

EXHIBIT "D"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
--Rules and Regulations--

REG. 12440 PG. 458

## NEW WORLD II CONDOMINIUM

## DECLARATION OF CONDOMINIUM

## SUBMISSION STATEMENT AND DEFINITIONS:

NEW WORLD II, INC., a Florida Corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns, hereby states and declares this Declaration of Condominium of NEW WORLD II CONDOMINIUM that the land described is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, hereinafter termed the "Condominium Act", the provisions of which are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving any by a acceptance of a grant devise or mortgage all grantees devisees or mortgagee their heirs, personal representatives, successors and assigns, that all parties claiming by, through or under such persons, agree to be bound by the provisions hereof as well as by the Articles of Incorporation and By-Laws of. Both the burdens imposed and the benefits shall run with each unit and the interests in common property as defined herein.

1. Name

- 1.01 The name of the condominium is NEW WORLD II CONDOMINIUM.

The resident agent designated to receive service of process upon the condominium is:

ANTHONY C. RIVAS  
1450 Northwest 107th Avenue  
Miami, Florida 33172

- 1.02 The name of the unit owner's association is NEW WORLD II CONDOMINIUM ASSOCIATION, INC. a Florida corporation, not for profit.

2. Land

Certain land located in Dade county, Florida, legally described as:

Tract A of NEW WORLD SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 126, at Page 2, of the Public Records of Dade County, Florida. Formerly Known as: The N 1/2 of the S.E. 1/4 of the N.E. 1/4 of the S.E. 1/4 of Section 31, Township 53 South, Range 40 East, Dade County, Florida, less the North 25 feet, less the South 25 feet, less the West 30 feet and less the East 35 feet.

3. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of 718.103 (Florida Statutes), of the Condominium Act and as follows unless the context otherwise requires:

- 3.01 "Assessment" - means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

I HEREBY CERTIFY THAT THE ABOVE REPRESENTS A TRUE COPY OF THE ORIGINAL RECORD AND HAS BEEN RECORDED IN THE OFFICIAL RECORDS OF DADE COUNTY, FLORIDA.

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- assessed against the unit owner.
- 3.02 "Association" - means the corporate entity responsible for the operation of a condominium.
  - 3.03 "Board of Administration" - means the board of directors or other representative body responsible for administrations of the association.
  - 3.04 "Conspicuous Type" - means type in capital letters no smaller than the largest type on the page on which it appears.
  - 3.05 "By-Laws" - means the By-Laws of the Condominium Association.
  - 3.06 "Common Elements" - means the portions of the condominium property not included in the units.
  - 3.07 "Common Expenses" - means all expenses and assessments properly incurred by the association for the condominium.
  - 3.08 "Common Surplus" - means the excess of all receipts of the association - including, but not limited to, assessments, rents, profits, and revenues on account of the common elements - over the common expenses.
  - 3.09 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of this Chapter and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in common elements.
  - 3.10 "Condominium/parcel" - means a unit, together with the undivided share in the common elements which is appurtenant to the unit.
  - 3.11 "Condominium Property" - means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements hereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
  - 3.12 "Declaration" or "declaration of condominium" - means the instrument or instruments by which a condominium is created, as they are from time to time amended.
  - 3.13 "Developer" - means a person or entity who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a unit who has acquired his unit for his own occupancy.
  - 3.14 "Limited common elements" - means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.
  - 3.15 "Operation" or "Operation of the condominium" includes the administration and management of the condominium property.
  - 3.16 "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or lan and improvements together, as specified in the Declaration.
  - 3.17 "Unit owner" or "owner of a unit" means the owner of a condominium parcel.
  - 3.18 "Building" means a structure where the condominium units are located.
  - 3.19 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, a real estate or mortgage investment trust, pension fund, an agency of the United States



Government, mortgage banker, any other lender generally recognized as an institutional type lender, or the Developer, which holds a first mortgage on a Unit or Units.

- 3.20 "County" means the County of the State of Florida where the property described under paragraph 2 is located.

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

4. "The Condominium" is described as follows:

- 4.01 A survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof which, together with the Declaration, are in sufficient detail to identify the common elements and each unit and their relative location and approximate dimensions. Said survey is attached hereto as Exhibit "A".

- 4.02 Amendment of Plans: Developer reserves the right to change the interior design or arrangement of all unit so long as developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the developer and mortgagee and need not be approved by the Association or apartment unit owners or by the condominium, whether or not elsewhere required for an amendment.

- 4.03 Easements expressly provided for and reserved in favor of the owners and occupants of the apartment units, their guests and invitees as follows:

(1) Utilities: Easements are reserved throughout the condominium property as may be required for utility services in order to serve the condominium area adequately.

(2) Encroachment: In the event that any unit or the recreation area shall encroach upon any of the common element or any other unit for any reason other than the intentional act of the owner, or owner of the recreation area, or in the event that any common element shall encroach upon any unit, then an easement shall exist to the extent of such encroachments so long as the same continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, path, walks, halls, and other portions of the common elements as may from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through and under the aforesaid; provided, however, that nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to extent that the space may be specifically designated and assigned for parking purposes.

5. Units; Identification; Survey; Shares in Common Elements; Prorrations

of common Expenses and Voting Rights

- 5.01 Each unit shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundaries are as follows:

(1) The upper and the lower boundaries extended to an intersection with the perimetrical boundaries the upper boundaries being the horizontal plans of the undecorated finished ceiling and the lower boundaries being the horizontal



plane of the undecorated finished floor.

- (2) The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
- (2.1) The exterior boundary walls are the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

- 5.02 Identification of unit: Each unit shall be identified in the Survey and Plans marked as Exhibit "A" by a letter or number or combination thereof different from all other units.
- 5.03 Attached to this Declaration of Condominium, as Exhibit "A", are the Surveys, Plot Plan and Floor Plans which show the improvements on the land described in Paragraph 2, together with common elements and limited common elements. The said plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and the said plans have been certified in the manner required by Condominium Act.
- 5.04 The undivided interest owned by each unit owner in the common elements is set forth in Exhibit "E" attached. The percentage assigned each unit shall be the basis upon which assessments are made as provided for in Paragraph 5.05.
- 5.05 The Common Expenses and the Common Surplus of the Condominium Association shall be shared and owned respectively by each Unit Owner in proportion to each Unit Owner's undivided share in the Common Elements, according to the percentages set forth in Exhibit "E" attached herein and more specifically detailed under paragraphs 14 and 15 of this Declaration of Condominium.
- 5.06 Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this condominium, based on carefully determined and established criteria, the unit owners of the respective units are each entitled to one vote for each unit.

Joint ownership of any individual unit shall count for that fractional share of a vote as the percentage of ownership bears to the total ownership. Entireties ownership shall represent one half of the vote for each spouse.

- 5.07 No unit shall be partitioned or subdivided.
- 5.08 The owner of each unit shall be responsible for the payment of Real Estate Taxes on his unit.

6. Condominium Parcels, Appurtenances, Possession and Enjoyment

- 6.01 A condominium parcel created by the declaration is a separate parcel of real property, to be owned by each Unit owner.
- 6.02 There shall pass with a unit, as appurtenances thereto:
- (a) An undivided share in the common elements and common surplus.
  - (b) The exclusive right to use such portion of the common elements as may be provided by the declaration
  - (c) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed fructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
  - (d) Membership of each Unit Owner in the Association.

(e) Other appurtenances as may be provided in the Declaration.

6.03 A unit owner is entitled to the exclusive possession of his unit, subject to the provisions of Florida Statutes 718.111(5). He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners.

Florida Statutes number 718.111(5) read as follows:

"The association has the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary, to prevent damage to the common elements or to another unit or units."

7. Common Elements

7.01 The undivided share in the Common Elements which is appurtenant to a unit shall not be separated from it and shall pass with the title to the unit, whether or not separately described.

7.02 The share in the Common Elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

7.03 The share in the Common Elements appurtenant to units are undivided, and no action for partition of the common elements shall lie.

7.04 "Common Elements" include within its meaning the following:

(a) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

(b) The condominium property which is not included within the units.

(c) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing or utility services to units and the Common Elements.

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.

(f) Parking spaces and green areas which are not appurtenant to a Unit.

(g) The tangible personal property required for maintenance operations of the Condominium, even though owned by the Association.

7.05 Each unit owner will be responsible for the repair of all damage to any Common Elements resulting from any acts of any Unit owner or such Unit owner's business invitees, guests or occupants or the unit.

Limited Common Elements

8.01 There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the Survey, Floor and Plot Plans.

8.02 The Limited Common Elements are reserved for the use of the units appurtenant thereto to the exclusion of other units and there shall pass with a unit as appurtenant thereto and



exclusive right to use the Limited Common Elements so appurtenant.

- 8.03 Exterior windows and frames, exterior glass sliding doors, exterior doors, and all frames and casings therefore, and exterior potshelves on the second level shall be considered as Limited Common Elements.
- 8.04 The obligation for maintenance, repair, cleaning and sweeping relating to the Limited Common Elements shall be that of the Owner of a Unit to which the same are appurtenant, and in the event of such Unit Owner's failure to properly maintain, repair and clean such Limited Common Elements, the expense therefore shall be borne and assessed against such individual Unit Owner for whom the said Limited Common Elements are reserved.
- 8.05 The Developer reserves the right to designate and assign parking spaces as Limited Common Elements. Any remaining or unassigned parking spaces shall be part of the Common Elements and may be assigned by the Association pursuant of the Rules and Regulations to be established by the Association.

#### 9. Fee Title

The fee title to each Unit shall include the Unit, the undivided share in the Common Elements and the appurtenant Limited Common Elements. Such undivided share in the Common Elements, together with the appurtenant Limited Common Elements, as shown on the Surveys Exhibits, shall be deemed to be conveyed or encumbered with the respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

- 9.1 Any attempt to separate the fee title to a Unit from the undivided share in the Common Elements or from the Limited Common Elements appurtenant to such Unit shall be null and void.

#### 10. Amendment of Declaration

- 10.01 This Condominium Declaration may be modified or amended by not less than two-thirds (66-2/3%) of the unit owners executing the modification instrument with the formalities of a deed and shall be effective upon recording same in the Public Records of the County where the original Declaration is recorded, provided, however, that:
- (1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join the execution of the amendment.
  - (2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.
- 10.02 Invalidation of any part of this Condominium Declaration or any provisions contained in the Plat of the condominium property, or in a conveyance of a unit in the condominium by judgment, court order or law shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 10.03 This Condominium Declaration shall be binding upon and inure to the benefit of unit owners and their grantees, heirs, personal representatives, successors, assigns and any and all parties claiming by, through or under any unit owner.
- 10.04 Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyors' error. The developer may amend this Declaration as afore

described by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of the County where the Declaration is recorded, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledge only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of the affected mortgagee. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in legal description, (2) that the and (3) that it was the intent at the time of the incorrect original legal description to make that description such as in contained in the new amendment.

#### 11. The Association, its Powers and Responsibilities

- 11.01 The operation of the condominium shall be by the Association, which shall be a corporation not for profit. The owners of units shall be members of the Association. The officers and directors of the Association have a fiduciary relationship to the unit owners. An association may operate more than one condominium.
- 11.02 The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its power. For these purposes, the powers of the Association include, but are not limited to the maintenance, management, and operation of the condominium property. After control of the Association is obtained by unit owners other than the developer, the association may institute, maintain, settle, or appeal actions or hearing in its name on behalf of all unit owners concerning matters of common interest, including, but not limited to, the common elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement of a building; representations of the developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the association could bring a class action. Nothing herein limits any statutory or common law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available.
- 11.03 A unit owner does not have any authority to act for the Association by reason of being a unit owner.
- 11.04 The powers and duties of the Association include those set forth in this section and those set forth in the Declaration and By-Laws, if not inconsistent with this chapter.
- 11.05 The Association has the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.
- 11.06 The Association has the power to make and collect assessments and to lease, maintain, repair and replace the common elements.
- 11.07 The Association shall maintain accounting records in accordance with standard procedures, which shall be open to inspection by unit owners or their authorized representatives



at reasonable times, and written summaries of them shall be supplied at least annually to them. Failure to permit inspection of the Association's accounting records by unit owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who knowingly denies access to the books and records for inspection. The records shall include, but are not limited to:

- (a) A record of all receipts and expenditures.
- (b) An account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

11.08 The Association has the power, unless prohibited by the Declaration, Articles of Incorporation, or By-Laws of the Association, to purchase units in the condominium and to acquire and hold, lease, mortgage and convey them.

11.09 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements, and to make a copy of said policy available for inspection by unit owners at reasonable times.

11.10 The Association has the authority, without the joinder of any unit owner, to modify or move any easement for ingress and egress or for the purposes of utilities if the easement constitutes part of or crosses the condominium property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of any one other than the unit owners, without their consent as required by law or the instrument creating the easement. Nothing in this subsection affects the minimum requirements of Florida Statutes 718.104 (4) (m).

11.11 The Association shall not, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements.

12. By-Laws

The operation of the condominium property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

13. Maintenance of Common Elements

13.01 The maintenance of the common elements shall be the responsibility of the Association.

13.02 There shall be no material alteration or substantial additions to the common elements or limited common elements, except in a manner provided herein.

13.03 A unit owner shall not make any alterations to his unit which would remove any portion of, or make any additions to, common elements or do anything which would adversely affect the safety or soundness of the common elements or any portion of the condominium property which is to be maintained by the Association.

13.04 The exterior walls of the condominium are common elements, but the signs located on the exterior wall shall be within the

unit located interior of the applicable exterior wall. The maintenance of said signs shall be made by each individual unit owner.

14. Common Expenses and Common Surplus

- 14.01 Common expenses shall include the expenses of the operation, maintenance, repair or replacement of the common elements, the costs of carrying out the powers and any other expenses designated as common expenses by this Declaration and the By-Laws.
- 14.02 Funds for the payment of common expenses shall be collected by assessments against unit owners in the proportion of percentages of sharing common expenses provided in this Declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.
- 14.03 The common surplus shall be owned by unit owners in the same shares as their ownership interest in the common elements.

15. Assessments; liability; lien and priority; interest; collection.

- 15.01 A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.
- 15.02 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.
- 15.03 Assessment and installations on them not paid when due bear interest at the rate provided in the declaration, from the due date until paid. This rate may not exceed the rate allowed by law, and, until further modification by the Board of Directors of the Association, it shall accrue at the rate of 15% per annum.
- 15.04 The Association has a lien on such condominium parcel for an unpaid assessment with interest and, for reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the condominium parcel is located stating the description of the condominium parcel, the name of the record owner, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by chapter 95. The claim of lien includes only assessment which are due when the claim is recorded. A claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. By recording a Notice of Contest of Lien in substantially the statutory form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel.
- (a)
- (b) The Clerk of the Circuit Court shall mail a copy of the recorded notice of contest to the lien claimant at the address shown in the claim of lien of most recent amendment to it, shall certify to the service on the face of notice, and shall record the notice, service is complete upon mailing. After service, the Association has 90 days in which to file an action to enforce the lien, and if the action is not filed within the 90-day period, the lien is void.



- 15.05 The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.
- (a)
- (b) No foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgement of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested addressed to the unit owner. If, after diligent search and inquiry, the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in subsection 15.04 (a).
- (c) If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit, and the Association is entitled to the appointment of a receiver to collect the rent.
- (d) The Association, has the power to purchase the condominium parcel at the foreclose sale and to hold, lease, mortgage or convey it.
- 15.06 When the mortgagee of a first mortgage or record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessment are common expenses collectible from all of the unit owners, including such acquirer and his successors and assigns. If the Declaration so provides, the foregoing and assigns. If the Declaration so provides, the foregoing provision may apply to any mortgage of record and shall not be restricted to first mortgages of record. A first mortgagee acquire title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is occupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.
- 15.07 Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.
- 15.08 No unit owner may be excused from the payment of his share of the common expenses of a condominium, unless all unit owners are likewise proportionately excused from payment, except as provided in subsection 15.06 and in the following cases:

- (a) A developer or other person owning condominium units offered for sale may be excused from the payment of the share of the common expenses and assessments related to those units for a stated period of time subsequent to the recording of the Declaration of Condominium. The period must terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.
- (b) A developer or other person owning condominium units or having an obligation to pay condominium expenses may be excused from the payment of his share of the common expenses which would have been assessed against those units during the period of time that he shall have guaranteed to each purchaser in the purchase contract, declaration or prospectus, or by agreement between the developer and a majority of the unit owners other than the developer, that assessment for common expenses of the condominium imposed upon the unit owners would not increase over a stated dollar amount and shall have obligated himself to pay any amount of common expenses, incurred during the period and not produced by the assessments at the guaranteed level receivable from other unit owners.
- 15.09 There shall be a special assessment to those owners of units in the second floor of the condominium property for the purpose of payment of their prorata share in the monthly electricity cost to those units, as per the statement to be rendered by the electric company.

16. Termination of Condominium

- 16.01 Unless otherwise provided in the Declaration, the condominium property may be removed from the provisions of this chapter only by consent of at least two thirds (2/3) of the unit owners, evidenced by a recorded instrument to that effect, upon the written consent by all of the first mortgagees and the holders of recorded liens affecting any of the condominium parcels.
- 16.02 Unless otherwise provided in the Declaration as originally recorded or as amended pursuant to Florida Statutes 718.110 (5), upon removal of the condominium property from the provisions of this chapter, the condominium property is owned in common by the unit owners in the same undivided shares as each owner previously owned in the common elements. All liens shall be transferred to the undivided share in the condominium property attributable to the unit originally encumbered by the lien in its same priority.
- 16.03 The termination of a condominium does not bar the creation of another condominium affecting all or any portion of the same property.

17. Equitable relief

- 17.01 In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition.

18. Limitation of Liability

- 18.01 The liability of the owner of a unit for common expenses is limited to the amounts for which he is assessed for common expenses from time to time in accordance with this chapter, the Declaration, and By-Laws.



- 18.02 The owner of a unit may be personally liable for the acts or omission of the Association in relation to the use of the common elements, but only to the extent of his pro rate share of that liability in the same percentage as his interest in the common elements.
- 18.03 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners, and they shall have the right to intervene and defend.

#### 19. Liens

- 19.01 Subsequent to recording the Declaration and while the property remains subject to the Declaration, no liens of any nature are valid against the condominium property as a whole except with the unanimous consent of the unit owners. During this period, liens may arise or be created only against individual condominium parcels.
- 19.02 Labor performed on or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the common elements are not the basis for a lien on the common elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each unit owner and may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners are liable for common expenses.
- 19.03 If a lien against two or more condominium parcels becomes effective, each owner may relieve his condominium parcel of the lien by excising any of the rights of a property owner under chapter 713 Florida Statutes, or by payment of the proportionate amount attributable to his condominium parcel. Upon the payment, the lienor shall release the lien of record for that condominium parcel.

#### 20. Remedies for Violation

Each unit owner shall be governed by and conform with this Declaration and the By-Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

The Remedy for Violation provided for by Chapter 718 of the Florida Statutes shall be in full force and effect. In addition thereto, should the Association find it necessary to bring court action to enforce the compliance with the Law, this Declaration, the By-Law and Rules and Regulations, upon a finding by the Court that the violation complained of is wilful and deliberate, the Unit Owner so violating shall reimburse the Association for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

#### 21. Membership in Association

- 21.01 The Association was created to perform the acts and duties desirable in connection with the management of the units and common elements define and described in this Condominium Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.
- 21.02 All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units.

22. Assessments

- 22.01 The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimated for taxes if any, and insurance for the common elements, plus operating and maintenance expenses as well as the special assessment for electricity to the unit owners of units on the second floor of the condominium property.
- 22.02 The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit "F". The annual assessment shall be broken in twelve (12) equal parts, payable in advance monthly, on the first day of each month. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.
- 22.03 The Developer shall be exempt from any late charges, fines, levies, maintenance assessments, or assessment for payment of the aforementioned for a period of thirty (30) days from the date when the aforementioned accrued for a period of one year from the date of recordation of the Declaration of Condominium so that it may be able to have sufficient time to examine its books to determine the extent of its liability.

23. Sales, Rental, Lease of Transfer

- 23.01 Members of the Association shall have the option to purchase or lease any until upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any transfer in contravention of this Declaration shall be null and void and confer no title or interest to the intended purchaser, lessee or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten days shall be tantamount to its consent.
- 23.02 In the event the Board of Directors disapproves of the proposed transaction, and if the unit owner shall desire to consummate same, he shall, thirty (30) days before such proposed sale or transfer, give written notice to the Secretary of the Association of his intention to sell or transfer on a certain date, and the bona fide price and other terms thereof, and the Association shall promptly notify its members of the date price and terms. The members of the Association shall have the first right over non-members to purchase on the terms and conditions contained in the notice provided that they so notify the Secretary of the Association in writing at least twenty (20) days before the date of the intended sale, which information the Association shall promptly forward to the owner. Thereupon, the selling unit owner may either accept the offer or withdraw and/or reject the offer specified in the notice to the Board. Failure of any unit owners to accept the offer within said twenty (20) days or to close the transaction within thirty (30) days shall be deemed consent to the transaction specified in the notice. In the event the member giving notice receives acceptance from more than one member, it



shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no other member, the selling member may complete the sale on the day and at the price and terms given in his notice.

In the event that the provisions of the foregoing sections shall be deemed invalid or illegal as a violation of the Rule against Perpetuities, then, in that event, the terms and conditions of the aforementioned Sections 23.01 and 23.02 hereof shall expire twenty-one (21) years after date of the execution of this instrument.

- 23.03 Units shall not be leased without the prior written approval of the Board of Directors. The board shall have the right to require that a substantially uniform form of lease be used. Notwithstanding the lease of his unit, the liability of the unit owner shall continue.
- 23.04 Any sale or lease not authorized pursuant to the foregoing paragraphs shall be voidable unless subsequently approved by the Association. The Association is bound to deliver to any purchaser, lessee, mortgage, title insurance company or attorney representing the foregoing, a statement in writing that the Association has ratified any sale or lease upon the request of the aforementioned either by expressed or tacit consent.
- 23.05 Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors, the provisions of the sub-paragraphs above to be inapplicable.
- 23.06 Notwithstanding any other provisions herein, this Article shall not be applicable to the developer, submitting subject property to condominium ownership, which is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers. The said declarant shall have the right to transact any business necessary to consummate sales of said units, including but not limited to the right to maintain and show model units, have signs, employees in the office and use the common elements. Sales office signs and all items pertaining to the sales shall not be considered common elements and remain the property of the developer.
- 23.07 The initial estimated assessment chargeable to a unit owner for common expenses shall be the amounts set forth in Exhibit "P" attached hereto. The developer shall be responsible for all assessments referred to herein for unsold units from the date of the first closing of a unit by a buyer.

When unit owners other than the developer own 15% or more of the units, they shall be entitled to elect no less than one-third of the Members of the Board of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the Members of the Board of the Association; (a) When all the units have been completed, some of them have been conveyed to purchasers and none of the others have been offered for sale by the Developers or (d) When some units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developers, whichever occurs first.

24. Obligations of Members

In addition to other obligations and duties heretofore set forth in this Declaration, every unit owner shall:

- 24.01 Promptly pay the assessments levied by the Association.
- 24.02 Maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceiling and floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- 24.03 Not use or permit the use of his unit for any purpose other than as an office or showroom, and maintain his unit in a clean and sanitary manner.
- 24.04 Keep no animals in the unit either for security, or for commercial sale or training purposes.
- 24.05 Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- 24.06 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.
- 24.07 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.
- 24.08 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.
- 24.09 Show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennas and aeriels except as provided in uniform regulations promulgated by the Association. "For Rent" and "For Sale" signs are specifically prohibited.
- 24.10 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management or the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit, whereas the Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- 24.11 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "E" of this Condominium Declaration. The total of all of said percentages equal 100% of the value of all of the land and improvements thereon.
- 24.12 Use no parking space except as specifically assigned to him, which parking space or spaces shall be considered limited



common elements.

- 24.13 Obtain the written consent of the Association prior to repainting the exterior portions of the unit or any portions of the unit or any portion thereof a color other than last painted.
- 24.14 Purchase public liability insurance to protect himself against claims due to accidents within his unit, and shall purchase casualty insurance on the contents within said unit.

25. Rules and Regulations

Pursuant to the Condominium Act, this Declaration of Condominium, the Certificate of Incorporation of the Condominium Association and Association and Article XI of its By-Laws, the Board of Directors of the Condominium Association may, from time to time, promulgate Rules and Regulations in accordance with the Condominium Documents, which shall be applicable and will oblige all Unit Owners to comply with its provisions.

The Developer, and the first Board of Director of the Condominium Association have promulgated the Rules and Regulations which are attached to this Declaration of Condominium, marked as Exhibit "D" and make a part hereof.

26. Enforcement of Maintenance

In the event the owner of a unit fails to maintain it as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

The Developer, and the first Board of Director of the Condominium Association have promulgated the Rules and Regulations which are attached to this Declaration of Condominium, marked as Exhibit "D" and make a part hereof.

27. 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:

27.01 Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners, as its and their interests appear, in such amount as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,00/10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

27.02 Casualty Insurance:

- (1) The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the

Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interest may appear, in a company with a financial rating by Best's Insurance Report of Class VI or better, authorized to do business in the States of Florida, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association.

- (2) The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense.
- (3) The institutional mortgagees, for so long as they own and hold any mortgage encumbering condominium units in the condominium shall have the right to approve the policies and company/companies who are the insurers under the insurance placed by the Association as provided herein, and the amount thereof, and the further right to designate and appoint the Insurance Trustee (all rights granted to the institutional mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights". In the event that the institutional mortgagees cannot agree on the designation of the proper party to perform the mortgagee's insurance rights, then the institutional mortgagee with the highest dollar indebtedness on units in the condominium property, shall have the right to designate or enforce the "mortgagee's insurance rights" but must provide notice of his election to all other institutional mortgagees having an indebtedness on the unit of at least 10% of the condominium property.

At such time as the aforesaid institutional first mortgagees are not the holders of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action or said mortgagee, the Association shall said right without qualification.

27.03 Loss Payable Provision - Insurance Trustee:

- (1) All policies purchased by the Association shall be for the benefit of the Association, all unit owners and their mortgagees, as their interest may appear.
- (2) Such Policies must contain the Standard Mortgage Clause which must provide that the Insurance Carrier shall notify the First Mortgagee named at least ten days in advance of the effective date of any reduction in or cancellation of the policy.
- (3) The Policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof.
- (4) Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee.
- (5) The Insurance Trustee shall be a Federal Deposit Insurance Corporation (FDIC) insured banking institution having trust powers or a Federal Savings and Loan Insurance Corporation (FSLIC) insured saving and loan association doing business in the State of Florida. If, at any time, the Board of Directors and officers of the Association are unable to secure the services of any such banking institution or savings and loan association to act as the Insurance Trustee, the Board of Directors may, with the prior written consent of the holder or holders of two thirds (2/3's) of all



Institutional Mortgages encumbering Units or any of the Condominium. Property, select such other person or institution to act as Insurance Trustee, and the holder or holders of such Institutional Mortgages shall have the right to condition their consent to such alternate Insurance Trustee upon such terms as may be reasonable, including, but not limited to, the requirement that such alternate Insurance Trustee furnish good and sufficient surety or fidelity bond to protect the Association, the Unit Owners and their mortgagees.

- (6) The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies.
- (7) The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the unit owners, and their respective mortgagees (sometimes collectively referred to hereinafter as "beneficial owners"), in the following shares but such shares need not be set for the upon the records of the Insurance Trustee:
  - (1) 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.
  - (2) Condominium Units: Proceeds on account of condominium unit shall be in the following undivided shares:
    - (a) Partial Destruction (when the units are to be repaired and restored): For the owners of the damaged units in proportion to the cost of repairing the damage suffered by each apartment unit owner.
    - (b) Total Destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this Article: For the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.
  - (3) Mortgagees: In the event an institutional mortgage encumbers a unit, the share of the unit owner shall in trust for the mortgagee and the unit owner, as their interests may appear.

27.04 Distribution of Proceeds:

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owner and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

- 1) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to paragraph 27.08 below), all remittances to unit owner and their mortgagees being payable jointly to them. This is an covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made

solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

- 2) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere state, or retained pursuant to paragraph 27.08 below.
- 3) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

27.05 Loss Within a Single Unit:

If loss shall occur within a single unit or units, without damage to common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provided that it has the right to require application of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

27.06 Loss Less Than "Very Substantial":

Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial".

- (1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimated of the cost of repairing and restoration.
- (2) If the damage or loss is limited to the common elements, with no or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.
- (3) Subject to the provisions of subparagraph 27.06 (6) below,



if the damage or loss involves individual units as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of and institutional mortgagee, the writtshallapproval shall also be required of the institutional first mortgage renumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, and the aforesaid institutional first mortgagee, and insurance Trustee, and deliver same to the insurance Trustee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as afore described, shall have the right to require the Association to obtain a completion, performance and payment bond in amount and with a bonding company authorized to do business in the State of Florida which are acceptable to said mortgagee.

- (4) Subject to the foregoing, the Board of Administrators shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- (5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.
- (6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Administrators in favor of any institutional first mortgagee

upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obligated to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

27.07 "Very Substantial" Damage:

As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourth (3/4) or more of the total unit space in any building composing the condominium property is rendered untenable, or loss or damage whereby seventy-five (75%) per cent or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Administrators of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

- (1) If such very substantial damage has occurred to only one building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Insurance Trustee solely for the benefit of the unit owners (and their mortgagees) of the building sustaining such very substantial damage. Notwithstanding that the ownership of common elements in said building sustaining very substantial damage is partially vested in unit owners of other building(s), in the absence of a determination to abandon the condominium, unit owners of the building not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.
- (2) Thereupon, a membership meeting shall be called by the Board of Administrators of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:
  - (a) If the net insurance proceeds available for the restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium property shall be removed from the provisions of the law, in accordance with Section 17 of the Condominium Act.
  - (b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required as set for the above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.
  - (c) Unless it is determined to abandon the condominium, the



Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided hereinabove. To the extent that any insurance proceeds are paid over to such mortgagee; and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

- (3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Administrators of the Association shall be binding upon all unit owners but not upon institutional first mortgagees.
- 27.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all cost of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Administrators unless the institutional mortgagee holding and owing the first recorded mortgage encumbering a condominium unit requires distribution. In the event of distribution, then the insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.
- 27.09 Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the insurance Trustee, the Association forthwith shall deliver such certificate.
- 27.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Administrators of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.
- 27.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.
- 27.12 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.
- 27.13 Workmen's Compensation policy to meet the requirements of

- 27.14 Such other insurance as the Board of Administrators of the Association shall determine from time to time to be desirable.
- 27.15 Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property within said unit.
- 27.16 Notwithstanding anything contained in this Article to the contrary, an institutional first mortgagee shall always be entitled to receive, in reduction of his mortgage debt that portion or insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) its mortgage is not in good standing and is in default; or (b) either insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.
28. Resident Manager
- The Association may have a Manager whose duties and salary shall be prescribed by the Board of Administrators of the Association. The manager's salary shall be paid by the Association and assessed as a monthly maintenance and/or management charge.
29. Miscellaneous
- 29.01 If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, of the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application, of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- 29.02 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail, at their place of business in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- 29.03 The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the Laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.
- 29.04 The provisions of this Declaration, as amended from time to time, and the annexed Articles of Incorporation and By-Laws, as the same may be lawfully amended from time to time, and the Rules and Regulations of the Association shall be binding upon all Unit Owners and their heirs, personal representatives, successors and assigns.
- 29.05 Failure of a Unit Owner to comply with the terms of this Declaration, the By-Laws and Articles of Incorporation of the Association, the Rules and Regulations, and other instruments herein referred to or attached as Exhibits, shall entitle the Association, or other Unit Owners, to such relief as may be provided by law or equity, in addition to the right conferred to them by this Declaration and Exhibits attached hereto. If the Association shall be required to file any action to obtain compliance therewith, or to





EXHIBIT "A"

TO THE DECLARATION OF CONDOMINIUM

OF

NEW WORLD II CONDOMINIUM

- Surveys, Plot Plans,  
Floor plans -



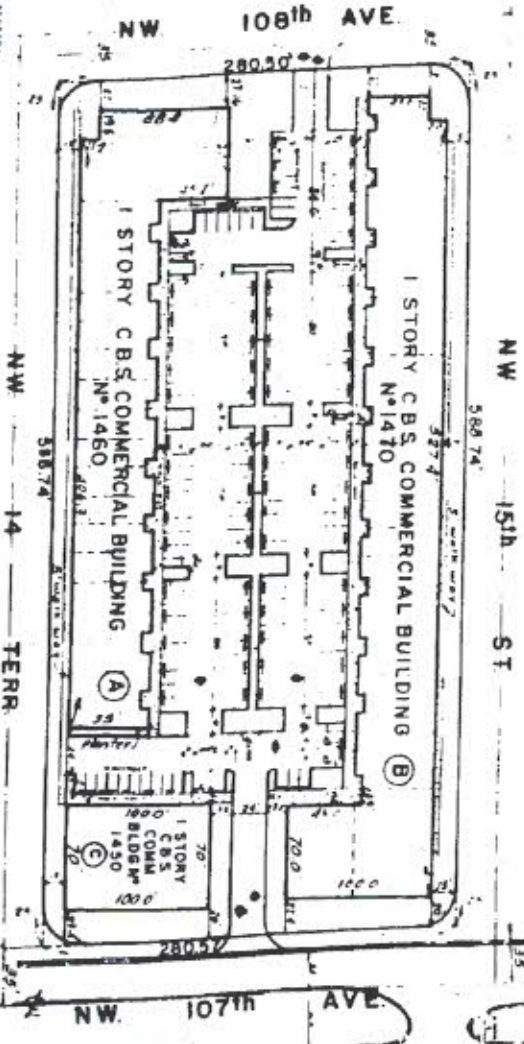
LOCATION SKETCH



LEGEND:  
Thickly indicates elevations based on  
Mean Sea Level, National Geodetic  
Vertical Datum.

- Indicates parking space (classified Ocean Element)
- Indicates concrete areas.

# NEW WORLD II, A CONDOMINIUM SURVEY-SITE PLAN- GRAPHIC DESCRIPTION



LEGAL DESCRIPTION:

Tract A of NEW WORLD SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 126, at Page 2, of the Public Records of Dade County, Florida. Formerly known as: The N 1/2 of the S.E. 1/4 of the N.E. 1/4 of Section 31, Township 23 South, Range 46 East, Dade County, Florida. Less the North 25 feet, less the South 25 feet, less the West 20 feet and less the East 25 feet.

CLERK NOTE:  
FOR DECLARATION OF CONDOMINIUM  
SEE OFFICIAL RECORD BK. 12440 PG. 483

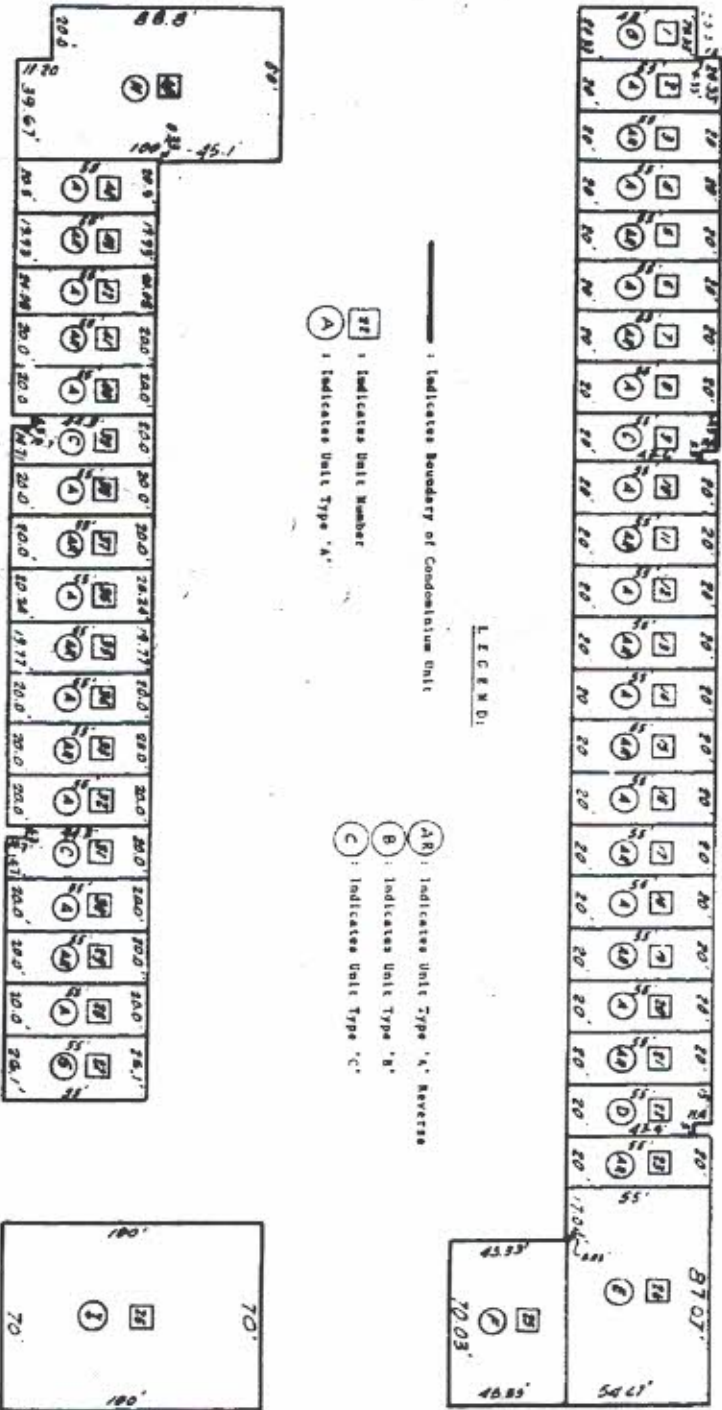
EXHIBIT A  
DATE: 1-17-1985  
PAGE 1 OF 7

L. P. LOPEZ & ASSOCIATES

JOSE F. LOPEZ  
P.L.C. # 206  
STATE OF FLORIDA

STATEMENT & CERTIFICATE:  
I, THE UNDERSIGNED, A SURVEYOR duly AUTHORIZED TO PRACTICE UNDER THE LAWS OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF BUILDING, A, COMMENSURING THE CONDOMINIUM UNITS (7 UNITS) INCLUSIVE, AS SHOWN ON PLAT 7 OF 7 OF EXHIBIT A OF THE DECLARATION OF CONDOMINIUM, AS WELL AS THE FOUNDATION AND PARTIAL, SPECIFIC APPLICABLE TO SAID BUILDING, AS DESCRIBED IN PARAGRAPHS 1 OR 2 OF SAID EXHIBIT A, HAVE BEEN SUBSTANTIALLY COMPLETED TO THE SATISFACTION OF THE UNDERSIGNED, AND THAT THE WORKING REPRESENTATION OF THE CONDOMINIUM, TRACT A, AS DETERMINED, THEREAS, AS ACCURATE AS THE COMMON ELEMENTS AND PARTS OF THE UNITS OF TRACT A INCLUSIVE, AND ALSO THAT BUILDING, A AND C HAVE BEEN CONSTRUCTED.  
PREPARED AT:

# NEW WORLD II, A CONDOMINIUM FLOOR PLAN BUILDINGS A, B, & C



- : Indicates Boundary of Condominium Unit
- AB : Indicates Unit Type 'A' Reverse
- B : Indicates Unit Type 'B'
- C : Indicates Unit Type 'C'
- 27 : Indicates Unit Number
- A : Indicates Unit Type 'A'

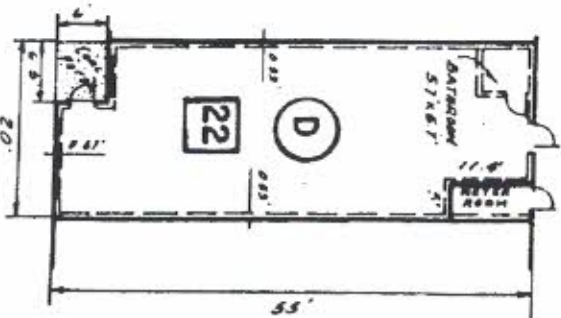
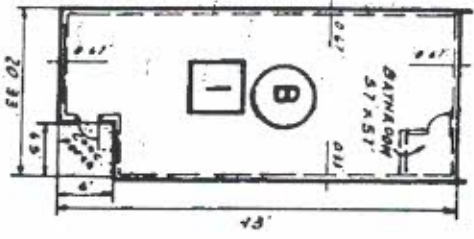
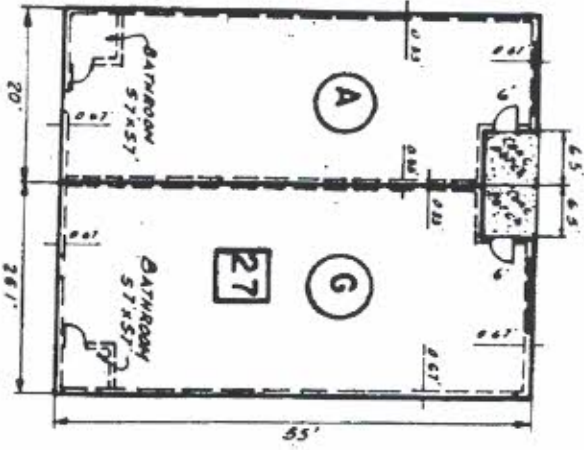
LEGEND:

EXHIBIT A  
DATE: 1-17-1985  
PAGE 2 OF 7



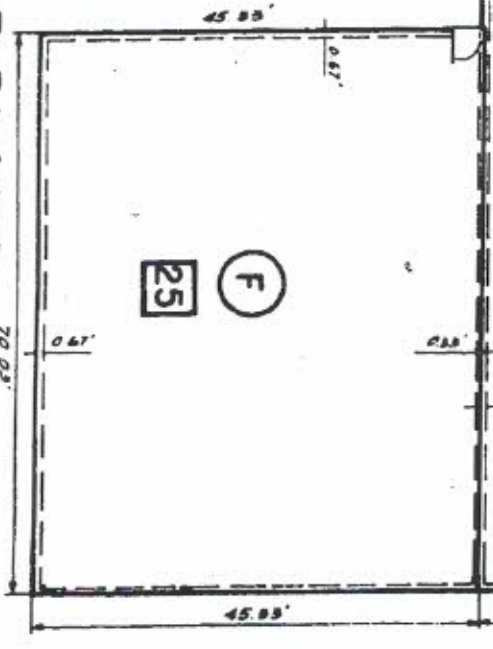
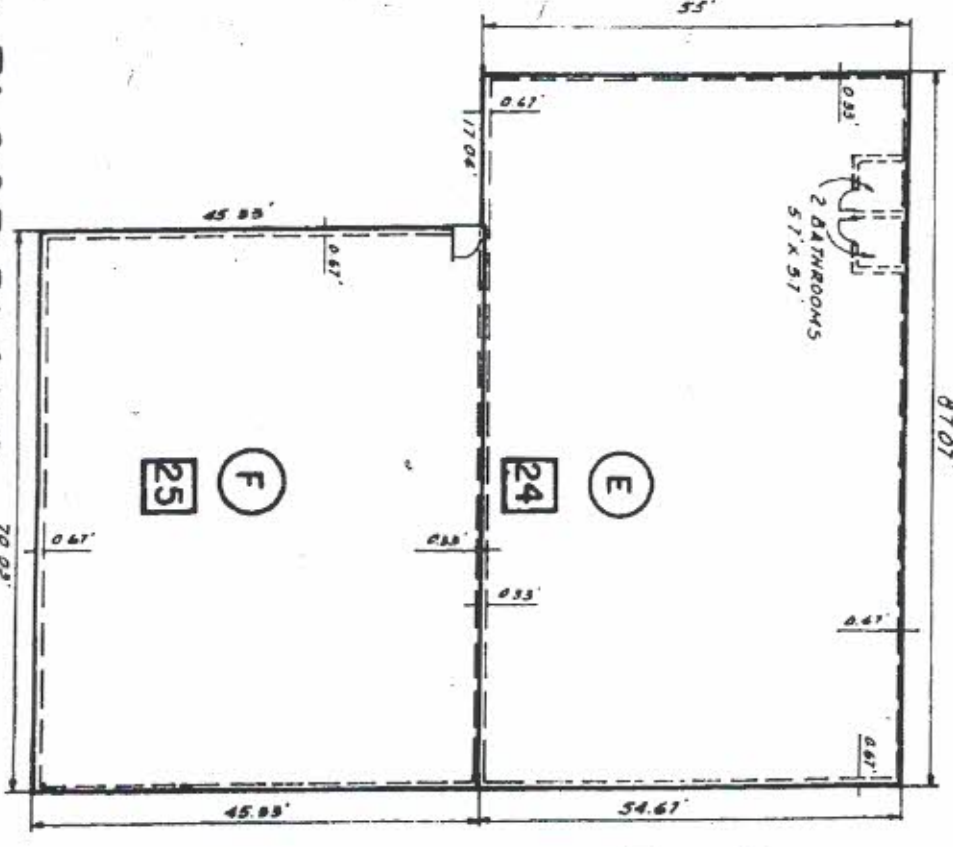
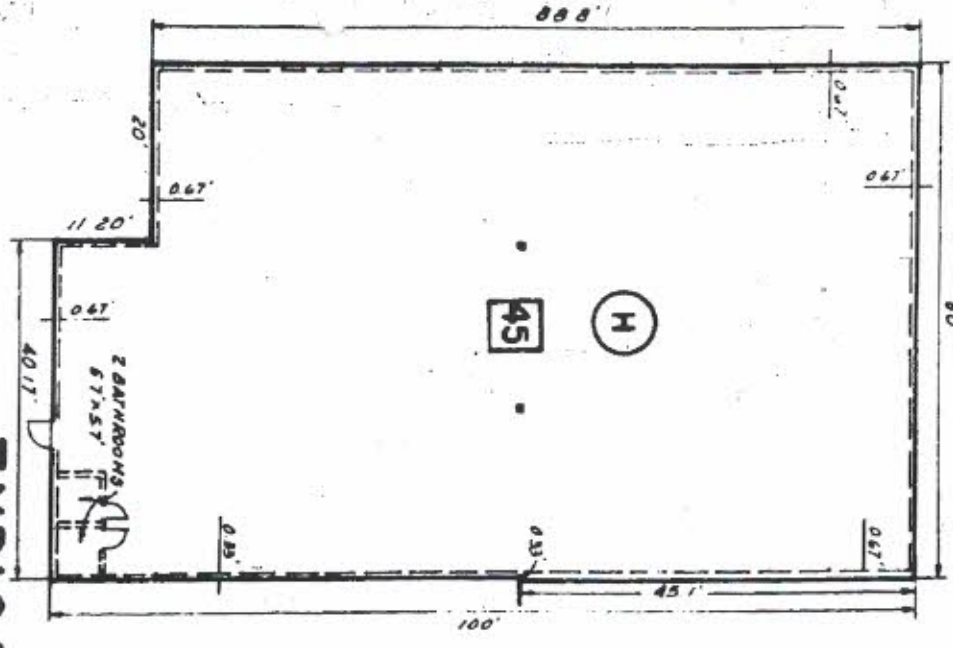
# NEW WORLD II, A CONDOMINIUM TYPICAL FLOOR PLANS

- UNIT TYPE A
- UNIT TYPE B
- UNIT TYPE D
- UNIT TYPE G



ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

# NEW WORLD II, A CONDOMINIUM



## TYPICAL FLOOR PLANS

- UNIT TYPE E
- UNIT TYPE F
- UNIT TYPE H

REF: 12440PC 486

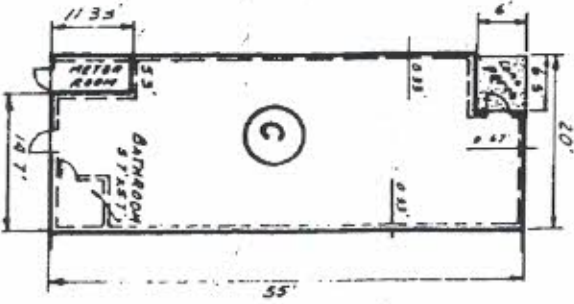
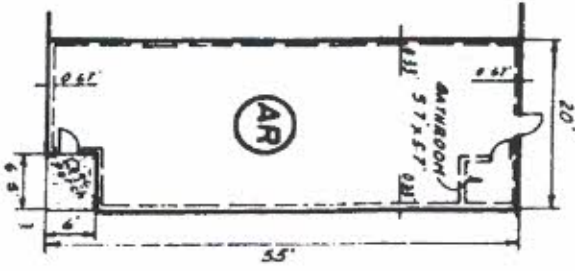
EXHIBIT A  
DATE: 1-17-1985  
PAGE 4 OF 7



# NEW WORLD II, A CONDOMINIUM

## TYPICAL FLOOR PLANS

UNIT TYPE C  
UNIT TYPE AR







# NEW WORLD II, A CONDOMINIUM TYPICAL ELEVATION

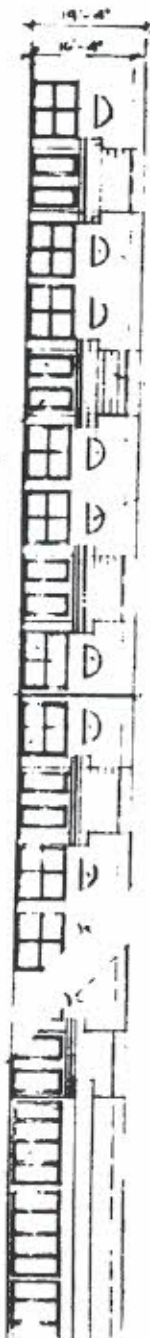


EXHIBIT A  
DATE: Jan 17, 1985  
PAGE 7 OF 7

OFF. REC. 12440PG 490

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
-ARTICLES OF INCORPORATION-



## ARTICLES OF INCORPORATION

OF

NEW WORLD II CONDOMINIUM ASSOCIATION, INC.

FLORIDA CORPORATION NOT FOR PROFIT

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statute, as amended, hereby adopt the following Articles of Incorporation:

## ARTICLE I

The name of the corporation shall be NEW WORLD II CONDOMINIUM ASSOCIATION, INC. hereinafter referred to as the "Association".

## ARTICLE II

The purposes for which the Association is formed are:

(a) The specific and primary purposes are to bring about civic betterments and social improvements by providing for the preservation of the architecture and appearance of a commercial development known hereinafter referred to as the "condominium", located in Dade County, Florida, and by owning, operating and maintaining the Common Properties therein for the use of all the residents thereof.

(b) The general purposes and powers are:

1. To promote the common good, health, safety and general welfare of all of the occupants within the condominium.

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Restrictions and Easements (the "Declaration"), applicable to the condominium, as amended from time to time, and recorded in the Public Records of Dade County, Florida;

3. To enforce applicable provisions of the Declaration, and the By-Laws and Rules and Regulations of the Association; to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Properties (as defined in the Declaration); to employ personnel reasonably necessary for administration and control of all of the condominium, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all leases, taxes and special assessments which are or would become a lien on any portion of the Common Properties;

4. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have no exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall not be limited or restricted by reference or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, to a substantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE III

Every person entity who is a record owner of a fee or undivided fee interest in any Unit which is subject under the Declaration to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to any may not be separated from ownership of a Unit which is subject to assessment by the Association. The Declarant shall also be a member for the period set forth in the By-Laws of the Association.

ARTICLE IV

The Association shall have perpetual existence.

ARTICLE V

The affairs of the Association shall be managed by a Board of Directors as provided in the By-Laws, consisting of not less than three members.

The name and addresses of the first Directors of the Association, who shall hold office until the first election thereafter are as follows:

ERELIO PENA	1450 N.W. 107th Avenue Miami, Florida 33172
MANUEL CARMONA	1450 N.W. 107th Avenue Miami, Florida 33172
ANTHONY C. RIVAS	1450 N.W. 107th Avenue Miami, Florida 33172
CARLOS A. ALFARO	1450 N.W. 107th Avenue Miami, Florida 33172

Except for the first Board of Directors and unless otherwise provided in the By-Laws, Directors shall be elected by the members of the Association at the annual meeting of the membership as provided, for the method of voting in the election and for the removal from office of Directors. Only members of the Association, or authorized representatives, officers or employees of corporate member may be Directors.

Members elected to the Board by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

The Association shall have a President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

The officers of the Association, in accordance with applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office.

The names and addresses of the first officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

ERELIO PENA	President
MANUEL CARMONA	Vice President/Treasurer
ANTHONY C. RIVAS	Vice President/Secretary
CARLOS A. ALFARO	Vice President

ARTICLE VII



The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or any special meeting duly called for such purpose, upon the vote of the members as provided in the By-Laws, except that the initial By-Laws of the Association shall be made and adopted by the first Board of Directors.

ARTICLE VIII

Amendments to these Articles of Incorporation may be proposed by a member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-third (2/3rds) of the members existing at the time of such amendment.

The names and addresses of the subscriber to these Articles of Incorporation are:

- ERELIO PENA 1450 N.W. 107th Avenue  
Miami, Florida 33172
- MANUEL CARMONA 1450 N.W. 107th Avenue  
Miami, Florida 33172
- ANTHONY C. RIVAS 1450 N.W. 107th Avenue  
Miami, Florida 33172
- CARLOS A. ALFARO 1450 N.W. 107th Avenue  
Miami, Florida 33172

ARTICLE X

The initial registered office of this corporation shall be at: 1450 N.W. 107th Avenue Miami, Florida 33172, with the privilege of having its office and branch offices at other places within or without the State of Florida.

The initial registered agent at the address shall be.

ANTHONY C. RIVAS

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this February day of February, 1985.

*Erelio Pena*  
ERELIO PENA

*Manuel Carmona*  
MANUEL CARMONA

*Anthony C. Rivas*  
ANTHONY C. RIVAS

*Carlos A. Alfaro*  
CARLOS A. ALFARO

STATE OF FLORIDA :  
COUNTY OF DADE : SS

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 1985, by ERELIO PENA, MANUEL CARMONA, ANTHONY C. RIVAS and CARLOS A. ALFARO.

*[Signature]*  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:

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

In pursuance of Chapter 48.091, Florida Statutes, the following is  
 submitted, in compliance with said Act:

NEW WORLD II CONDOMINIUM ASSOCIATION INC. desiring to organize  
 under the laws of the State of Florida with its principal office, as  
 indicated in the articles of Incorporation at City of Miami, County of  
 Dade, State of Florida has named ANTHONY C. RIVAS 1450 N.W. 107th Avenue  
 Miami, County of Dade, State of Florida, as its agent to accept services  
 of process within this State.

ACKNOWLEDGEMENT:

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

BY:

  
 RESIDENT AGENT

concrp.t[111,1]



EXHIBIT "C"  
TO THE DELCARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
-- BY LAWS--

THIS DOCUMENT IS THE PROPERTY OF THE NATIONAL ARCHIVES AND IS LOANED TO YOU BY THE NATIONAL ARCHIVES. IT IS TO BE RETURNED TO THE NATIONAL ARCHIVES AT THE END OF THE LOAN PERIOD. IT IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE NATIONAL ARCHIVES.

## NEW WORLD II CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized  
under the law of the State of Florida

1. Identity. These are the By-Laws of NEW WORLD II CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporation under the laws of the State of Florida, and organized for the purpose of administering that certain condominium to be located in Dade County, Florida, and known as NEW WORLD II CONDOMINIUM (the "Condominium").
  - 1.1 Principal Office. The principal office of the Association shall be 1450 N.W. 187th Avenue Miami, Florida 33172, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
  - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
  - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
  - 3.1 Annual Meeting. After the election of Administrators by the Unit Owners other than the Developer at a meeting called by the Developer, the annual members' meeting shall be held on the First Monday in March each year or such other date determined by the Board of Administrators at the place and at the time determined by the Board of Administrators from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Administrators and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
  - 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Administrators of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
  - 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days prior to the date



REC. 1244076 497

of the meeting. Proof of posting may be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office certificates or other proof permitted by law. To the extent permitted by law, an affidavit of mailing may substitute for the post office certificates as proof of mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called, which objection must be stated at the beginning of the meeting.

3.4 Quorum. A quorum at members' meetings (other than to adopt a budget where a quorum shall be a majority of all votes of the membership) shall be attained by the presence, either in person or by proxy, of persons entitled to cast 33-1/3% of the votes of the entire membership. If voting rights of any member are suspended pursuant to the provisions of the Declaration, these By-Laws or applicable rules and regulations, the votes of such member so suspended shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

(a) Number of Votes. In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purpose except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean those Unit Owners having more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person shall be one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person shall be an officer or authorized agent of the Unit Owner. Those certificates 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 the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote of the owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by filed, except if

th. Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate one of them as a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary of the meeting at or before the beginning of the meeting, or before the time to which the meeting is adjourned unless another time is required by law.

3.7 Adjourned Meetings. If any meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of a meeting. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other member's meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or an Administrator);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Administrators;



(i) Election of Administrators;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years unless a lesser time is permitted by law.

3.10 Delinquent Owners. If any Assessment or portion thereof imposed against a Unit Owner remains unpaid for thirty (30) days after the date due and payable, such Unit Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments and all other sums then due are paid, whereupon the voting rights shall not be automatically reinstated, and such Unit shall not be counted for quorum or other purposes until reinstated.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### 4. Administrators.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3), nor more than eight (8) administrators, the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon majority vote of the membership. Administrators need not be Unit Owners.

4.2 Election of Administrators. The election of Administrators shall be conducted in the following manner:

- (a) Election of Administrators shall be held at the annual members' meeting, except as provided herein to the contrary.
- (b) Nominations for Administrators and additional vacancies created at the meeting shall be made from the floor.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting

being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Administrators by members, vacancies in the Board of Administrators occurring between annual meetings of members shall be filled by the remaining Administrators, provided that all vacancies in the Board of Administrators to which Administrators were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Administrator may be removed with or without cause by concurrence of a majority of the votes of the members at a special meeting called for that purpose. The vacancy in the Board of Administrators so created shall be filled by the members at the same meeting, unless such Administrator was appointed by the Developer, in which case the Developer shall appoint another Administrator without the necessity of any meeting.
- (c) Provided, however, that until a majority of the Administrators are elected by the members other than the Developer of the Condominium, neither the first Administrator of the Association, nor any Administrator replacing them, nor any Administrator named by the Developer, shall be subject to removal by members other than the Developer. The first Administrator and Administrators replacing them may be removed and replacing them may be removed and replaced by the Developer without the necessity of any meeting.

4.4 Term. Except as provided herein to the contrary, the term of each Administrator's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Administrators shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Administrators at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board of Administrators may be held at such time and place as shall be determined, from time to time, by a majority of the Administrators. Notice of regular meetings shall be given to each Administrator, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Administrators shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need shall not be permitted to participate, and need not be recognized, at any such meeting.



- 4.7 Special Meetings. Special Meetings of the Administrators may be called by the President, and may be called by the President or Secretary at the written request of one-third (1/3) of the Administrators. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than meetings of the Board of Administrators shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized at any such meeting. The notice shall further comply with Section 9.10 hereof.
- 4.8 Waiver of Notice. Any Administrator may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Administrator of notice. Attendance by any Administrator at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Administrators' meetings shall consist of a majority of the entire Board of Administrators. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administrator, except when approval by a greater number of Administrators is specifically required by the Declaration the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Administrators, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 President Officer. The presiding officer at the Administrators' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the president officer, the Administrators present may designate any person to preside.
- 4.12 Order of Business. If a quorum has been attained, the order of business at Administrators' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal or may unapproved minutes;
  - (c) Reports of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

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

4.14 Executive committee; Other Committees. The Board of Administrators may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Administrators. Such Executive Committee shall have and may exercise all of the powers of the Board of Administrators in management of the business and affairs of the Condominium during the period between the meetings of the Board of Administrators in so far as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (g) and (p) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three Administrators during the period that the Developer is entitled to appoint a majority of the Administrators. The Developer shall have the right to appoint the members of the Board of Administrators unless otherwise required by law or the Developer no longer owns any Units. The current Act, which shall apply unless it is amended to permit the Developer more control over the Board of Administrators, in which case such amendment shall apply, provided as follows:

The Developer shall have the right to appoint all of the members of the Board of Administrators until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administrators. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administrators (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Administrators as long as the Developer holds for sale in the ordinary course of business 5% of the Units that will be operated ultimately by the Association.



The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Administrators to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Administrators and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administrators, or if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than thirty (30) days' nor more than Owners to elect such member or members of the Board of Administrators. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the members of the Board of Administrators of the Association (but not more than sixty (60) days after such event), the Developer shall deliver to the Association held by or controlled by the Developer as required by law.

Notwithstanding the foregoing the Developer may vote in respect of its Units in all meeting of members whether annual or special called subsequent to the first meeting of members for the election of a Board of Administrators by other than the Developer.

- 4.16 Action Without a Meeting. Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Administrators, or any action which may be taken at a meeting of Administrators or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Administrators or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Administrators or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of Owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

5. Powers and Duties. The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all act, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Administrators by the Unit Owners. Such powers and duties of the Board of Administrators shall include, without limitation (except as limited elsewhere herein) the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments from Unit Owners.

- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property.
- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condominium or eminent domain proceedings or otherwise.
- (m) Enforcing obligation of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (n) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern conduct of such Unit Owners.
- (o) Purchasing or leasing Units for use by resident superintendents.
- (p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association property; provided; however; that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be (required for) the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board of Administrators on behalf of the Condominium pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment of other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.
- (q) Contracting for the management of the Condominium delegating to such contractor such powers and duties of the Board may deem appropriate under the circumstances, except those which may be required by the Declaration, the Articles or these By-Laws to be approved by the Board of Administrators or by the Unit Owners; contracting for the management or operation of portions of the Condominium Property susceptible to



separate management or operations; and granting concessions for the purpose of providing services to the Unit Owners. In exercising this power, the Association may contract with affiliates of itself and of the Developer.

- (r) At its discretions, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.
- (s) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act, and (ii) all powers incidental thereto, and all powers of a Florida corporation not for profit.
- (t) Suspending the right of any Unit Owner to vote or use the recreation facilities, if any, of the Condominium so long as said Unit Owner is delinquent in the payment of Common Expenses or otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulations.
- (u) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units.

6. Officers.

- 6.1 Executive Officers. The executive officer of the Association shall be a President, who shall be a Administrator, a Vice President, who shall be a Administrator, a Treasurer, a Secretary and an Assistant Secretary (none of whom need be Administrator), all of whom shall be elected by the Board of Administrator and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Administrators. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Administrators from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence of disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the office of the vice president of an association and as shall otherwise be prescribed by the Administrators.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Administrators and the members. He shall attend to the giving of all notices to ht emembers and Administrator s and othe rnotices required by law. He shall have custody of the seal of the Association and shall affix it ot instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other dutries incident to the office of the secretary of an association and as may be requied by the Administrators of the President.
- 6.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.
- 6.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantially papers, shall be made



available to the Board of Administrators for examination at reasonable times. He shall submit a treasurer's report to the Board of Administrators at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Administrators.

- 7. Compensation. Neither Administrators nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Administrator from employing a Administrator or officer as an employee of the Association, nor preclude contracting with a Administrator or officer for the mangement of the Condominium or for any other service to be supplied by such Administrator or officer. Administrator and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
- 8. Resignations. Any Administrator or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in this resignation, in which even the resignation shall be effective from such date unless withdrawn. The acceptance of resignation shall not be required to make it effective.
- 9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption by Board; Items. The Board of Administrators shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners and allocate and assess expenses among the Unit Owners in accordance with the provisions hereof and of the Delcaraiton. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide not reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominium shall comply with the requirments hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Administrators at which the budget will be considered, together with a notice of that meeting indicating the time and place of such Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.
- (ii) Special Memebership. If a budget is adopted by the Board of Administrators which required Assessments against such Unit Owners in any year exceeding one hundred



fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of such Unit Owners, a special meeting of Unit Owners shall be held within (30) days of delivery of such application to the Board of Administrators. Each Unit Owners shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units (including Units owned by the Developer).

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Administrators in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property and expenses which are unique to specific Unit Owners.

(iv) Proviso. As long as the Developer is in control of the Board of Administrators of the Association, such Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior year's Assessment, as herein defined, without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer).

(b) Adoption by Membership. In the event that the Board of Administrators shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board of Administrators may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by such members upon ratification by a majority of the Board of Administrators, it shall become the budget for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable calendar year annually in advance on or before December 20th preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the



calendar year for which an amended Assessment is made shall be payable in as many equal installments as there are full months (or quarters) of the calendar year left as of the date of such amended Assessment, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless other wise directed by the Board in its resolution.

- 9.3 Assessments for Charges. charges by the Association against members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessment in the same manner as common Expenses, and when circumstances permit, these charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of the Condominium Property or recreation areas, maintenance services furnished at the expense of an Owner, other services furnished for expense of an Owner, other services furnished for the benefit of an Owner and surcharges, fines and damages and other sums due from such Owner.
- 9.4 Assessments for Emergencies. Assessments for common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Administrators of the Association may require in the notice of Assessment.
- 9.5 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Administrators and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Administrators. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Administrators.
- 9.6 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board of Administrators may accelerate the remaining installments of the Assessments upon notice to the Unit Owner, and the then unpaid balance of the Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- 9.7 Fidelity Bonds. Fidelity bonds may be required by the Board of Administrators for all persons handling or responsible for Association funds and shall be mandatory if required by law. Such bonds shall be in such amount as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.8 Accounting Records and Reports. The Association shall maintain accounting records in the County, according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written



summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts and expenses by accounts and expense classifications, as stated in the budget but without limitation thereto.

9.9 Application of Payment. All Assessments payments made by a Unit Owner shall be applied as provided herein and in the Declaration or as determined by the Board.

9.10 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contained and the nature of any such Assessments.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners listed in the Association's records on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

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

12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

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

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

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Administrators; or

(b) by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than 100% of the entire Board of



12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Hillsborough County,

13. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Administrators may, from time to time, by resolution and without meeting the requirements for amendment of the By-Laws or Declaration of Condominium, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Administrators to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulations be adopted which would prejudice the rights reserved to the Developer. The amendments to the rules and regulations need not be recorded in the Public Records of the County as an amendment to the Declaration of Condominium or of these By-Laws.

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

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing bylaws were adopted by the corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

NEW WORLD II CONDOMINIUM ASSOCIATION INC.

*Carli Lester*  
President

*[Signature]*  
Secretary

Bylaws.t[111,1]





NEW WORLD II CONDOMINIUM

RULES AND REGULATIONS

PART I - INTRODUCTION

A. Documentation

1. The Rules and Regulations of the Condominium, are based upon and rely upon the following documents:

The Condominium Act of the State of Florida, Chapter 718. Statutes of the State of Florida, 1976, as amended, (Act):

The Declaration of Condominium:

The Certificate of Incorporation of The Condominium Association and

The By-Laws of NEW WORLD II CONDOMINIUM ASSOCIATION, INC.

2. The Act provides for the observance of the Declaration, the Certificate, the By-Laws and the Condominium Rules by the unit owners and for their enforcement by the Board of Directors of the Association (Directors).

B. Compliance

All units owners, their tenants, families, guests, employees, and any other persons who may in any manner use the building or the grounds shall be bound by and shall comply strictly with the provisions of the Declaration, the Certificate, the By-Laws, the Condominium Rules as set forth hereinafter, and all agreements, decisions and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time. Failure to comply with any of the aforementioned documents shall be grounds for assessment of penalties and for an action to recover sums due for negligence or damages or for injunctive relief by the Association or, in a proper case, by an aggrieved unit owner.

C. Complaints and Notices

Complaints regarding the management of the condominium units and grounds or regarding actions of other owners shall be made in writing to the Association. In the event of a complaint filed against a unit owner, the Secretary of the Association will notify the unit owner against whom the complaint has been filed requesting said unit owner to correct the condition complained of. If the unit owner neglects or fails to comply, the Secretary of the Association will notify the offending unit owner to appear before Committee designated by the Board of Directors of the Association. The decision of the Board of Directors shall be final and binding upon all parties.

D. Expenses of Enforcement

Every unit owner shall pay the association promptly on demand all fines, penalties, costs and expenses including reasonable attorney's fees incurred by or on behalf of the Association in collecting any delinquent assessments against such unit foreclosing any provisions of the Act, the Declaration, the Certificates, the By-Laws or the House Rules against such owner or any occupant of such unit.

E. Revocability of Approvals

Any consent of approval given under these Rules and Regulations by the Association shall be revocable at any time.

F. Amendments

These Rules and Regulations may be modified, added to, or repealed at any time by the Board of Directors.

PART II HOUSE RULES

A General Use and Occupancy

1. Each of the unit shall be occupied and used only as allowed by existing zoning ordinances, by the respective owners thereof, their tenants (prior approval having been obtained), families, servants, guests, employees and business invitees, if any and for no other purpose.
2. The common elements shall be used only for the purpose for which they are intended.
3. No unit owner or occupant shall place, store or maintain objects of any kind in the halls, lobbies, stairways, walkways, grounds, or other common elements that would obstruct transit through such common elements.
4. Every unit owner or occupant shall at any times keep his unit in a clean and sanitary condition.
5. Every unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Florida, by the County, the City or adopted by the Association.
6. No unit owner or occupant shall make or permit to be made any improper or offensive use of this unit.
7. No unit owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common elements without prior approval of the Board of Directors.
8. Nothing shall be allowed, done or kept in any unit which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation or any insurance thereon maintained by or for the Association.
9. No rugs, garments or other objects shall be dusted, shaken or hung from the windows or cleaned by beating or sweeping in any hallway or exterior part of the building.
10. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his employees his or their guests, employees, rents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Any unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an unit or its appurtenances, or of the common elements, by the unit owner.
11. Fireworks are prohibited at all times in the building and on the grounds.
12. Each condominium unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure.
13. No owner shall be allowed to put his name on any entry of the

I hereby certify that the above information is a true copy of the original  
 and has been prepared in the presence of the undersigned, my hand and seal  
 this 1st day of \_\_\_\_\_, 19\_\_\_\_.



condominium units or mail receptacles appurtenant thereto except in the places and in the manner prescribed by the Association for such purpose.

- 14. No unauthorized person shall be permitted on the roof of the building, at any time for any reason.
- 15. No "For Sale" or "For Rent" signs shall be displayed in the windows, on the patios or exterior walls. The use of the common elements is also prohibited for displaying signs.

**B. Sale, Lease or Other Transfer**

1. Sales and/or leases and renewals thereof require prior approval by the screening committee appointed by the Board of Directors. Each sale and lease and/or renewal thereof shall be contingent upon such approval. Upon approval, a copy of these Rules and Regulations shall be furnished to such lessee or new owner who, by acceptance thereof, agrees to abide by the same. The screening committee may charge a fee of no more than \$100.00 for processing such application of the proposed buyer or lessee.

2. No sub-leases or assignment of existing leases shall be permitted without the consent of approval of the screening committee.

3. Each lease must contain the following clause, to wit:

"Lessee agrees in addition to any other security deposit provided in the lease, to deposit with the Condominium Association, a security deposit in the sum of \$500.00 as security for any loss or damage to any of the common areas of the Association caused by the negligence or wilful acts of the Lessees, their families, servants, agents or invited guests. This deposit shall be made prior to the Lessee taking possession of the premises and will be and returned at the expiration of the lease, less any amount deducted from any such damage. Such deposit will be maintained by the Condominium Association, in a special non-interest bearing deposit account maintained for that purpose."

4. Said security deposit shall in no way relieve the unit owner of liability for penalties or damages caused by his occupier which may be in excess of the security deposit so received by the condominium association from said occupier. Such unit owner's excess liability shall be of these Rules and Regulations and the Declaration and By-Law provisions.

5. Any such lease shall likewise contain the following clause to wit:

"The Lessor and the Lessee, by the execution of this lease, give and grant unto the Condominium Association, the right, privilege and power to cancel the lease and remove or cause to be removed Lessees or Sub-Lessees who violate the Rules and Regulations of the Condominium Association. Any legal expense incurred in connection therewith or advanced by the Condominium Association, shall be reimbursed to it by the Lessor or may be deducted from the security deposit paid to the Condominium Association, provided, however, that such fees and expenses shall not, in addition to the \$500.00 deposit hereinabove provided for, exceed, as a cost to the Lessor, a sum equivalent to one month's rent paid or payable under this lease".

6. Such security deposit or such amount thereof not charges against same as aforesaid will be returned to said occupier either at the time said occupier "checks out" with the Manager or such reasonable time thereafter to enable said penalty of damages, if any, caused to be properly estimated and established.

7. Any lease made in violation of these Rules and Regulations shall be wholly void and ineffective and any occupancy attempted under such an ineffective lease shall be prohibited by the Board by whatever means the Board deems fit.



C. Parking and Parking Stalls.

1. Unit Owners and employees shall not park within the parking spaces in order to provide more parking for customers and visitors. Notwithstanding the above, in the event that owners and/or employees intend to be in an "in and out basis" and for a short period of time, they can use such parking spaces.
2. Cars must be parked heading in, centered between the yellow lines and against the forward bumper. They shall not protrude beyond the stalls in such a manner as to block the ingress and egress of others.
3. Parking areas shall not be used for any mechanical work on vehicles except in an emergency.
4. Articles shall not be stored in any of the parking stalls.
5. Maintain a 5-mph speed limit while in the condominium common areas and roads.
7. No vehicle, automobile or motorcycle, which cannot operate under its own power, shall remain within the condominium property for more than 24 hours.
8. The owners, their employees, servants, agents, visitors and licensees and the owner's family will obey the parking regulations and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No unit owner shall store or park or leave boats, trailers, trucks or campers or any recreational vehicle on the condominium property.

E. Architectural Control

1. No unit owner or occupant shall install any wiring, television antenna, machines, air-conditioning units or other equipment, or appurtenances whatsoever on the exterior of the building or through the exterior of the building or through the walls, windows or roof thereof.
2. No unit owner or occupant shall make any additions or alteration to any common elements, nor place or maintain thereon any signs, posters or bill whatsoever, except in accordance with such plans and specifications approved by the Directors.
3. No unit owner shall alter, change, decorate or landscape any entrance or hallway appurtenant to his unit except in accordance with standards established or plans approved by the Directors.
4. No unit owner may change the exterior appearance of his unit without the written approval of the Directors.

F. Financial Responsibility

1. Every owner is responsible for prompt payment of maintenance fees, assessments, or other charges authorized by the Association as more fully provided in the By-Laws.
2. Payments which are delinquent will be subject to such fines, penalties and interest as established by the Directors.
3. Any damages to the buildings, or other common areas or equipment caused by any unit owner resident or his guests shall be repaired at the expense of the unit owner who has himself or whose employees family, guests or business invitees have caused same.

G. Security.

1. Each occupant is responsible for closing all doors which should be locked and for observing security regulations.
2. The Manager should be notified immediately of security violations.



H. Refuse Disposal.

1. All waste material and refuse not disposable in the individual units shall be paper wrapped in reasonably small bundles or put in heavy plastic bag before placement in the trash bins.
2. No inflammable or volatiel material shall be placed in the trash bins.
3. No refuse, garbage or trash or any kind shall be thrown or kept in any common elements.

RU&REG.T[111,1]

OFF. REC. 12440PG 517

EXHIBIT "E"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
-PERCENTAGE OF UNDIVIDED INTEREST-



EXHIBIT "F"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
- Operating Budget -

NEW WORLD II, INC.  
 ESTIMATED INITIAL OPERATING BUDGET  
 FOR  
 NEW WORLD II CONDOMINIUM ASSOCIATION INC  
 for twelve month period

	<u>ANNUAL</u>	<u>MONTHLY</u>
A. ADMINISTRATION OF THE ASSOCIATION		
Office Supplies		
Accounting		
Attorneys fees		
Sub-Total	\$ 4,250.00	\$ 350.00
B. INSURANCE	\$ 5,000.00	\$ 416.00
C. MAINTENANCE	\$12,000.00	\$1,000.00
D. UTILITIES	\$ 2,500.00	\$ 208.00
Electric Common areas		
Water/Sewer		
Sub-Total		
E. RESERVE FOR BUILDING PAINTING OTHER REPAIRS	\$ 2,000.00	\$ 166.00
 TOTAL ESTIMATED OPERATING BUDGET	 \$25,750.00 =====	 \$2,145.00 =====



NEW WORLD II, A CONDOMINIUM  
% OF SHARE

## BUILDING #2 1460 NW 107 AVENUE

UNIT MAILING ADDRESS	UNIT #	UNIT TYPE	% OF SHARE	SQ.FT./UNIT
1460	27	G	2.21%	1430
1460-A	28	A	1.70%	1100
1460-B	29	AR	1.70%	1100
1460-C	30	A	1.70%	1100
1460-D	31	C	1.61%	1037
1460-E	32	A	1.70%	1100
1460-F	33	AR	1.70%	1100
1460-G	34	A	1.70%	1100
1460-H	35	AR	1.70%	1100
1460-I	36	A	1.70%	1100
1460-J	37	AR	1.70%	1100
1460-K	38	A	1.70%	1100
1460-L	39	C	1.61%	1037
1460-M	40	A	1.70%	1100
1460-N	41	AR	1.70%	1100
1460-O	42	A	1.70%	1100
1460-P	43	AR	1.70%	1100
1460-Q	44	A	1.70%	1100
1460-R	45	H	7.95%	5109

## TOTALS BUILDING #2

38.88%

25113

## BUILDING #1 1450 NW 107 AVENUE

1450	26		10.98%	7063
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## BUILDING #3 1470 NW 107 AVENUE

UNIT MAILING ADDRESS	UNIT #	UNIT TYPE	% OF SHARE	SQ.FT./UNIT
1470	1	B	1.35%	874
1470-A	2	A	1.70%	1100
1470-B	3	AR	1.70%	1100
1470-C	4	A	1.70%	1100
1470-D	5	AR	1.70%	1100
1470-E	6	A	1.70%	1100
1470-F	7	AR	1.70%	1100
1470-G	8	A	1.70%	1100
1470-H	9	C	1.61%	1037
1470-I	10	A	1.70%	1100
1470-J	11	AR	1.70%	1100
1470-K	12	A	1.70%	1100
1470-L	13	AR	1.70%	1100
1470-M	14	A	1.70%	1100
1470-N	15	AR	1.70%	1100
1470-O	16	A	1.70%	1100
1470-P	17	AR	1.70%	1100
1470-Q	18	A	1.70%	1100
1470-R	19	AR	1.70%	1100
1470-S	20	A	1.70%	1100
1470-T	21	AR	1.70%	1100
1470-U	22	D	1.62%	1043
1470-V	23	AR	1.70%	1100
1470-W	24	E	7.03%	4513
1470-X	25	F	4.53%	2926

## TOTALS BUILDING #3

50.14%

32393

## TOTALS ALL 3 BUILDINGS

100.00%

64569

REC. 12440PG 521

EXHIBIT "G"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
- RESERVATION AGREEMENT -



RESERVATION AGREEMENTNEW WORLD II CONDOMINIUM  
A Proposed Condominium

DATE : This \_\_\_\_\_ day of \_\_\_\_\_, 198\_.

DEVELOPER : NEW WORLD II CONDOMINIUM, a Florida Corporation.

BUYER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

TELEPHONE : Area Code: \_\_\_\_\_ Home: \_\_\_\_\_ Office: \_\_\_\_\_

ESCROW AGENT : LAMAR, LAMAR & ASSOCIATES, P.A.  
814 PONCE DE LEON BOULEVARD  
CORAL GABLES, FLORIDA 33134  
305/ 442-4748

DESCRIPTION OF PROPERTY : Unit: \_\_\_\_\_ of NEW WORLD II CONDOMINIUM

PURCHASE PRICE : \_\_\_\_\_

AMOUNT OF DEPOSIT : \_\_\_\_\_

DEVELOPER hereby acknowledges the receipt of the above mentioned sum as a preliminary deposit to reserve the above described property in aforesaid condominium.

The amount will be held in escrow by the Escrow Agent, at any commercial bank or savings and loan association, until the closing of this transaction or its cancellation.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Duration of Reservation. The Reservation Deposit shall reserve to Buyer the right to purchase the Unit from the date hereof until (i) the date this Agreement is otherwise terminated by Developer or Buyer in accordance with the provisions hereof or (ii) fifteen (15) days after receipt by the Buyer of (a) a formal agreement for the purchase and sale of the Unit (the "Contract"), together with (b) a request to enter into the Contract, and (c) copies of all documents the Florida Statutes and all rules and regulations promulgated thereunder (the "Condominium Act").

2. Escrow Agent. Developer agrees to deliver Buyer's Reservation Deposit to Escrow Agent to be held by Escrow Agent in a non-interest bearing escrow account subject to the terms and conditions set forth herein.

3. Disposition of Deposit. Buyer's Reservation Deposit shall be disbursed by Escrow Agent as follows"

3.1 At any time prior to Buyer's execution of the Contract, Buyer shall have the right to an immediate unconditional refund of the Reservation Deposit upon written request to Escrow Agent by Buyer. Upon Buyer's receipt of the Deposit this Reservation Agreement shall be cancelled and all rights and obligations of the

parties hereunder shall terminate.

3.2 In the event Developer decides for any reason whatsoever not to develop the Condominium, Developer shall send a written notice directing Escrow Agent to refund Buyer's Deposit and upon such refund, this Reservation Agreement shall be cancelled, and all rights and obligations of the parties hereunder shall terminate

3.3 Buyer shall be required to pay an earnest money deposit of ten percent (10%) of the purchase price of the Unit upon entering into a Contract. In the event that neither Buyer nor Developer has previously sent a written request to Escrow Agent to refund the Reservation Deposit to Buyer, and Buyer and Developer execute a Contract, Developer shall send to Escrow Agent a written notice (the "Notice") executed by Buyer and Developer, setting forth directions for the disposition or transfer of Buyer's Reservation Deposit. Upon receipt of the Notice, and in accordance with the instructions set forth therein, Escrow Agent shall transfer Buyer's Reservation Deposit and any interest thereon. Upon such transfer of Buyer's Reservation Deposit, this Reservation Agreement shall be cancelled, and all rights and obligations of the parties hereunder shall terminate.

4. Condominium Documents.

4.1 Prior to submitting the Contract to Buyer, Developer may be obligated to file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation all of the condominium documents required by the Condominium Act.

4.2 Developer hereby acknowledges the Buyer's right to receive all condominium documents required by the provisions of the Condominium Act, if any.

5. Limitations. This Reservation Agreement does not constitute an undertaking by the Developer to proceed with the development, construction, or marketing of the Condominium, nor does it constitute an agreement by the Developer to sell the Unit. Except as specifically provided, this Agreement does not confer upon Buyer any interest in or lien upon the Unit.

IN WITNESS WHEREOF, Developer and Buyer have executed this Reservation Agreement on the date first above written.

Witnesses:

DEVELOPER:

NEW WORLD II INC.  
a Florida Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

RESAGR-T(111,1)



RESERVATION DEPOSIT RECEIPT

Receipt is hereby acknowledged by Lamar, Lamar & Associates ("Escrow Agent") of a Reservation Deposit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to collection, from \_\_\_\_\_ ("Buyer"), in accordance with the terms and provisions of a Reservation Agreement dated \_\_\_\_\_ pertaining to the reservation of Unit Number \_\_\_\_\_ in "MILLER OFFICE CONDOMINIUM", a condominium.

Escrow Agent hereby acknowledges that it shall hold the Reservation Deposit in escrow pursuant to the requirements of Section 718.202(6) of the Florida Statutes and the terms of a Reservations Agreement dated \_\_\_\_\_.

ESCROW AGENT:

LAMAR, LAMAR & ASSOCIATES

By: \_\_\_\_\_

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

REF. 12440PG 525

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
--SALES CONTRACT--

REPRODUCED FROM THE ARCHIVES OF THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND. REFERENCE TO THIS DOCUMENT IS MADE IN THE NATIONAL ARCHIVES GUIDE TO THE RECORDS OF THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND.



ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

NEW WORLD II CONDOMINIUM

AGREEMENT FOR SALE

THIS AGREEMENT executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between NEW WORLD II INC., a Florida corporation ("Seller"), whose address is 1450 N.W. 107th Avenue Miami, Florida 33172, and the purchaser(s) named below:

Name(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Permanent Residence \_\_\_\_\_

Office Address \_\_\_\_\_

Phone: (Office) ( ) \_\_\_\_\_; (Home) ( ) \_\_\_\_\_

W I T N E S S E T H :

1. THE UNIT. Seller agrees to sell and convey and Purchaser agrees to purchase, on the terms and conditions set for the herein, Condominium Unit (the "Unit") located at: \_\_\_\_\_ in NEW WORLD II, CONDOMINIUM (the "Condominium"), according to the Declaration of Condominium recorded or to be recorded in the Public Records of Dade County, Florida; and subject to the terms and conditions thereof and the restrictions, limitations and easements set forth therein, together with the undivided interest in the common elements appurtenant thereto.

2. PURCHASE PRICE AND TERMS OF PAYMENT. The purchase price for the Unit that Seller agrees to accept and Purchaser agrees to pay shall be the aggregate amount of \$ \_\_\_\_\_, payable by Purchaser to Seller as follows:

- a. Deposits subject to collection \$ \_\_\_\_\_
  - b. Additional deposit payable within 60 days form date hereof \$ \_\_\_\_\_
  - c. Balance due at closing in cash or its equivalent \$ \_\_\_\_\_
- TOTAL: \$ \_\_\_\_\_

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THE CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY DEVELOPER.

3. COMPLETION OF CONSTRUCTION. Seller agrees to substantially complete construction and deliver the Unit on or before March 31, 1985 but in no event more than two (2) years from the date hereof, subject, however, to delays in the event of unavailability of materials at reasonable cost, strikes, others labor problems, governmental orders or any other event which would support a defense based upon impossibility of performance for reasons beyond the control of Seller. If Seller is unable to complete construction within such two (2) year period (together with any permissible extensions thereof), Purchaser may terminate this Agreement and receive a full refund of all deposits hereunder upon twenty (20) days prior written notice to Seller.

Purchaser shall be given a reasonable opportunity to examine his Unit with Seller's representative prior to closing of title, and at that time shall present to Seller an Inspection Statement signed by

Purchaser setting forth any defects in workmanship or materials. As to any items therein described which are, in the reasonable opinion of Seller, actual defects in workmanship and materials (keeping in mind the construction standards prevalent in the locations for similar property), Seller shall be obligated to correct the same at its cost within a reasonable period of time after closing, but Seller's obligations to correct shall not be a ground for deferring the closing of title nor the imposition of any condition upon closing, no escrows of holdbacks of closing funds shall be permitted.

4. CONDOMINIUM FILING. It is understood that the Seller has filed or shall file with the Clerk of the Circuit Court of Dade County, Florida, a Declaration of Condominium for (the "Declaration"). The Declaration shall include, among other things, a survey of the real property included within the Condominium, the By-Laws of the Condominium Association, and the natures and description of the Common Elements. The Purchaser agrees to be bound by the Declaration and all matters set forth or referred to therein.

5. CLOSING OF TITLE. Closing of title shall be held at such place in Dade County, Florida, and on such day and hour, as Seller may designate to Purchaser on reasonable notice (not required to exceed seven (7) days,) which may be given orally. An affidavit by a representative of Seller that notice was given on specific date shall be conclusive evidence of such notice. Failure of Purchaser to receive notice by reason of Purchaser's failure to advise Seller of any change of address or phone number shall not relieve Purchaser of its obligation to close on the date, place and time specified by Seller. Seller may postpone the closing on written or oral notice to Purchaser, which notice shall fix a new day for closing.

Closing of title to the Property shall take place only after the issuance of a Certificate of Occupancy for the Unit. Closing may be scheduled prior to the issuance of such a certificate for any other unit or for any portion or all of the common elements or other portions of the Condominium.

A. At Closing, Seller will deliver to Purchaser:

1. A recordable Special Warranty Deed subject to those matters referred to therein.
2. A Bill of Sale conveying the items of personal property included within the Unit, if any.
3. The Commitment for Owners' Title Insurance in accordance with the provisions of Section 6 hereof.
4. Mechanic's lien affidavit.
5. Closing statement.

B. Purchaser's Charges: Purchaser agrees to pay at or prior to closing:

1. The full purchase price for the Unit.
2. All expenses in connection with any financing required by the Purchaser.
3. Pro-rate share of maintenance expenses, as provided in Section 12 hereof.
4. Payment to reserve account for maintenance and capital expenditures, as provided in Section 6 hereof.
5. Recording fee for Special Warranty Deed.
6. Cost of Florida Documentary Stamps for Special Warranty Deed.
7. Cost of Title Insurance in the amount of the purchase price.

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENTS ARE TRUE AND CORRECT COPIES OF THE ORIGINALS AS FILED IN THE PUBLIC OFFICE OF DADE COUNTY, FLORIDA, THIS 12TH DAY OF MARCH, 1968.



6. TITLE. After closing of title, Seller shall deliver to Purchaser Owner's Policy of title insurance in the form approved by the American Land Title Association (Standard Form A) showing title vested in Purchaser, subject to the following exceptions:

6.1 Taxes for the year in which the title is closed and all subsequent years;

6.2 Conditions, restrictions, limitations, reservations, easements and utility agreements of record or visible upon the property; and all applicable zoning ordinances;

6.3 All matters set forth in Declaration of Condominium (and all of its exhibits);

6.4 The mortgage, if any, executed by Purchaser to finance the purchase of the Unit; and

6.5 Standard printed exceptions contained in the Owner's Policy of title insurance.

Certified liens for public improvements at the time of closing shall be the responsibility of Seller; pending, but uncertified, liens for public improvements at the time of closing shall be responsibility of Purchaser.

If Seller is unable to deliver title as provided herein, Seller shall not be obligated to cure any objections or defects but shall be afforded a reasonable time (not less than sixty (60) days) to do so if Seller elects. If not cured within such period, or if Seller elects not to so cure, Purchaser may accept title in its then existing condition, but without any reduction in the purchase price, or terminate this Agreement and receive a refund of all deposits (and, upon refund being made, Seller shall be released of all liability to Purchaser and this Agreement shall thereafter be null and void). Seller shall not be obligated to provide Purchaser with an abstract of title, nor a survey.

7. CLOSING PROPORTION AND ADDITIONAL TARGET. At the closing of title, Purchaser shall also make a contribution to the working capital of the Condominium Association equal to three (3) months of assessments for the Condominium Association. Such contribution shall not be a credit against regular assessments.

Real Estate taxes and current assessments due the Association shall be apportioned between Seller and Purchaser as of the date of closing of title, provided that prorated taxes shall not be paid or credited to Purchaser until January of the following year when the actual tax bill is known.

8. ZONING. Seller represents that subject property is zoned I.U-I (Light Industry), permitting that fifty percent of the floor area of each proposed warehouse unit may be used for retail sales. Said variance was approved by the County Commissioners of Dade County on May 17, 1984 by Resolution No. 2-116-84.

9. DEFAULT. Should Purchaser fail to close on title to the Unit as herein provided, or fail to perform or observe any of the Purchaser's other obligations hereunder, Seller may, at its option, cancel this Agreement by notice to Purchaser, which cancellation will be effective upon the giving of such notice. In such event, Purchaser's deposits and all other sums paid to Seller shall be retained by Seller as liquidated and agreed upon damages for Purchaser's default, and all rights and privileges hereunder shall thereafter terminate. Seller has removed the Unit from the market and has incurred substantial direct and indirect expenses relative to sales, models, advertising, and similar items, and Purchaser recognizes that no other method is available to determine the precise damage resulting from Purchaser's default. The cancellation of this Agreement and the retention of all sums theretofore paid as liquidated and agreed damages shall be Seller's sole remedy in the event of Purchaser's default. If this Agreement is so cancelled, Seller may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).



Purchaser agrees not to file any action against Seller seeking the return of any portion of said deposit or seek any reduction in the amount of the liquidated and agreed upon damages if this Agreement is terminated for Purchaser's default.

Should Seller default, Purchaser's sole remedy shall be to seek a refund of all deposits, whereupon this Agreement shall thereafter be null and void.

10. DAMAGE TO UNIT. If between the date of this Agreement and closing of title, the Unit or the Common Elements are damaged by fire or other casualty, the following shall apply:

a. Risk of loss to the Unit by fire or other casualty until closing of title is assumed by Seller, but without any obligation of Seller to repair or replace such loss or damage to the Unit. In the event of any such loss or damage and the election of Seller to cure same, this Agreement shall continue in full force and effect, and Purchaser shall not have the right to reject title or receive a credit against or abatement in the purchase price. In such event, Seller shall be entitled to a reasonable period of time within which to complete said repairs or replacement. Any proceeds received from insurance shall (subject to the rights of the Board of Directors in the event the Declaration shall have been filed) belong entirely to Seller and if such proceeds shall be paid to Purchaser, Purchaser shall promptly upon receipt thereof turn same be paid to Purchaser, Purchaser shall promptly upon receipt thereof turn same over to the Seller.

b. If Seller notifies Purchaser that it does not elect to repair or replace any such loss or damage, then this Agreement shall be deemed cancellation and of no further force and effect, and Seller shall refund to Purchaser all monies deposited hereunder, whereupon the parties shall be released and discharged of all claims and obligations hereunder.

11. PURCHASER'S RIGHT TO CANCEL. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

12. MODIFICATIONS: Seller reserves the right to make any modifications or amendments to the Declaration (including Exhibits thereto) prior to the closing of title which do not materially adversely affect the rights for the purchaser hereunder. Without limiting the generality of the foregoing, Seller shall be specifically permitted to record the final as-built surveys of the Condominium. Purchaser's approval of any changes in the prices or terms upon which Seller will sell remaining units shall not be required, and any such changes shall be at the sole discretion of Seller.

13. MAINTENANCE ASSESSMENTS. The Estimated Operating Budget contained in the Condominium Documents to be delivered to Purchaser sets forth the estimated expenses of operating the Condominium Association during the period identified therein and each Unit's share thereof. The Budget is subject to modification at any time and from time to time to reflect changes in estimated expenses. Such modifications shall not affect Purchaser's obligations to purchase in accordance with the terms of this Agreement. Seller shall have no liability in the event actual expenses exceed the estimated expenses set forth in the Estimated Operating Budgets, provided that until the earlier of (i) the date control of the Association is turned over by Seller to the Unit Owners, or (ii) December 31, 1984, Seller hereby guarantees that the monthly assessments imposed for the Unit shall not increase above the sum set forth opposite the Unit in the Budget of the Condominium Association delivered to Purchaser.

14. ENTIRE AGREEMENT; NO REPRESENTATIONS. This Agreement sets forth the entire agreement between the parties superseding any and all prior understandings and agreements; and no oral representations or statements shall be considered a part of this Agreement. This



Agreement may not be subsequently amended or modified except by written agreement of the parties hereto. Purchaser acknowledges that he has not relied on any representatives, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller, the selling agent, or otherwise, except as herein or in the Condominium Documents specifically represented.

15. ASSIGNMENT; BINDING EFFECT; RECORDING. Purchaser shall not assign this Agreement without the prior written consent of Seller, and any purported assignment in violation hereof shall be a default hereunder and voidable at the option of Seller. This Agreement shall be binding on the parties' respective heirs, personal representatives, successors and permitted assigns. This Agreement shall not be recorded and any such recording shall be deemed a default.

16. SELLING AGENT. Purchaser represents to Seller that the only sales agent(s) with whom Purchaser has dealt in connection herewith is the "on premises" sales agent(s) located at the Seller's sales office, and Seller agrees to pay the commission earned by said agent(s), if any, pursuant to separate agreement. Purchaser shall indemnify and hold Seller harmless from the claims of any other real estate agent, broker or finder in connection herewith.

17. NOTICES. Except as provided in paragraph 5 with respect to scheduled closing date, all notices to be given hereunder (including the cancellation notice described in Paragraph 10 hereof) shall be in writing and sent by registered or certified mail, return receipt requested, to the Purchaser at the address inserted on the face of this Agreement, and addressed to the Seller at the address indicated on the signature page hereof, or delivered personally to the sales office. Except as otherwise expressly provided herein, the date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

18. RECEIPT OF OFFERING MATERIALS. The parties acknowledge having executed this Agreement on the date set forth above, and that on or prior to such date, Purchaser received all documents required to be delivered to Purchaser by Florida Statutes Section 718.504, and described on Exhibit B hereto.

19. WARRANTY. All implied warranties of fitness and merchantability for the purposes or uses intended, as imposed by Section 718.203 of the Florida Statutes, are granted by the Seller to Purchaser. These are the sole warranties made by Seller in connection with the Unit and the Common Elements.

20. SURVIVAL. The provisions and disclaimers hereof which are intended to have effect subsequent to closing of title shall survive such closing and deliver of the deed.

21. MISCELLANEOUS PROVISIONS.

a. This Agreement shall constitute Purchaser's subscription to membership in the Condominium Association and his agreement to take subject to and fully perform each of the obligations and responsibilities imposed upon him as a member of the Association as set forth in the documents included in the Prospectus.

b. No lien shall arise as a result of this Agreement on any monies deposited hereunder and this Agreement shall be subject and subordinate to any mortgage now or hereafter placed upon the condominium property by Seller. Seller may record all documents relating to the Condominium property as the Seller deems appropriate.

c. As long as Seller or any nominee of Seller owns any unit in the Condominium, Seller and/or its said nominees shall have the right and privilege to maintain general sales officers in and about the Condominium, including models apartments, and to have its employees present on the premises to show units, use the common elements and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease units, all without charge or contribution; provided, however, that said activities shall be carried on in such a manner as will not unreasonably interfere with the unit owner's enjoyment of their property.

I HEREBY CERTIFY THAT THE ABOVE REPRESENTS A TRUE COPY OF THE ORIGINAL FILED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, THIS 12TH DAY OF APRIL, 1984, AT 10:00 AM.

d. The term "Purchase" shall be read as "Purchasers" if two or more persons are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meaning as in the Declaration.

e. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural (and vice versa), wherever the context so requires.

f. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement, or the intent of any provision hereof.

g. All deposits collected pursuant hereto prior to closing shall be held in escrow with LAMAR, LAMAR & ASSOCIATES, P.A. Escrow account 814 Ponce de Leon Blvd. Miami, Florida 33134 pursuant to an escrow agreement, a copy of which is included in the Condominium Documents delivered to Purchaser. The Purchaser may obtain a receipt for his deposit from the escrow agent upon request. The Purchaser has the right to notify the escrow agent and file a complaint with the Division of Florida Land Sales and Condominiums if there is a dispute between the Developer and the Purchaser as to disposition of the deposits held by the escrow agent. If the Purchaser defaults, the Developer shall receive the deposits and interest earned (if any) thereon. At closing, deposits and interest earned (if any) shall be released to the Developer. If the Purchaser properly terminates this Agreement as provided herein and by law, the deposits will be disbursed within forty-five (45) days of such termination, together with interest earned thereon, if any, less any sums properly retained in accordance herewith.

h. Purchaser acknowledges that members of Seller shall serve as the initial officers and directors of the Condominium Association, and are authorized by Purchaser to act for and on behalf of the Association.

i. If any provision of this Agreement shall be determined to be unenforceable, such determination shall not affect any of the other provisions hereof, all of which other provisions shall remain in full force and effect.

j. Purchaser specifically acknowledges that the primary inducement to purchase is the Unit and not the completion of the common facilities.

k. Prior to substantial completion or construction of units and the common elements, the Purchaser may examine at Seller's offices a copy of the Specifications.

l. In the event of litigation concerning provisions of this Agreement, including but not limited to, the rights of rescission granted hereby, or as a result of applicable law or regulations, the Seller shall be entitled to reasonable attorney's fees and costs (and appellate attorneys' fees and costs) in the event the Seller is the prevailing party.

m. Time shall be of the essence hereof.

n. Unless the context otherwise requires, words used herein shall have the same meaning as specified in the Declaration and the Condominium Act.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as the date first given above.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THE CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY DEVELOPER.

I HEREBY CERTIFY THAT THE ABOVE INCORPORATION IS A TRUE COPY OF THE ORIGINAL, CORRECT AND WAS RECORDED IN THE PUBLIC OFFICE OF RECORDS AND THAT THE PROVISIONS PERTAINING TO THE INCORPORATION HAVE BEEN ACCURATELY REPRODUCED.



124406 532

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Purchaser (SEAL)

As to Purchaser(s) \_\_\_\_\_  
Purchaser (SEAL)

SELLER:

NEW WORLD II, INC.

As to Seller \_\_\_\_\_  
BY \_\_\_\_\_  
Title:

SALESK.T (111,1)

1. VERIFY COPY THAT THE ABOVE INSTRUMENT IS A TRUE COPY OF THE ORIGINAL, AND  
2. VERIFY THAT THE INSTRUMENT IS THE ORIGINAL COPY OF THE INSTRUMENT, AND THAT THE INSTRUMENT  
IS NOT A COPY OF A COPY.

OFF. REC. 12440FG 533

EXHIBIT "I"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
--Escrow Agreement--

LIBRARY COPY NOT FOR CIRCULATION IS A TRIM COPY OF THE ORIGINAL, NOT  
A COPY OF THE ORIGINAL. THE ORIGINAL COPY OF THE ORIGINAL, NOT  
A COPY OF THE ORIGINAL, NOT A COPY OF THE ORIGINAL, NOT A COPY OF THE ORIGINAL.



ESCROW AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 1984  
by and between:

NEW WORLD II INC., hereinafter referred to as "Developer", Party of the First Part, and LAMAR, LAMAR & ASSOCIATES, P.A. a Professional Association organized to the laws of the State of Florida for the practice of law, with legal offices at 814 Ponce de Leon Boulevard, Coral Gables, Florida 33134 hereinafter referred to as "Escrow Agent" as Party of the Second Part.

W I T N E S S E T H :

WHEREAS Developer is creating a Condominium known as NEW WORLD II CONDOMINIUM located in Dade County, Florida, and

WHEREAS Developer intends to enter into contract for the sale and purchase of units in said condominium each of which is hereafter called "Contract".

WHEREAS Developer desires to make arrangements to escrow a portion of the deposit on each Contract in accordance with the provisions of Section 718.202 of the Florida Condominium Act,

WHEREAS Escrow Agent has consented to hold all deposits it receives pursuant to the terms and provisions hereof,

WHEREAS pursuant to Florida Statutes 718.202 (1) a Law Office formed by Lawyers admitted to practice Law in Florida is a qualified Escrow Agent.

NOW THEREFORE, the Escrow Agent and the Developer agree as follows:

1. From time to time Developer will deliver funds to the Escrow Agent which will represent a portion of deposits on Contracts, together with a copy of each executed Reservation Agreement, Deposit Receipt Agreement, and/or Sales Contract.

2. The Escrow Agent shall deposit the deposit monies received hereunder in an escrow or trust account and will not be co-mingled with other escrow or trust account handled by or receive by the Escrow Agent.

3. Escrow Agent shall disburse the Buyer's deposit escrowed hereunder in accordance with the following:

a) To Buyer upon his request during the period the Sales Contract is not binding.

b) To the Buyer within five (5) days after receipt of the Developer's written certification that the Buyer has properly terminated his contract.

c) To the Developer within five (5) days after the receipt of the Developer's written certification that the Buyer's contract has been terminated by reason of said Buyer's failure to cure a default in performance of Buyer's obligations thereunder.

I HEREBY CERTIFY THAT THE ABOVE ACCURATELY REPRESENTS A TRUE COPY OF THE ORIGINAL, WHICH WAS FILED IN THE PUBLIC OFFICE OF DALLAS, TEXAS, ON \_\_\_\_\_, 1984.





EXHIBIT "J"  
TO THE DECLARATION OF CONDOMINIUM  
OF  
NEW WORLD II CONDOMINIUM  
--Warranty Deed--

1. I hereby certify that the above is a true and correct copy of the original as  
it appears in the records of the County of ... and that the same is  
correctly and fully indexed and recorded in the office of the  
Recorder of Deeds for the County of ...

WARRANTY DEED

WARRANTY DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, between NEW WORLD II INC., a Florida Corporation, hereinafter called Grantor, and

whose mailing address is:

hereinafter referred to as Grantee.

WITNESSETH;

That the Grantors, for and in consideration of the sum of Ten(\$10.00) Dollars to it in hand paid by the Grantee, the receipt thereof is hereby acknowledged, have granted, bargained and sold to the Grantee, his heirs and assigns forever, the following described condominium unit, lying and being in Dade County, Florida to-wit:

Unit. No. \_\_\_\_\_, of NEW WORLD II CONDOMINIUM, a condominium according to the Declaration of Condominium filed \_\_\_\_\_ under Clerk's File No. \_\_\_\_\_

\_\_\_\_\_ in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ of the Public Records of Dade County, Florida, together with an undivided interest in the Common Elements of said Condominium as stated in the Declaration of Condominium.

Subject to the Following:

1. Real estate taxes and assessments for the present year and subsequent years.
2. Covenants, conditions, restrictions, liens, terms and other provisions set for the in the Declaration of Condominium referred to above and each Exhibit attached thereto, and all other covenants, restrictions and easements of record.
3. Existing zoning ordinances.
4. All Florida laws relating to Condominiums.

And Grantor does hereby fully warrants title to said unit and will defend same against the lawful claims of all persons whomsoever.

Grantee, by acceptance and recordation of this Deed, expressly and specifically accepts, covenants and agrees to be bound by and to assume performance of all of the applicable provisions and requirements set forth in the Declaration of Condominium referred to above, including all Exhibits annexed to the Declarations, which provisions and requirements are acknowledged to be reasonable, and all of which are incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed the day and year first above written.

NEW WORLD II, INC.

By: \_\_\_\_\_  
ERELIO PENA President

ATTEST: \_\_\_\_\_  
ANTHONY C. RIVAS Secretary



LEGALLY CERTIFY THAT THE ABOVE REPRESENTATION IS A TRUE COPY OF THE ORIGINAL COPY MADE AND HAS BEEN FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF DADE, FLORIDA, AND THAT THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM REFERRED TO ARE INCORPORATED BY REFERENCE INTO THIS DEED.



STATE OF FLORIDA

OFF. REC. 12440 PG. 538

SS

COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared ERELIO PENA, as President and ANTHONY C. RIVAS as Secretary of NEW WORLD II INC., a Florida Corporation, and acknowledged before me that they executed the foregoing instrument in such a character and that they executed the same as representative and on behalf of R.F.L. INVESTMENTS, INC., a Florida Corporation.

WITNESS my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 198\_.

-----  
NOTARY PUBLIC, State of Florida

My Commision Expires:

This instrument was prepared by:  
MARIO A. LAMAR ESQ.  
814 Ponce de Leon Blvd.  
Coral Gables, Florida 33134

EXHIBIT "K"

TO THE DECLARATION OF CONDOMINIUM

OF

NEW WORLD II CONDOMINIUM

--Receipt of Condominium Documents--



NEW WORLD CONDOMINIUM

RECEIPT OF CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items checked below, as required by the Condominium Act, relating to the aforementioned Condominium.

Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

PROSPECTUS	_____	N/A
DECLARATION OF CONDOMINIUM	_____	
ARTICLES OF INCORPORATION	_____	
BY-LAWS	_____	
ESTIMATED OPERATING BUDGET	_____	
FORM OF AGREEMENT FOR SALE OR LEASE	_____	
CONVENANTS AND RESTRICTIONS	_____	N/A
GROUND LEASE	_____	N/A
MANAGEMENT AND MAINTENANCE CONTRACTS FOR MORE THAN ONE YEAR	_____	N/A
RENEWABLE MANAGEMENT CONTRACTS	_____	N/A
LEASE OF RECREATIONAL AND OTHER FACILITIES TO BE USED EXCLUSIVELY BY UNIT OWNERS OF SUBJECT CONDOMINIUM.	_____	N/A
FORM OF UNIT LEASE IF A LEASEHOLD	_____	N/A
DECLARATION OF SERVITUDE	_____	N/A
STATEMENT OF CONVERSION	_____	N/A
PLOT PLAN	_____	
FLOOR PLAN	_____	
SURVEY OF LAND AND GRAPHIC DESCRIPTION OF IMPROVEMENTS	_____	
RULES AND REGULATIONS	_____	
SCHEDULE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS	_____	
ANNUAL AND MONTHLY COMMON EXPENSES ASSESSMENTS	_____	
RESERVATION AGREEMENT	_____	
CONTRACT FOR SALE AND PURCHASE	_____	
ESCROW AGREEMENT	_____	
WARRANTY DEED	_____	

CLERK NOTE:  
 FOR CONDOMINIUM PLANS SEE OFFICIAL  
 RECORDS CONDOMINIUM PLANS BK. 176 PAGE 26

RICHARD P. BRINKER, CLERK  
 CIRCUIT & COUNTY COURT

BY *Christine Catey*

I HEREBY CERTIFY THAT THE ABOVE ACKNOWLEDGMENT IS A TRUE COPY OF THE ORIGINAL RECEIPT AND HAS BEEN FILED IN THE OFFICE OF THE CLERK OF CIRCUIT AND COUNTY COURT, JACKSONVILLE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

PURCHASERS:

RECEIVED IN OFFICE, RETURNED WITH  
 TO THE COURT, PLEASE  
 RETURN TO:

**RICHARD P. BRINKER**  
 CLERK CIRCUIT COURT