking space outside of Units 101W or 101E.

(d) It is understood and agreed that the rental to be paid as aforesaid is a net rental and that the Lessee shall be responsible for the payment of all taxes, assessments, maintenance, operating costs or any other expenses whatsoever incurred in connection therewith, all of which are agreed to be paid by the Lessee.

(e) Notwithstanding the foregoing, said rental shall be adjusted as provided in paragraph 3 of this lease to reflect changes in the purchasing power of the dollar.

3. Cost of Living Adjustment:

(a) It is understood and agreed that nothing in this paragraph shall ever reduce the annual rental agreed upon below the sums set forth in paragraph 2 above.

(b) It is covenanted and agreed that beginning at the end of the fifteenth year of this lease and every five years thereafter, the Index number hereinafter designated will be compared to its position as of August 15, 1968. For every rise of such Index figure above its position as of August 15, 1968, the rent initially reserved herein per year (payable monthly) shall be increased as set forth in subparagraph (c) hereof and shall continue in such increased amount for five years until the next Index figure computation at which time the rent will be either increased or reduced, as provided in subparagraph (c) hereof.

(c) In view of the fluctuating purchasing power of the dollar the parties hereto, desiring to adjust the rentals set forth in paragraph 2 of this lease to such purchasing power, agree that adjustments shall be made in the annual rental from time to time, as hereinafter provided, so as to reflect as nearly as possible such fluctuations; provided, however, that in no event shall the net rental to Lessor be less than the sums set forth in paragraph 2 of this lease. The parties hereto hereby adopt the Consumers Price Index, United States Average All Items, issued by the Bureau of Statistics of the United States Department of Labor, hereinafter referred to as "The Index". The Index for August 15, 1968 shall be taken as the basic standard. Adjustments shall be made at five (5) year intervals commencing at the beginning of the sixteenth year of this lease. The adjustments shall be made and the rent for the ensuing new five-year period shall be arrived at by multiplying the

basic unit rental of Four Hundred Sixty-two Dollars (\$462.00), or Four Hundred Fifty Dollars (\$450.00), as the case may be (as provided for in paragraph 2 hereof) by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the new Basic Standard. The new Index figure will be the average of the Index for the three calendar months of the year immediately preceding the beginning of the new five-year period.

It is understood that the above Index is now being published by the Bureau of Labor Statistics of the United States Department of Labor monthly. Should it be published at other intervals, the new Index, hereinabove provided for, shall be arrived at from the Index or Indexes published by said Bureau most closely approximating the three-month period of October to December, inclusive, of the year immediately preceding the beginning of the new five-year period. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching such discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States governmental agency as most nearly approximates the Index herein first above referred to shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index, and in the event agreement cannot be reached as to such conversion factor, or such new Index, then the parties hereto agree to submit to arbitrators chosen under the rules of the American Arbitration Association, the selection of a new Index approximating as nearly as can be the Index hereinabove first contemplated, which new Index may be one published by a governmental agency or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the Dollar. Should there be no such publication by a governmental agency then an Index prepared by a private agency generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the Dollar shall be agreed upon by the parties hereto, or failing such agreement, a generally accepted and approved Index shall be selected by three arbitrators chosen as aforesaid. The selection of an Index by such arbitrators in either of the above events shall be binding upon the parties hereto. In the event of any controversy arising as to the proper adjustment for rental payments, as herein provided, Lessee shall continue paying the rental under the last preceding rental adjustment, as herein provided, until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose.

4. Care of Premises:

Lessee shall not perform any acts or carry on any practices which may injure the demised premises or be a nuisance or menace to the occupants of the condominium in which said units are located.

5. Insurance:

Lessee, at its sole cost and expense, shall keep the demised premises insured during the term of this lease against loss or damage by fire and other risks embraced by "extended coverage" and, in addition, shall maintain at all times a policy of insurance to cover all liability for personal injury and property damage against claims therefor occurring on the demised premises with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of bodily injury or death to any one person, and not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than Twenty-five Thousand Dollars (\$25,000.00) property damage.

6. Repairs and Maintenance:

During the term of this lease, Lessee will take good care of the demised premises and will keep the same in good order and condition and make all necessary repairs thereto of whatsoever nature including, if necessary, the installation or construction of seawalls and/or groins which may be necessary to protect the condominium property, including the demised premises, against erosion.

7. Taxes:

Lessee, as a part of the consideration for this lease, covenants and agrees to pay any and all real estate taxes and/or special assessments levied against the demised premises during the term of this lease.

8. Utility Charges:

Lessee shall pay all charges for utilities as the same become due.

9. Compliance with Lawful Requirements:

Lessee shall, at its own expense, do and perform such acts and things as shall be lawfully required by any public body having jurisdiction over the demised premises.

10. Covenant to Hold Harmless:

Lessor shall be and is hereby held harmless by Lessee from any liability for injury to any person and for damage to any property in or upon the leased premises, including the person and property of Lessee and Lessee's employees and of all persons upon the leased premises.

11. Assignment:

Lessee may assign its interest in this lease to Hillsboro LeBaron Condominium Apartments, Inc. but otherwise no assignment

may be made without the written consent of the Lessor. It is expressly understood that Lessee shall grant to the owner or occupants of the other units in said condominium the right to use the demised premises for the purposes hereinbefore delineated.

12. Non-Payment of Rent:

If any rent payable by Lessee to Lessor shall be and remain unpaid for more than fifteen (15) days after the same is due and payable, and if Lessee shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, Lessor shall have the right to request a court of competent jurisdiction to appoint a Receiver for the Lessee for the purpose of managing said leased real estate and collecting the rents due Lessors hereunder during the period of any such violation or default, but notwithstanding such appointment of a Receiver, the liability of the Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease. And it is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by Lessor to enforce the provisions of this lease or the collection of the rent due Lessor hereunder. The remedy afforded Lessor by this paragraph shall be in addition to Lessor's lien for rent as provided in Paragraph 23 of this lease.

13. Bankruptcy:

Neither this lease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

14. Holding Over:

In the event Lessee remains in possession of the leased premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a Lessee from month to month, subject to all the conditions, provisions and obligations of this lease.

15. Waiver:

One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

16. Notices:

Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing addressed to Lessee at the last known post office address of Lessee or to Hillsboro LeBaron Condominium Apartments, Inc., its successors or assigns at its last known address and sent by certified mail with postage prepaid, and

if such notice to Lessor is in writing, addressed to the last known post office address of Lessor and sent by certified mail with postage prepaid.

17. Construction:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

18. Non-Liability:

Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

19. Consent Not Unreasonably Withheld:

Lessor agrees that whenever under this lease provision is made for Lessee securing the written consent of Lessor, such written consent shall not be unreasonably withheld.

20. Acceptance of Premises:

It is agreed that by use of the subject premises as Lessee, the Lessee formally accepts the same and acknowledges that the Lessor has complied with all requirements imposed upon it under the terms of this lease with respect to the condition of the premises at the time the Lessee commences occupancy of the same.

21. Improvements and Alterations:

Lessee further covenants that it is leasing hereunder premises already improved for vehicle parking, residential, and recreational purposes and, therefore, Lessor does not contemplate the placing of improvements on or the making of alterations to the demised premises during the term of this Lease. However, should the Lessee participate in the placing of any improvements or alterations to the above described premises, then it agrees that such additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of the Lessor. And the Lessee further agrees, in the event of the making such improvements or alterations, to indemnify and save harmless the Lessor from all expense, liens, claims or damages to either persons or property on the above described premises, arising out of, or resulting from, the undertaking or making of said alterations or additions.

22. The Lessee pledges with and assigns unto the Lessor all of the rents, issues and profits which might otherwise accrue to the

Lessee for the use, enjoyment and operation of the demised premises and in connection with such pledging of the rents the Lessee covenants and agrees with the Lessor that if the Lessor, upon default of the Lessee, elects to file suit to enforce the Lease and protect the Lessor's right hereunder, then the Lessor may, as ancillary to said suit, apply to any court having jurisdiction thereof for the appointment of a receiver of all and singular the demised premises, and thereupon, it is expressly covenanted and agreed that the court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien or to the solvency or insolvency of the Lessee, and without reference to the commission or waste.

23. The Lessee is the developer of a condominium apartment project known as Hillsboro LeBaron Condominium Apartments, and the Lessee has constructed 164 condominium units under the Condominium Act, Chapter 711, Laws of Florida, as amended, and title to the individual condominium units will initially vest in the Lessee upon the filing of a Declaration of Condominium applicable to the property on which said buildings are constructed. The improvements which the Lessee has constructed on the demised premises consist of certain buildings and other improvements for the common use and benefit of the owners of the individual condominium units hereinabove described, which use shall be subject to the terms and conditions of this lease.

It is further recognized by the parties that the aforesaid improvements constructed or placed upon the demised premises are of a special character permitting the use and enjoyment of said improvements only by the owners of said condominium apartment units. It is, therefore, recognized between the Lessor and the Lessee that the payment of rentals and other charges imposed upon the Lessee by the terms of this lease, as well as the performance of all other terms and conditions of this lease shall be further secured by a lien in favor of the Lessor on each of the other condominium units of the Lessee. Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever, except the lien of any institutional first mortgagee of an individual condominium unit.

An institutional first mortgagee lien is hereby defined as any such mortgage held by a bank, federal savings and loan association or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall be superior to the lien of the Lessor herein on said adjacent lands of the Lessee.

Said lien shall be perfected against any condominium unit when a notice claiming said lien has been recorded by the Lessor in the Public Records of Broward County, Florida, which claim or lien shall not be recorded until payment is past due for at least ten (10) days. Said lien shall be effective as against the owner of said unit and all parties having a knowledge thereof, actual or constructive, by virtue of the recordation of said lien.

Should the holder of any institutional mortgage lien acquire by foreclosure, or by deed in lieu of foreclosure, the title to any

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of said condominium units, the recording of the Certificate of Title or Deed, as the case may be, shall extinguish any such recorded lien as to such unit conveyed and the rentals due for the use of the facilities covered by this lease shall abate during the period any such unit is held by such institutional mortgagee and for any period prior thereto for which rentals have not been paid and the rentals due from the Lessee herein shall be proportionately reduced by the amount of the monthly rentals allocated to such apartment unit held by an institutional mortgagee during the period of ownership of said unit by such mortgagee; provided, however, that upon the rental of said unit or the transfer of title to said unit by said lending institution to any third party, said rentals shall be reinstated from the date of such renting or transfer and shall be due and payable by the owner or occupant of said unit to the Lessee and in turn payable by the Lessee to the Lessor herein.

The lien herein granted to the Lessor shall be enforceable from time to time only against the owner of an individual condominium unit who is in default after such lien has been perfected and shall not constitute a lien nor be enforceable against any other owners who are not in default at that time and who have paid their assessments, including rental due hereunder, for their condominium units to the Lessee.

The enforcement by the Lessor of the lien herein created against the other condominium units owned by the Lessee may be by appropriate action for the enforcement of liens generally together with all other remedies elsewhere provided in this lease.

24. Termination:

In the event that Hillsboro LeBaron Condominium Apartments, Inc. shall ever be terminated, pursuant to the terms and conditions of the Declaration of Condominium, then and in that event the Lessor's lien, as hereinbefore established, shall attach to the undivided interest held by the various unit holders in said condominium in the common surplus, insurance proceeds, if any, and in the land and improvements remaining on the property which is a part of the condominium.

25. Unit Owner's Option to Purchase:

The owner of each condominium unit shall have the option, commencing twelve (12) months after the assignment of this lease to Hillsboro LeBaron Condominium Apartments, Inc., of purchasing an undivided 161st interest in the demised premises, which said option shall terminate at the end of the sixtieth month following such assignment, at a purchase price as hereinafter set forth:

(a) Each unit owner having a parking space assigned within units 101W or 101E shall, upon tender of \$8,200 in cash to the Lessor herein during the option period, be entitled to receive a warranty deed conveying an undivided 161st interest in units 101W, 101E and 102E. Said deed shall expressly reserve to the grantor the right to receive all rentals payable under said lease by unit owners who have not exercised their right to purchase hereunder and shall further provide that said lease shall be extinguished as to the undivided 161st interest conveyed. For every purchasing

unit owner under this Section, the total annual rent required to be paid under said lease shall, from the date of delivery of the deed, be reduced by the sum of \$462.00 (\$38.50 per month). Thereafter, each such purchaser shall have the continuing right to utilize the parking space previously assigned.

(b) Each unit owner to whom no parking space is assigned within units 101W or 101E shall, upon tender of \$8,000 in cash to the Lessor herein during the option period, be entitled to receive a warranty deed conveying an undivided 161st interest in units 101W, 101E and 102E. Said deed shall expressly reserve to the grantor the right to receive all rentals payable under said lease by unit owners who have not exercised their right to purchase hereunder and shall further provide that said lease shall be extinguished as to the undivided 161st interest conveyed. For every purchasing unit owner under this Section, the total annual rent required to be paid under said lease shall, from the date of delivery of the deed, be reduced by the sum of \$450.00 (\$37.50 per month).

26. Non-Commercial Usage of Units 101E, 101W and 102E:

In order to avoid any possible misconstruction of the usage of the parking condominium units (101E and 101W) or of the recreational facility unit (102E), it is expressly provided that the parking spaces within the parking condominium units shall be for the exclusive use of condominium dwelling unit owners within the buildings where said units are located and such parking spaces will be expressly assigned to unit owners in said buildings by HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. In no event shall either the recreational facility unit (102E) or the parking units (101W and 101E) ever be commercially exploited as being rentable in part or all to persons who do not own a condominium dwelling unit within HILLSBORO LE BARON CONDOMINIUM APARTMENTS.

27. Renewal Option.

At the termination of this Lease, Lessee shall have the option to renew for an additional term of ninety-nine (99) years upon all of the same terms and conditions as set forth in this Lease.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand and seal the day and year first above written, and the Lessee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of

Donald J. [Signature] (SEAL)
DONALD J. [Signature] as Trustee

as to Lessor/ FAIRVIEW LAND CORP. (SEAL)

BY: [Signature]

as to Lessee Attest: [Signature]

J O I N D E R

HELEN M. LUNNY, the wife of DONALD J. LUNNY, hereby joins in the execution of this lease for the purpose of subjecting any dower interest she may have in the demised units to the provisions of this lease.

Signed, sealed and delivered in the presence of:

[Signature]
[Name]

[Signature]
HELEN M. LUNNY

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared DONALD J. LUNNY, as Trustee, joined by his wife, HELEN M. LUNNY, to me well known to be the individuals described in and who executed the foregoing lease, and they acknowledged before me that they executed said lease.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this 5th day of May, 1969.

[Signature]
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 16, 1971
SUCCEED THROUGH FRED W. DISTELHORST

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared GERALD E. PAUTZ and FRED W. BEER, President and Secretary, respectively, of FAIRVIEW LAND CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 5th day of May, 1969.

[Signature]
Notary Public

My commission expires:

REGISTRAR OF DEEDS AND CLERK OF DISTRICT COURT
JACK WHEELER
CLERK OF DISTRICT COURT

Notary Public
My Commission Expires

BY-LAWS

OF

HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

ARTICLE I. NAME AND LOCATION

Section 1. The name of this corporation shall be HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

Section 2. Its principal place of business shall be 1050 A-1-A Highway, Hillsboro Beach, Pompano Beach, Florida.

ARTICLE II. PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617 Florida Statutes for the purpose of operating and managing HILLSBORO LE BARON CONDOMINIUM APARTMENTS pursuant to the provisions of Chapter 711 Florida Statutes 1963, as amended. The condominium to be operated and managed by this corporation shall be located upon the following described lands in Broward County, Florida:

Those certain lands as fully set forth in the Declaration of Condominium of HILLSBORO LE BARON CONDOMINIUM APARTMENTS

Section 2. HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. was duly incorporated in the Office of the Secretary of State of the State of Florida on

ARTICLE III. MEMBERS

Section 1. All of the owners of condominium units shall be members of this corporation. Upon recording of a deed or other instrument establishing a change of record title to a condominium unit in the condominium, and the delivery to the corporation of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. The owners of individual condominium units shall be entitled to a vote in the affairs of the corporation equal to the percentage of their ownership in the general common elements of the condominium as set forth in Article VIII D. of the Declaration of Condominium.

If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person or is under lease, the person entitled to cast a vote for the unit shall be designated by a certificate, signed by all of the record owners of the unit and filed with the Secretary of this corporation. If a unit is owned by a corporation, the person entitled to cast a vote for the unit

shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of this corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A Certificate designating the person entitled to cast a vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs.

ARTICLE IV. MEMBERS MEETINGS

Section 1. The annual meeting of the members shall be held at 2:00 p.m. Eastern Standard Time on the first Wednesday in March of each year at the principal office of the corporation or at such other place as may be set forth in the Notice of said meeting in Hillsboro, Pompano Beach, Florida. At such meeting the members shall elect directors to serve until the next annual meeting of the members, or until their successors shall be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

The first annual meeting of the members shall be held on the first Wednesday in March of 1970. The holding of the first annual meeting of the members may be accelerated if, in the opinion of the developer, FAIRVIEW LAND CORP., there is a sufficient number of members available to hold said meeting.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place in Hillsboro, Pompano Beach, Florida, as may be set forth in the Notice of said meeting, may be called at any time by the President or in his absence, by the Vice President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President, or Vice President to call such a meeting whenever so requested by members holding thirty-three per cent (33%) or more of the voting rights of the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice President or Secretary to each member not less than ten (10) days prior to the date of said meeting, to the address of said member as it appears upon the books of the corporation. A certificate of the officer mailing said notice shall be prima facie proof that said notice was given.

Section 4. The President, or in his absence, the Vice President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members meetings shall consist of persons entitled to cast fifty-one per cent (51%) of the votes of the entire

membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium unit.

Section 7. Annual or special meetings of the members may be held at any time or place without notice, with the written consent of the members.

Section 8. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

Section 9. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE V. DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9) persons. The exact number of directors is to be set at the annual meeting prior to the election of said directors. The developer, FAIRVIEW LAND CORP., shall have the right to elect a majority of the members of the Board of Directors of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. until such time as 100% of the individual units have been sold to other owners. Directors elected by FAIRVIEW LAND CORP. shall have the right to serve until the next annual meeting and until their successors have been duly elected and qualified, even though the percentage set forth above has been reached during the year prior to the holding of said annual meeting. This shall not modify the voting rights of FAIRVIEW LAND CORP. as to any unsold apartment units.

It shall not be necessary for a member of the Board of Directors to be the owner of an individual condominium unit if elected by FAIRVIEW LAND CORP. as provided above. It shall be necessary for any other member of the Board of Directors to also be the owner of an individual condominium unit or an officer of any corporation owning an individual condominium unit or the trustee of a trust owning an individual condominium unit.

Section 2. The original members of the Board of Directors shall be those elected at the first meeting of the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. by FAIRVIEW LAND CORP. who shall hold office until the first annual meeting of the members. At the first annual meeting of the members as specified in these By-laws and thereafter the directors shall be elected annually by the members and by FAIRVIEW LAND CORP., where applicable, at said annual meeting and said directors shall serve until the next annual meeting or until their successors are duly elected and qualified or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, prior to the first annual meeting of the members, the remaining directors shall elect a person of legal age to serve as a director for the unexpired portion of the term of the former director. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the first annual meeting of the members, the remaining directors shall elect one of the members to serve as a director for the unexpired portion of the term of the former director. If the vacancy is brought about by resignation or other reason of a member of the Board of Directors who has been elected by FAIRVIEW LAND CORP. prior to the time when the members elect all of the directors, then in that event FAIRVIEW LAND CORP. shall have the right to fill said vacancy in accordance with the provisions of these By-laws.

Section 4. After the first annual meeting of the members, a director may be removed from office with or without cause by a majority of the owners at any regular or special meeting duly called. At said meeting a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting, provided, however, that no director elected by FAIRVIEW LAND CORP. shall be removed without its written consent so long as it has the right to elect directors in accordance with these By-laws.

Section 5. No compensation shall be paid to directors for their services as directors. Compensation may be paid to a director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a director. In this case, however, said compensation must be approved in advance by the Board of Directors and the director to receive said compensation shall not be permitted to vote on said compensation. The directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall

be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of such regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

The directors may establish a schedule of regular meetings to be held in the offices of the corporation and no notice shall be required to be sent to said directors of said regular meetings, once said schedule has been adopted.

Section 8. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least five (5) directors.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have all of the powers vested in it under common law, and pursuant to the provisions of Chapter 617 et seq., Florida Statutes, and Chapter 711, Florida Statutes 1963, as amended, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation, and the condominium documents, subject only to such approval of the owners of the individual condominium units as may be required under these By-laws, the Articles of Incorporation and the condominium documents.

Such powers shall include but shall not be limited to the following:

- A. Management and operation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium.
- B. To make and collect assessments from members for the purpose of operating and maintaining the condominium.
- C. The maintenance, repair and replacement of the condominium property.
- D. The reconstruction of improvements after any casualty, and the further improvement of the property.
- E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.
- F. To make and amend regulations respecting the use of the property in the condominium, provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the corporation before such shall become effective.
- G. To approve or disapprove proposed purchasers, lessees and mortgagees of the apartment units in the manner as provided in the Declaration of Condominium.
- H. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium units and the corporation against any casualty or any liability to third persons.
- I. To employ a management agent at a compensation established by the Board of Directors and to delegate to said management agent such powers and duties as the board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.
- J. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-laws of the corporation and the regulations for the use of the property in the condominium.
- K. To pay any taxes or special assessments against any condominium unit where the same are in default and to assess the same against the condominium unit, subject to said taxes and liens.
- To pay any taxes or special assessments on any condominium units acquired by the corporation through the enforcement of any lien held by the corporation against said condominium unit.
- L. To execute and accept any assignment of a ninety-nine (99) year lease on certain units to be utilized for parking and recreational areas for the owners of condominium units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS and to pay the rentals and other charges called for in said ninety-nine (99) year lease.
- M. To acquire the title by foreclosure or by deed of conveyance to any condominium unit, provided, however, that the title to said unit and all appurtenances therewith shall be held in trust for the use and benefit of all of the owners of units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium.

ARTICLE VI. OFFICERS

Section 1. The principal officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The

directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all directors and member meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary or any other officer or employee for any reason whatsoever

may be filled by the Board of Directors at any regular or special meeting which may elect a successor to the vacant office who shall hold office for the balance of the unexpired term.

ARTICLE VII. FINANCE

Section 1. The funds of the corporation shall be deposited in a bank in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution by the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December each year.

Section 3. An audit of the accounts of the corporation shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

Section 4. The Board of Directors of the corporation shall maintain a set of books of account for the corporation which shall show all the receipts and expenditures of the corporation, all of which shall be considered as common expenses, which shall include the following specific accounts:

A. Individual Accounts. An individual account for each of the owners of units in the condominium, which account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account and the balance due upon the assessments.

B. Current Expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year, or may be refunded proportionately to each member.

C. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

D. Reserve for Replacement, which shall include funds for repairs or replacement required because of damage, depreciation or obsolescence.

E. Expenditures, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

Section 5. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to

defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

A. Current Expense and Reserve for Deferred Maintenance. The amount to be budgeted by the Board of Directors for current expense and reserve for deferred maintenance shall not exceed 115% of the budget for this account for the prior year.

B. Reserve for Replacement and Expenditures: The amount adopted in the budget by the Board of Directors for reserve for replacement and expenditures which shall include the funds to be used for capital expenditures or for additional improvements or additional personal property that will be a part of the common elements, shall be considered as special assessments and shall not exceed the sum of \$100.00 per year per unit, unless the same has been approved by members owning at least 75% of the undivided interests in the common elements in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, provided, however, that said budget and any assessment levied in connection therewith for reconstruction or repair under the provisions of Article X.G.5 of the Declaration of Condominium, shall not be subject to this restriction if it has been determined, as provided in this Declaration of Condominium, to repair or reconstruct said damage.

C. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association.

D. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

Section 6. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the corporation handling or responsible for corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 7. All assessments paid by members of the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excess monies received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the limited and general common elements shall be considered as general surplus and held for the benefit of all of the members.

ARTICLE VIII. AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted

meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 75% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 2. These By-laws may be amended by the corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 75% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-laws, or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following: No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's unit.

Section 5. Before any amendment shall be effective it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-laws of the corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court in Broward County, Florida.

Section 8. No amendment to the Articles of Incorporation, the By-laws of the corporation, or the Declaration of Condominium shall be effective without the written consent of FAIRVIEW LAND CORP. so long as it retains the ownership of any condominium unit, provided, however, that in no event shall said period of time exceed two years from the recording of the Declaration of Condominium.

In addition to the foregoing, any proposed amendment to any of the documents described in the preceding paragraph must also be approved in writing by any institutional mortgagee holding a first mortgage against any of the condominium units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS.

Section 9. Prior to the first annual meeting of the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, FAIRVIEW LAND CORP. and the owners of the fee simple title to Units 101W, 101E, and 102E of HILLSBORO LE BARON CONDOMINIUM APARTMENTS shall

have the right to make changes in the Declaration of Condominium, By-laws, Certificate of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., and any Exhibits thereto, including the Plat thereof, so long as such changes do not decrease a member's share of the general common elements or increase a member's percentage of the common expenses or ground rentals, or change or modify the percentage of votes which may be cast by any member, or change the location of the individual unit sold to a member, or substantially decrease the size of any unit.

The foregoing were duly adopted as the By-laws of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., being a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on

President

Secretary

DECLARATION OF CONDOMINIUM

OF

HILLSBORO LE BARON CONDOMINIUM APARTMENTS
A Condominium

Pompano Beach, Florida

FAIRVIEW LAND CORP., a Florida corporation, hereinafter referred to as "Owner", on behalf of itself and its successors, grantees and assigns, and to its successors, grantees and assigns, does hereby declare that the lands hereinafter described are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provisions of Chapter 711, Florida Statutes 1963, as amended, in accordance with the terms and conditions of this Declaration as hereinafter set forth.

I. NAME

The name by which this condominium shall be entitled shall be HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium.

II. LEGAL DESCRIPTION OF THE LAND

The lands owned by the land owner which are hereby submitted to the condominium form of ownership are the following described lands situate, lying and being in Broward County, Florida:

The South 434' of the following described land:
All that part of Government Lot 4, Section 17, Township 48 South, Range 43 East, lying East of the East right-of way of the Intracoastal waterway between a line parallel to and 3500' South of, measured at right angles, the North line of said Section 17 and a line parallel to and 4150' South of, measured at right angles, the North line of said Section 17, together with all riparian and littoral rights appertaining thereto subject to the right-of-way of the public in and to the Ocean Boulevard

FURTHER SUBJECT to the following:

1. Any and all easements, licenses, restrictions, reservations or limitations of record; and
2. Subject to governmental zoning, building code and bulkhead laws, ordinances or regulations.

III. DEFINITIONS

A. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.

B. Association means HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. the entity responsible for the operation of this condominium.

C. Common elements means the portions of the condominium property not included in the units.

D. Common expenses means the expenses for which the unit owners are liable to the Association, including any rentals payable on property leased by the condominium association, as hereinafter described in Article VI hereof.

E. Common surplus means the excess of all receipts of the association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

F. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

G. Condominium unit means a unit together with the undivided share in the common elements which is appurtenant to the unit.

H. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium. Included herein is the association's rights in a long-term lease assigned to the association for the recreation and parking areas which embrace the property hereinafter described in Article VI hereof.

I. Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

J. Unit means a part of the condominium property which is subject to private ownership.

K. Unit owner means the owner of a condominium unit.

L. Developer means FAIRVIEW LAND CORP., a Florida corporation.

M. Majority, or majority of operating owners, means unit owners with 51% or more of the votes assigned in the condominium documents to the unit owners for voting purposes.

N. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

O. Institutional first mortgage means a first mortgage originally executed and delivered to a bank, a federal savings association, or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on a unit together with any other interest or undivided share in the common elements appurtenant to such unit.

P. Owner means FAIRVIEW LAND CORP., a Florida corporation.

IV. CONDOMINIUM DOCUMENTS

The documents by which the condominium will be established are as follows:

This Declaration of Condominium, hereinafter called Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration. Attached to the Declaration of Condominium are the following exhibits:

A. Plot plan of property and floor plans showing the various floors of the apartment buildings which are submitted to the provisions of Chapter 711, Florida Statutes 1963, as amended, duly certified as required under said Act, which is marked Exhibit A.

B. Articles of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium, a non-profit corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual units, which is marked Exhibit B.

C. By-Laws of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium, which is marked Exhibit C.

D. Rules and Regulations, which is marked Exhibit D.

E. Form of condominium deed by which the developer will convey particular units and appurtenances thereto in the condominium to purchasers thereof and which will describe the condominium unit. A typical condominium deed is attached hereto as Exhibit E.

V. BASIC PROPERTY COMPONENTS

The real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plans:

A. LAND USE: The real property herein submitted, together with the 99-year leasehold interest on certain units of the condominium which is hereinafter fully described in Article VI of this Declaration, shall be used solely for residential purposes, parking and recreational activities associated therewith.

B. IMPROVEMENTS: The improvements to be constructed upon the land submitted herein to the condominium form of ownership shall be as follows:

1. The condominium shall include two apartment buildings containing 164 units including parking and recreational facilities.

2. In addition to the buildings, said condominium shall include certain exterior parking areas, docks, driveways and sidewalks located on the property described in Article II of this Declaration.

C. EASEMENTS AND LICENSES: Easements for public utilities will be granted, where necessary, to public utilities requiring the same in order to service the real property which is a part of this condominium.

VI. 99-YEAR LEASE

As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, the association, HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., shall be found to observe and perform all of the duties, obligations and liabilities on the part of the Lessee to be observed and performed as set forth in that certain long-term lease herein-after referred to as Lease which is to be entered into by Developer, as Lessee, with DONALD J. LUNNY, individually and as Trustee, joined by his wife, HELEN LUNNY, as Lessors, which said Lease shall be assigned by the Developer to the Association. Said lease and assignment shall be recorded in the Official Records of Broward County, Florida, immediately following the recording of this Declaration of Condominium and immediately following the conveyance of the leased property by the Developer to the said DONALD J. LUNNY, as Trustee. Said Lease shall include units No. 101W, 101E, and 102E of HILLSBORO LE BARON CONDOMINIUM APARTMENTS. Said Lease shall be subject to all of the terms, conditions and covenants of this Declaration of Condominium.

The aforementioned 99-year lease requires the payment by the Association of an annual rental which shall be payable in monthly installments to Lessors as is more fully provided in said Lease. Said 99-year lease also contains provisions providing for the adjustment of said rent in case of any increase in the cost of living or in the event of devaluation of the United States Dollar.

The rentals to be paid by the Association in connection with its performance of the terms of said lease shall be deemed a common expense which shall be assessed against each of the units in the condominium.

The Developer, as the owner of all of the units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, has reserved the right to create a lien against each of the units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, in favor of Lessors as security for the payment of said rental prior to the assignment of said lease to HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. A unit owner shall not be responsible for the default of another owner in failing to pay his share of the rental due on said lease.

VII. DEVELOPER'S UNITS AND PRIVILEGES

A. The Developer at the time of the recording of this Declaration of Condominium, is the owner in fee simple of all of the individual condominium units together with any appurtenances thereto. The Developer is irrevocably empowered notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it, including any units re-acquired by the Developer. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the

event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save for this right to sell, rent or lease, as contained in this paragraph.

B. The Developer retains the right to elect a majority of the members of the Board of Directors of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium, until such time as it has sold all the units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS. Said right to elect a majority of the members of the Board of Directors shall expire two (2) years from date of recording of the Declaration of Condominium.

C. Until such time as the Developer has sold all of the units in HILLSBORO LE BARON CONDOMINIUM APARTMENTS, it shall be assessed on unsold units only for that part of the common expense for maintenance and operations which are in excess of the sums collected by assessments against the owners of the other units, and shall not be liable for any assessments for rentals on the lease with DONALD J. LUNNY, as Trustee. Neither the Association nor any other owner of a unit shall be liable for paying the assessments for rentals due on any units owned by the Developer and the owners of other units shall be responsible only for paying their share of the rental on said lease to the Association and the Association, in turn, shall be only responsible for paying rentals to DONALD J. LUNNY, as Trustee, on units other than those owned by the Developer.

D. This Article VII shall not be subject to amendment.

VIII. OWNERSHIP OF CONDOMINIUM UNITS, MAINTENANCE AND ALTERATIONS

Each condominium unit shall include the following interest, rights, easements and appurtenances in the condominium:

A. REAL PROPERTY: Each condominium unit, together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

B. POSSESSION: Each condominium unit owner shall be entitled to the exclusive possession of his unit.

C. BOUNDARIES: Each condominium unit shall include all of the unit building within the boundaries which shall be determined in the following manner:

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

1. Upper and Lower Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundary: The horizontal plane of the undercoat finished ceiling.
- (b) Lower Boundary: The horizontal plane of the lower surfaces of the floor slab. Where the lower surfaces of the floor slab coincide with the upper boundary of a lower unit, said lower boundary shall be considered as the same as the horizontal plane of the undercoat finished ceiling of said lower unit.

2. Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- (a) Exterior Building Walls. The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the unit building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereof.
- (b) Interior Building Walls: The vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:
 - (1) When walls between units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.
 - (2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half of the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

D. APPURTENANCES: The ownership of each condominium unit shall include, and there shall pass with each condominium unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium

property, which shall include but not be limited to:

1. Restrict the Use of the Parking Elements to Unit Owners: The Association shall have the exclusive right to assign the parking spaces within the leased units as well as the parking spaces located in the common elements. Extra parking spaces, if any, shall be controlled by the Board of Directors of the Association and may be assigned for guest parking or may be leased to owners on an annual basis at a rental to be fixed by the Board of Directors. Each unit owner shall have the exclusive right to use one storage closet. Once parking spaces have been assigned, they shall not be changed without the consent of the unit owner to whom such spaces have been assigned.

2. General Common Elements: The right to use in common with the other unit owners the general common elements which shall be all parts of the condominium not included within an individual unit or within a limited common element. The ownership of each unit shall include and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property. Each unit shall have an undivided share in and to the common areas, facilities and elements of the condominium and each unit shall bear an undivided share of the common expenses of the condominium and shall have an undivided share in the common surplus of the condominium. The undivided share in the common areas, facilities and elements and of the common expenses and common surplus assigned to each unit, and the undivided share of the rental allocated to each unit to be assessed by the condominium and which will be payable to said DONALD J. LUNNY, as Trustee, by the condominium, as hereinafter set forth, is shown as a percentage as follows:

	<u>Percent of share in common elements and surplus</u>	<u>Percent of share Common expense</u>	<u>Percent of Rental on units leased by Association</u>
Penthouse 5E	.6189	.6240	.6240
Units 101W, 101E and 102E	.6097	none	none
All other units	.6097	.6211	.6211

In the event of the termination of the condominium, each owner's interest in the common facilities shall be in the proportion hereinabove set forth.

E. EASEMENT TO AIR SPACE: The appurtenances shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. CROSS EASEMENTS: The appurtenances shall include the following easements from each unit owner to each other unit owner and to the Association:

1. Ingress and Egress: Easements through the common areas for ingress and egress.

2. Maintenance, Repair and Replacement: Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Such access to the units shall be only during reasonable hours except that access may be had at any time in case of emergency.

3. Support: Every portion of a unit contributing to the support of the buildings shall be burdened with an easement of support for the benefit of all other units and common elements in the buildings.

4. Utilities: Easements through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units and the common elements, provided, however, that such easements through a unit shall be only according to the plans and specifications for the buildings unless approved in writing by the owner of the unit.

G. MAINTENANCE: The responsibility for the maintenance of a unit shall be as follows:

1. By the Association: The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of any unit except interior wall surfaces not contributing to the support of the buildings which portions shall include but not be limited to the roof, outside walls of the buildings, interior boundary walls of units, and load-bearing columns, but excluding all fixtures and appliances.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls; and all such facilities contained with a unit which service part or parts of the condominium other than the unit within which contained.

(c) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(d) Any and all costs of maintenance, operation, insurance, taxes, etc., incurred by the Association in connection with the operation of the property units leased from DONALD J. LUNNY, as Trustee.

2. By the Unit Owner: The responsibility of the individual unit owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings, including screened porches, without the written consent of the Board of Directors of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a condominium.

(c) To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.

H. ALTERATION AND IMPROVEMENT: No unit owner shall make any alterations in the portions of the unit and buildings which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the buildings, or impair any easement, without first obtaining unanimous approval of all owners of other units in the condominium, and the approval of the Board of Directors of the Association.

I. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence, or until after the condominium is dissolved.

IX. ASSESSMENTS

Assessments against the unit owners shall be made by the Association and shall be governed by the following provisions:

A. Share of Expense, Common Expense: The expense for the operation and maintenance of the common elements (including both general common elements, limited common elements and property leased pursuant to the provisions of Article VI) shall be a common expense. Each unit owner shall be liable for his share of said common expense and rentals, which share of expense and rentals is set forth in Article VIII D.2.

(1) Immediately following the recordation of this Declaration, the Developer shall convey Units 101W, 101E and 102E to DONALD J. LUNNY, as Trustee. As a covenant running with this condominium and as a specific condition to submitting the condominium property to condominium ownership, the Association shall be bound to observe and perform all of the conditions, obligations and liabilities on the part of the Lessee to be observed and performed as set forth in that certain lease (hereinafter referred to as the "Lease") to be entered into immediately following such conveyance between the said DONALD J. LUNNY, as Trustee, as Lessor, and FAIRVIEW LAND CORP., as Lessee (a copy of which lease is hereto annexed as Exhibit F), leasing Units 101W, 101E and 102E of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, which said lease shall immediately thereafter be assigned to the Association by assignment (a copy of which is hereto annexed as Exhibit G). The moneys to be paid by the Association in connection with its performance of the terms of said lease shall be deemed a special common expense subject to the limitation of liability for this particular special common expense as set forth in subparagraph (2) hereof.

(2) Notwithstanding any provisions in this Declaration to the contrary, should the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability on such mortgagee for payment of any portion of the obligations arising from said lease. This immunity and waiver of obligations in favor of the mortgagees shall apply to all obligations arising from the lease which have accrued prior to the acquisition of title by the mortgagee as well as such liability accruing or becoming payable prior to the sale or rental of such unit by said mortgagee owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals or other obligations waived in the manner set forth above.

B. Accounts: All sums collected from assessments shall be held in trust for the unit owners and shall be credited to the unit owner's account from which shall be paid the expenses for which the respective assessments are made.

C. Assessments for Recurring Expenses: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unused fund balance credit to such account. Assessments shall be made for the calendar year annually in advance on December first preceding the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in twelve (12) equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. Upon default of any unit owner in the payment of such monthly installment within thirty (30) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such monthly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. Liability for Payment in the Event of Foreclosure: In the event of foreclosure of a first mortgage encumbering a unit, the purchaser at such sale, his successor or assigns shall not be liable for the share of assessments pertaining to such unit chargeable to the former owner of such unit which became due prior to the foreclosure sale of such unit. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the unit owners, including the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgagee in lieu of foreclosure. The foregoing exemption for payment of assessments is in addition to and no way restrictive of the additional exemptions granted hereto to mortgagees under the provisions of Article XIV hereof.

E. Assessments for Emergencies: Assessments for common expenses of emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval of the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective; and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

F. Special Assessments: Special assessments other than those required for recurring expenses may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, such as for capital expenditure and for replacements. Any special assessment in an amount exceeding \$100.00 per year per unit which is not considered as a recurring expense, shall not be levied without the prior approval of owners owning at least 75% of the undivided interests in the common elements in HILLSBORO LE BARON CONDOMINIUM APARTMENTS; provided, however, that any assessment levied under the provisions of Article X G.5. for the purpose of reconstruction or repair by the Association of any damage to a unit or to the common elements shall not require the consent of 75% of the owners; further provided, however, that said assessment or assessments may be made only if said damage is to be repaired or reconstructed, as provided in the Declaration of Condominium. Special assessments may, if they meet the requirements of this paragraph, be included in the annual budget. In any event however, no assessment may be made for the purchase of condominium units in this condominium or for the purchase of any other real property. Notwithstanding anything to the contrary set forth above, special assessments may be made only for maintenance and repairs on existing condominium facilities except after obtaining the written consent of the institutional mortgagees or if the amount of the special assessment shall not exceed six (6) months' normal assessment.

G. Assessment for Liens: All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one unit or any portion of the common areas shall be paid by the Association as a common expense and shall be assessed against the units as attributed to the common areas.

H. Assessment Roll: The assessments for common expenses shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection by unit owners at all reasonable times. Such roll shall indicate for each unit the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the unit owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment rolls by the Treasurer or Assistant Treasurer of the Association as to the status of a unit owner's assessment account as of the date upon which it is delivered.

I. Liability for Assessments: The owner of a unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facility or by abandonment of the apartment for which the assessments are made. A purchaser of a unit at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.

J. Lien for Assessments: The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraph C hereof, shall be secured by a lien upon:

1. The unit and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive, by virtue of the recordation.

2. All tangible personal property located in the unit except that such lien shall be subordinate to bona fide liens of record.

K. Collections:

1. Interest, application of payments, assessments and installments paid on or before thirty days after due date shall not bear interest; but all sums not paid on or before thirty days after due date shall bear interest at the rate of eight per cent (8%) per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

2. Suit - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment or by any other competent proceeding and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suits and attorneys' fees.

X. ADMINISTRATION

The administration of the condominium, including the acts required by the Association by the condominium documents, the maintenance, repair and operation of the common facilities, and the maintenance and repair of all portions of units required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

A. HILLSBORO LE BARON CONDOMINIUM APARTMENTS, the Association, has been incorporated under the name of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., as a corporation not for profit, under the laws of the State of Florida under Articles of Incorporation, a copy of which is attached hereto. Any other form of organization for the Association may be substituted upon unanimous approval of the members.

B. The By-Laws of the Association are attached hereto and shall remain in effect until such By-Laws are amended as therein provided.

C. The duties and powers of the Association are those set forth in the condominium documents together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Notice for a special meeting may be given by the Association to unit owners and by unit owners to the Association in the manner provided for notice to members by the By-Laws of the Association.

E. Trust. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the unit owners and for the purposes therein stated.

F. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. The insurance agency and insurance company shall be subject to approval by any institutional lender which may be the mortgagee of an individual unit and which, at the time for approval, is the owner and holder of the oldest unsatisfied mortgage upon a unit in the condominium, held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named insured. The named insured shall be the Association individually and as agent for the unit owners without naming them, and shall include the mortgagees of units and DONALD J. LUNNY, as Trustee, as Lessor of the leased property referred to in Article VI of this Declaration. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(d) Copies to Mortgagees and DONALD J. LUNNY, as Trustee. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee and a copy of each insurance policy and all endorsements to DONALD J. LUNNY, as Trustee. Such copies shall be furnished not less than ten days prior to the expiration of expiring policies.

2. Coverage.

(a) Casualty. All buildings and improvements upon the land, including the lands leased under Article VI hereof, and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee.

4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, and DONALD J. LUNNY, as Trustee, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to POMPANO BEACH BANK & TRUST COMPANY, as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as they are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners, their mortgagees, and DONALD J. LUNNY, as Trustee, in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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

(d) Rights of DONALD J. LUNNY, as Trustee. The interest in insurance proceeds of all owners shall be subject to a lien in favor of DONALD J. LUNNY, as Trustee, provided, however, that said DONALD J. LUNNY, as Trustee, shall not have any right to determine or participate in the determination as to whether any damaged property other than the property leased from the Trustee, shall be recon-

structed or repaired, or to have applied against rentals due the Trustee any of the proceeds of said insurance except in the event of a termination of this condominium, as hereinafter provided. In the event the leased property is damaged, then the reconstruction or repair of the same shall be subject to the terms and conditions of the lease referred to in Article VI of this Declaration.

5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed only to the beneficial owners, provided, however, that said proceeds shall be payable to said unit owners, any mortgagee holding an institutional mortgage on said apartment and to DONALD J. LUNNY, as Trustee, or assigns. In this event, said proceeds shall first be utilized to pay off or be applied against the mortgage lien held by said institutional mortgagee and the balance, if any, shall be payable jointly to DONALD J. LUNNY, as Trustee, and to said unit owners, as hereinafter provided for in Article XIII hereof.

(d) Certificate. In making distribution to unit owners, their mortgagees and DONALD J. LUNNY, as Trustee, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the unit owners and their respective shares in the distribution.

6. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

7. Benefit of Mortgagees. Certain provisions in this Paragraph F. entitled "Insurance" are for the benefit of mortgagees of condominium units, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

G. Reconstruction or repair after casualty.

1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether

or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Leased Property. Damage to leased property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(c) Unit Buildings.

(1) Lesser Damage. If the damaged improvement is one of the buildings, and if units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major Damage. If the damaged improvement is one of the buildings, and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired and the condominium will not be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to not reconstruct or repair said damage. In the event that the owners of 75% of the common elements agree not to reconstruct or repair said damage within said 60-day period, then and in that event the condominium will be terminated without agreement.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the buildings, by the owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

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

4. Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association

has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association, is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit, then the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs or reconstruction and repair.

(6) Damage to Leasehold Property. In the event of any damage to the leasehold property, the disbursement of funds received from any insurance proceeds, together with any assessments, if required, shall be disbursed in accordance with the terms and conditions of the lease referred to in Article VI of this Declaration.

H. Taxes and Special Assessments

1. Anticipated taxes. It is anticipated that taxes and special assessments upon the units and common facilities will be assessed by the taxing authorities to the unit owners.

2. Other assessments. Any taxes and special assessments upon the condominium property which are not assessed against the unit owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the unit owners as a common expense, subject to the provisions of Article XIV hereof.

In the event that taxes payable by the Association on the leased property are not assessed against the individual owners, said taxes will be paid by the Association and the amount of said taxes will be then assessed against each of the owners in the same manner as other assessments for recurring expenses.

3. Return for taxation. The Association shall make a return of all units for taxation in the name of the respective owners. Such return shall show each unit owner's share in the apartment building as being the share which the unit owner owns in the common facilities which are appurtenant to the units in the buildings.

XI. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences - The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

The property leased by the Association shall be utilized for parking, recreation and sports.

B. Nuisances - No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage be allowed to accumulate nor any fire hazard be allowed to exist.

C. Lawful use - No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing - Entire units may be rented provided the occupancy is only by the lessee and his family and is not for less than three months and not longer than one year. No rooms may be rented and no transient tenants accommodated. All leases must be approved by the Board of Directors of the Association.

E. Regulations - Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association before the same shall

become effective. Copies of such regulations and amendments thereto shall be furnished to all unit owners. Initial regulations covering the use of the condominium property and the leased property, as set forth in Exhibit D shall be binding upon each of the owners of condominium parcels as of the date of recording this Declaration of Condominium.

F. Conveyances - In order to secure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions so long as the buildings, in useful condition, exist upon the land:

1. Sale or lease - No unit owner may dispose of a unit or any interest therein by sale or by lease for any term without approval of the Association, except to another unit owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the unit. The approval of the Association shall be obtained as follows:

(a) Notice to Association. A unit owner intending to make a bona fide sale or a bona fide lease for a period of longer than one year of his unit or any interest therein shall give notice to the Association of such intention, together with such name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the approval of the Association shall be in recordable form and delivered to the purchaser or lessee. In the event that the Association does not furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event the seller shall be free to sell or lease his unit to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.

(c) In the event of the death of the owner of a unit, his heirs, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee, or grantee or the personal representative of the estate to occupy said unit together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the occupancy of the unit by such applicant or furnish a purchaser who will purchase the unit from said heir, devisee, or grantee or the personal representative of the estate at the then market value of the unit. In the event that the Association does

not furnish a purchaser approved by the Association who will purchase said unit from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the unit within thirty (30) days after receipt of such notice, then and in that event the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said unit.

2. Mortgage - No unit owner may mortgage his unit or any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a unit nor prevent a unit owner from accepting a purchase money mortgage from an approved purchaser.

3. Liens.

(a) Protection of Property. All liens against a unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date of the lien attachment. All taxes and special assessments upon a unit shall be paid before they become delinquent.

(b) Notice of Lien. A unit owner shall give notice to the Association of every lien against his unit other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, or any lien held by DONALD J. LUNNY, as Trustee, no judicial sale of a unit or any interest therein shall be valid unless:

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

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of a unit owner become subject to a first mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through whatever means shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee

ownership of said unit may be accomplished without the prior approval of the Board of Directors of the Association notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

(d) Should DONALD J. LUNNY, as Trustee, become the owner of the interest held by a unit owner by virtue of the foreclosure of the Trustee's lien for delinquent rent, then and in that event, said DONALD J. LUNNY, as Trustee, or assigns shall have the unqualified right to sell, lease or otherwise dispose of the Trustee's interest and the transfer of the ownership of said unit may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions herein to the contrary but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

5. Unauthorized transactions - Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

6. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association of other unit owners to the following relief:

(a) Legal proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or, in a proper case, by an aggrieved unit owner.

(b) Negligence. A unit owner 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. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit.

(c) Costs and attorneys' fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

XII. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the unit owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and unit owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by seventy-five (75%) per cent of the Board of Directors and by not less than seventy five (75%) per cent of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of one hundred per cent (100%) of the owners.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee must be received in writing by the Association before adoption by the Association of such resolutions.

4. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded among the Public Records of Broward County, Florida.

B. Association Charter and By-Laws. The Articles of Incorporation and the By-Laws of the Association may be amended in the manner provided by such documents.

C. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any unit owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment.

D. Developer's Additional Rights. Irrespective of anything else herein contained, no amendment may be made to this Declaration of Condominium, the Articles of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., the By-Laws of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., or the condominium deeds of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., without the written consent of FAIRVIEW LAND CORP., so long as it retains the ownership of any condominium unit, provided, however, that in no event shall said period of time exceed two (2) years from the recording of the Declaration of Condominium.

E. Prior to the first annual meeting of the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, with the written consent of any institutional mortgagees, FAIRVIEW LAND CORP. and the owner of the fee simple title to the recreational area of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, shall have the right to make changes in the Declaration of Condominium, By-Laws, Articles of Incorporation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., and any exhibits thereto, including the Plat

thereof, so long as such changes do not decrease the member's share of the general common elements or increase a member's percentage of the common expenses or ground rentals, or change or modify the percentage of votes which may be cast by any member, or change the location of the individual unit sold to a member, or substantially decrease the size of any unit.

XIII. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the unit owners and all mortgagees and DONALD J. LUNNY, as Trustee, or assigns, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

B. Destruction. In the event it is determined as is elsewhere provided that the condominium shall not be rebuilt after destruction, the condominium form of ownership shall be terminated and the condominium documents revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts effecting the termination, which certificate shall be recorded among the Public Records of Broward County, Florida.

C. Shares of Ownership after Termination. After termination of the condominium, the unit owners shall own the condominium property as tenants in common in undivided shares, said shares being in the same percentages as provided for in Article VIII D.2 of this Declaration, and their mortgagees and lienees shall have mortgages and liens upon the respective shares of the unit owners.

In the event of a termination of the condominium, as aforesaid, DONALD J. LUNNY, as Trustee, the Lessor of the property leased to HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., which is referred to in Article VI of this Declaration, shall have a lien securing the payment to the Trustee of any future rentals due or any other sums due the Trustee under the terms and conditions of said lease against the undivided shares of the various unit owners of HILLSBORO LE BARON CONDOMINIUM APARTMENTS (including any insurance proceeds) subject to the lien of any institutional mortgagee as defined in Article III O. of the Declaration of Condominium. Said lien shall be perfected against said undivided shares of the owners when a notice claiming said lien has been recorded by the Lessor or assigns in the Public Records of Broward County, Florida, and which lien shall be effective as against the owner or owners of said undivided shares in and to the condominium property and all parties having notice thereof, actual or constructive, by virtue of the recordation of said lien from and after the recording of the same.

XIV. ADDITIONAL RIGHTS OF MORTGAGEES

As provided in Article VI hereof, the Association is obligated to perform all obligations of the lessee in the lease described in

said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said lease. The foregoing immunity and waiver of obligation to the mortgagees shall apply to all obligations arising from the lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale or leasing of such unit by said mortgagee-owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above. The rights accorded an institutional mortgagee shall not include the extinguishment of the right to claim a lien held by DONALD J. LUNNY, as Trustee, and said rentals shall only abate on said unit until such time as said unit is either sold or leased by the holder of said institutional first mortgage.

XV. COVENANTS RUNNING WITH THE LAND.

All provisions of the condominium documents constitute covenants running with the land and with every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto and every unit owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XVI. SEVERABILITY

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions thereof.

XVII. PERMANENT EASEMENTS.

Each unit owner shall have a permanent easement over and across units 101W and 101E for ingress and egress to other portions of the building.

IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration of Condominium this _____ day of _____, 1968, and caused its seal to be affixed.

FAIRVIEW LAND CORP.

Witnesses:

By: _____
President

Attest _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State, personally appeared GERALD E. PAUTZ and EDWARD HABER, President and Secretary, respectively, of FAIRVIEW LAND CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 1968.

Notary Public

My commission expires:

JOINDER OF MORTGAGEE

_____, as nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Massachusetts business trust, herein called the "Mortgagee", the owner and holder of a mortgage upon the following lands in Broward County, Florida:

Those certain lands described in Article II of the Declaration of Condominium to which this joinder is attached,

which mortgage is dated _____, and is recorded in Official Records Book _____, page _____ of the Public Records of Broward County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon the following described property in Broward County, Florida:

TOGETHER WITH all of the appurtenances thereto, including all of the undivided shares in the common elements.

Signed, sealed and delivered in the presence of:

As nominee of the Trustees of
FIRST MORTGAGE INVESTORS, a
Massachusetts business trust.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, personally appeared _____, as nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Massachusetts business trust, and he acknowledges before me that he executed the foregoing instrument as such nominee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, State and County aforesaid, on this _____ day of _____, 1968.

Notary Public

My commission expires:

SURVEY OF
 All that part of Government Lot 4, in Section 17, Township 48 South, Range 13 East, lying between a line parallel to and 3716 feet South of (measured at right angles) the North line of said Section 17, and a line parallel to and 4150 feet South of (measured at right angles) said North line of Section 17. Said lands situate in Broward County, Florida. Subject to the right-of-way of the Intracoastal Waterway and the right-of-way of State Road 1-1-1, as now located and constructed.

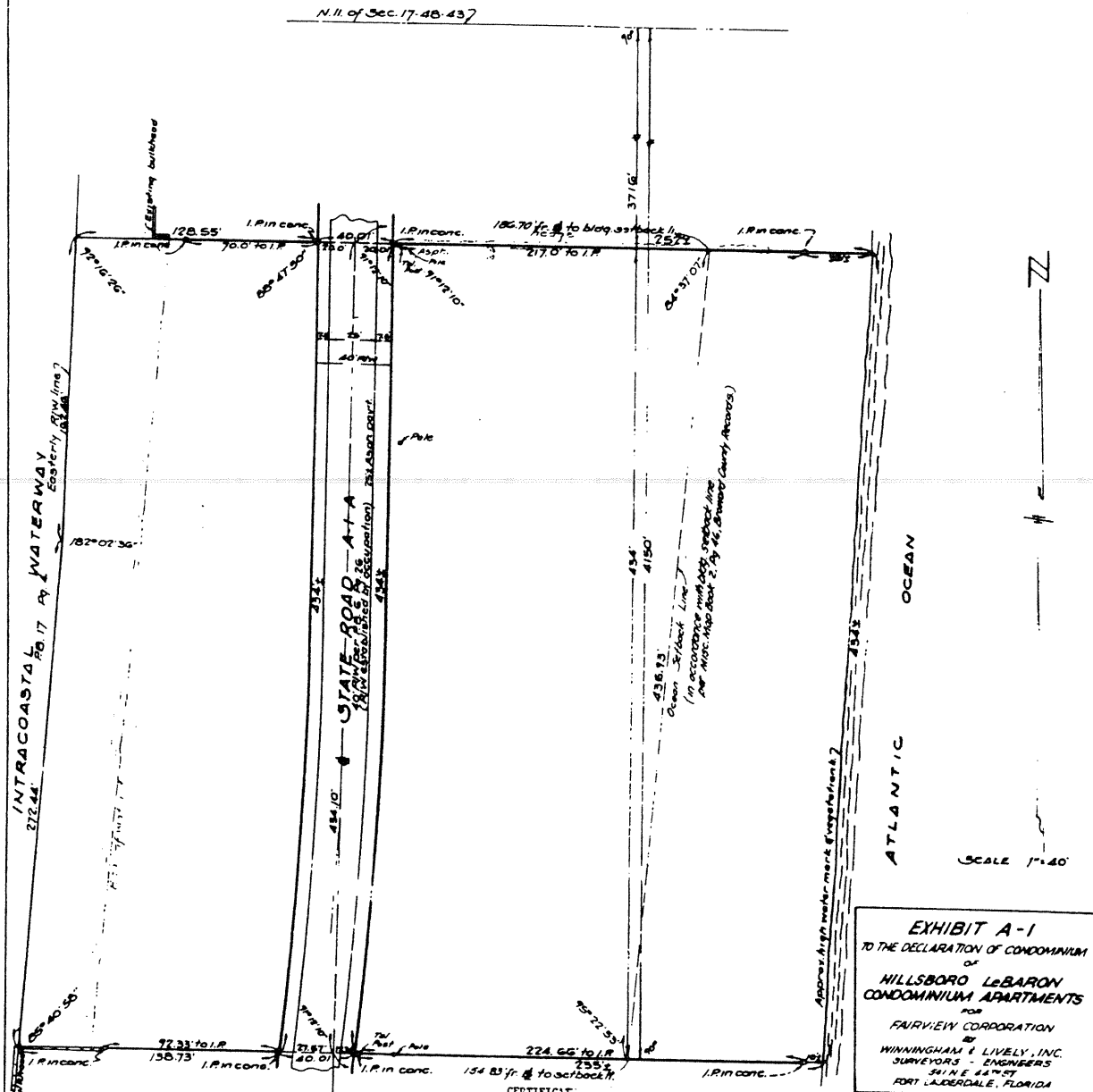


EXHIBIT A-1
 TO THE DECLARATION OF CONDOMINIUM
 OF
HILLSBORO LeBARON
 CONDOMINIUM APARTMENTS
 FOR
 FAIRVIEW CORPORATION
 BY
 WINNINGHAM & LIVELY, INC.
 SURVEYORS - ENGINEERS
 SUITE 4470ST
 FORT LAUDERDALE, FLORIDA

CERTIFICATE:
 This is to certify that a survey made this day of the property as described and shown hereon and that the survey and sketch are accurate and correct to the best of our knowledge and belief.
 Winningham, Bird & Garvin, Inc.

8-24-67
 Rev to show Post 4610-27-68
 Rev 2-15-68 to show setback
 Rev to show 11477: 5162 7-15-68
Charlie C. Winningham
 Registered Land Surveyor No. 155
 State of Florida.

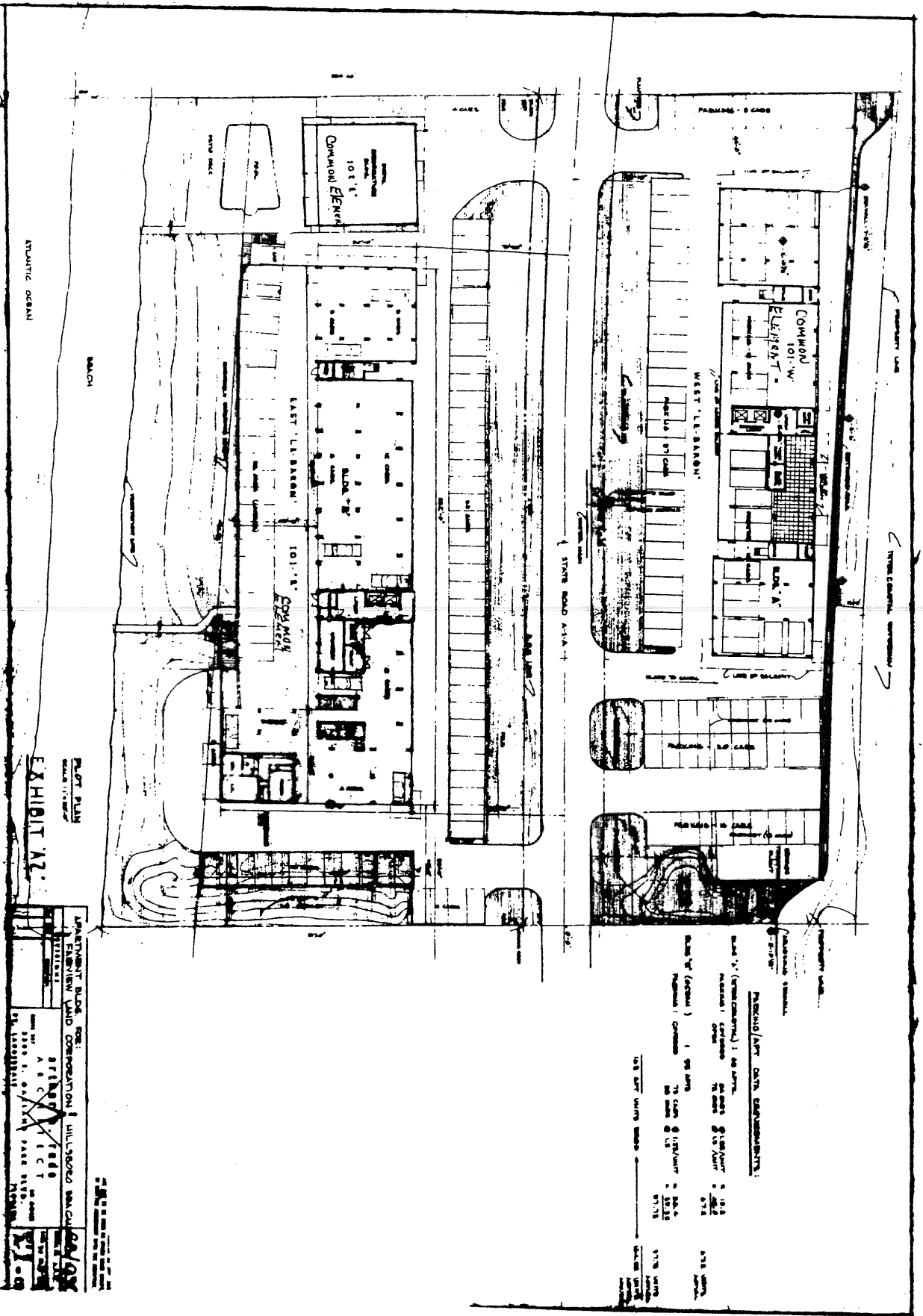


EXHIBIT A7.

APARTMENT BLDG. FOR: **WILSON'S BEACH**

PREPARED BY: **W. J. GIBSON**

DATE: **APRIL 1938**

SCALE: **AS SHOWN**

BY: **W. J. GIBSON**

IN: **10000000**

PARKING / APT. DATA SUMMARY:

APARTMENT: 100 APTS.

STAIRS: 2

ELEVATORS: 2

STAIRS: 2

ELEVATORS: 2

STAIRS: 2

ELEVATORS: 2

STAIRS: 2

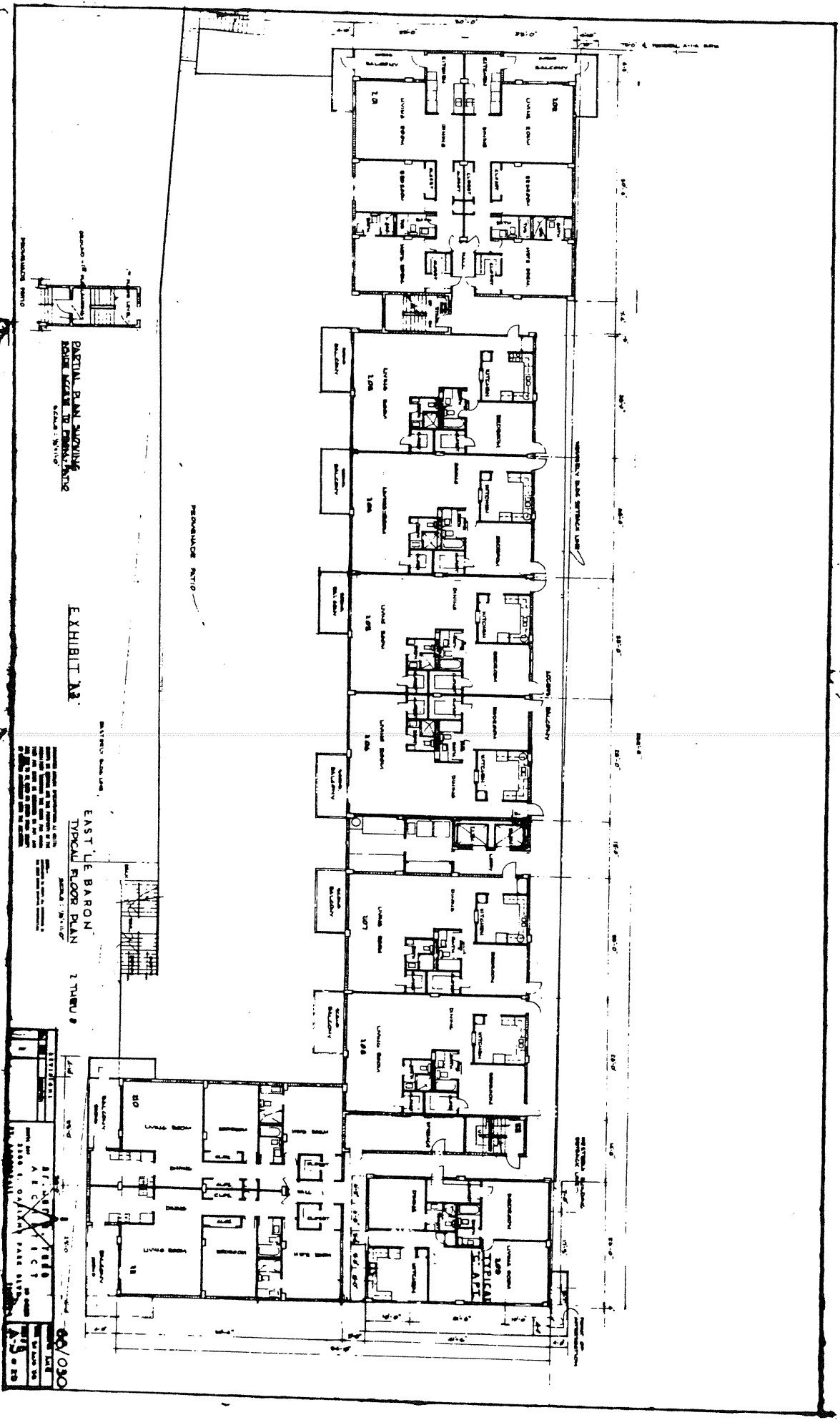
ELEVATORS: 2

STAIRS: 2

ELEVATORS: 2

STAIRS: 2

ELEVATORS: 2



PARTIAL PLAN SHOWING
 LOCATION OF CRIME SCENE

EXHIBIT 13

EAST LE BARON
 TYPICAL FLOOR PLAN

THRU 9

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

113

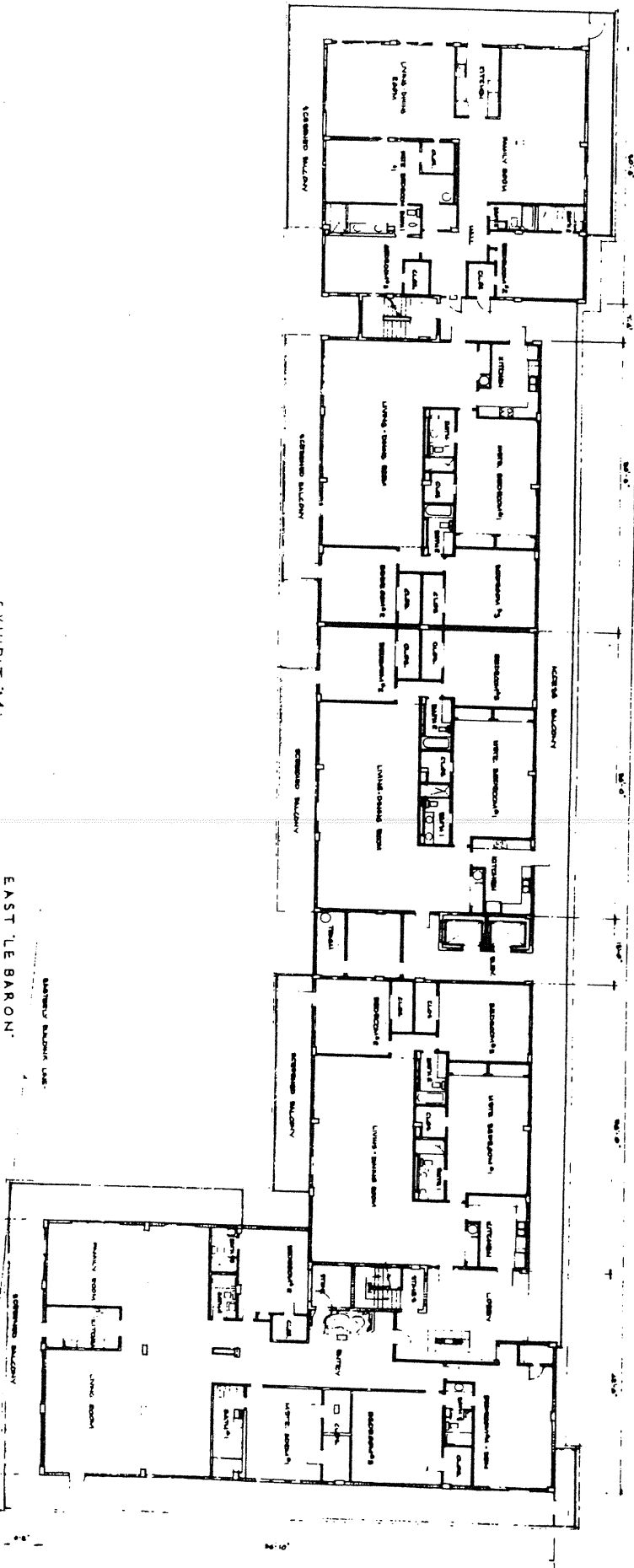
EXHIBIT 14

EAST LE BARON
PENTHOUSE FLOOR PLAN

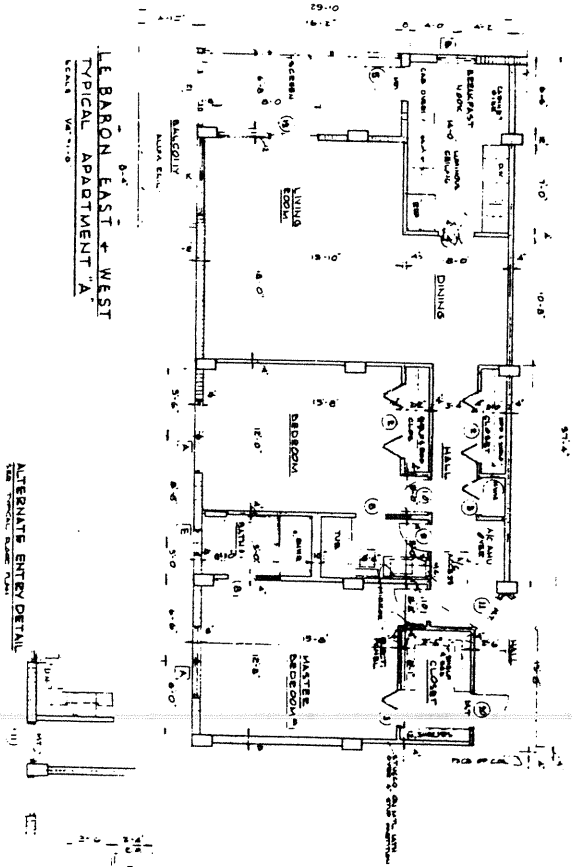
MAINTENANCE RECORDS UNIT
 1. ALL ROOMS AND AREAS SHOWN ON THIS PLAN
 2. ARE TO BE MAINTAINED IN ACCORDANCE WITH
 3. THE MAINTENANCE SCHEDULE SET FORTH IN
 4. THE MAINTENANCE MANUAL FOR THIS UNIT
 5. AND THE MAINTENANCE RECORDS UNIT

MAINTENANCE RECORDS UNIT

NO.	DATE	DESCRIPTION	BY
1	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
2	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
3	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
4	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
5	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
6	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
7	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
8	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
9	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH
10	11/15/88	ASBESTOS ABATEMENT COMPLETION	HILLBORG BEACH



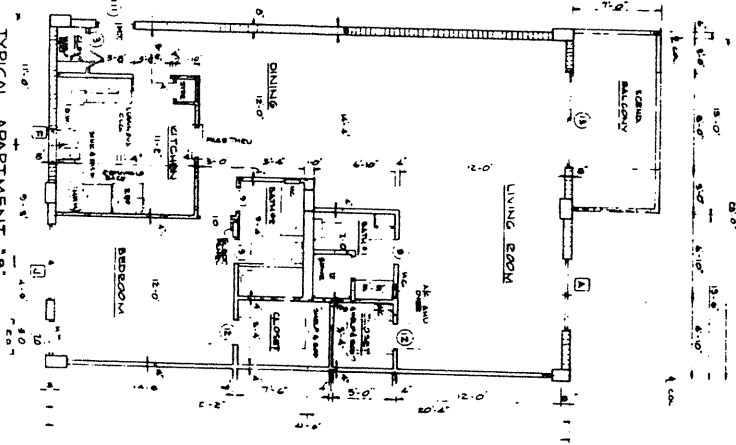
LE BARON EAST & WEST
TYPICAL APARTMENT "A"



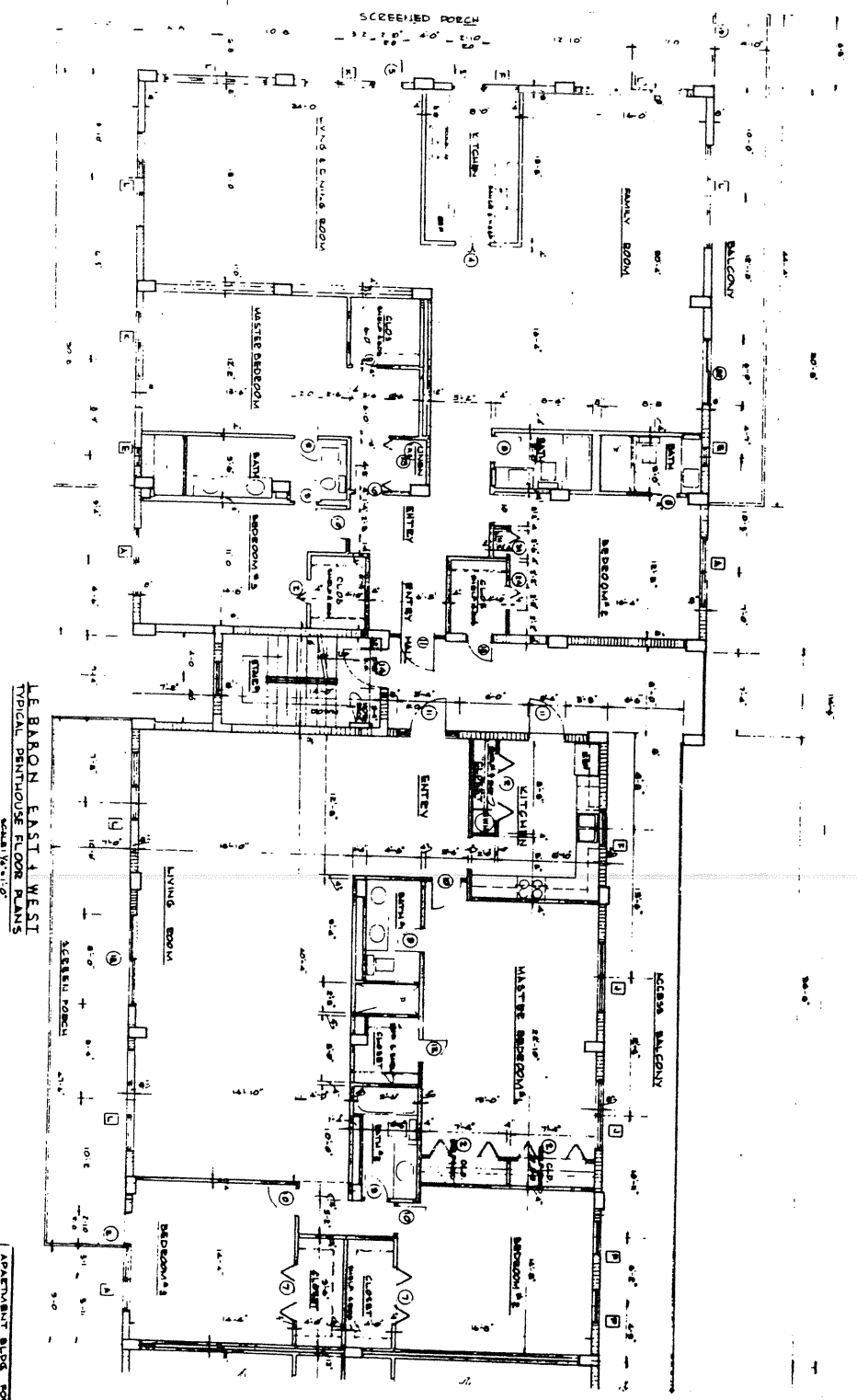
ALTERNATE ENTRY DETAIL

EXHIBIT A5

LE BARON EAST & WEST
TYPICAL APARTMENT "B"



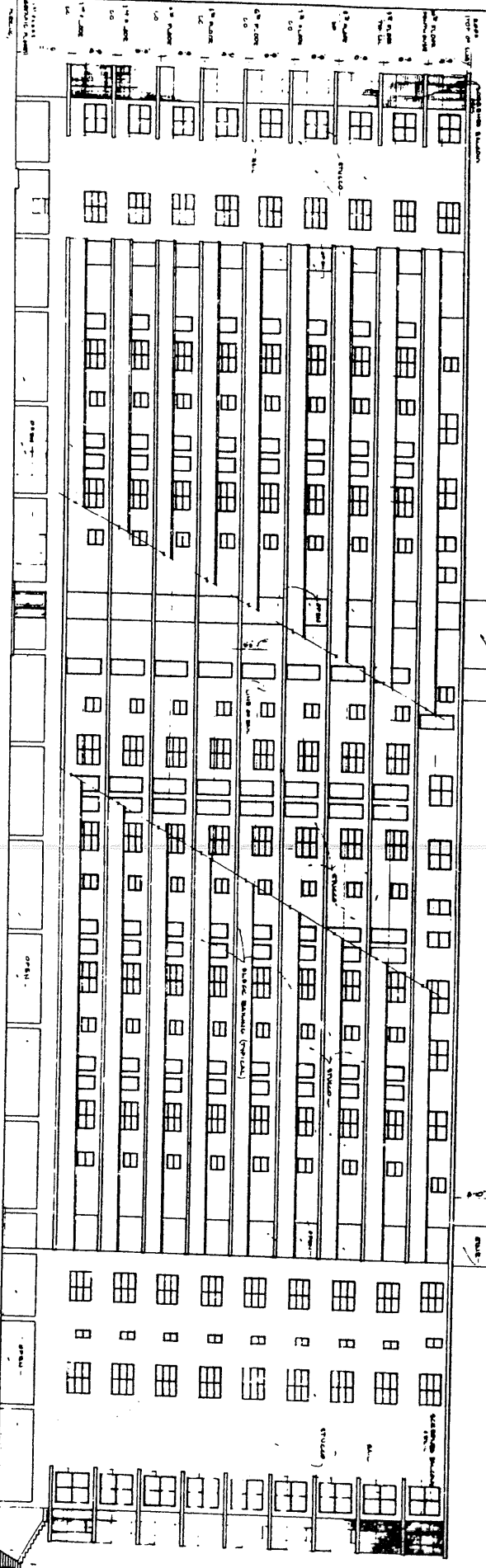
MARKETPLACE BLDG. FOR EMERSON LAND CORPORATION 1111 23RD ST. - OAKLAND PARK EVERS ATLANTA, GA.	
OWNER EMERSON LAND CORPORATION	DATE 10/1/58
ARCHITECT ALBERT W. HARRIS 1111 23RD ST. - OAKLAND PARK EVERS ATLANTA, GA.	SCALE 1/8" = 1'-0"
PROJECT NO. 58-030	DATE 10/1/58
EXHIBIT A-5-29	SCALE 1/8" = 1'-0"



LE BARON EAST & WEST
TYPICAL PENTHOUSE FLOOR PLANS

EXHIBIT 'A.G.'

APARTMENT BLDG. NO.:		67030
1117 FAIRVIEW LANE CORPORATION, MILWAUKEE, WIS.		
OWNER:		STINEBAUGH, INC.
DESIGNED BY:		716-87
DATE:		
SCALE:		



EAST LEBARON
EXHIBIT A.8.

WEST ELEVATION

NOTES: SEE DRAWING FOR DIMENSIONS AND MATERIALS. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

DATE	BY	REVISION
10/15/55	J. H. HARRIS	1. PREPARED FOR THE ARCHITECT
11/15/55	J. H. HARRIS	2. CORRECTED FOR CONSTRUCTION
12/15/55	J. H. HARRIS	3. CORRECTED FOR CONSTRUCTION

ARCHITECT: J. H. HARRIS & COMPANY, INC.
1100 E. O'CONNOR STREET, PASADENA, CALIF. 92369

ENGINEER: J. H. HARRIS & COMPANY, INC.
1100 E. O'CONNOR STREET, PASADENA, CALIF. 92369

CONTRACT NO. 100-1000

ARTICLES OF INCORPORATION

OF

HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. For convenience, the corporation shall herein be referred to as the Corporation.

ARTICLE II

PURPOSE

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

For the purpose of operating and managing a condominium for the use and benefit of the owners of the condominium parcels (units) as the agent of said owners. Said condominium shall be constructed upon the following described lands in Broward County, Florida:

The South 434' of the following described land:
All that part of Government Lot 4, Section 17, Township 48 South, Range 43 East, lying East of the East right-of-way of the Intracoastal Waterway between a line parallel to and 3500' South of, measured at right angles, the North line of said Section 17 and a line parallel to and 4150' South of, measured at right angles, the North line of said Section 17, together with all riparian and littoral rights appertaining thereto subject to the right-of-way of the public in and to the Ocean Boulevard.

ARTICLE III

POWERS

A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (units) as the agent of said owners.

B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the condominium, and the regulations of the condominium.

C. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of

Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not For Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 711, Florida Statutes 1963 as amended, now or hereafter in force.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to a corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

F. All funds and the titles of all properties acquired by this corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

G. All of the powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the land to be operated and administered by this corporation.

H. In addition to all of the powers above granted, the corporation shall have the power to enter into a 99-year lease for the use of certain units of the condominium set aside for recreational and parking facilities for the use and benefit of the owners of individual units in the buildings to be operated by this corporation. The corporation shall have the power to assess the owners of individual units for the payment of the rentals required to be paid under said lease and shall, in turn, have the power to pay said rentals to the owner of said leased land, or assigns.

ARTICLE IV

MEMBERSHIP

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

A. This corporation shall be organized without any capital stock.

B. All unit owners of condominium parcels in HILLSBORO LE BARON CONDOMINIUM APARTMENTS shall be members of the corporation and no other persons or other entities shall be entitled to membership

provided, however, that until such time as the Declaration of Condominium for HILLSBORO LE BARON CONDOMINIUM APARTMENTS has been placed of record with the Clerk of the Circuit Court, the owners of the land upon which said condominium apartment buildings are being erected shall constitute the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC.

C. Membership in the corporation shall be established in the following methods:

1. The owners of the vacant land upon which HILLSBORO LE BARON CONDOMINIUM APARTMENTS are being erected shall be members of the corporation until such time as the Declaration of Condominium has been recorded, after which time their membership shall cease, except that it shall continue with reference to any individual condominium unit still owned by the owners of any of said land.

2. Other persons shall become members of the corporation by the recording in the Public Records of Broward County, Florida, of a Deed or other instrument establishing a change of record title to a condominium unit and the delivery to the corporation of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the corporation, and the membership of the prior owner shall at that time be terminated.

D. The interest of any member in any part of the real property or in the funds and assets of the corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium unit.

E. Voting by the members of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, in the affairs of this corporation shall be on a percentage basis, and the percentage of the voting to which said owner is entitled shall be the same as the percentage of said member's interest in the general common elements of the condominium as set forth in the Condominium Deed to said member.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the corporation.

ARTICLE V

CORPORATE EXISTENCE

A. This corporation shall continue to exist so long as the condominium known as HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, shall be in existence.

The corporation may be terminated by termination of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, a condominium, in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VI

DIRECTORS

A. The business of this corporation shall be conducted by a Board of Directors of not less than three nor more than nine Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three Directors.

B. The election of directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the corporation.

ARTICLE VII

DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the Officers of the corporation who shall hold office until their successors are elected and qualified are as follows:

<u>Name and Title</u>	<u>Address</u>
Gerald E. Pautz, President and Director	4510 North Federal Highway Lighthouse Point Pompano Beach, Florida
Joseph E. Swallow, Vice President and Director	1050 A-1-A Highway Hillsboro Beach Pompano Beach, Florida
Edward Haber, Secretary-Treasurer and Director	4510 North Federal Highway Lighthouse Point Pompano Beach, Florida

ARTICLE VIII

BY-LAWS

The By-laws of the corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-laws shall be in accordance with the provisions of said By-laws.

ARTICLE IX

AMENDMENTS TO ARTICLES OF INCORPORATION

A. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purposes provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least 75% of the votes in the condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. No amendment to the Articles of Incorporation shall be valid without the written consent of 100% of the members, except as provided under subparagraphs D and E of Article XII of the Declaration of Condominium of HILLSBORO LE BARON CONDOMINIUM APARTMENTS as to any of the following:

No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium unit in the general common elements or limited common elements of the condominium, or which in any way changes or modifies the percentage of votes which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common elements or general common elements of the condominium.

C. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court in Broward County, Florida.

ARTICLE X

ASSESSMENTS AND FUNDS

A. All assessments paid by the owners of condominium units for the maintenance and operation of HILLSBORO LE BARON CONDOMINIUM APARTMENTS shall be utilized by the corporation to pay for the cost of said maintenance and operation. The corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium units except to the extent necessary to carry out the powers vested in it as agent for said members.

B. The corporation shall make no distribution of income to its members, directors, or officers, and it shall be conducted as a non-profit corporation. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

C. Any funds held by the corporation from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the condominium.

D. Upon termination of the condominium and dissolution or final liquidation of this corporation, the distribution to the members of this corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements shall not constitute or be deemed to be a default or distribution of income.

ARTICLE XI

INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities,

including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses were incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XII

SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Gerald E. Pautz	4510 North Federal Highway Pompano Beach, Florida
Joseph E. Swallow	1050 A-1-A Highway Pompano Beach, Florida
Edward Haber	4510 North Federal Highway Pompano Beach, Florida

IN WITNESS WHEREOF the subscribers have hereto affixed their signatures this

/s/ Gerald E. Pautz
Gerald E. Pautz

/s/ Joseph E. Swallow
Joseph E. Swallow

/s/ Edward Haber
Edward Haber

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared GERALD E. PAUTZ, JOSEPH E. SWALLOW and EDWARD HABER who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this

Notary Public
My commission expires:

of said condominium units, the recording of the Certificate of Title or Deed, as the case may be, shall extinguish any such recorded lien as to such unit conveyed and the rentals due for the use of the facilities covered by this lease shall abate during the period any such unit is held by such institutional mortgagee and for any period prior thereto for which rentals have not been paid and the rentals due from the Lessee herein shall be proportionately reduced by the amount of the monthly rentals allocated to such apartment unit held by an institutional mortgagee during the period of ownership of said unit by such mortgagee; provided, however, that upon the rental of said unit or the transfer of title to said unit by said lending institution to any third party, said rentals shall be reinstated from the date of such renting or transfer and shall be due and payable by the owner or occupant of said unit to the Lessee and in turn payable by the Lessee to the Lessor herein.

The lien herein granted to the Lessor shall be enforceable from time to time only against the owner of an individual condominium unit who is in default after such lien has been perfected and shall not constitute a lien nor be enforceable against any other owners who are not in default at that time and who have paid their assessments, including rental due hereunder, for their condominium units to the Lessee.

The enforcement by the Lessor of the lien herein created against the other condominium units owned by the Lessee may be by appropriate action for the enforcement of liens generally together with all other remedies elsewhere provided in this lease.

24. Termination:

In the event that Hillsboro LeBaron Condominium Apartments, Inc. shall ever be terminated, pursuant to the terms and conditions of the Declaration of Condominium, then and in that event the Lessor's lien, as hereinbefore established, shall attach to the undivided interest held by the various unit holders in said condominium in the common surplus, insurance proceeds, if any, and in the land and improvements remaining on the property which is a part of the condominium.

25. Unit Owner's Option to Purchase:

The owner of each condominium unit shall have the option, commencing twelve (12) months after the assignment of this lease to Hillsboro LeBaron Condominium Apartments, Inc., of purchasing an undivided 161st interest in the demised premises, which said option shall terminate at the end of the sixtieth month following such assignment, at a purchase price as hereinafter set forth:

(a) Each unit owner having a parking space assigned within units 101W or 101E shall, upon tender of \$8,200 in cash to the Lessor herein during the option period, be entitled to receive a warranty deed conveying an undivided 161st interest in units 101W, 101E and 102E. Said deed shall expressly reserve to the grantor the right to receive all rentals payable under said lease by unit owners who have not exercised their right to purchase hereunder and shall further provide that said lease shall be extinguished as to the undivided 161st interest conveyed. For every purchasing

unit owner under this Section, the total annual rent required to be paid under said lease shall, from the date of delivery of the deed, be reduced by the sum of \$462.00 (\$38.50 per month). Thereafter, each such purchaser shall have the continuing right to utilize the parking space previously assigned.

(b) Each unit owner to whom no parking space is assigned within units 101W or 101E shall, upon tender of \$8,000 in cash to the Lessor herein during the option period, be entitled to receive a warranty deed conveying an undivided 161st interest in units 101W, 101E and 102E. Said deed shall expressly reserve to the grantor the right to receive all rentals payable under said lease by unit owners who have not exercised their right to purchase hereunder and shall further provide that said lease shall be extinguished as to the undivided 161st interest conveyed. For every purchasing unit owner under this Section, the total annual rent required to be paid under said lease shall, from the date of delivery of the deed, be reduced by the sum of \$450.00 (\$37.50 per month).

26. Non-Commercial Usage of Units 101E, 101W and 102E:

In order to avoid any possible misconstruction of the usage of the parking condominium units (101E and 101W) or of the recreational facility unit (102E), it is expressly provided that the parking spaces within the parking condominium units shall be for the exclusive use of condominium dwelling unit owners within the buildings where said units are located and such parking spaces will be expressly assigned to unit owners in said buildings by HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC. In no event shall either the recreational facility unit (102E) or the parking units (101W and 101E) ever be commercially exploited as being rentable in part or all to persons who do not own a condominium dwelling unit within HILLSBORO LE BARON CONDOMINIUM APARTMENTS.

27. Renewal Option.

At the termination of this Lease, Lessee shall have the option to renew for an additional term of ninety-nine (99) years upon all of the same terms and conditions as set forth in this Lease.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand and seal the day and year first above written, and the Lessee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of

DONALD J. LUNNY, as Trustee (SEAL)

as to Lessor FAIRVIEW LAND CORP. (SEAL)

By: _____

as to Lessee Attest _____

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that FAIRVIEW LAND CORP., a Florida corporation, Assignor, hereby assigns, transfer and sets over unto HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a Florida corporation, all of the Lessee's interest in that certain lease between DONALD J. LUNNY, as Trustee, as Lessor, and the Assignor herein, as Lessee, dated the _____ day of _____, 19____, and covering condominium Units 101W, 101E and 102E of Hillsboro Le Baron Condominium Apartments according to the Declaration of Condominium recorded in Official Records Book _____, at page _____ of the Public Records of Broward County, Florida;

TO HAVE AND TO HOLD unto the Assignee from the date of this assignment for all of the remainder of the term of said lease, but subject to all of the terms and conditions of said lease.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this _____ day of _____, 19____.

Witnesses:

FAIRVIEW LAND CORP.

By _____
President

Attest _____
Secretary

J O I N D E R

HELEN M. LUNNY, the wife of DONALD J. LUNNY, hereby joins in the execution of this lease for the purpose of subjecting any dower interest she may have in the demised units to the provisions of this lease.

Signed, sealed and delivered
in the presence of:

HELEN M. LUNNY

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared DONALD J. LUNNY, as Trustee, joined by his wife, HELEN M. LUNNY, to me well known to be the individuals described in and who executed the foregoing lease, and they acknowledged before me that they executed said lease.

WITNESS my hand and official seal at Fort Lauderdale, Florida,
this _____ day of _____, 19_____.

Notary Public
My commission expires:

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized and acting, personally appeared GERALD E. PAUTZ and EDWARD HABER, President and Secretary, respectively, of FAIRVIEW LAND CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____,
19_____.

Notary Public
My commission expires:

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that FAIRVIEW LAND CORP., a Florida corporation, Assignor, hereby assigns, transfer and sets over unto HILLSBORO LE BARON CONDOMINIUM APARTMENTS, INC., a Florida corporation, all of the Lessee's interest in that certain lease between DONALD J. LUNNY, as Trustee, as Lessor, and the Assignor herein, as Lessee, dated the _____ day of _____, 19____, and covering condominium Units 101W, 101E and 102E of Hillsboro Le Baron Condominium Apartments according to the Declaration of Condominium recorded in Official Records Book _____, at page _____ of the Public Records of Broward County, Florida;

TO HAVE AND TO HOLD unto the Assignee from the date of this assignment for all of the remainder of the term of said lease, but subject to all of the terms and conditions of said lease.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this _____ day of _____, 19____.

Witnesses:

FAIRVIEW LAND CORP.

By _____
President

Attest _____
Secretary

Lessee for the use, enjoyment and operation of the demised premises and in connection with such pledging of the rents the Lessee covenants and agrees with the Lessor that if the Lessor, upon default of the Lessee, elects to file suit to enforce the Lease and protect the Lessor's right hereunder, then the Lessor may, as ancillary to said suit, apply to any court having jurisdiction thereof for the appointment of a receiver of all and singular the demised premises, and thereupon, it is expressly covenanted and agreed that the court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien or to the solvency or insolvency of the Lessee, and without reference to the commission or waste.

23. The Lessee is the developer of a condominium apartment project known as Hillsboro LeBaron Condominium Apartments, and the Lessee has constructed 164 condominium units under the Condominium Act, Chapter 711, Laws of Florida, as amended, and title to the individual condominium units will initially vest in the Lessee upon the filing of a Declaration of Condominium applicable to the property on which said buildings are constructed. The improvements which the Lessee has constructed on the demised premises consist of certain buildings and other improvements for the common use and benefit of the owners of the individual condominium units hereinabove described, which use shall be subject to the terms and conditions of this lease.

It is further recognized by the parties that the aforesaid improvements constructed or placed upon the demised premises are of a special character permitting the use and enjoyment of said improvements only by the owners of said condominium apartment units. It is, therefore, recognized between the Lessor and the Lessee that the payment of rentals and other charges imposed upon the Lessee by the terms of this lease, as well as the performance of all other terms and conditions of this lease shall be further secured by a lien in favor of the Lessor on each of the other condominium units of the Lessee. Said lien shall at all times be a paramount and superior lien over all other liens of any nature whatsoever, except the lien of any institutional first mortgagee of an individual condominium unit.

An institutional first mortgagee lien is hereby defined as any such mortgage held by a bank, federal savings and loan association or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall be superior to the lien of the Lessor herein on said adjacent lands of the Lessee.

Said lien shall be perfected against any condominium unit when a notice claiming said lien has been recorded by the Lessor in the Public Records of Broward County, Florida, which claim or lien shall not be recorded until payment is past due for at least ten (10) days. Said lien shall be effective as against the owner of said unit and all parties having a knowledge thereof, actual or constructive, by virtue of the recordation of said lien.

Should the holder of any institutional mortgage lien acquire by foreclosure, or by deed in lieu of foreclosure, the title to any

if such notice to Lessor is in writing, addressed to the last known post office address of Lessor and sent by certified mail with postage prepaid.

17. Construction:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

18. Non-Liability:

Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

19. Consent Not Unreasonably Withheld:

Lessor agrees that whenever under this lease provision is made for Lessee securing the written consent of Lessor, such written consent shall not be unreasonably withheld.

20. Acceptance of Premises:

It is agreed that by use of the subject premises as Lessee, the Lessee formally accepts the same and acknowledges that the Lessor has complied with all requirements imposed upon it under the terms of this lease with respect to the condition of the premises at the time the Lessee commences occupancy of the same.

21. Improvements and Alterations:

Lessee further covenants that it is leasing hereunder premises already improved for vehicle parking, residential, and recreational purposes and, therefore, Lessor does not contemplate the placing of improvements on or the making of alterations to the demised premises during the term of this Lease. However, should the Lessee participate in the placing of any improvements or alterations to the above described premises, then it agrees that such additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of the Lessor. And the Lessee further agrees, in the event of the making such improvements or alterations, to indemnify and save harmless the Lessor from all expense, liens, claims or damages to either persons or property on the above described premises, arising out of, or resulting from, the undertaking or making of said alterations or additions.

22. The Lessee pledges with and assigns unto the Lessor all of the rents, issues and profits which might otherwise accrue to the

may be made without the written consent of the Lessor. It is expressly understood that Lessee shall grant to the owners or occupants of the other units in said condominium the right to use the demised premises for the purposes hereinbefore delineated.

12. Non-Payment of Rent:

If any rent payable by Lessee to Lessor shall be and remain unpaid for more than fifteen (15) days after the same is due and payable, and if Lessee shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, Lessor shall have the right to request a court of competent jurisdiction to appoint a Receiver for the Lessee for the purpose of managing any such violation or default, but notwithstanding such appointment of a Receiver, the liability of the Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease. And it is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by Lessor to enforce the provisions of this lease or the collection of the rent due Lessor hereunder. The remedy afforded Lessor by this paragraph shall be in addition to Lessor's lien for rent as provided in Paragraph 23 of this lease.

13. Bankruptcy:

Neither this lease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

14. Holding Over:

In the event Lessee remains in possession of the leased premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a Lessee from month to month, subject to all the conditions, provisions and obligations of this lease.

15. Waiver:

One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

16. Notices:

Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing addressed to Lessee at the last known post office address of Lessee or to Hillsboro LeBaron Condominium Apartments, Inc., its successors or assigns at its last known address and sent by certified mail with postage prepaid, and

4. Care of Premises:

Lessee shall not perform any acts or carry on any practices which may injure the demised premises or be a nuisance or menace to the occupants of the condominium in which said units are located.

5. Insurance:

Lessee, at its sole cost and expense, shall keep the demised premises insured during the term of this lease against loss or damage by fire and other risks embraced by "extended coverage" and, in addition, shall maintain at all times a policy of insurance to cover all liability for personal injury and property damage against claims therefor occurring on the demised premises with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of bodily injury or death to any one person, and not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than Twenty-five Thousand Dollars (\$25,000.00) property damage.

6. Repairs and Maintenance:

During the term of this lease, Lessee will take good care of the demised premises and will keep the same in good order and condition and make all necessary repairs thereto of whatsoever nature including, if necessary, the installation or construction of seawalls and/or groins which may be necessary to protect the condominium property, including the demised premises, against erosion.

7. Taxes:

Lessee, as a part of the consideration for this lease, covenants and agrees to pay any and all real estate taxes and/or special assessments levied against the demised premises during the term of this lease.

8. Utility Charges:

Lessee shall pay all charges for utilities as the same become due.

9. Compliance with Lawful Requirements:

Lessee shall, at its own expense, do and perform such acts and things as shall be lawfully required by any public body having jurisdiction over the demised premises.

10. Covenant to Hold Harmless:

Lessor shall be and is hereby held harmless by Lessee from any liability for injury to any person and for damage to any property in or upon the leased premises, including the person and property of Lessee and Lessee's employees and of all persons upon the leased premises.

11. Assignment:

Lessee may assign its interest in this lease to Hillsboro LeBaron Condominium Apartments, Inc. but otherwise no assignment

basic unit rental of Four Hundred Sixty-two Dollars (\$462.00), or Four Hundred Fifty Dollars (\$450.00), as the case may be (as provided for in paragraph 2 hereof) by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the new Basic Standard. The new Index figure will be the average of the Index for the three calendar months of the year immediately preceding the beginning of the new five-year period.

It is understood that the above Index is now being published by the Bureau of Labor Statistics of the United States Department of Labor monthly. Should it be published at other intervals, the new Index, hereinabove provided for, shall be arrived at from the Index or Indexes published by said Bureau most closely approximating the three-month period of October to December, inclusive, of the year immediately preceding the beginning of the new five-year period. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching such discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States governmental agency as most nearly approximates the Index herein first above referred to shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index, and in the event agreement cannot be reached as to such conversion factor, or such new Index, then the parties hereto agree to submit to arbitrators chosen under the rules of the American Arbitration Association, the selection of a new Index approximating as nearly as can be the Index hereinabove first contemplated, which new Index may be one published by a governmental agency or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the Dollar. Should there be no such publication by a governmental agency then an Index prepared by a private agency generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the Dollar shall be agreed upon by the parties hereto, or failing such agreement, a generally accepted and approved Index shall be selected by three arbitrators chosen as aforesaid. The selection of an Index by such arbitrators in either of the above events shall be binding upon the parties hereto. In the event of any controversy arising as to the proper adjustment for rental payments, as herein provided, Lessee shall continue paying the rental under the last preceding rental adjustment, as herein provided, until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose.

(a) Lessee has paid simultaneously with the execution of this lease the sum of One Hundred Dollars (\$100.00) as advance rental to cover the period beginning the ____ day of _____, 19____, to the ____ day of _____, 19____.

(b) An annual rent beginning on the ____ day of _____, 19____ computed on the basis of Four Hundred Sixty-Two Dollars (\$462.00) payable in monthly installments of Thirty-Eight Dollars and Fifty Cents (\$38.50), in advance, for each condominium unit having a designated parking space in Units 101W or 101E.

(c) An annual rent computed on the basis of Four Hundred Fifty Dollars (\$450.00) payable in monthly installments of Thirty-seven Dollars and Fifty Cents (\$37.50), in advance, for each condominium unit having a designated parking space outside of Units 101W or 101E.

(d) It is understood and agreed that the rental to be paid as aforesaid is a net rental and that the Lessee shall be responsible for the payment of all taxes, assessments, maintenance, operating costs or any other expenses whatsoever incurred in connection therewith, all of which are agreed to be paid by the Lessee.

(e) Notwithstanding the foregoing, said rental shall be adjusted as provided in paragraph 3 of this lease to reflect changes in the purchasing power of the dollar.

3. Cost of Living Adjustment:

(a) ~~It is understood and agreed that nothing in this paragraph shall ever reduce the annual rental agreed upon below the sums set forth in paragraph 2 above.~~

(b) It is covenanted and agreed that beginning at the end of the fifteenth year of this lease and every five years thereafter, the Index number hereinafter designated will be compared to its position as of August 15, 1968. For every rise of such Index figure above its position as of August 15, 1968, the rent initially reserved herein per year (payable monthly) shall be increased as set forth in subparagraph (c) hereof and shall continue in such increased amount for five years until the next Index figure computation at which time the rent will be either increased or reduced, as provided in subparagraph (c) hereof.

(c) In view of the fluctuating purchasing power of the dollar the parties hereto, desiring to adjust the rentals set forth in paragraph 2 of this lease to such purchasing power, agree that adjustments shall be made in the annual rental from time to time, as hereinafter provided, so as to reflect as nearly as possible such fluctuations; provided, however, that in no event shall the net rental to Lessor be less than the sums set forth in paragraph 2 of this lease. The parties hereto hereby adopt the Consumers Price Index, United States Average All Items, issued by the Bureau of Statistics of the United States Department of Labor, hereinafter referred to as "The Index". The Index for August 15, 1968 shall be taken as the basic standard. Adjustments shall be made at five (5) year intervals commencing at the beginning of the sixteenth year of this lease. The adjustments shall be made and the rent for the ensuing new five-year period shall be arrived at by multiplying the

LEASE

THIS LEASE made and entered into this _____ day of _____, 1968 by and between DONALD J. LUNNY, as Trustee, hereinafter called "Lessor", which term shall include his heirs and assigns, and FAIRVIEW LAND CORPORATION, a Florida corporation, hereinafter called "Lessee", which term shall include its successors and assigns;

WITNESSETH:

That Lessor, for and in consideration of the payment of the rent and performance of the covenants and agreements by Lessee, as hereinafter set forth, hereby demises, rents and leases the following described property situated in the County of Broward, State of Florida, to-wit:

Units No. 101w
No. 101E and
No. 102E

of Hillsboro LeBaron Condominium Apartments at 1050 Highway 1A, Pompano Beach, Florida, according to the Declaration of Condominium thereof dated _____, 1968 and recorded in Official Records Book _____, at page _____, of the Public Records of Broward County, Florida, together with all of the appurtenances appertaining thereto and subject to all of the provisions of the Declaration of Condominiums and Exhibits thereto.

TO HAVE AND TO HOLD for a term of ninety-nine (99) years commencing on the _____ day of _____, 19____, said lease to be upon the following terms and conditions:

1. Use of Premises:

It is understood and agreed between the parties hereto that said premises during the continuance of this lease may be used and occupied only for the following purposes:

- (a) Unit 101w shall be used and occupied only for vehicle parking and patio purposes;
- (b) Unit 101E shall be used and occupied only for vehicle parking except that portion thereof which is designed for residential use which is to be used and occupied only as a manager's apartment;
- (c) Unit 102E shall be used and occupied only for recreational purposes in connection with the operation of Hillsboro LeBaron Condominium Apartments;
- (d) All of said demised units shall be used and occupied subject to the rules and regulations promulgated by Hillsboro LeBaron Condominium Apartments, Inc., or its successors in interest and authority.

2. Rent:

Lessee shall pay and does hereby agree to pay to the Lessor at such place as Lessor may designate from time to time in writing, the following sums of money as rent for the use of the demised premises.

Warranty Deed

This Indenture, Made, this _____ day of _____, A.D. 19 _____

Between FAIRVIEW LAND CORP., _____, a corporation
existing under the laws of the State of Florida _____, having its principal place of
business in the County of Broward _____ and State of Florida _____
and lawfully authorized to transact business in the State of Florida, party of the first part, and

of the County of _____ and State of _____
part of the second part Witnesseth:

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 ---
Dollars,

to it in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged has granted,
bargained and sold to the said part of the second part, heirs and assigns forever, the following described
land situate, lying and being in the County of Broward _____ and State of Florida, to-wit:

A condominium parcel designated as Apartment No. _____
of HILLSBORO LE BARON CONDOMINIUM APARTMENTS, according
to the Declaration thereof, dated _____, 1968,
and recorded in O. R. Book _____, at page _____,
of the Public Records of Broward County, Florida, together
with all of the appurtenances thereto, all according to
said Declaration of Condominium.

SUBJECT to all of the provisions of the Declaration of
Condominium and Exhibits thereto, and any and all
reservations, restrictions, easements, licenses and
limitations of record which the party of the second
part assumes and agrees to perform and abide by.

ALSO SUBJECT to all taxes levied subsequent to the year
_____.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

(Corporate
Seal)

In Witness Whereof, the said party of the first
part has caused these presents to be signed in its name by
its proper officers, and its corporate seal to be affixed, attest-
ed by its secretary, the day and year above written.

Attest: _____
Secretary.

FAIRVIEW LAND CORP.

Signed, sealed and delivered in presence of us: }

President

