

77-261292

HOLIDAY PARK CONDOMINIUM NO. I

A CONDOMINIUM

DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP

D E C L A R A T I O N

CONDOMINIUM OF HOLIDAY PARK, LTD., a Florida limited partnership, hereinafter referred to as "Developer", being the owner of record of the fee simple title to the following described property, situate, lying and being in the County of Broward and State of Florida:

A portion of the S 3/4 of the S 1/2 of the SE 1/4 of the SE 1/4 of Section 13, Township 51 South, Range 41 East, Broward County, Florida, described as follows:

Commencing at the southeast corner of said Section 13, run northerly along the east line of Section 13 a distance of 35.03 feet; thence westerly parallel with and 35 feet north of the south line of Section 13, a distance of 484.76 feet to a point of beginning; thence northerly, parallel with the east line of Section 13, a distance of 482.19 feet to the south line of Block 2 of "HILLSIDE PARK", as recorded in Plat Book 38, page 20, of the Public Records of Broward County, Florida; thence westerly along the south line of said Block 2, a distance of 465 feet; thence southerly at a right angle to the last described course 479.58 feet to a point 35 feet north of the south line of said Section 13; thence easterly 483.95 feet to the point of beginning, containing 5.2357 acres,

HEREBY STATES and DECLARES that said realty, together with the improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, Florida Statutes, Chapter 718, (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby included herein and incorporated by reference. Developer does herewith file for record this Declaration of Condominium, said Condominium to be known as HOLIDAY PARK CONDOMINIUM NO. I, hereinafter referred to as the "Condominium".

ARTICLE I - DEVELOPMENT PLAN: HOLIDAY PARK CONDOMINIUM NO. I

1. IMPROVEMENTS ON CONDOMINIUM PROPERTY. The Condominium shall consist of five (5) apartment buildings, containing a total of one hundred (100) apartment units, and the facilities appurtenant thereto as constructed and installed by the Developer, which shall include a recreational building and attendant recreational facilities.

2. PLOT PLAN AND SURVEY. A plot plan, legal description, survey and certificate of surveyor of the lands comprising the condominium and locating the improvements constructed thereon is attached hereto as pages 2, 3 and 4 of Exhibit B. The common elements are comprised of the entire condominium property less the apartment units as hereinafter defined.

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2631 E. Oakland Pk Blvd 211
Tampa, Florida, 33639

3. PLANS. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by James Evans Associates, Architects, a portion of which plans are included as pages 3 through 15, inclusive of Exhibit B.

4. AMENDMENT OF PLANS.

a. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one (1) unit is concerned, the Developer shall apportion between the units the share of the common elements appurtenant to the units concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer, need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units or of the Condominium, whether or not elsewhere required for an amendment.

~~THE HOLIDAY PARK CONDOMINIUM~~
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ARTICLE II - DEVELOPMENT PLAN: HOLIDAY PARK CONDOMINIUMS

1. HOLIDAY PARK CONDOMINIUMS AND MASTER ASSOCIATION. The Condominium property, together with the improvements thereon, which have been constructed by the Developer, is one of several parcels contemplated to be developed and improved by Developer, its successors or assigns, as separate condominiums pursuant to a common plan on the lands more fully described in Exhibit A attached hereto, which condominiums shall be collectively referred to as HOLIDAY PARK CONDOMINIUMS. The total number of condominium units, if constructed on the lands described on Exhibit A, shall not exceed 352 units. Each parcel submitted to condominium form of ownership shall constitute a separate condominium property, which shall be operated and governed by a separate condominium association. Each condominium association shall be a member of the HOLIDAY PARK CONDOMINIUMS MASTER ASSOCIATION, INC., herein referred to as the "Master Association". HOLIDAY PARK CONDOMINIUM NO. I ASSOCIATION, INC., being the association responsible for the operation of this condominium, does hereby accept its membership in the Master Association, subject to all provisions of the Articles of Incorporation, By-Laws and all actions duly promulgated by the Board of Directors of the Master Association. The Board of Directors of HOLIDAY PARK CONDOMINIUM NO. I ASSOCIATION, INC., shall designate a person or firm for the purpose of representation at the membership meetings of the Master Association. The condominium and HOLIDAY PARK CONDOMINIUM NO. I ASSOCIATION, INC., shall be bound by the actions duly promulgated by the members and Board of Directors of the Master Association. Nothing herein contained shall limit the power of HOLIDAY PARK CONDOMINIUM NO. I ASSOCIATION, INC., to become and continue to be a member of, or deal with, any association, corporation or other entity, as may be provided in the Articles of Incorporation of HOLIDAY PARK CONDOMINIUM NO. I ASSOCIATION, INC.

2. ROLE OF MASTER ASSOCIATION. The Maintenance, management and operation of various properties facilities and services throughout the HOLIDAY PARK CONDOMINIUMS, are and/or shall be of common interest and concern to the owners within "the condominium" as well as to owners within other condominiums established and/or to be established

within said properties. Therefore, Apartment Dwelling Units and the owners thereof within "the condominium" shall be charged with a proportionate share of the cost and expense thereof, as such share is specified in the Declaration of Condominium, notwithstanding the fact that such properties, facilities and/or services may be located and/or rendered outside the condominium. The properties, facilities and services are by way of illustration, and not in limitation thereof: The maintenance and upkeep of roadways; all easements for private accessways; lighting appurtenant thereto; landscaping and amenities therein; recreational areas; the security services and systems; personnel which may, from time to time, be employed by the Master Association; the mechanical and electronic devices utilized and incorporated therewith; the pumps and other equipment utilized in connection with the irrigation system; and the drainage system and appurtenances thereto serving part or all of the HOLIDAY PARK CONDOMINIUMS. All such costs and other costs and expenses as may be within the sole discretion of the Master Association thus designated, shall be apportioned to all the condominiums established under the common plan by Developer, its successors or assigns, and, as apportioned, shall be assumed and paid by the owners of each unit as a common expense. The Master Association's allocation of said costs to each condominium shall be computed by multiplying all such costs by a fraction, the numerator of which shall be the square footage of living area including balconies and terraces if designated limited common elements within each respective condominium, and the denominator shall be the total square footage of all living area including said balconies and terraces of all condominiums theretofore completed and administered by the Association. The allocation to each condominium and to each unit and the owner thereof, shall be made solely by the Master Association and shall be final and binding upon all concerned parties.

3. DISCLAIMER OF DEVELOPER. REFERENCE HEREIN TO PROPERTIES WITHIN HOLIDAY PARK CONDOMINIUMS, OTHER THAN THE PROPERTY BEING SUBMITTED TO CONDOMINIUM OWNERSHIP BY THIS DECLARATION, SHALL NOT CREATE ANY RIGHT, TITLE OR INTEREST THEREIN OR CONSTITUTE CONSTRUCTIVE NOTICE THEREOF OF ANY RIGHT, TITLE OR INTEREST BY ANY PERSONS CLAIMING BY, THROUGH, UNDER OR AGAINST DEVELOPER UNLESS AND UNTIL SAID ADDITIONAL PROPERTY OR ANY PORTION THEREOF, IS SUBMITTED TO CONDOMINIUM OWNERSHIP, ACQUIRED BY THE ASSOCIATION, OR MADE AVAILABLE FOR THE CONDOMINIUM OWNER'S USE BY THE DEVELOPER. NOTHING HEREIN CONTAINED SHALL IMPOSE UPON DEVELOPER, ITS SUCCESSORS OR ASSIGNS, AN OBLIGATION OR COMMITMENT TO DEVELOP, CONSTRUCT AND DECLARE ANY ADDITIONAL CONDOMINIUMS. DEVELOPER, AT ITS SOLE OPTION MAY, AT ANY TIME, CONSTRUCT SEPARATE AND INDEPENDENT IMPROVEMENTS ON SAID PROPERTIES.

ARTICLE III - DEFINITIONS

As used herein or elsewhere in the condominium documents, unless otherwise provided or unless the context requires otherwise, the following terms shall be defined in this Article as provided:

1. **ASSESSMENT.** 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.
2. **ASSOCIATION.** HOLIDAY PARK CONDOMINIUM NO. I ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns, being the entity responsible for the operation of the condominium.
3. **COMMON ELEMENTS.** Common elements shall mean and comprise all of the condominium property not included within the units.

4. COMMON EXPENSES. Common expenses mean all expenses and assessments properly incurred by the Association for the condominium.

5. COMMON SURPLUS. Common surplus shall be 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.

6. CONDOMINIUM. Condominium means that form of ownership of real property which is created pursuant to the provisions of this Declaration 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.

7. CONDOMINIUM PARCEL. Condominium parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

8. CONDOMINIUM PROPERTY. Condominium property means the lands, leaseholds and personal property that are subjected to condominium ownership whether or not contiguous and all improvements thereon, and all easements and rights apportioned thereto, intended for use in connection with the condominium.

9. DEVELOPER. Developer is CONDOMINIUM OF HOLIDAY PARK, LTD., a Florida Limited Partnership, its successors or assigns.

10. INSTITUTIONAL FIRST MORTGAGEE. The Florida National Bank And Trust Company At Miami, a National banking association, and/or their successors and assigns.

11. INSTITUTIONAL MORTGAGEE. The owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, insurance company, federal or state savings and loan association, a service corporation owned or owned in part by a federal or state savings and loan association or bank, a real estate or mortgage investment trust, a mortgage company licensed to do business in the State of Florida, a union pension fund, any agency of the United States Government or a lender generally recognized in the community as as institutional-type lender.

12. LIMITED COMMON ELEMENTS. Limited common elements means and includes those common elements which are reserved for the use of certain units, to the exclusion of all other units.

13. MASTER ASSOCIATION. HOLIDAY PARK CONDOMINIUMS MASTER ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.

14. PERSON. Any individual, firm or corporation, trustee, partnership or limited partnership, or other entity capable of holding title to real property.

15. UNIT. Unit means a part of the condominium property which is subject to exclusive ownership. Unit is synonymous with condominium unit, dwelling unit, apartment and apartment unit.

16. UNIT OWNER OR OWNER OF A UNIT. Unit owner or owner of a unit means the owner of a condominium parcel. Unit owner or owner of a unit is synonymous with apartment unit owner and apartment owner.

ARTICLE IV - COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. RULES AND REGULATIONS PERTAINING TO USE OF COMMON ELEMENTS PROMULGATED BY THE ASSOCIATION. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as, from time to time, may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation to promulgate rules and regulations limiting the use of the common elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by an apartment owner and his guests, for specific occasions, of the said facilities. Such use may be conditioned upon, among other things, the payment by the apartment owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

2. MANAGEMENT BY THE ASSOCIATION. Maintenance, repair, management and operation of common elements and condominium property, shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Article, and as are approved by the Board of Directors of the Association.

3. ALTERATIONS AND IMPROVEMENTS. The Association, for the benefit of the apartment owners of the condominium, shall have the right to make or cause to be made material alterations or improvements or substantial additions to the common elements, not in the nature of maintenance and repairs, provided the making of such material alterations or improvements or substantial additions are first approved by the Board of Directors of the Association, and ratified by the affirmative vote of not less than seventy-five per cent (75%) of the apartment owners of this condominium present at any regular or special meeting of the unit owners called for that purpose; provided the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. Where there are material alterations or substantial additions to the common elements or limited common elements, at a cost to be borne by all apartment owners within the condominium, the approval of owners of all Institutional Mortgages encumbering condominium parcels in this condominium shall also be required.

4. SHARE OF APARTMENT OWNERS. The shares of the apartment owners in the common elements and limited common elements shall be as stated in Exhibit C, annexed hereto. The common expenses of the condominium, including the obligation of each owner to pay the established portion of expenses involving the common elements and limited common elements, shall be paid by the apartment owner in accordance with the percentages set forth in Exhibit C. Any common surplus of the Association shall be owned by each of the apartment owners in accordance with the percentages described in Exhibit C, and attributed to the respective apartment owner's share in the common expenses and common surplus.

5. LIMITED COMMON ELEMENTS. The limited common elements and the units to which they are appurtenant are as follows:

a. The common elements include parking areas for automobiles for the apartment owners. Parking will be available for use pursuant to the rules and regulations of the Association, which rules and regulations shall provide that the owners of each apartment shall be entitled to one parking space. The parking areas will initially be assigned by the Developer, and once assigned, such parking spaces may not thereafter be separately assigned, conveyed, hypothecated, transferred, encumbered

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or otherwise dealt with and the right to use thereof shall be assigned simultaneously with the conveyance of title to the apartment to which they are appurtenant. Once a parking space has been assigned to an apartment, it shall thereafter constitute a limited common element. All unassigned parking spaces shall constitute common elements.

b. All terraces and balconies described on the plans and specifications prepared by James Evans Associates, Architects, a portion of which plans are attached here-to as Exhibit B.

ARTICLE V - USE RESTRICTIONS

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

1. RESIDENTIAL USE. The condominium units shall be used for single-family residences only.

2. CHILDREN. Children under the age of 15 years shall not be permitted as permanent residents by may reside with a unit owner for a period not to exceed a total of forty-five (45) days in each calendar year.

3. PETS. Pets may be kept upon the condominium property, but shall be so kept subject to the rules and regulations adopted by the Association. No pets may be kept, bred or maintained for any commercial purpose. Any pet that shall cause or create a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice by the Association. If a condominium unit owner shall fail to cause an objectional pet to be removed from the premises upon such request, the owner there-of shall be liable for court costs, attorneys' fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets and/or rules and regulations hereinafter concerning same.

4. USE OF COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended.

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

6. USE OF CONDOMINIUM PROPERTY. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property, shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subject to such requirements.

7. REGULATIONS. Regulations concerning the use of the property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each apartment owner prior to the time that the same become effective.

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ARTICLE VI - MAINTENANCE AND REPAIR OF APARTMENTS.

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

- a. All portions of the apartment which contribute to the support of the building, excluding, however, finished interior walls, ceilings and floor surfaces, and including without intending to limit the same, to the outside walls of the building and attachments thereto, structural slabs, roof, exterior boundary walls of apartments and load-bearing columns;
- b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the apartments, but excluding therefrom appliances and plumbing fixtures;
- c. All incidental damage caused to an apartment unit by such work as may be done or caused to be done by the Association in accordance herewith.

2. BY THE APARTMENT OWNER. The responsibility of the apartment unit owner shall be as follows:

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- a. To maintain, repair and replace at his expense all portions of the apartment, including windows, apartment doors and porch screens; and to maintain and repair the fixtures and equipment applicable to his unit, which includes but is not limited to the following where applicable: Air conditioning and heating units, including condenser and all appurtenances thereto and wherever situate, refrigerators, stoves, fans, hot water heaters, dishwashers, disposals, washing machines and dryers, and all electrical and plumbing fixtures and equipment within the unit and appurtenant thereto;
- b. To perform his responsibilities in such manner so as not to unreasonably disturb other persons residing within the condominium.
- c. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the apartment unit, unless the written consent of the Association is obtained;
- d. To promptly report to the Association or its agent, any defect or need for repairs, the responsibility for the remedying of which is with the Association;
- e. Not to make any alterations in the portions of the apartment unit or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of the Association, nor shall any apartment owner impair any easement without first obtaining the written consent of the Association and of the unit owner for whose benefit such easement exists.
- f. The unit owner shall not change the outside of any porch, terrace or veranda, notwithstanding said veranda, terrace or porch may be a part of the apartment or a limited common element appurtenant to the said apartment, without the express approval of the Board of Directors of the Association.

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3. LIABILITY OF THE ASSOCIATION. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, and the Association's liability shall be limited to damage resulting from negligence.

ARTICLE VII - APARTMENT UNITS SHALL BE CONSTRUED AS FOLLOWS:

1. REAL PROPERTY. Each apartment unit together with the space within it as shown on the plans, and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration.

2. BOUNDRARIES. Each apartment unit shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

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

(1) Upper boundary: The horizontal plane of the undecorated finished ceiling.

(2) Lower boundary: The horizontal plane of the undecorated finished floor.

b. Perimetrical Boundaries. The perimetrical boundaries of the apartment unit shall be the vertical plane of the undecorated finished interior of the walls bounding the apartment unit extended to intersections with each other and with the upper and lower boundaries.

c. Boundaries - Further Defined: The boundaries of the apartment shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each apartment and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for the utility services or to other apartments and/or for common elements.

d. Florida Rooms. An apartment shall include, where applicable, as indicated upon Exhibit B, a Florida Room, the boundaries of which shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be screening or railing, then the apartment unit shall include the screening and/or railing and the boundary shall be the exterior surface of the frame of the screening and/or the exterior surface of the railing, except those between apartments which shall be treated the same as perimeter walls as provided for in "c" above. All other boundaries shall be as depicted upon Exhibit B.

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3. TYPICAL UNIT PLAN. There are five (5) typical unit floor plans which are designated by the letters A, B, C, D, and E. The correlation of the floor plans to the unit numbers is as follows:

<u>FLOOR PLAN</u>	<u>APARTMENT UNIT NUMBERS</u>
A (Studio)	1L, 1U, 2L, 2U, 49L, 49U, 50L, 50U
B (1 Bed - 1 Bath)	9L, 9U, 10L, 10U, 11L, 11U, 12L, 12U, 13L, 13U, 14L, 14U, 15L, 15U, 16L, 16U, 19L, 19U, 20L, 20U, 21L, 21U, 22L, 22U, 23L, 23U, 24L, 24U, 29L, 29U, 30L, 30U, 31L, 31U, 32L, 32U, 37L, 37U, 38L, 38U, 39L, 39U, 40L, 40U, 41L, 41U, 42L, 42U,
C (2 Bed - 1 Bath)	3L, 3U, 4L, 4U, 47L, 47U, 48L, 48U,
D (2 Bed - 2 Bath)	5L, 6L, 7L, 8L, 17L, 18L, 25L, 26L, 27L, 28L, 33L, 34L, 35L, 36L, 43L, 44L, 45L, 46L,
E (2 Bed - 2 Bath - Florida Room)	5U, 6U, 7U, 8U, 17U, 18U, 25U, 26U, 27U, 28U, 33U, 34U, 35U, 36U, 43U, 44U, 45U, 46U

4. APPURTENCES. Each apartment unit shall include and the same shall pass with each apartment unit as an inseparable appurtenance thereto, whether or not separately described, conveyed, or encumbered, all of the rights, title and interest of an apartment unit owner in the property, which shall include, but not be limited to the following:

- a. An undivided share of the common elements and limited common elements, such undivided share to be that portion as set forth in Exhibit C.
- b. Limited common elements reserved for the use of said apartment unit.
- c. Association membership funds and common surplus held by the Association for the benefit of the apartment unit owners.
- d. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of the unit owners of the apartment units and all members of the Association.
- e. In addition to and not in derogation of the ownership of the space described on the survey, an exclusive easement for the use of the space occupied by the apartment unit owner and which is occupied by the apartment unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenantable.
- f. The following are easements from each apartment unit owner to each other apartment unit owner and to the Association and to the members of the Association:

- (1) Ingress and Egress: Easement through the common elements and condominium property for ingress and egress for all persons making use of such common elements and condominium property in accordance with the terms of the condominium documents.
- (2) Maintenance, Repair and Replacement: Easements through the apartment units and common elements, and condominium property for maintenance, repair and replacement of the apartments and properties. Use of these easements shall be limited to reasonable

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hours, except that access may be had at any time in case of an emergency.

(3) Structural Support: Every portion of an apartment unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

(4) Utilities: Easements through the apartment units and common elements and condominium property for all facilities for the furnishing of utility services within the buildings and property, which facilities shall include, but not be limited to, conduits, ducts, plumbing and wiring; provided however, that the easements for such facilities through an apartment unit shall only be substantially in accordance with the plans and specifications of the buildings or as buildings were first constructed.

(5) Emergency Easement of Ingress and Egress: Easements over all walkways whenever reasonably required for emergency ingress and egress. No apartment unit owner shall install any lock, security device or other thing which will or might impair such easements.

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ARTICLE VIII - MAINTENANCE OF COMMUNITY INTEREST

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions or any of them so long as the condominium exists and the apartment buildings, in useful condition, exist upon the land, which provisions each apartment unit owner covenants to observe.

1. TRANSFER SUBJECT TO APPROVAL.

a. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner within this condominium.

b. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association, except to an apartment owner within this condominium.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

e. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

2. APPROVAL BY ASSOCIATION. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest

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therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee, as Association may reasonably require, as well as an executed copy of the proposed lease.

(3) Gift; devise; inheritance; other transfers: An apartment owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay to the Association the sum of \$50.00 to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of notice and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary or by the Vice-President and Secretary having the corporate seal affixed, in recordable form, and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a cert-

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ificate executed by the President or Vice President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessor or shall be recorded in the Public Records of Broward County, Florida, at the expense of the lessee.

(3) Gift, devise or inheritance; other transfer. If the apartment unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President or Vice President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

c. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association.

3. DISAPPROVAL BY THE ASSOCIATION. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or cashier's check.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later, subject, however, to the other terms and conditions of the purchase agreement, if applicable.

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(4) A certificate of the Association executed by its President and Secretary or by its Vice-President and Secretary, and having the corporate seal affixed approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided above, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise; inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sales price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, or when such agreement is not reached, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or cashier's check.

(3) The sale shall close within ten (10) days following the determination of the sales price.

(4) A certificate of the Association, executed by its President and Secretary, or by its Vice-President and Secretary, having its corporate seal affixed and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his

agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

4. **MORTGAGE.** A unit owner may not mortgage his unit or any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association and said approval shall be, if granted, prepared in recordable form, executed by the President or Vice President and Secretary of the Association. Provided however, where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

5. **EXCEPTIONS.** The foregoing provisions of this section entitled "Maintenance of Community Interest" shall not apply to a transfer to or purchase by an institutional mortgagee, as hereinbefore defined, which acquired title as a result of owning a mortgage upon the apartment concerned. This shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Neither shall such provisions apply to a transfer, sale or lease by an institutional mortgagee which so acquires its title; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as, but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the sale or lease of any apartment unit by the Developer, its successors or assigns.

6. **UNAUTHORIZED TRANSACTIONS.** Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Association.

7. **NOTICE - LIEN OR SUIT.**

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

b. **Notice of Suit.** An apartment owner shall give notice to the Association of every suit or other proceedings which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

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

8. **PURCHASE OF APARTMENTS BY ASSOCIATION.** The Association shall have the power to purchase apartments, subject to the following provisions:

a. **Decision.** The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership, except as hereinafter provided.

b. **Limitation.** If at any one time the Association be the owner or agreed purchaser of two (2) or more apartments, it may not purchase any additional apartment without the prior written approval of seventy-five per cent (75%) of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed

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purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

9. RIGHTS OF DEVELOPER. Notwithstanding anything herein to the contrary, until the Developer has sold all of the apartments within this condominium, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

ARTICLE IX - DEVELOPER'S UNITS AND PRIVILEGES.

1. RIGHTS OF DEVELOPER. The Developer, at the time of the filing of this Declaration is the owner of all of the real property, individual apartment units and all appurtenances comprising this condominium. The Developer, therefore, until all of the apartments in this condominium have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale or lease of apartment units, including but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show apartments.

2. NO AMENDMENT WITHOUT CONSENT OF DEVELOPER. Notwithstanding anything herein to the contrary, the provisions of this Article shall not be subject to any amendment until the Developer has sold all of the apartments in this condominium.

ARTICLE X - ADMINISTRATION

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

1. INCORPORATION OF ASSOCIATION. The Association shall be incorporated under the name of HOLIDAY PARK CONDOMINIUM NO. I ASSOCIATION, INC., as a corporation not for profit under the laws of the State of Florida, under Articles of Incorporation, a copy of which is attached hereto as Exhibit D.

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

3. DUTIES AND POWERS OF ASSOCIATION. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail, and the apartment unit owners covenant to vote and approve such amendments to the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws, and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this

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Declaration shall be so exercised, except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws. In the administration of the operation and management of the condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner provided herein, and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium.

4. NOTICE. Notices or demands for any purpose shall be given by the Association to apartment unit owners and by apartment unit owners to the Association and other apartment unit owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

5. FUNDS AND PROPERTIES OF THE ASSOCIATION. All funds and titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Association members for the purposes herein stated.

6. OTHER INCOME OF THE ASSOCIATION. All income received by the Association from the rental or licensing of any part of the common elements (as well as such income anticipated) shall be used for the purpose of reducing prospective common expenses prior to establishing the annual assessment for common expenses.

THE DOCUMENT IS AN OFFICIAL COPY

The insurance which will be carried upon the condominium property shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE. All insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the apartment unit owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of mortgagee endorsements and certificates to the holders of first mortgages on the apartments, or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against apartment unit owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. APARTMENT UNIT OWNERS. Each apartment unit owner may obtain insurance at his own expense affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver or subrogation as that referred to in this Article (if the same is available) and must be obtained from an insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.

3. COVERAGE.

a. The buildings and all improvements upon the condominium property and all personal property included therein, except the personal property as may be owned by the apartment unit owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundation) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

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

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

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

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

d. All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

4. PREMIUM. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a common expense.

5. INSURANCE TRUSTEE. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their respective mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to ATLANTIC NATIONAL BANK OF WEST HOLLYWOOD, as Trustee, its successors and assigns, including any bank in Florida with trust powers. Such Trustee, or its successors and assigns, including any bank acting as such, is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the apartment unit owners and their respective mortgagees in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

a. Common Elements. Proceeds on account of damage to Common Elements - that undivided share for each apartment owner and his mortgagee, if any, which is set forth in Exhibit C attached hereto and made a part hereof.

b. Apartments. Proceeds on account of apartments shall be held in the following undivided shares:

(1) Partial destruction when the building is to be restored - for the unit owners of damaged apartments in proportion to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each apartment owner shall be bound by and the Insurance Trustee may rely upon such certification.

(2) Total destruction of the building(s) where the building(s) is/are not to be restored - for all

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apartment unit owners of the destroyed building(s) as their beneficial interests may appear and as shall be equitable.

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

6. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners after first paying or making provisions for the payment of the expenses of the Insurance Trustee in the following manner:

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

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

c. Certificate. In making distribution to apartment unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the apartment unit owners and their respective shares of the distribution approved in writing by an attorney authorized to practice law in the State of Florida, a title insurance company, or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

ARTICLE XII - RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. DAMAGE TO CONDOMINIUM PROPERTY. If any part of the condominium property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

a. Partial Destruction. Which shall be deemed to mean destruction which does not render seventy-five per cent (75%) or more of the apartment units within this condominium untenantable - shall be reconstructed or repaired.

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b. Total Destruction. Which shall be deemed to mean destruction which does render seventy-five per cent (75%) or more of the apartments within this condominium untenantable - shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, apartment unit owners who in the aggregate own eighty per cent (80%) or more of the shares within this condominium vote in favor of such reconstruction or repair.

c. RECONSTRUCTION. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications.

d. ENCROACHMENTS. Encroachments upon or in favor of apartment units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for a proceeding or action by the apartment unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

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

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

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

b. Assessments. If the proceeds of insurance are not sufficient to defray estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), assessments shall be made against apartment unit owners who own the damaged property and against all apartment unit owners within this condominium, in case of damage to common elements in sufficient amounts to provide funds to pay estimated costs. If at any time during reconstruction or repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment unit owners within this condominium in case of damage to common elements in sufficient amounts to provide funds for payment of such costs. Such assessments against apartment unit owners for damage to apartment units shall

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be in proportion to the cost of reconstruction or repair of their respective apartment units. Such assessments on account of damage to common elements shall be in proportion to the unit owner's share in the common elements.

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

(1) Association. If the amount of the estimated costs of reconstruction or repair exceeds \$5,000.00, then the sums paid and assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold sums paid and assessments and disburse same in payment of costs of reconstruction or repair.

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

(a) Apartment Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with the apartment unit owner, to such contractors, suppliers and personnel as do the work, supply materials or services required for such reconstruction or repair, in such amounts and at such times as the apartment unit owner may direct, or, if there is a mortgagee endorsement, then to such payees as the apartment unit owner and mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the apartment unit owner to make such reconstruction or repair.

(b) Association - Lesser Damage. If the amount of the estimated costs of reconstruction or repairs, which is the responsibility of the Association, is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided for construction or repair of major damage.

(c) Association - Major Damage. If the amount of estimated costs of reconstruction or repair of the building(s) or other improvements, which is the responsibility of the Association, is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the

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manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in the State of Florida, and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; if there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the apartment unit owners of this condominium who are the beneficial owners of the fund.

(e) Application of Insurance Proceeds. When the damage is to both common elements and apartment units, the insurance proceeds shall be applied first to the costs of repairing the common elements and the balance to the apartment units in the shares above stated.

d. Insurance Adjustments. Each apartment unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one apartment.

e. Insurance Approval. Notwithstanding any of the aforementioned clauses under Articles XI and XII, the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering an apartment unit of this condominium, shall have the right to approve the policy and the company or companies who are the insurers under the insurance for fire and extended coverage placed by the Association as herein provided and the amount hereof. In addition thereto, the aforesaid Institutional First Mortgagee owning and holding the first recorded mortgage shall, in the event of damage, whether lesser damage or major damage as herein set forth, have the right to require the Association to obtain a completion, performance and payment bond in such sum and in such amount and with a bonding company authorized to do business in the State of Florida, as are acceptable to said mortgagee; to require from all contractors, subcontractors and materialmen repairing said damaged property to deliver paid bills and waivers of mechanics' liens to the Association and said mortgagee; and to require such affidavits to be executed by said mechanics as are required by law or by the Association, the aforesaid mortgagee, and the Insurance Trustee. The rights hereinabove given to the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall continue so long as it owns and holds any mortgage encumbering a condominium unit within this condominium and thereafter said right shall pass to the Institutional First Mortgagee holding the highest dollar amount of indebtedness against the condominium units within this condominium.

ARTICLE XIII - ASSESSMENTS

Assessments against the apartment unit owners shall be made or approved by the Board of Directors of the Association and paid

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by the apartment unit owners to the Association in accordance with the following provisions:

1. SHARE OF EXPENSES. Each apartment unit owner shall be liable for his share of the common expenses as set forth in Exhibit C.

2. ASSESSMENTS OTHER THAN COMMON EXPENSES. Any assessments, made by the Association or the Master Association, the authority to levy which is granted the Association or its Board of Directors by the condominium documents, shall be paid by the apartment unit owners to the Association in the proportions set forth in this Declaration.

3. ACCOUNTS. All sums collected by the Association from assessments, may be co-mingled in a single fund, but they shall be held for the apartment unit owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

a. Common Expenses Account - to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of the common elements.

b. Alteration and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments.

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

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

e. Master Association Account - to which shall be credited all sums assessed this Association by the Master Association for the purposes set forth in Article II of this Declaration.

4. ASSESSMENTS FOR COMMON EXPENSES. Assessments for common expenses shall be made annually by the Board of Directors of the Association, and at such additional times as in the judgment of the Board of Directors are required for the proper management, maintenance and operation of the Association. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments on the first day of each month, or as set by the Association's Board of Directors, but in no event less than quarter-annually. The total of the assessments shall be in the amount of the estimated common expenses for a year, including a reasonable allowance for contingencies and reserves, less the amounts of unused common expense account balances, and less the estimated payments to the Association for defraying the costs of the use of common elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

5. OTHER ASSESSMENTS. Other assessments shall be made in accordance with the provisions of the condominium documents, and if the time of payment is not set forth in the condominium documents, the same shall be determined by the Board of Directors of the Association.

6. ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses or emergencies which cannot be paid from the common expense account, shall be made only by the Board of Directors of the Association.

7. ASSESSMENTS FOR LIENS. All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or upon any portion of the common elements, or property owned by the Association, shall be

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paid by the Association as a common expense, and shall be assessed against the apartments in accordance with the shares of the apartments concerned or charged to the common expense account, whichever, in the judgment of the Board of Directors, is appropriate.

8. ASSESSMENT ROLL. The assessments against all apartment unit owners shall be set forth upon a roll of the apartment units which shall be available in the office of the Association for inspection at all reasonable times by apartment unit owners or their duly authorized representatives. Such roll shall indicate for each apartment unit the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid or unpaid. A certificate made out by the Association as to the status of an apartment unit owner's assessment account shall limit the liability of any person for whom it is made other than the apartment unit owner. The Association shall issue such certificate to such persons as an apartment unit owner may request in writing.

9. LIABILITY FOR ASSESSMENT.

a. OWNER. The owner of an apartment unit and his grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the right of the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element or by abandonment of the apartment unit for which the assessments are made.

b. MORTGAGEE. Where the holders of an Institutional First Mortgage of record or other purchaser of a condominium unit obtains title to a condominium unit as a result of foreclosure of an Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a deed to said condominium unit in lieu of foreclosure, such acquirer of title, his grantees, heirs, successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium unit, or chargeable to the former unit owner of such unit, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the unit owners, including such acquirer, his grantees, heirs, successors and assigns. The Institutional First Mortgagee, after acquiring the title, shall be responsible for all common expenses and assessments as the unit owner which shall accrue subsequent to its acquisition of title.

c. DEVELOPER. The Developer shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which the first closing of the purchase and sale of any condominium unit within the condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer. Provided, Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the amount assessed against other unit owners. Provided, however, notwithstanding the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer shall not increase over a stated dollar amount and has obligated itself to pay any amount of common expenses incurred during that period

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and not produced by the assessments at the guaranteed level receivable from other unit owners.

10. LIEN FOR ASSESSMENT. The unpaid portion of an assessment which is due shall be secured by a lien upon the following:

a. THE APARTMENT unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Public Records of Broward County, Florida. The Association shall not, however, record such Claim of Lien until the assessment is unpaid for not less than twenty (20) days after it is due. The delinquent apartment unit owner shall be liable to the Association for any costs including reasonable attorneys' fees incurred for the preparation and filing of the Claim of Lien. Such a Claim of Lien shall also secure all assessments which come due thereafter until the Claim of Lien is satisfied. The Lien shall arise in favor of the Association and shall come into effect upon recordation of a Claim of Lien as aforesaid in the Public Records of the County in which the condominium unit is located, which lien shall state the description of the condominium parcel, the name of the record owner, the amount due and the date when due. The Lien for all sums due thereafter shall date back to said date, and shall be deemed to be prior to and superior to the creation of any Homestead status for any unit and to any subsequent lien or encumbrance.

b. ALL TANGIBLE PERSONAL PROPERTY located in the apartment unit, except that such lien shall be subordinate to prior bona fide liens of record.

11. COLLECTION. In the event the unit owner does not pay an assessment in a timely manner, the following shall apply:

a. Interest: Application of Payments. Assessments and installments therefor paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall be in default and shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

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

ARTICLE XIV - COMPLIANCE AND DEFAULT

Each apartment unit owner shall be governed by and shall comply with the terms of the condominium documents and rules and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment unit owners to the following relief:

1. REMEDIES IN THE EVENT OF DEFAULT. Failure to comply with any of the terms of the condominium documents and rules and

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and regulations adopted pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association, or, if appropriate, by an aggrieved apartment unit owner.

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

3. ATTORNEYS FEES. In any proceeding arising hereunder because of any alleged default by an apartment unit owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the Court.

4. NON WAIVER OF ENFORCEMENT. The failure of the Association or of an apartment unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or apartment unit owner to enforce such right, provision, covenant or condition in the future.

5. ELECTION OF REMEDIES. All rights, remedies and privileges granted to the Association or an apartment unit owner, pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the condominium documents, at law or in equity.

ARTICLE XV AMENDMENT

The Condominium Documents shall be amended in the following manner (except as otherwise provided in Article IX):

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

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

b. Approval. A resolution to amend the Declaration may be proposed by either the Board of Directors of the Association or by the apartment unit owners of this condominium. Approval of such amendment must be by not less than seventy-five per cent (75%) of the total votes of the apartment unit owners within this condominium. Apartment unit owners not present at the meeting called to consider a proposed amendment, may express approval thereof in writing or by proxy.

c. Provided. No amendment shall alter any apartment dwelling or the share in the common elements appurtenant to it, nor increase the apartment unit owner's share of

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the common expenses, unless the record owner of the apartment unit concerned and all record owners of institutional mortgages on said apartment unit shall join in the execution of such amendment; nor shall an amendment make any change in the Articles entitled "Insurance", "Reconstruction or Repair of Casualty Damage", or "Termination", unless the record owners of all apartment units within the condominium and the holders of all institutional mortgages upon the apartment unit shall join in the execution of all such amendments.

d. Recording. A copy of each amendment shall be certified in accordance with Florida Statutes, Chapter 718.110, as having been duly adopted, and shall be effective when recorded in the Public Records of Broward County, Florida. Copies of the same shall be sent to each apartment unit owner in the manner elsewhere provided for the giving of notices, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. ARTICLES OF INCORPORATION AND BY-LAWS. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

ARTICLE XVII - TERMINATION

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

1. VOLUNTARY TERMINATION. The voluntary termination of the condominium may be effected by the unanimous agreement of the unit owners of all the apartment units within this condominium, and the owners of the Institutional Mortgages encumbering said apartments, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

2. INVOLUNTARY TERMINATION. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after "total destruction" by casualty, the condominium plan of ownership shall be terminated, and shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

3. OWNERSHIP IN THE EVENT OF TERMINATION. After termination of the condominium, the apartment unit owners shall own the Condominium property as tenants in common in undivided shares and the holders of mortgages and liens against the apartment unit or apartment units formerly owned by such apartment unit owners shall attach to such shares as such shares are set forth in Exhibit C.

4. DISBURSEMENT OF SURPLUS AND INSURANCE PROCEEDS. All surplus attributable to this condominium held by the Association and insurance proceeds, if any, shall be and continue to be held for the apartment unit owners within this condominium. The costs incurred by the Association in connection with the termination shall be a common expense. At the time of termination, the surplus and condominium property, including insurance proceeds, shall be distributed in accordance with the ownership thereof, as set forth in Exhibit C.

5. SALE AFTER TERMINATION. Following termination, the property constituting the condominium may be partitioned and sold upon the application of any apartment unit owner. If the apartment unit owners of this condominium, following a termination, determine by not less than seventyfive per cent (75%) vote of the apartment unit owners, to accept an offer for the sale of the property, each apartment

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unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors of the Association directs. In such event any action for partition or other division of the property, shall be held in abeyance pending such sale, and upon the consummation thereof, shall be discontinued by all parties thereto.

6. FALURE TO EXECUTE DOCUEMNTS TO SELL. In the event that an apartment unit owner shall fail or refuse to execute a deed or other document required to effect the aforementioned sale, then and in that event the Association may apply to the Court having jurisdiction of the subject matter and the parties for an Order requiring said party to make a conveyance, release or aquittance of the land and use and all right, title and interest therein, and in the event that said party does not comply therewith, within the time prescribed, the judgment shall be considered to have the same operation and effect as if the conveyance, release or acquittance had been executed in conformance to it, notwithstanding any disability of such party by infancy, lunacy, coverture or otherwise.

7. POWERS OF DIRECTORS IN THE EVENT OF TERMINATION. The members of the Board of Directors, acting collectively as agent for all apartment unit owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

8. USE OF LIMITED COMMON ELEMENTS. In the event of the termination of the condominium as above provided, any exclusive right to use any area constituting limited common elements and which may be an appurtenance to any apartment unit, shall be automatically cancelled and terminated and all limited common elements shall be treated in the same manner as though the same constituted a portion of the common elements as to which no exclusive right to use the same ever existed.

9. OBLIGATIONS AND LIABILITIES OF ASSOCIATION. Upon the termination of the condominium as above provided, the apartment unit owners and/or the owners of the condominium property, notwithstanding any other provision of this Declaration of Condominium or other documents to the contrary, shall cease to be a member of the condominium Association known as HOLIDAY PARK CONDOMINIUM NO I ASSOCIATION, INC., and shall have no further right, title or interest by use or otherwise in the assets of said Association, save and except for surplus attributable to the condominium as elsewhere provided, and the roadways for ingress and egress; and upon termination of the condominium, as aforesaid, any duty and/or obligation of the apartment unit owners and/or the owners of the condominium property to the Association for common expenses, assessments or other charges, shall terminate, save and except for such charges, obligations or duties that had arisen prior to the date of the termination of the condominium and the prorata costs as are necessary and expedient in maintaining the roadways utilized by the property for ingress and egress to be determined from time to time by the Association. In the event that said unit owners of the property formerly constituting the condominium shall fail and refuse to pay said roadway maintenance costs, the Association shall have a lien upon the property for said expenses enforceable in equity by foreclosure. In the event that said roadways for ingress and egress are a public or dedicated roadway, then and in that event the property and/or the owners thereof shall not be responsible or obligated to the Association for any expenses and charges for said maintenance purposes.

10. MASTER ASSOCIATION. A termination of the condominium shall not in any manner affect the corporate existence, status and duties of the Master Association should other condominiums be managed and governed by the Association at said time. Notwithstanding anything herein contained, no termination shall be effective

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to terminate or otherwise modify the obligation to bear the specified share of the expenses of the Master Association; and each interest arising as a result of any such termination and the owner thereof shall be chargeable and remain liable therefor to the same extent as herein provided; nor shall any such termination affect the corporate existence, status, and duties of the Master Association, should other condominiums be members of the Master Association.

11. EASEMENTS. Notwithstanding the termination of the condominium the property constituting the condominium shall continue to be subject to such easement as existed at the time of the termination and as same are reasonably necessary for the continued use and enjoyment of the remaining condominium(s) whose unit owners are members of of HOLIDAY PARK CONDOMINIUMS MASTER ASSOCIATION, INC., and/or as established by the Declaration of Condominium(s) and/or pursuant to the Development Plan by Developer, said easements to include but not be limited to ingress and egress; utility easement for power, electricity, telephone, sewer, drainage, water and lighting facilities; irrigation and such other and additional easements as may be imposed from time to time as may be necessary and proper for the condominium and surrounding lands.

12. UTILITIES. In the event of termination, the owners of the property formerly constituting this condominium shall be required, at their own expense and without contribution from the Association or remaining members, to provide separate utility meters to serve said property, including but not limited to electric, water and sewage meters.

~~HOLIDAY PARK CONDOMINIUM~~ ~~OFFICIAL COPY~~

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

ARTICLE XIX - MANAGEMENT AGREEMENT

1. AUTHORITY TO ENTER INTO MANAGEMENT AGREEMENTS. The Association shall have the right at such time as it may determine but not be obligated, to enter into management agreements for the purposes contained therein.

2. DELEGATION OF POWER AND AUTHORITY TO MANAGEMENT COMPANY. The Association shall have the right to delegate to the management firm the power of the Association, through its Board of Directors, to determine the budget, make assessments for common expenses and collect assessments. Each apartment unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

a. Adopting, ratifying, confirming and consenting to the execution of said management agreement by the Association.

b. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said management agreement.

c. Ratifying, confirming and approving each and every provision of said management agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

d. Agreeing that the persons acting as Directors and Officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

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ARTICLE XX - TWENTY-FOUR FOOT EASEMENT
FOR INGRESS AND EGRESS

The common elements shall be and the same are hereby declared to be subject to a perpetual nonexclusive twenty-four foot wide easement over a portion of the west 24 feet of the condominium property, which easement is hereby created in favor of the Developer, its successors and assigns and any other owner of the property which is adjacent to the West of the condominium property, which easement for ingress and egress is hereby reserved by the Developer. Said easement is more particularly described and set forth in an Easement recorded in Official Records Book 7294 at page 943, of the Public Records of Broward County, Florida. Said easement shall be a burden upon and servitude of the common elements which are appurtenant to the apartment unit ownership of the owners of the condominium. Such easement shall be perpetual subject to termination only as set forth in the Easement Agreement recorded as indicated above. Termination of this condominium shall not operate as a termination of the easement unless the termination provision of the easement agreement referred to above are complied with. A copy of the said Easement Agreement is attached and made a part hereof as Exhibit F of this Declaration.

ARTICLE XXI - INVALIDITY OF TERMS OF DECLARATION

**THIS IS NOT AN
OFFICIAL COPY**

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

ARTICLE XXII - CAPTIONS

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

ARTICLE XXIII - GENDER, SINGULAR, PLURAL

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

ARTICLE XXIV - RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium on this the 24 day of October, 1977.

Signed, sealed and delivered in the presence of:

CONDOMINIUM OF HOLIDAY PARK, LTD.,
a Florida Limited Partnership

Melvin Lee Chaloupka BY Joseph Tropi (SEAL)
As general partner

Elana J. Stancet

OFF REC. 7297 PAGE 43 C

STATE OF FLORIDA

COUNTY OF BROWARD

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, hereby certify that JOSEPH TRIPPI, General Partner of CONDOMINIUM OF HOLIDAY PARK, LTD., a Florida Limited Partnership, to me personally known, this day acknowledged before me that he executed the foregoing Declaration of Condominium as such General Partner of said Limited Partnership, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Declaration of Condominium.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at 1-10-77, said county and state, this 24 day of October, 1977.

Mary Jo Bane
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 31 1979
BONDED THRU GENERAL INS. UNDERWRITERS

THIS IS NOT AN
OFFICIAL COPY

OFF REC. 7297 PAGE 468

EXHIBIT A

TO

DECLARATION OF CONDOMINIUM OF "HOLIDAY PARK CONDOMINIUM NO. I"

Legal Description of "HOLIDAY PARK CONDOMINIUMS":

The SE 1/4 of the SW 1/4 of the SE 1/4 less therefrom the West 175.0 feet; together with the S 3/4 of the S 1/2 of the SE 1/4 of the SE 1/4, less the East 35.0 feet, and less the South 35.0 feet thereof, all in Section 13, Township 51 South, Range 41 East, said lands situate, lying and being in Broward County, Florida,

Less the following described property:

The East 484.73 feet of the S 3/4 of the S 1/2 of the SE 1/4 of the SE 1/4, less the South 35.0 feet thereof, and also less the East 35.0 feet thereof, of Section 13, Township 51 South, Range 41 East, said lands situate and lying in Broward County, Florida, which lands are also known as:

That certain portion of Section 13, Township 51 South, Range 41 East, more particularly described as follows: Commencing at the Southeast corner of said Section 13, run Northerly along the East line of Section 13 a distance of 35.0 feet to a point; thence run Westerly and parallel with the South line of Section 13 a distance of 35.0 feet to the Point of Beginning; thence continue along the last described course a distance of 449.73 feet to a point; thence run Northerly and parallel with the East line of Section 13, a distance of 482.34 feet to a point on the South line of Block 2 of the subdivision of "HILLSIDE PARK" as recorded in Plat Book 38, page 20, of the Public Records of Broward County, Florida; thence run Easterly and along the South line of Block 2 of "HILLSIDE PARK" a distance of 449.73 feet to a point 35.0 feet West of the East line of Section 13; thence run Southerly and parallel with the East line of Section 13 a distance of 484.29 feet to the Point of Beginning.

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CERTIFICATE OF SURVEYOR
FOR
HOLIDAY PARK CONDOMINIUM NO. 1

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared MAURICE E. BERRY II, by me well known and known to me to be the person hereinafter described, who, being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

THIS IS NOT AN
4. That he is a duly registered and duly licensed land surveyor authorized to practice under the laws of the State of Florida.

OFFICIAL COPY
5. AFFIANT hereby certifies that the construction of the improvements described is sufficiently complete so that such material, i.e., this Survey Exhibit B, together with the wording of the Declaration of Condominium relating to matters of survey to which this Survey Exhibit is attached is a correct representation of the improvements described and that there can be determined therefrom the identification, location and dimensions of the common elements and of each condominium unit.

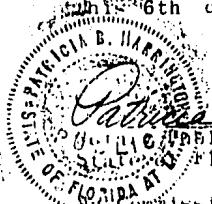
3. That the elevations shown on each floor plan are based on National Vertical Geodetic Datum of 1929

FURTHER AFFIANT SAYETH NAUGHT

Maurice E. Berry
MAURICE E. BERRY II
Registered Land Surveyor
State of Florida

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Sworn to and subscribed before me
this 6th day of Oct. A.D. 1977



Patricia B. Harrington
PATRICIA B. HARRINGTON
Commissioner of Public Lands
State of Florida at Large
Commission Expires June 12, 1981.

EXHIBIT B - CERTIFICATE

sheet 1 of 15

DESCRIPTION OF HOLIDAY PARK CONDOMINIUM NO. 1

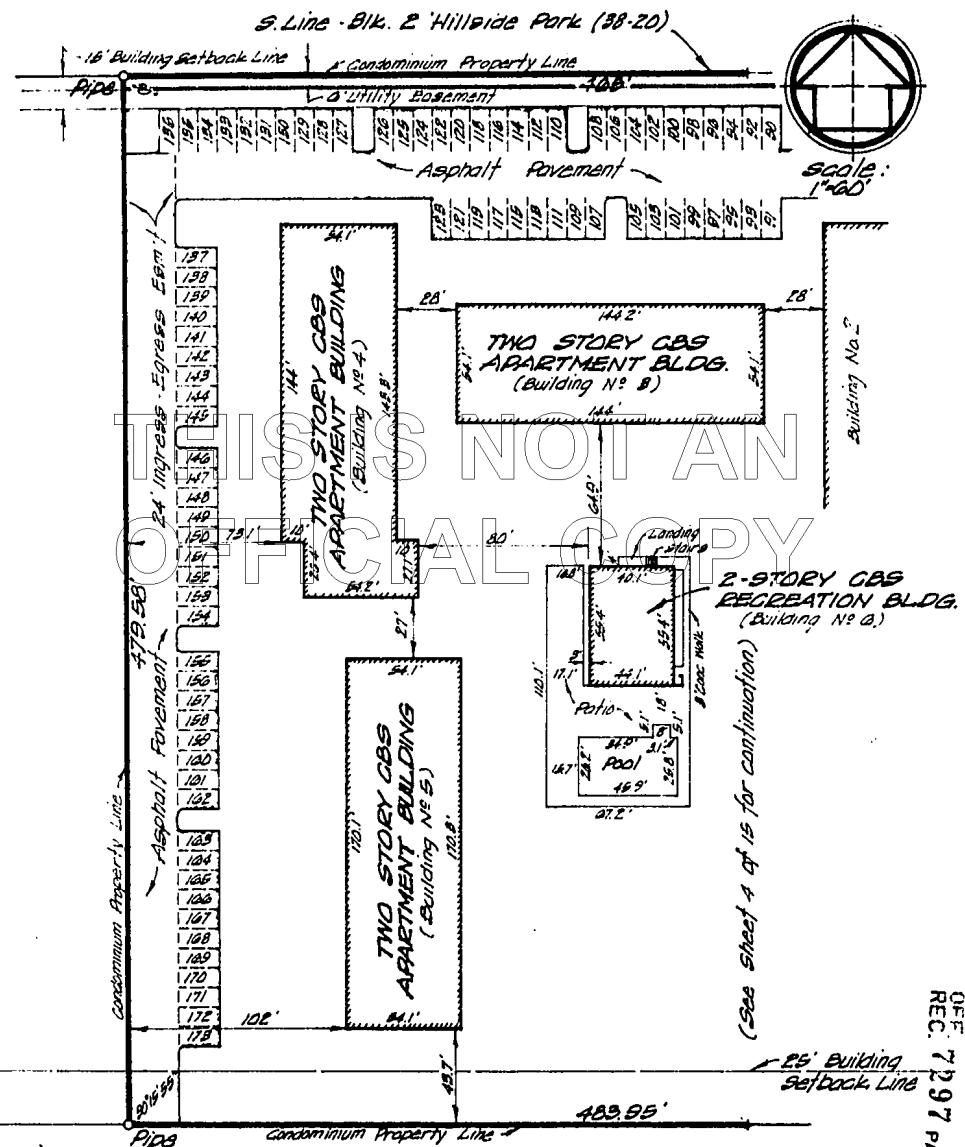
A portion of the S 3/4 of the S 1/2 of the SE 1/4 of the SE 1/4 of Section 13, Township 51 South, Range 41 East, Broward County, Florida, described as follows:

Commencing at the southeast corner of said Section 13, run northerly along the east line of Section 13 a distance of 35.03 feet; thence, westerly parallel with and 35 feet north of the south line of Section 13 a distance of 484.76 feet to a Point of Beginning; thence, northerly parallel with the east line of Section 13 a distance of 482.19 feet to the south line of Block 2 of "HILLSIDE PARK" as recorded in Plat Book 38, page 20, of the public records of Broward County, Florida; thence, westerly along the south line of said Block 2 a distance of 465 feet; thence, southerly at a right angle to the last described course 479.58 feet to a point 35 feet north of the south line of said Section 13; thence, easterly 483.95 feet to the Point of Beginning.

Containing 5.2357 acres.

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HOLIDAY PARK CONDOMINIUM No. 1



TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

I, MAURICE E. BERRY II, hereby certify that I have made a recent survey of the above described property as indicated, and that there are no known encroachments except as shown. I further certify that the survey represented herein meets the requirements of the Florida Land Title Association and that the plan is true and correct.

Dated at Hollywood, Broward County, Florida, this 6th day of October, 1977.

M. E. BERRY & ASSOCIATES
REGISTERED LAND SURVEYORS

2413 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA

P. O. BOX 946
BIRMINGHAM, ALABAMA

MAURICE E. BERRY I
Pensacola Daily Newsman No. 1117
STATE OF FLORIDA

EXHIBIT B - SURVEY

sheet 3 of 15

HOLIDAY PARK CONDOMINIUM NO. 1



scale:
1" = 00'

(See Street *et al.* for continuation)

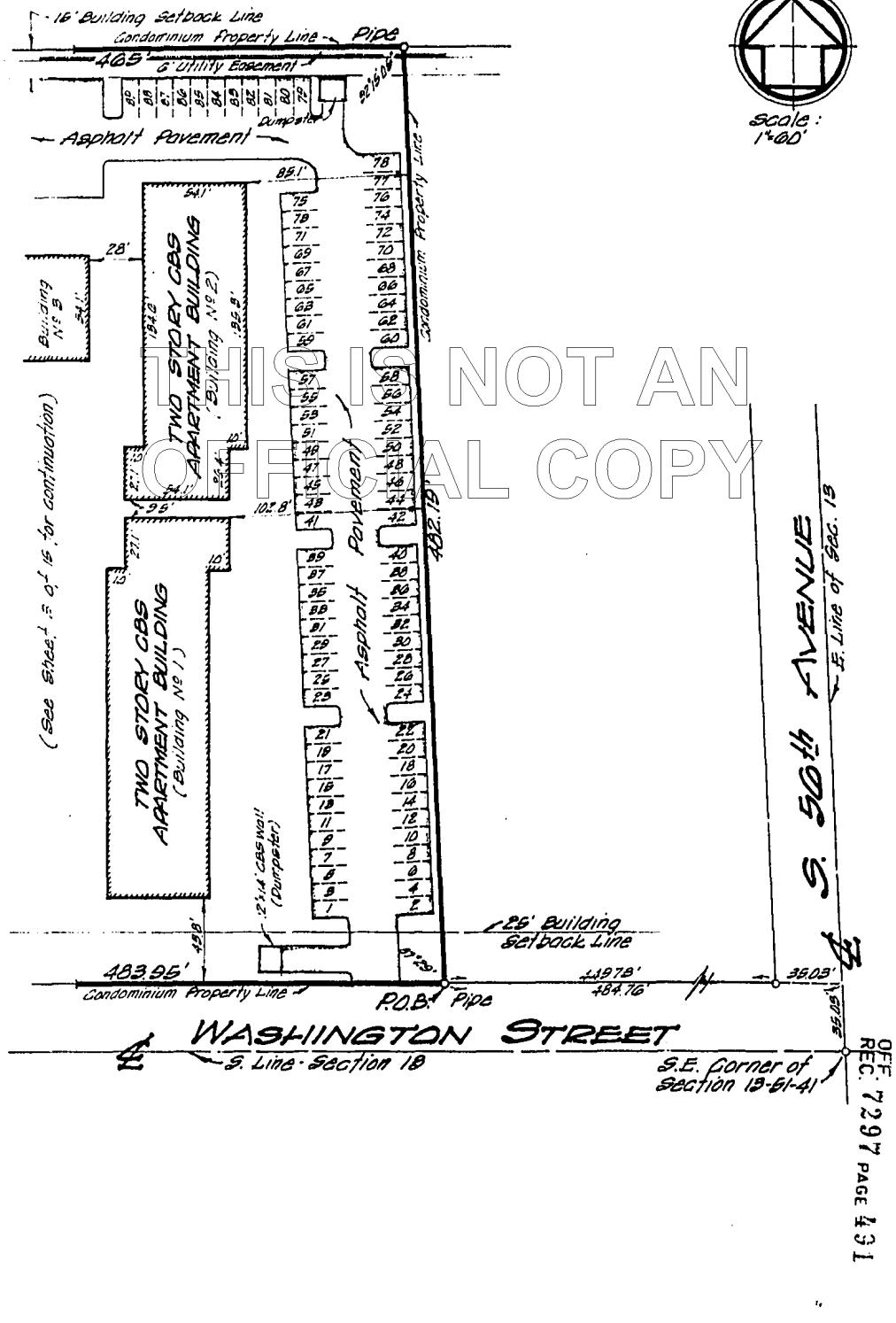
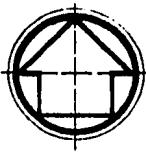


EXHIBIT B - SURVEY

Sheet 4 of 15

HOLIDAY PARK CONDOMINIUM NO. 1



NOTES

Elevations shown are based on
National Geodetic Vertical
Datum.

FLOOR ELEVATION: 12.87

CEILING ELEVATION: 21.08

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

— Condominium Unit
Boundary line

— Common Element
Building line

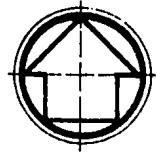
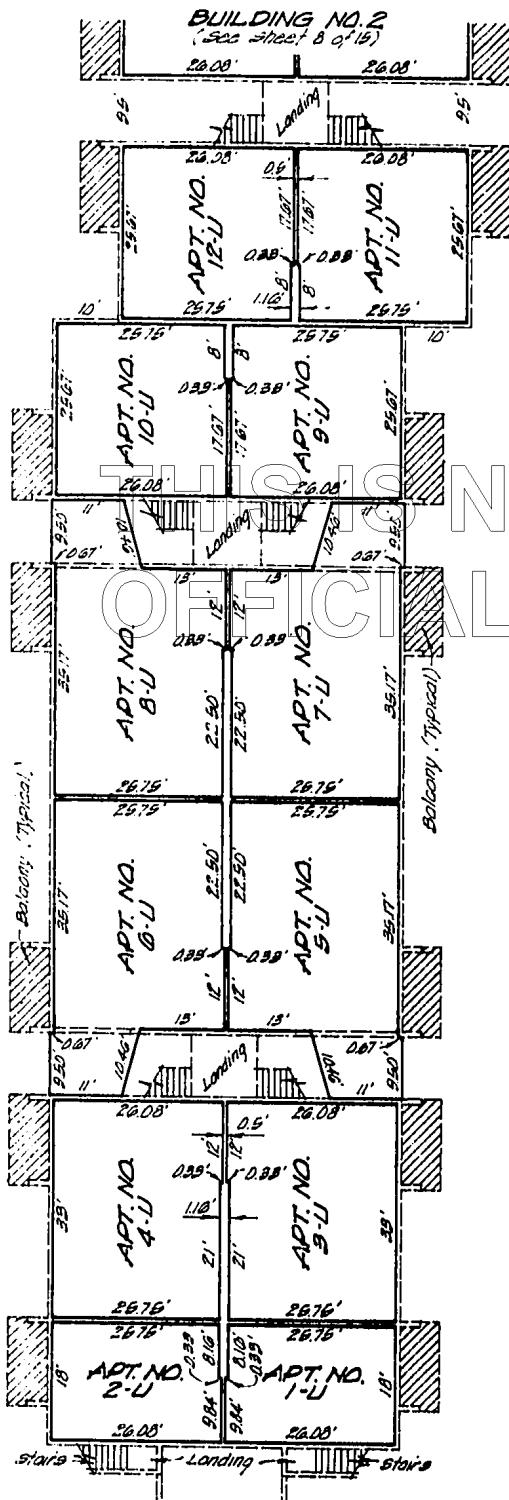
 Limited Common
Element

REF. 7297 PAGE 492

Sheet 5 of 16

EXHIBIT B - 1ST FLOOR PLAN - BLDG. 1

HOLIDAY PARK CONDOMINIUM NO. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 21.05

CEILING ELEVATION: 29.60

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

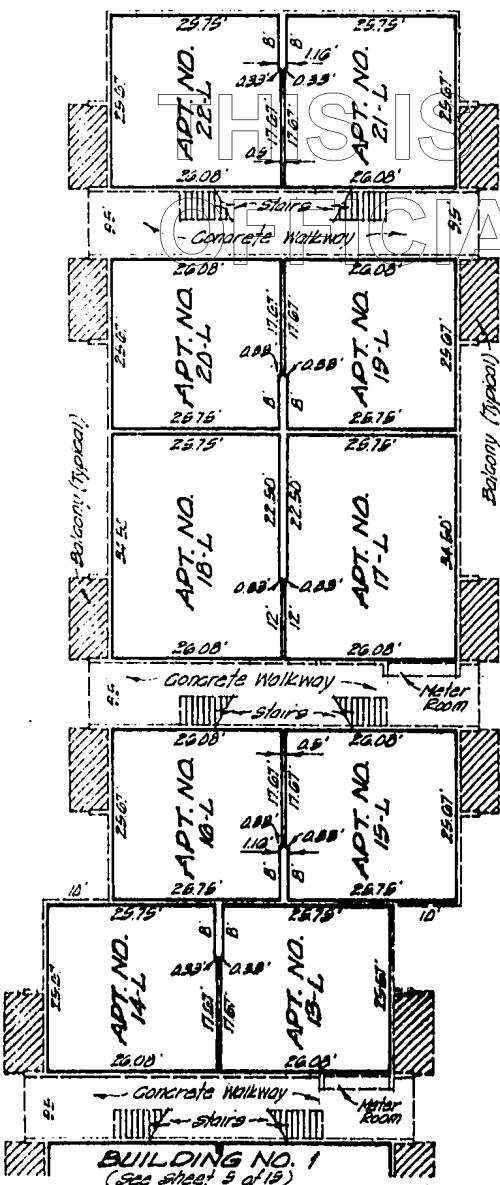
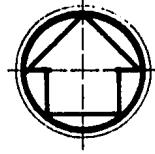
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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Sheet 6 of 16

EXHIBIT B - 2ND FLOOR PLAN - BLDG. 1

HOLIDAY PARK CONDOMINIUM No. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 12.86

CEILING ELEVATION: 21.06

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

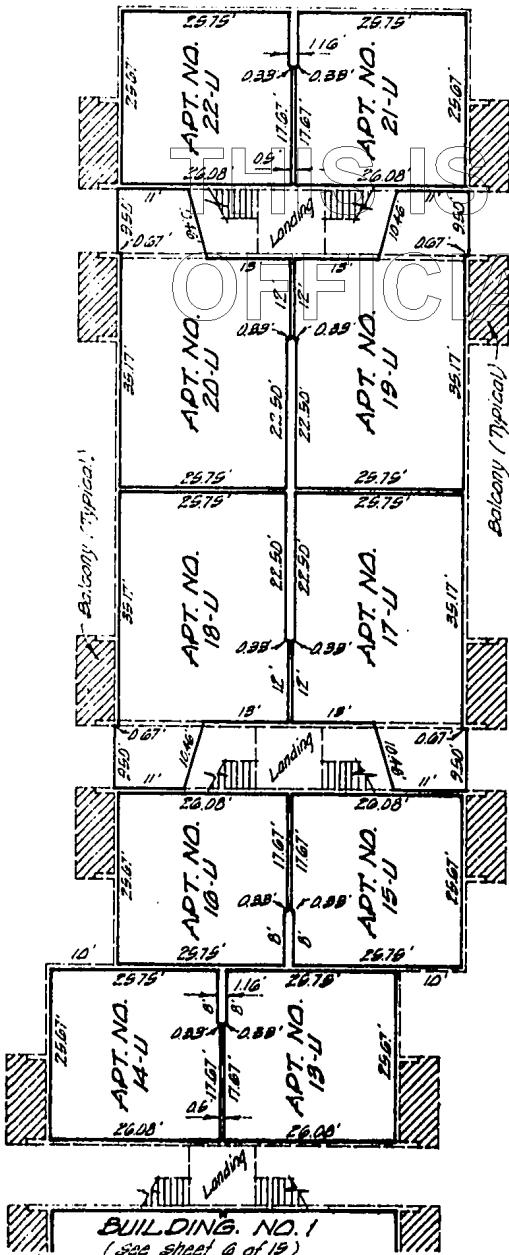
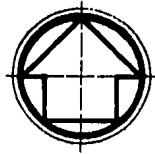
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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sheet 7 of 15

EXHIBIT B - 1ST FLOOR PLAN - BLDG. 2

HOLIDAY PARK CONDOMINIUM NO. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 21.61

CEILING ELEVATION: 29.94

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

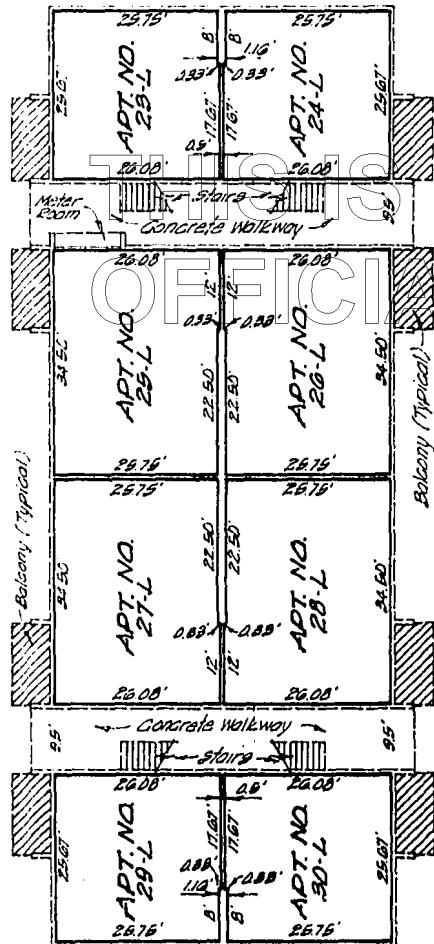
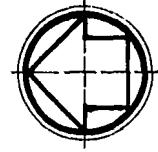
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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sheet 8 of 16

EXHIBIT B - 2nd FLOOR PLAN - BLDG. 2

HOLIDAY PARK CONDOMINIUM No. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 12.87

CEILING ELEVATION: 21.05

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

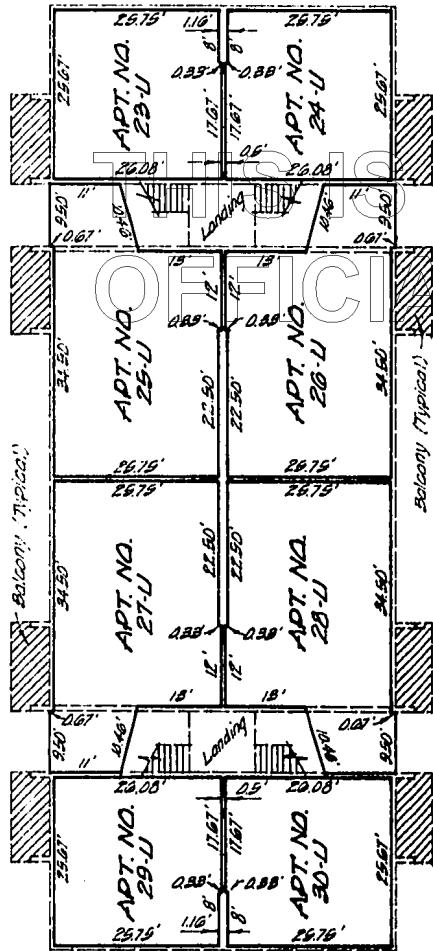
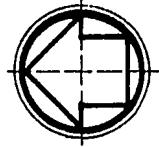
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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sheet 9 of 15

EXHIBIT B - 1ST FLOOR PLAN - BLDG. 3

HOLIDAY PARK CONDOMINIUM NO. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 21.57

CEILING ELEVATION: 29.50

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

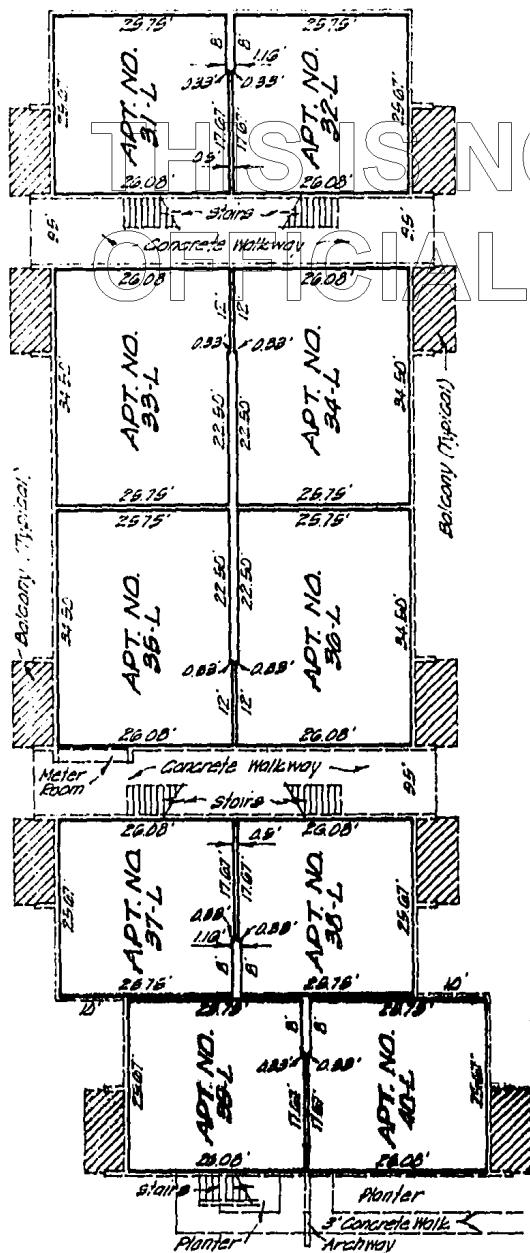
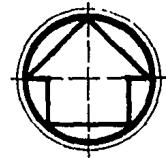
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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sheet 10 of 15

EXHIBIT B - 2nd FLOOR PLAN - BLDG. 3

HOLIDAY PARK CONDOMINIUM No. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 12.93

CEILING ELEVATION: 20.95

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

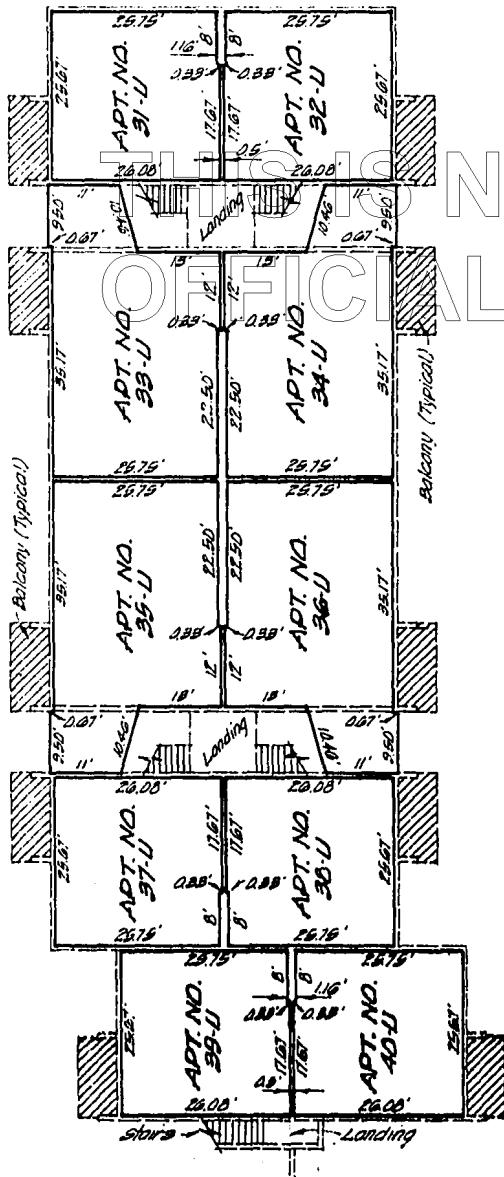
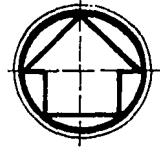
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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EXHIBIT B - 1ST FLOOR PLAN - BLDG. 4

HOLIDAY PARK CONDOMINIUM NO. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 21.63

CEILING ELEVATION: 29.60

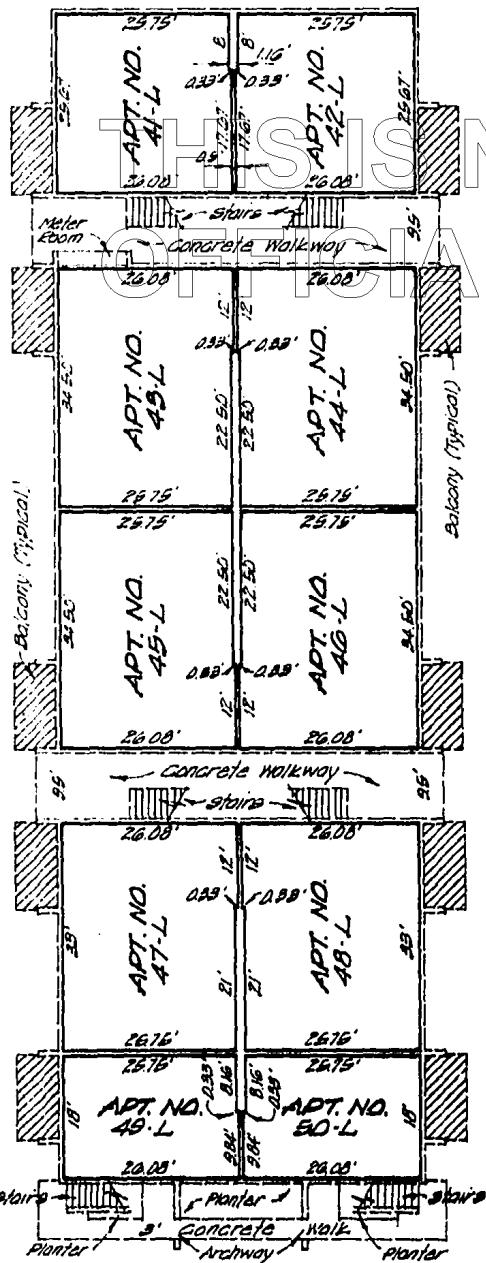
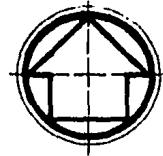
Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

HOLIDAY PARK CONDOMINIUM No. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 12.90

CEILING ELEVATION: 21.11

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

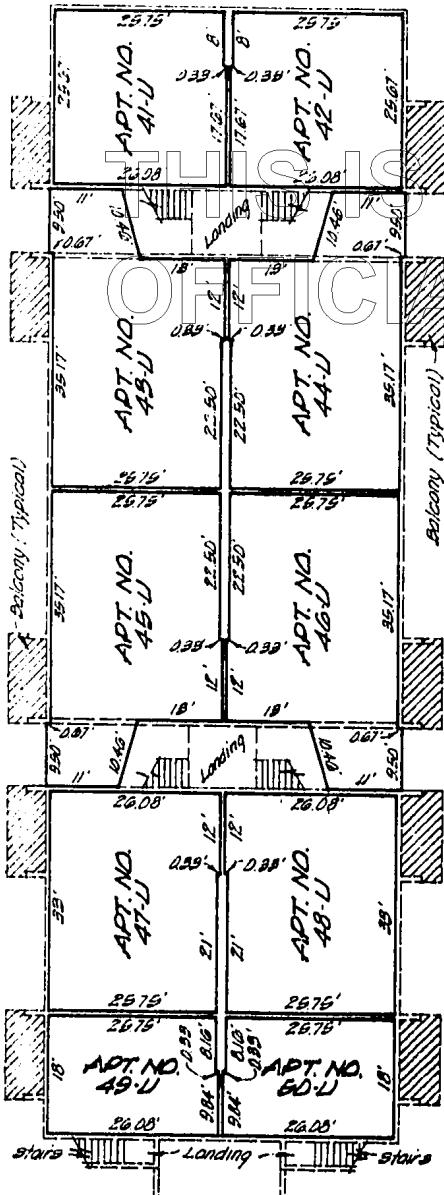
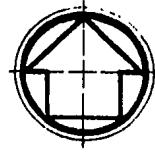
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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Sheet 13 of 15

EXHIBIT B - 1ST FLOOR PLAN - BLDG. 5

HOLIDAY PARK CONDOMINIUM NO. 1



NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 21.60

CEILING ELEVATION: 29.58

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 8 inches unless otherwise shown.

LEGEND

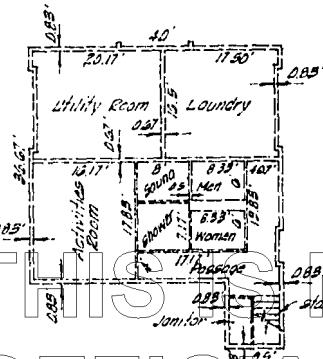
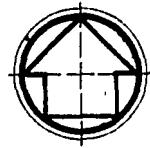
- Condominium Unit Boundary line
- Common Element Building line
- Limited Common Element

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Sheet 14 of 15

EXHIBIT B - 2ND FLOOR PLAN - BLDG. 5

HOLIDAY PARK CONDOMINIUM NO. 1



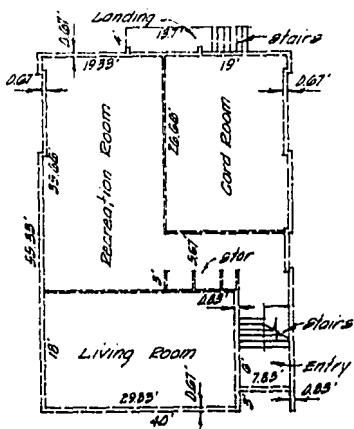
NOTES

Elevations shown are based on National Geodetic Vertical Datum.

FLOOR ELEVATION: 15.09

Each Condominium Unit consists of the space bound by a vertical projection of the Condominium Unit boundary lines shown, and by the horizontal planes at the undecorated floor and ceiling.

All walls shown are 4 inches unless otherwise shown.



LEGEND

— Common Element
Building line

FIRST FLOOR PLAN

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sheet 15 of 15

EXHIBIT B - RECREATION BLDG. - BLDG 6

EXHIBIT C

TO

DECLARATION OF CONDOMINIUM OF "HOLIDAY PARK CONDOMINIUM NO. I"

EACH UNIT OWNER'S PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS, SHARE
OF COMMON EXPENSE AND DIVISION OF COMMON SURPLUS:

<u>Apartment No.</u>	<u>Type</u>	<u>Percentage of Ownership of Common Elements, Share Division of Common Surplus</u>
1L	A	.6114
1U	A	.6114
2L	A	.6114
2U	A	.6114
3L	C	1.1108
3U	C	1.1108
4L	C	1.1108
4U	C	1.1108
5L	D	1.1609
5U	E	1.3127
6L	D	1.1609
6U	E	1.3127
7L	D	1.1609
7U	E	1.3127
8L	D	1.1609
8U	E	1.3127
9L	B	.8687
9U	B	.8687
10L	B	.8687
10U	B	.8687
11L	B	.8687
11U	B	.8687
12L	B	.8687
12U	B	.8687
13L	B	.8687
13U	B	.8687
14L	B	.8687
14U	B	.8687
15L	B	.8687
15U	B	.8687
16L	B	.8687
16U	B	.8687
17L	D	1.1609
17U	E	1.3127
18L	D	1.1609
18U	E	1.3127
19L	B	.8687
19U	B	.8687
20L	B	.8687
20U	B	.8687
21L	B	.8687
21U	B	.8687
22L	B	.8687
22U	B	.8687
23L	B	.8687
23U	B	.8687
24L	B	.8687
24U	B	.8687

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<u>Apartment No.</u>	<u>Type</u>	<u>Percentage of Ownership of Common Elements, Share Division of Common Surplus</u>
25L	D	1.1609
25U	E	1.3127
26L	D	1.1609
26U	E	1.3127
27L	D	1.1609
27U	E	1.3127
28L	D	1.1609
28U	E	1.3127
29L	B	.8687
29U	B	.8687
30L	B	.8687
30U	B	.8687
31L	B	.8687
31U	B	.8687
32L	B	.8687
32U	B	.8687
33L	D	1.1609
33U	E	1.3127
34L	D	1.1609
34U	E	1.3127
35L	D	1.1609
35U	E	1.3127
36L	D	1.1609
36U	E	1.3127
37L	B	.8687
37U	B	.8687
38L	B	.8687
38U	B	.8687
39L	B	.8687
39U	B	.8687
40L	B	.8687
40U	B	.8687
41L	B	.8687
41U	B	.8687
42L	B	.8687
42U	B	.8687
43L	D	1.1609
43U	E	1.3127
44L	D	1.1609
44U	E	1.3127
45L	D	1.1609
45U	E	1.3127
46L	D	1.1609
46U	E	1.3127
47L	C	1.1108
47U	C	1.1108
48L	C	1.1108
48U	C	1.1108
49L	A	.6114
49U	A	.6114
50L	A	.6114
50U	A	.6114

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