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CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH

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This Instrument Prepared By:

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DECLARATION OF CONDOMINIUM

OF

CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH

ARTICLE I

SUBMISSION STATEMENT,
LEGAL DESCRIPTION, AND NAME

KREFELD COMPANY N.V., a Netherlands Antilles corporation, being the owner of record of the fee simple title to real property situate, lying and being in Dade County, Florida, commonly known as part of Calusa Club Village, more particularly described in Exhibit "1," attached hereto and by reference made a part hereof, together with equipment, furnishings and fixtures therein contained, hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership pursuant to the Condominium Act of the State of Florida (the provisions thereof are hereby incorporated by reference) and does herewith file for record this Declaration of Condominium for this condominium to be identified as "CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH."

ARTICLE II

DEFINITIONS

As used in this Declaration of Condominium and exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

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

B. Association means the Florida non-profit corporation named "CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH ASSOCIATION, INC.," being the entity responsible for the operation of the Condominium.

C. Board means the Board of Directors of the Association.

D. By-Laws means the By-Laws of the Association, as they exist from time to time.

E. Common elements means the portions of the Condominium property not included in the units and shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

F. Common expenses means the expenses for which the unit owners are liable to the Association.

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

H. Condominium means that form of ownership of Condominium property under which units of improvement are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

I. Condominium Act or the Act means and refers to the Condominium Act of the State of Florida (currently Chapter 718 of the Florida Statutes).

J. Condominium documents means this Declaration, the By-Laws and all exhibits annexed hereto, as the same may be amended from time to time.

K. Condominium parcel or parcels means a unit or private dwelling, together with the undivided share in the common elements which are appurtenant to the unit.

L. Condominium property means and includes the land and personal property, if any, that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

M. Declaration means this instrument, as it may be, from time to time, amended.

N. Developer means KREFELD COMPANY N.V., a Netherlands Antilles corporation, its successors, assigns and nominees.

O. Institutional mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. An individual mortgage on a unit may be placed through a mortgage or title company.

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

Q. Occupant means the person or persons, other than the unit owner, in possession of a unit.

R. Project means the Condominium property and the over all parcel of real property owned by Developer in the vicinity more particularly described in the Declaration of Covenants and Restrictions for Calusa Club Village recorded in the Public Records of Dade County, Florida.

S. Project Association means the Florida non-profit corporation named "CALUSA CLUB VILLAGE PROPERTY OWNERS ASSOCIATION, INC.," being the entity responsible for the management, maintenance and ultimate ownership of the Recreation Parcels, Common Driveway and Parking Area and Green/Open Areas to be used in common by all property owners both in Calusa Club Village Condominium Bldg. D South and elsewhere in the Project, as defined in the Declaration of Covenants and Restrictions for Calusa Club Village.

T. Unit means a unit as defined in the Condominium Act, referring herein to each of the separate and identified in units delineated in composite Exhibit "2," attached hereto and by reference made a part hereof, and, when the context permits, the Condominium parcel includes such unit, including its share of the common elements and limited common elements appurtenant

thereto. The physical boundaries of each unit are as delineated in the Survey aforescribed, and are more particularly described in Article III and Paragraph XIX (A) of this Declaration.

U. Unit owner means the owner or group of owners of a single Condominium parcel.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed by the Act as of the date of this Declaration.

ARTICLE III

IDENTIFICATION OF UNITS AND DESCRIPTION OF CONDOMINIUM PROPERTY

The Condominium property consists essentially of all 36 units in the residential apartment building(s) and other improvements, consisting of the outside walks, landscaping in the interior courtyards, and all other underground structures and improvements which are not part of or located within residential building(s), such as wires, cables, drains, pipes, ducts, conduits, valves and fittings, as set forth in Exhibit 2, and for the purposes of identification all units in the building(s) located on said Condominium property are given identifying numbers and all building(s) are delineated on the composite Exhibit 2. No unit in the building bears the same identifying number or letter as does any other unit in the building(s). The aforescribed identifying number or letter as to the unit and number or letter as to the building are also the identification as to the parcel. Exhibit 2 also contains a survey of the land, graphic description of the improvements in which the units are located, a plot plan and a floor plan of each unit and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached or to be evidenced by the Certificate to be incorporated under Article XVII hereof. The legend and notes contained within Exhibit 2 are incorporated herein and made a part hereof by reference.

ARTICLE IV

OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and the undivided interest, stated as percentages of such ownership in said common elements is set forth in Exhibit "3," attached hereto and by reference made a part hereof.

The fee title to each Condominium parcel shall include both the unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective unit. Any attempt to separate the fee title to a unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

ARTICLE V

VOTING RIGHTS

There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the

Association and such person shall be known (and is hereinafter referred to) as a "Voting Member." If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member or, in the case of a corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws. Each owner or group of owners shall be entitled to one vote per unit. The vote of a unit is not divisible.

ARTICLE VI

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under this Declaration, shall be shared by the unit owners, as specified and set forth in Exhibit 3. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the actual building square footage included in each unit.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements - any common surplus being the excess of all receipts of the Association from the Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of the Condominium over the amount of the common expenses of the Condominium.

ARTICLE VII

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of the Condominium called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than two-thirds (2/3) of the total vote of the members of the Association.

All amendments shall be recorded and certified as required by the Act. No amendment shall change any Condominium parcel, nor a unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to institutional mortgagees without the written approval of all institutional mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all institutional mortgagees of record.

Notwithstanding the foregoing, no amendment shall change the rights and privileges of Developer without its written consent.

Notwithstanding anything to the contrary contained in this Declaration, Developer reserves the right to amend the Declaration (1) to change the interior design and arrangement of all units and to alter the boundaries between units, as long as Developer owns the unit so altered, (2) to correct any errors or omissions in this Declaration not adversely affecting the rights

of unit owners, lienors or institutional mortgagees, (3) to change the configuration or size of any unit owned by Developer, and (4) to alter or modify the appurtenances to any unit or the common elements by amendment to this Declaration, which amendment shall be executed by Developer and shall be effective without the execution, joinder or consent of any other unit owner, the Association or any lienor or mortgagee. No such amendment shall adversely affect the lien priority of any previously recorded mortgage held by an institutional mortgagee as the same affects a unit. If more than one unit is concerned, Developer shall apportion between the units concerned the shares in the common elements appurtenant to the units concerned and the voting rights, together with apportioning the common expenses and common surplus of the units concerned; and such shares of common elements, common expenses, common surplus and the voting rights of the units concerned shall be duly noted in any Amendment to this Declaration.

ARTICLE VIII

OPERATING ENTITY

The operating entity of the Condominium shall be the Association, which is responsible for the operation of the Condominium, said Association being duly organized and existing pursuant to the Act. The Association shall have all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation of the Association and its By-Laws, attached hereto and by reference made a part hereof as Exhibits "4" and "5" respectively, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration and the By-Laws, as they may be amended from time to time.

ARTICLE IX

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel(s) or which would change the provisions of the By-Laws with respect to institutional mortgages without the written approval of all institutional mortgagees of record. No amendment shall change the rights and privileges of Developer without the applicable party's written approval. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article VII above, and said Amendment shall be recorded in the Public Records of Dade County, Florida.

ARTICLE X

ASSESSMENTS

The Association, through the Board, has the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and such other sums as are specifically provided for in this Declaration, the By-Laws and exhibits attached hereto for such period of time as provided therein.

The procedure for the determination of all such assessments shall be as set forth in the By-Laws, this Declaration and the exhibits attached hereto.

The common expenses shall be assessed against each Condominium parcel owner as provided in Article VI of this Declaration.

Assessments and installments that are unpaid for over thirty (30) days after due date shall bear interest at the highest rate allowed by law, at the time such assessments and installments become due, from due date until paid, and at the sole discretion of the Board, a late penalty charge of Twenty-Five (\$25.00) Dollars shall be due and payable. Provided, however, that nothing herein shall be interpreted or enforced as is to violate the usury laws of the State of Florida, as now or hereinafter amended. Regular assessments shall be due and payable monthly on the first (1st) day of each month.

The Association shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Board may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in the best interest. Said lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due as provided herein covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant.

Where the mortgagee of an institutional first mortgage of record or other purchaser of a Condominium unit obtains title to a Condominium parcel as a result of a foreclosure of the institutional first mortgage, or when an institutional first mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for the shares of common expenses or assessments by the Association pertaining to such Condominium parcel 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 successors and assigns.

Any person who acquires an interest in a unit except through foreclosure of an institutional first mortgagee accepting a deed to a Condominium parcel in lieu of foreclosure, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid

assessments due and owing by the former unit owners have been paid. The Association, acting through the Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to Developer, or to any unit owner or group of unit owners, or to any third party.

In the event there are unsold parcels, Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners. However, Developer shall be excused from the payment of its share of the common expenses which would have been assessed against those units subsequent to the recording of this Declaration. This period of excuse shall terminate no later than the first day of the fourth month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, Developer must pay the portion of the common expenses incurred during that period which exceeds the amount assessed against other unit owners which is required to maintain the Condominium.

Assessments for the management and maintenance of the walks outside the Condominium, driveways, parking spaces (assigned and unassigned), Recreation Parcels and the Green/Open Areas (grass, shrubbery, trees and exercise course) in the Project and for the cost of operating, maintaining and repairing the Common Driveway and Parking Areas lighting, lawn sprinkler systems and mowing, trimming and fertilizing the Green/Open Areas shall be made against all units in the Project by the Property Owners Association.

If a unit owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ninety (90) days after delivery of or the mailing of such notice to the unit owner.

ARTICLE XI

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER

ALIENATION OR MORTGAGING OF UNITS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, and expressly provided that the provisions of this Article shall not be used or interpreted as to permit or in any way sanction unlawful discrimination or other violation of law, the transfer of units by an owner other than Developer shall be subject to the following provisions as long as the Condominium exists upon the Condominium property:

A. Approval by the Association. No unit owner except Developer may either acquire or dispose of any unit by sale, lease, gift, devise, inheritance or other transfer of title or possession without the written consent of the Association, except as hereinafter provided. In the event of transfer of title by operation of law, the continued ownership is subject to the written approval of the Association. The written approval of the Association that is required for the transfer of title of a unit shall be obtained in the following manner:

1. Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Association written 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 unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not

approved and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

2. Lease. A unit owner intending to make a bona fide lease of his unit shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. All leases shall be in writing and for an initial term of not less than thirty (30) days. No less than entire units may be leased. There shall be no other curtailment as to required term or frequency of leasing.

3. Gift, Devise, Inheritance or other Transfers. A unit owner or occupant who has obtained title or possession by gift, devise or inheritance or by any other manner not previously specified shall give to the Association notice of the acquiring of possession of his title, together with such information concerning himself as the Association may reasonably require, and a certified copy of the instrument evidencing his title or right to possession.

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

B. Certificate of Approval. The Association's approval shall be rendered in the following manner:

1. Sale. If the proposed transaction is a sale, then within ten (10) days after receipt of such notice and information, the Association may either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form executed by the Association.

2. Lease. If the proposed transaction is a lease, then within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in non-recordable form executed by the Association.

3. Gift, Devises, Inheritance or Other Transfer. If the unit owner or party in possession giving notice has acquired possession of 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 such party's ownership or possession of his unit. If approved, the approval shall be by a certificate in recordable form executed by the Association.

4. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner, purchaser or lessee of a unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association and contingent upon the occupation of the unit only by those persons who have been approved.

C. Screening Fees. The Association may require the payment of a reasonable screening fee, a sum not to exceed Fifty (\$50.00) Dollars, simultaneously with the giving of notice of intention to sell, lease or of transfer by gift, devise or inheri-

tance for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee.

D. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered or certified mail to the unit owner an agreement to purchase the unit by a purchaser approved by the Association or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the unit owner shall sell the unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell subject to the following:

(a) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase or upon the date designated in the disapproved contract or thirty (30) days after the Association receives from the unit owner intending to sell a unit a continued abstract showing title to be good and marketable or a title commitment from a reputable insurance company, whichever date shall be later.

(b) If the Association shall fail to purchase or provide a purchaser upon demand of the unit owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval in recordable form.

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

3. Gift, Devise, Inheritance or Other Transfers. If the unit owner or occupant giving notice has acquired possession or his title by gift, devise, inheritance or in any other manner then, within thirty (30) days after receipt from such party of the notice and information required to be furnished, the Association shall deliver or mail by registered or certified mail to the unit owner or occupant an agreement to purchase or take possession of the unit concerned by a purchaser approved by the Association to whom the unit owner or occupant must sell or transfer possession of the unit concerned and to whom the unit owner or occupant must sell or transfer possession of the unit upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the 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 unit; 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.

(b) The purchase price shall be paid in cash, except as to any mortgages assumable by the purchaser, at its expense.

(c) The sale shall be closed within thirty (30) days following determination of the sale price upon evidence of title as provided in Paragraph XI(D)(1)(a).

(d) If the Association shall fail to purchase or provide a purchaser as required by this Declaration, 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 in recordable form to the unit owner or occupant.

E. Exceptions. The foregoing provisions of this Article shall not apply to a transfer or purchase by an institutional lender that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure from the mortgagor, his successors or assigns, or through foreclosure proceedings; not shall such provision apply to a transfer, sale or lease by an institutional lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit 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 such provisions apply to Developer or any person who is an officer, stockholder or director of Developer, officers or stockholders in common with Developer, and any such person or corporation or any limited partner or general partner shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of unit(s) without complying with the provisions of this Article and without the approval of the Association. The Association shall not be obligated to provide an approved purchaser nor purchase the unit if the prospective purchaser fails to meet the basic requirements for ownership and use as set forth within the Condominium documents.

F. Unauthorized transactions. Any sale, mortgage, lease or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

G. Mortgages. A unit owner may mortgage his unit without restriction.

H. Notice of Lien or Suit. A unit owner shall give notice in writing to the Association of every lien upon his unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien, and of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner shall receive knowledge or notice thereof. Failure to comply with this paragraph concerning liens will not affect the validity of any judicial sale.

I. Waivers. Whenever in this Article an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any unit and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to timely object in writing to such sale, transfer, pledging or leasing shall constitute waiver by the Association of objection to the written consent otherwise required by this Article, and the Association, upon demand, shall forthwith deliver consent in recordable form.

J. Continuing Liability. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet his interest as provided herein. Every purchaser, tenant or lessee shall take

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subject to this Declaration, the Condominium documents, the Declaration of Covenants and Restrictions for Calusa Club Village, Articles of Incorporation, By-Laws, and Rules and Regulations of the Project Association as well as the provisions of the Act and the Rules and Regulations of the Association, as promulgated from time to time. Each unit owner does hereby irrevocably appoint the Association as his attorney-in-fact in his place and stead to terminate the tenancy of any tenant or lessee who violates any of the terms of the foregoing documents or statutes or who violates the terms and conditions of his lease or tenancy or who violates the landlord/tenant laws of the State of Florida. The Association is also authorized to evict the violating tenant or lessee by process of law, and the unit owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the tenant or lessee, and the Association shall have a lien on said unit to secure the payment of the costs and attorney's fee. The lien shall be foreclosed in the manner provided in this Declaration for foreclosure of assessment liens.

ARTICLE XII

INSURANCE PROVISIONS

A. Liability and Property Damage Insurance.

The Board elected at the first annual meeting of members under the By-Laws shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and insuring the Association and the unit owners as its and their interests appear in such amounts and providing such coverage as the Board may determine from time to time. Premiums for the payment of such insurance shall be paid by the Board, and such premiums shall be charged as a common expense.

B. Casualty Insurance.

1. Purchase of Insurance. The Board elected at the first annual meeting of the members under the By-Laws shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Condominium (including the units, personalty and fixtures initially installed by Developer, but not including property supplied or installed by unit owners or others) and all personal property owned by the Association or included in the common elements, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board, in an amount equal to the maximum insurable replacement value of the improvements without deduction for depreciation, but exclusive of excavation and foundation costs, and an amount equal to the value of the personal property owned by the Association or included in the common elements, as determined annually by the Board. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a common expense.

2. Institutional first mortgagees. Institutional first mortgagees owning and holding first mortgages encumbering Condominium units in the Condominium property having an unpaid dollar indebtedness equal to one hundred thousand (\$100,000.00) dollars or more shall have the right to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to approve the insurance trustee. In the absence of the action of said mortgagees, then the Association shall have said right without qualification.

3. Loss Payable Provisions - Insurance Trustee.

All policies purchased by the Association shall be for the benefit of and made payable to the Association and all unit owners and their mortgagees, as their interests may appear. Such policies shall be deposited with the insurance trustee which may be any bank in Florida with trust powers as may be approved by the Board, which trustee is hereinafter referred to as the "Insurance Trustee," who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. Mortgagee endorsements shall be issued as to said policies. All institutional first mortgagees who own and hold a first mortgage on a Condominium unit shall have a right to receive a certified copy of the insurance policy(s) which are obtained pursuant to this Article, and the party responsible for obtaining said policy(s) shall cause certified copies of said policy(s) to be delivered to such individual first mortgagees immediately upon written request by said mortgagee(s). The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of said policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the 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 - an undivided share for each unit owner - such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Condominium Units: Proceeds on account of Condominium units shall be in the following undivided shares:

(i) Partial destruction - when units are to be repaired and restored - for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.

(ii) Total destruction of Condominium improvements or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owner of all Condominium units - each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(iii) Mortgagees: In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owners 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.

4. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed after first paying or making provision 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 and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying

such costs shall be distributed to the beneficial owners - all remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of insurance proceeds to the payment of reduction of its mortgage debt.

(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 repaired and restored, the proceeds shall be disbursed to the beneficial owners - remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the 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 forthwith shall deliver such certificate.

5. Loss Within a Single Unit. If loss shall occur within a single unit or units without damage to the common elements and/or the party wall between units, the provisions of Paragraphs XII (B)(6) and XII (E) below shall apply.

6. Loss Less Than "Very Substantial." Where a loss or damage occurs within a unit or units or to the common elements or to any unit or units and the common elements but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements with no or minimal damage or loss to any individual units, and if such damage or loss to the common elements is less than Twenty Thousand (\$20,000.00) Dollars to the Association, the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by institutional first mortgagees as well as the common elements, or if the damage is limited to the common elements alone but is in excess of Twenty Thousand (\$20,000.00) Dollars, written notice of such damage shall be given to institutional first mortgagees; the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and

restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of an institutional first mortgagee the written approval shall also be required of the institutional first mortgagee. The Insurance Trustee may rely upon the certificate of the Association, and the aforesaid institutional first mortgagees' written approvals, if said institutional first mortgagees' approvals are required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any affidavit required by law or the Association, the aforesaid institutional first mortgagees and the Insurance Trustee and deliver same to the Insurance Trustee. In addition to the foregoing, the institutional first mortgagees whose approval may be required as aforesaid shall have the right to require the Association to obtain a Completion, Performance and Payment Bond, in such form and amount and with a bonding company authorized to do business in the State of Florida as is acceptable to the said mortgagees.

(d) Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, except that the cost of construction, restoration or repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee repair and restoration of the property.

7. "Very Substantial" Damage. As used in this Declaration or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed as per Paragraph XII (B)(1) becomes payable. Should such "very substantial" damage occur, then:

(a) The Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The Board shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(c) Thereupon, a membership meeting shall be called by the Board to be held not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof so that no special assessment is required, then the Condominium property shall be restored and repaired unless two-thirds (2/3) of the total votes of the members of the Association shall vote to terminate this Condominium, in which case the Condominium property shall be removed from the provisions of the law by recording of an instrument terminating

this Condominium in the Public Records of the county in which this Condominium is located, which said instrument shall further set forth the facts affecting the termination, certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the unit owners shall thereupon become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible personal property and any remaining structures of the Condominium prior to its termination, and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium.

(ii) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, and if a majority of the total votes of the members of the Association shall vote against such special assessment and to terminate the Condominium, the Condominium property shall be removed from the provisions of the law as set forth in Paragraph 7(c)(i), and the unit owners shall be tenants in common in the property in such undivided interests, and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common as is provided in said Paragraph 7(c)(i). In the event a majority of the total votes of the members of the Association shall vote in favor of special assessments, the Association shall immediately levy such assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraphs 6(c) and (d). In the event of a tie vote (fifty (50%) percent votes against special assessments), then the vote shall be construed as if a majority of the total votes of the members of the Association had voted in favor of special assessments. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property as provided in Paragraph XII (6)(c).

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board shall be binding upon all unit owners.

8. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds and, if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

9. Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

10. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building(s), or as the building was last constructed or according to the plans approved by the Board, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

11. Association's Power to Compromise Claim. The Association is irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of claims.

12. Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional mortgagee holding the greatest dollar volume of unit mortgages, said institutional mortgagee shall have the right, at its option, to order insurance policies to be paid to it and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

C. Workman's Compensation Policy. To meet the requirements of law.

D. Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

E. Unit Owners. Each individual unit owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his own unit and for purchasing insurance upon his own personal property.

F. Subrogation. If available and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives his right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests. Insurance companies authorized to do business in the State of Florida shall be conclusively presumed to be good and responsible companies, and the Board shall not be responsible for the quality or financial responsibility of the insurance companies provided same are licensed to do business in the State of Florida.

ARTICLE XIII

USE AND OCCUPANCY

Use of the Condominium property shall be in accordance with the following provisions for the benefit of and enforceable by all the owners of real property within the Project and by the Association and Project Association:

A. The owner of a unit shall occupy and use his unit as a single-family private dwelling for himself and the members of his family and his social guests, and for no other purpose. Occupancy of a unit on a permanent basis is limited to three (3) individuals for each one-bedroom unit, to five (5) individuals for each two-bedroom unit, and to seven (7) individuals for each three-bedroom unit; however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit, not to exceed sixty (60) days in any calendar year. The Association shall have the right to extend the period of visitation within any calendar year.

B. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property or the Project, or which will obstruct or interfere with the rights of other unit owners or other Project owners or annoy them by unreasonable noises or otherwise, nor shall the unit owners commit or permit any

nuisance or immoral or illegal acts in or about the Condominium property or the Project.

C. Domestic cats, dogs and birds in cages shall be allowed in the units, provided that no unit owner shall maintain more than one such house pet, and provided they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. In the event this provision is amended to prohibit any of the pets above delineated, the amendment shall not apply to pets previously lawfully brought to a unit.

D. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the unit, building(s), the limited common elements or the common elements, nor shall they cause awnings or storm shutters, screen enclosures and the like to be affixed or attached to any units, limited common elements or common elements, nor shall they place any furniture or equipment outside their unit except with the prior written consent of the Board and, further, when approved, subject to the Rules and Regulations adopted by the Board. The unit owner may not enclose the exterior terrace, balcony or patio which abuts a unit without the prior written consent of the Association; however, Developer shall have the absolute right to enclose or screen in said exterior terrace, balcony or patio and to determine what type and style of enclosures shall be permitted as to said terrace, balcony or patio, notwithstanding the fact that the prior written consent of the Association is required.

E. No person shall use the common elements or any part thereof, or a unit or the Condominium property 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 are promulgated by the Condominium Association or Project Association.

Notwithstanding the foregoing, Developer shall have the absolute right to transact any business necessary to consummate sales or rentals of units in the Condominium or elsewhere in the Project, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements and to show units. The sales office(s), signs and all items pertaining to sales shall not be considered common elements and shall remain the property of Developer. Developer may use a unit(s) as a sales office and/or model apartment(s). Until Developer has completed and sold all units in the Project, neither unit owners, nor the Association, nor the use of the Condominium property shall interfere with the completion of the proposed improvements and sales.

ARTICLE XIV

MAINTENANCE AND ALTERATIONS

A. The Board may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium property, and may contract for or may join with other condominium associations in contracting for the maintenance of the Condominium property and other type properties, and may delegate to the contractor all the powers and duties of the Association with regard to such maintenance except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board or the membership of the Association. The contractor may be authorized to determine the budget for maintenance of the Condominium and

submit such budget to the Board who shall make assessments for common expenses and collect assessments as provided by this Declaration, the By-Laws and exhibits to this Declaration.

B. There shall be no alterations or additions to the common elements or limited common elements of the Condominium where the cost thereof is in excess of twenty (20%) percent of the annual budget for common expenses, except as authorized by the Board and approved by not less than two-thirds (2/3) of the total vote of the unit owners, provided the aforesaid alterations or additions do not prejudice the rights of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or addition as aforescribed, i.e., as to the common elements or limited common elements of the Condominium, are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board. Where such alterations or additions exclusively or substantially exclusively benefit unit owner(s) requesting same, said alterations or additions shall only be made when authorized by the Board and approved by not less than two-thirds (2/3) of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom and, where said unit owner(s) are ten (10) or less, the approval of all but two (2) shall be required.

Where the approval of unit owner for alterations to the common elements or limited common elements of the Condominium is required in this Declaration and exhibits attached hereto, the approval of institutional first mortgagees whose mortgages encumber Condominium parcels in this Condominium representing not less than seventy (70%) percent of the total unpaid dollar indebtedness as to principal on said parcels at said time shall also be required.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair his unit, all interior surfaces within his unit and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable: air conditioning and heating unit, including compressor and condensor and all appurtenances thereto wherever situated; hot water heater; refrigerator; stove and all other appliances; drains; plumbing fixtures; electric panels; electric wiring, electric outlets and fixtures within the unit; interior doors, windows, screening and glass; all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium); and pay for his electricity and telephone. Water, sewage and waste fees, if applicable, shall be a part of the common expenses if billed to the Condominium as a whole or to each building in the Condominium; however, if individual bills are sent to each unit by the party furnishing said service, each unit owner shall pay said bill for his unit individually. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the owner of said unit. Each unit owner shall maintain, care for and preserve his portions of the limited common elements as provided in Article XV of this Declaration.

2. Not to make or cause to be made any structural addition or alteration to his unit or to the limited common elements or common elements. Alterations within a unit may be made with the prior written consent of the Association and any first mortgagee holding a mortgage on his unit.

3. To make no alteration, decoration, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building(s) whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association. Carpeting within a unit may only be changed as to the type of floor covering other than carpeting with the prior written consent of the Association. Noncarpeted areas within a unit or within a limited common element which is for the exclusive use of a unit may only be changed as to the type of floor surface thereon with the prior written consent of the Association, and said parties shall comply with all Rules and Regulations adopted by the Board. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owner's contractor, subcontractor or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow the Board or the agents or employees of the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements or in case of emergency, circumstances threatening units, limited common elements or the common elements or to determine compliance with the provisions of this Declaration and the By-Laws.

5. To show no signs, advertisements or notices of any type on the common elements, limited common elements or his unit and to erect no exterior antenna or aerials except as consented to by the Board. The foregoing includes signs within a unit which are visible from outside the unit.

D. In the event the owner of a unit fails to maintain the said unit and limited common elements as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, on its own behalf, shall have the right to proceed in a Court of equity for the injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the owner of a unit and the unit for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employee, agents or any subcontractors appointed by it enter a unit at all reasonable times to do such work as is deemed necessary by the Board to enforce compliance with the provisions hereof.

E. The Association, subject to written approval by the Property Owners Association, shall determine the exterior color scheme of the buildings and all exteriors and interior color schemes of the common elements, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window and/or exterior surface or replace anything thereon or affixed thereto without the written consent of the Association.

F. The Association shall be responsible for the maintenance, repair and replacement of the common elements and all portions of the Condominium property not required to be maintained, repaired and/or replaced by the unit owner(s). The Association may enter into a maintenance and service contract with a maintenance firm on such basis as it deems advisable for and on behalf of all unit owners and, in such event, the monthly assessments due from each unit owner shall be increased by such sum as the Associations deem fair and equitable under the

circumstances in relation to the monthly charge for said maintenance and service contract. The aforesaid assessment shall be deemed to be an assessment under the provisions of Article X of this Declaration.

ARTICLE XV

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain unit owners or a certain unit owner to the exclusion of other unit owners are designated as "limited common elements" including balconies, patios and terraces, if any, and are shown and located on Exhibit 2. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as, and paid for, as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and the exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse of a unit owner, his family, guests, servants and invitees, he shall be responsible therefor and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common elements consist of a terrace, balcony or patio, the unit owner who has the right to the exclusive use of said terrace, balcony or patio shall be responsible for the maintenance, care and preservation of the paint and surface of the interior walls and windows or screening thereon, where applicable, including floor and ceiling, within said exterior terrace, balcony or patio and the fixed and/or sliding glass door(s) in the entrance way(s) to said terrace, balcony or patio and the wiring, electrical outlet and fixtures thereon, if any, and the replacement of light bulbs, if any.

If there is a terrace, balcony or patio adjacent to a Condominium unit, said terrace, balcony or patio adjoining and adjacent to each unit is a limited common element of said unit and for said unit's exclusive use.

ARTICLE XVI

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in the Act at any time. In addition thereto, when there has been "very substantial" damage as defined in Paragraph XII(B)(7), or in the event of condemnation, this Condominium shall be subject to termination as provided in Paragraph XII(B)(7) and, in this event, the consent of the Association shall be required. The proposed voluntary termination shall be submitted to a meeting of the membership of the Association pursuant to notice and, if approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association and by all institutional mortgagees, then the Association and the approving owners, if they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and, if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option: An agreement to purchase executed by the Association and/or the record owners of the Condominium parcels who will participate in the purchase shall be delivered by personal delivery or mailed by certified or registered mail to each of the record owners of the Condominium

parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which Condominium parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all Condominium parcels owned by the owners not approving the termination, but the agreement shall effect a separate contract between the seller and his purchaser.

B. Price: The sale price for each condominium parcel shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and, in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: The purchase price shall be paid in cash.

D. Closing: The sale shall be closed within thirty (30) days following the determination of the sale price, upon evidence of title as provided in Paragraph XI(d)(1)(a) hereof.

ARTICLE XVII

SUBSTANTIAL COMPLETION

If construction of the Condominium is not substantially completed then, upon substantial completion, this Declaration shall be amended to include a certificate of a surveyor, authorized to practice in the State of Florida, that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

ARTICLE XVIII

EASEMENTS

The Condominium Association and its members, other condominium associations, whether now existing or hereinafter created in the Project and their members, the Property Owners Association and its members, and Developer, successors and assigns and designees, by virtue of the execution of this Declaration and the exhibits attached hereto, are hereby granted a non-exclusive easement for ingress and egress over, through and across the common elements and limited common elements other than the terraces, balconies and patios, which are intended for vehicular and pedestrian purposes, and such parties are further hereby granted a pedestrian easement over and across the common elements and limited common elements other than the terraces, balconies and patios and a non-exclusive easement for ingress and egress on streets, walks, and other rights-of-way serving the units as part of the common elements and the limited common elements other than the terraces, balconies and patios to provide reasonable access, and such parties are further hereby granted an easement for all electric, water, sewer, telephone and all other utilities, including (without limitations) the non-exclusive use of the Condominium meter room(s), necessary or desirable to be used in connection with the Condominium and/or the Project, and such parties are also further hereby granted a non-exclusive easement for access to a public way over the

Common Driveway (in the case of members of any and each of the mentioned condominium associations, as part of each condominium's common elements).

ARTICLE XIX

PLAN OF DEVELOPMENT

The Condominium property is a portion of the Project, more particularly described in Exhibit "6," attached hereto and by reference made a part hereof. A portion of the Project, other than the subject Condominium(s) may contain existing improvements which Developer may, (but shall not be obligated to) subject subsequently to condominium ownership as separate condominium regime(s). Other portions of the Project encompass land which is presently unimproved and which Developer may subsequently develop with improvements suitable for residential units. Such undeveloped land, when and if developed, may or may not be architecturally similar to the improvements within the subject Condominium and may or may not be submitted to condominium ownership. The remaining portions of the Project where Developer presently plans to develop condominiums, other than the subject Condominium, if submitted to condominium ownership by Developer, may be submitted to condominium ownership by separate declarations of condominium therefor in fourteen (14) additional condominiums each of which will be a separate condominium and not a part of the subject Condominium. The separate areas comprising these proposed condominiums are described in composite Exhibit 6 as Sub-Exhibits 6A-6M. Developer shall not be obligated, if it does submit any of such property to condominium ownership, to declare such condominium on exactly the lands described in Exhibit 6, and may combine portions of such area into one condominium and may alter the boundaries thereof, or may declare more than fourteen (14) additional condominiums. The sole purpose in delineating such parcels hereby is to reflect Developer's current plans.

Other portions of the Project contain improvements to be constructed which may include three recreational buildings and non-heated swimming pools, and whirlpool spas, and two (2) unlighted, fenced tennis courts which, if Developer decides to proceed to their construction, may benefit and service all residential improvements of whatever nature, presently or hereafter, constructed within the Project, including the subject Condominium. In the event Developer decides to construct the mentioned improvements, it reserves the right to alter their location and specifications. All owners of residential units within the Project, whether such units are submitted to condominium ownership, or otherwise owned in fee simple, and their tenants, shall have the benefit of and the right to use, on a non-exclusive basis, with all other owners or tenants of units within the Project, all facilities presently or hereafter constructed within the Recreation Parcels, as well as all Green/Open Areas and Common Driveway and Parking Areas, as defined in the Declaration of Covenants and Restrictions for Calusa Club Village. Developer presently holds title to the Recreation Parcels, as well as all Green/Open Areas and Common Parkway and Parking Area; however, Developer agrees that prior to the time it conveys title to the last unit in the Project it will convey title to the Recreation Parcels, Green/Open Areas and Common Parkway and Parking Areas to the Property Owners Association.

The maximum number of residential units which may be constructed within the Project and which may ultimately be entitled to utilize and required to contribute to the cost of the Recreation Parcels, Green/Open Areas, and Common Parkway and Parking Areas is 707 Units, including the units within the

subject Condominium. The minimum number of units which may utilize and share in the cost of maintaining the Recreation Parcels is the number of units within the subject Condominium (to wit: 36) as well as those units presently existing or under construction in other areas within the Project, (to wit: 36) for a total of seventy-two (72).

There are presently constructed and may hereafter be constructed within the Project certain paved vehicular driving surfaces and paved vehicular parking spaces which are intended and designed to provide ingress and egress to and parking spaces for the Project. Said driving surfaces and parking spaces, which are not assigned, as now or hereafter from time to time exist, may also be utilized by owners or tenants of units within other residential building(s) presently or hereafter constructed in areas of the Project, other than the subject Condominium, and owners of units within the subject Condominium may utilize such driving surfaces and parking spaces, which are not assigned by Developer to other condominium building(s) or residential units, as now or hereafter from time to time exist within other portions of the Project, not included in the subject Condominium. The vehicular parking spaces in the subject Condominium are shown on Exhibit 2 and those are used solely by the owners of those Units and their tenants, the owners of units within the subject Condominium shall not have the right to use the assigned parking spaces as now or hereafter from time to time exist within other portions of Project not included in the subject Condominium. All such owners shall share in the cost of maintaining and repairing such parking surfaces and driving surfaces. The basis on which such owners and tenants may use and shall share in the cost of maintaining such driving surfaces and parking surfaces is set forth in a Declaration of Covenants and Restrictions for Calusa Club Village.

All owners of units entitled to use such facilities, whether or not submitted to condominium ownership, now constructed or hereafter constructed within the Project, shall contribute to the cost of maintaining the Recreation Parcels and the foregoing driving surfaces and parking surfaces and the Green/Open Areas, on a proportional basis. Each unit shall bear the proportional share of such costs of maintenance and upkeep, based upon a fraction, the numerator of which is one (1) and the denominator of which initially will be the number of units which are presently constructed or under construction within the Project to wit: seventy-two (72), and thereafter the number of units subject to the assessments of the Property Owners Association. If Developer subsequently elects not to construct additional residential units on the undeveloped portion of the Project or if, having constructed any such units, Developer elects not to avail itself of the right to allow those units to utilize the Recreation Parcels, appurtenant parking and driving surfaces, and Green/Open Areas not encompassed by the site of such units, Developer shall file a statement to that effect in the Public Records of Dade County, Florida, whereupon those units will henceforth have no right to utilize the Recreation Parcels, appurtenant parking and driving surfaces, or the Green/Open Areas within areas other than the areas encompassed by the site plan for such units and such units shall henceforth not be liable for payment of any share of the assessments in management, maintenance, and ultimate ownership of such areas. At such time, the units within the subject Condominium will pay a proportionate share for the cost of maintaining such parking and driving surfaces as they shall have the right to use and the full driving surfaces as they shall have the right to use and the full cost of managing, maintaining, and ultimate ownership of the Recreation Parcels and appurtenant parking and driving surfaces and the Green/Open Areas based upon a fraction, the numerator of which is one (1) and the denominator of which is the number of units then utilizing and having the right to

utilize the Recreation Parcels, appurtenant parking and driving surfaces, and the Green/Open Areas. If Developer does add additional building(s) on the undeveloped portion of the Project, then the formula for sharing shall be altered so that the denominator of the fraction is the number of total units in the Project which utilize such facilities in common.

Until such time as Developer conveys title to the Recreation Parcels, the Common Driveway and Parking Areas, and the Green/Open Areas to the Project Association, Developer shall maintain the Recreation Parcels, the Common Driveway and Parking Areas, and the Green/Open Areas and shall collect from the owner of each unit, the proportionate share of such units' contribution to such management, maintenance, and ownership. All owners of units within the subject Condominium and all owners of units within the Project which are entitled to utilize the Recreation Parcels, appurtenant parking and driving surfaces, and the Green/Open Areas shall be members of the Project Association and shall have such voting rights and membership interests therein as are provided in its Articles of Incorporation and By-Laws.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. The unit owners shall not be deemed to own the undercoated and/or unfurnished surfaces of the perimeter walls, floors and ceilings surrounding their respective units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through the respective units which are utilized for or serve more than one unit, which items are, by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's unit, and shall also be deemed to own the inner decorated and/or finished paint, wallpaper, etc.; however, all load bearing walls located within the condominium unit are a part of the common elements to the unfinished surface of said wall.

B. The unit owners agree that, if any portion of a unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of such, so long as it stands shall and does exist, is hereby granted. In the event a Condominium building(s) is partially or totally destroyed and then rebuilt, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or units as aforescribed, due to construction, shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

C. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities, or by the abandonment of his unit.

D. Where required, the owners of each and every Condominium parcel shall file a return as to said parcel for the purpose of ad valorem taxes with the Tax Assessor of the county wherein the Condominium is situated, or for such other future legally authorized governmental office or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium parcel in his unit and in the common elements shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals one hundred (100%) percent of the value of all of the land and improvements thereon.

E. All provisions of this Declaration, exhibits attached thereto and amendments thereof shall be construed as covenants running with the land and of every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto; and every unit owner or occupant of any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration and exhibits annexed thereto and any amendments thereof.

F. If any of the provisions of this Declaration, the By-Laws, the Articles of Incorporation of the Association or of the Act, or any section, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the By-Laws, the Articles of Incorporation or the Act, and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Except for annual meetings, proof of the mailing or personal delivery by the Association shall be given by an affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association at the Secretary's residence in the Condominium or, in the case of the Secretary's absence, then the President of the Association at his residence in the Condominium and, in his absence, to any member of the Board of the Association. The change of the mailing address of any party as specified herein shall not require an amendment of this Declaration.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is not a personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the Estate of such deceased owner is being administered. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration.

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting Developer or the Board from authorizing the removal of or removing any party wall between any units in order that the said units might be used together as one integral unit. In such event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined. Developer shall have the right to use a portion of the common elements of the Condominium property for the purpose of aiding in the sale of Condominium units including the right of use portions of the

Condominium property for parking for prospective purchasers and such other parties as Developer determines. The foregoing shall mean and include the right to display and erect signs, billboards and placards, and store, keep and exhibit same, and distribute audio and visual promotional materials upon the common elements of the Condominium property.

I. Subsequent to the filing of this Declaration, the Association, when authorized by a vote of the majority of the total vote of the members of the Association and approved by the owners and holders of institutional mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against the Condominium, may, alone or together with other Condominium Associations and others, purchase and/or acquire and enter into agreements from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses. The provisions of this Paragraph I are paramount to and superior to all other provisions of this Declaration as to the matters set forth in this Paragraph.

J. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the singular shall include the plural and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

K. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or exhibits annexed.

L. Where an institutional first mortgage, by some circumstances, fails to be a first mortgage but it is evidenced that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and exhibits annexed, be deemed to be an institutional first mortgage.

M. If any term, covenant, provision, phrase or other element of the Condominium documents is held 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, provisions, covenant or element of the Condominium documents.

N. The Association, by its execution of this Declaration, approves the foregoing and all of the covenants, terms, conditions, duties and obligations of this Declaration and exhibits annexed. The unit owners, by virtue of their acceptance of the Deed of Conveyance as to their units, hereby approve the foregoing and all of the terms, conditions, duties and obligations of this Declaration and exhibits annexed.

O. No Condominium parcel owner shall bring or have any right to bring any action for partition or division of the Condominium property.

P. The real property submitted to Condominium ownership herewith is subject to conditions, limitations,

restrictions, reservations and all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by Developer, the Project of the Association, for the benefit of such persons as Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the buildings and improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

Q. Notwithstanding the fact that the present provisions of the Act are incorporated by reference and included herein thereby, the provisions of this Declaration and exhibits attached hereto shall be paramount to the Act as to those provisions where permissive variances are permitted; otherwise, the provisions of the Act shall prevail and be deemed incorporated therein.

R. Notwithstanding the foregoing and except as provided in the Act, in case of condemnation or substantial loss to the units and/or common elements of the Condominium, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or unit owners (other than Developer) have given their prior written approval, the Condominium Association shall not:

1. change the pro rata interest or obligations of any unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds for condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

2. partition or subdivide any unit;

3. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause);

4. use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such property.

S. The Association shall make available to unit owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the declaration, bylaws, or other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

T. Upon written request to the Association, any holder of a first mortgage is entitled, to a financial statement for the immediately preceding fiscal year.

U. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing is mortgage.
- b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association.
- d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

V. The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as specified and required in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officer and its corporate seal affixed this 17 day of JANUARY, 1984.

Signed, sealed and delivered in the presence of:

St. Barthelemy
Donna Nelson

KREFELD COMPANY N.V., a Netherlands Antilles Corporation

By: [Signature]
Managing Director

(CORPORATE SEAL)
Attest: [Signature]
Managing Director

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 17 day of JANUARY, 1984, by EDUARDO A. CAMET, and PETER J. BRENNAN, Managing Directors of KREFELD COMPANY N.V., a Netherlands Antilles corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Florida at Largo

My Commission Expires:
Notary Public, State of Florida
My Commission Expires April 4, 1985
Bonded Thru Troy Fair Insurance, Inc.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and exhibits annexed.

IN WITNESS WHEREOF, the above-described corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed this 17 day of JANUARY, 1984.

Signed, sealed and delivered in the presence of:

CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D
SOUTH ASSOCIATION, INC., a Florida
Corporation Not for Profit

[Signature]
Donna m Olson

By: Ronald A Shuffield
President

Attest: [Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 17 day of JANUARY, 1984, by RONALD SHUFFIELD and PATRICK DUNNIGAN, respectively President and Secretary of CALUSA CLUB VILLAGE CONDOMINIUM ASSOCIATION BLDG. D SOUTH, INC., a Florida corporation not for profit, on behalf of said corporation.

[Signature]
Notary Public, State of
Florida at Large
NOTARY PUBLIC
STATE OF FLORIDA
1984

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 4, 1985
Bonded thru TFC Insurance, Inc.

LEGAL DESCRIPTION OF CANNOT VILLAGE COWBOYDIA
BOG. "O" SOUTH.

A portion of the North 1/2 of the NE 1/4 of Section 2, Township 55 South, Range 29 East, Dodge County, Florida, being described as follows:

Commence at the North $\frac{1}{2}$ corner of said Section 2, thence N87°42'02"E along the South line of the NE $\frac{1}{4}$ of said Section 2 for 120.75 feet, thence S 65°17'58"E for 194.32 feet to the Point of Beginning of the parcel of land hereinafter described, thence S57°42'00"E for 142.00 feet, thence S 35°19'00"W for 150 feet, thence S57°41'00"E for 1.42 feet, thence S30°14'00"W for 62.00 feet, thence N57°41'00"W for 12.67 feet, thence S52°14'00"W for 13.50 feet, thence N57°41'00"W for 14.00 feet, thence N30°14'00"E for 15.50 feet, thence N37°41'00"E for 12.67 feet, thence N37°41'00"E for 62.00 feet, thence S57°41'00"E for 14.61 feet, thence N37°14'00"E for 15.50 feet to the Point of Beginning.

Containing 0.457 acetyl, more or less

THIS CERTIFICATION made this day of 19 by the undersigned Registered Land Surveyor authorized to practice in the State of Florida is made pursuant to the provisions of Section 116.10(4)(c) of the Florida Statutes effective January 1, 1977, as amended and certifies that this survey and plot plan, description, floor plans, graphic descriptions, and other materials together with the Declaration are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. Further, this is a certification that this survey and plot plan, description, floor plans, graphic description, and other material in connection herewith and the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

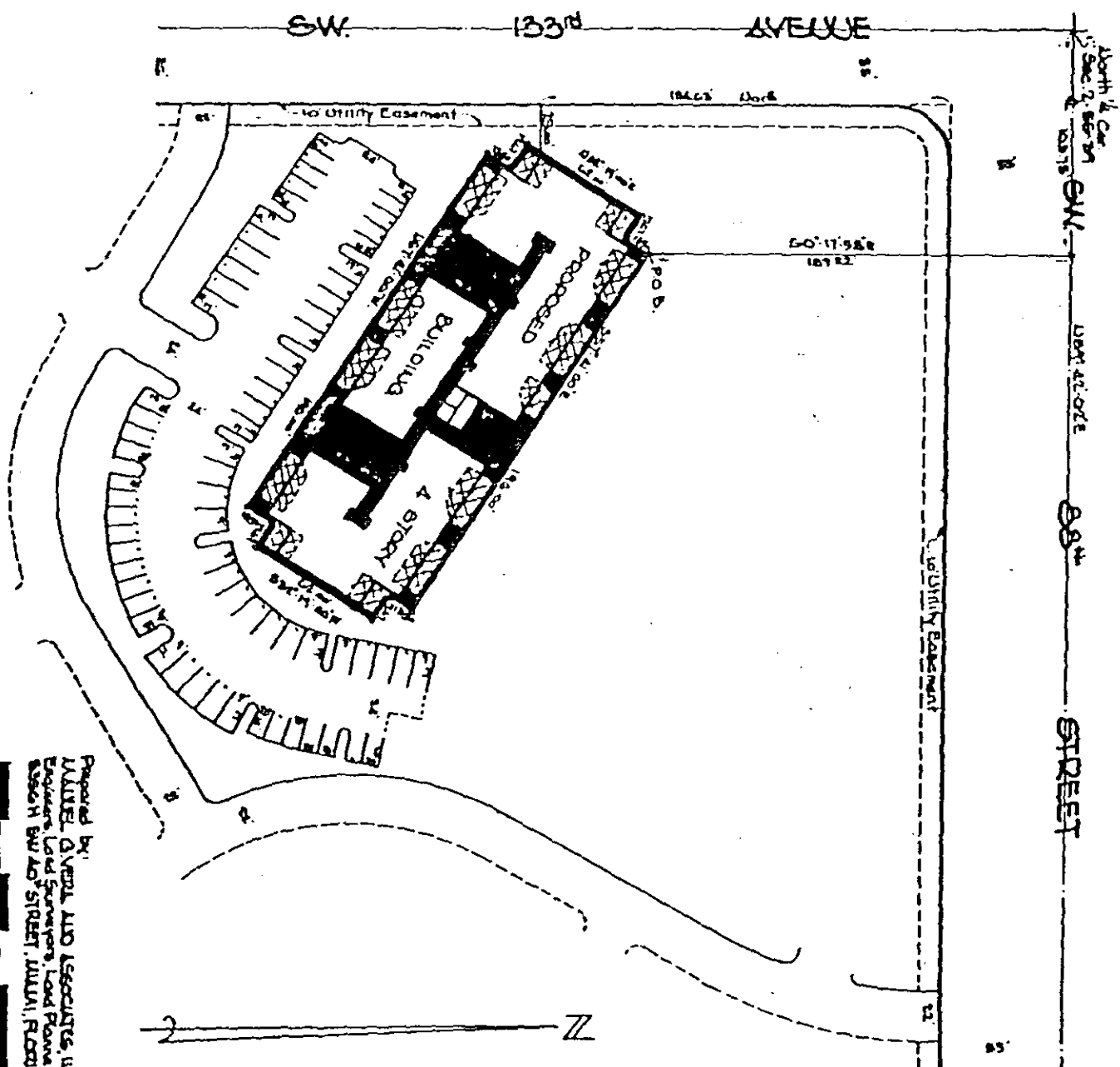
HAUDEL Q. VERA AND ASSOCIATES, INC.

By Manuel A. Vera Pres.
Registered Land Surveyor US 2262
State of Florida.

NOTE: Location and dimensions of buildings and other facilities shown herein were obtained from plans prepared by ARCHITECTS, Architects and Planners, 1000 South Dixie Highway, Suite 216, Coconut Grove, Miami, Florida 33133, and are subject to change or revision at a later date.

COMMON ELEMENTS

LIMITED COMMON
ELEMENTS



Prepared by:
WALTER G. DYER AND ASSOCIATES, INC.
Engineers, Land Surveyors, Land Planners,
Architects
2000 NW 40th STREET, MIAMI, FLORIDA
33150

CLERK NOTE:

FOR DECLARATION OF CONDOMINIUM
OFFICIAL RECORD BK 12173 PG. 1027

CAUSA CLUB VILLAGE
FOR
CONDOMINIUM BLDG D SOUTH

LEGAL DESCRIPTION OF CAUSA CLUB VILLAGE CONDOMINIUM
BLDG. 1 SOUTH

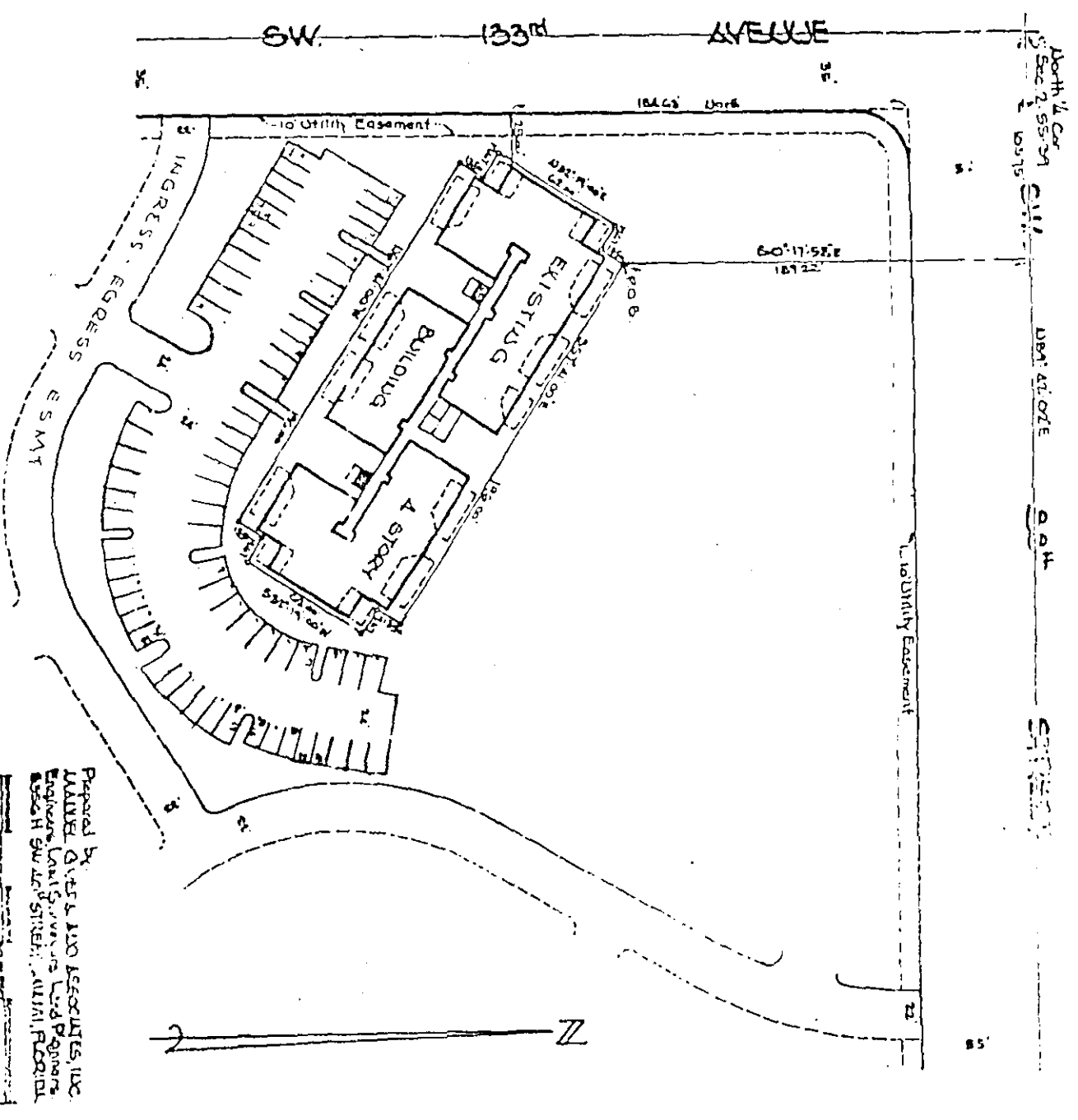
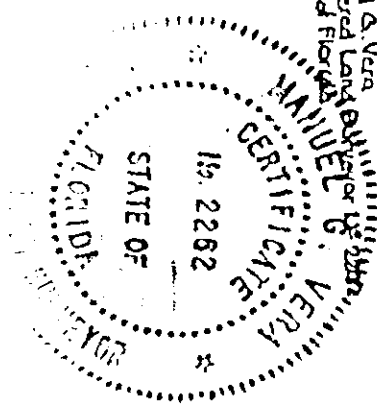
A portion of the North 1/4 of the West 1/2 of Section 2, Township 55 South, Range 39 East, Bada County, Florida, being described as follows:

Commence at the North 1/4 corner of said Section 2; thence West 41° 07' E along the North line of the West 1/2 of said Section 2 for 103.15 feet; thence S 0° 17' 58" E for 187.22 feet to the Point of Beginning of the portion of land hereinafter described; thence S 51° 41' 00" E for 196.00 feet; thence S 30° 19' 00" W for 150.00 feet; thence S 67° 41' 00" E for 11.61 feet; thence S 30° 19' 00" W for 12.50 feet; thence S 67° 41' 00" E for 12.50 feet; thence S 30° 19' 00" W for 12.50 feet; thence S 67° 41' 00" E for 12.50 feet; thence S 30° 19' 00" W for 12.50 feet; thence S 67° 41' 00" E for 12.50 feet; thence S 30° 19' 00" W for 12.50 feet; thence S 67° 41' 00" E for 12.50 feet to the Point of Beginning.

Containing 0.457 acres, more or less.

This CERTIFICATION made this 8TH day of JUNE OF 1983 by the undersigned Registered Land Surveyor, authorized to practice in the State of Florida is made pursuant to the provisions of Section 118 (1)(a)(e) of the Florida Statutes effective January 1, 1971, as amended and certifies that this survey and plot plan, description, floor plans, graphic descriptions, and other materials together with the Declaration are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. Further, this is a certification that this survey and plot plan, description, floor plans, graphic descriptions, and other materials in connection herewith, and the creation of the improvements is in substantial compliance with the provisions of the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

MANUEL Q VERA AND ASSOCIATES, INC.
by *Manuel Q. Vera*
Manuel Q. Vera
Registered Land Surveyor
State of Florida



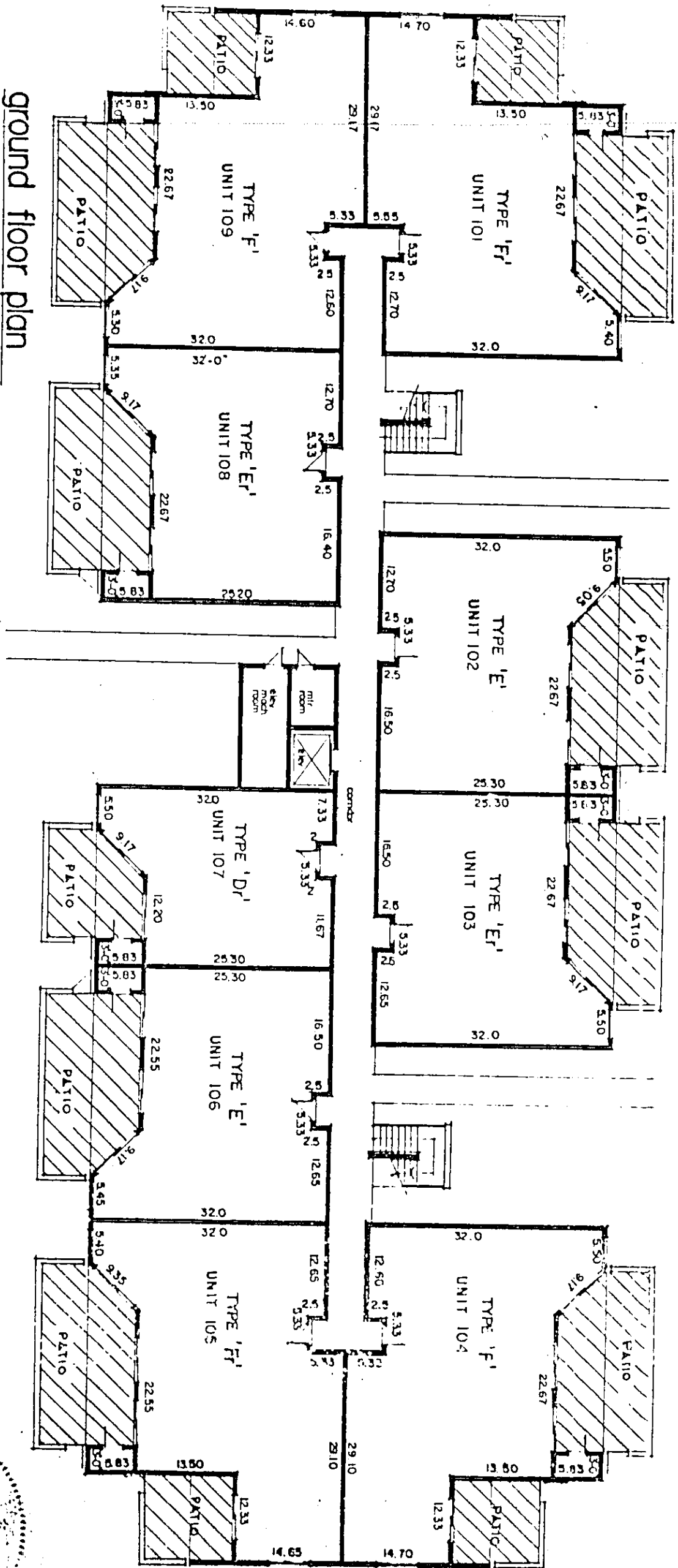
Prepared by:
MANUEL Q VERA AND ASSOCIATES, INC.
Engineers, Land Surveyors, and Planners
8500 SW 40th Street, Miami, Florida
Scale: 1" = 10'

CAUSA CLUB VILLAGE
CONDOMINIUM BLDG 1 SOUTH



soak in feet?

ground floor plan



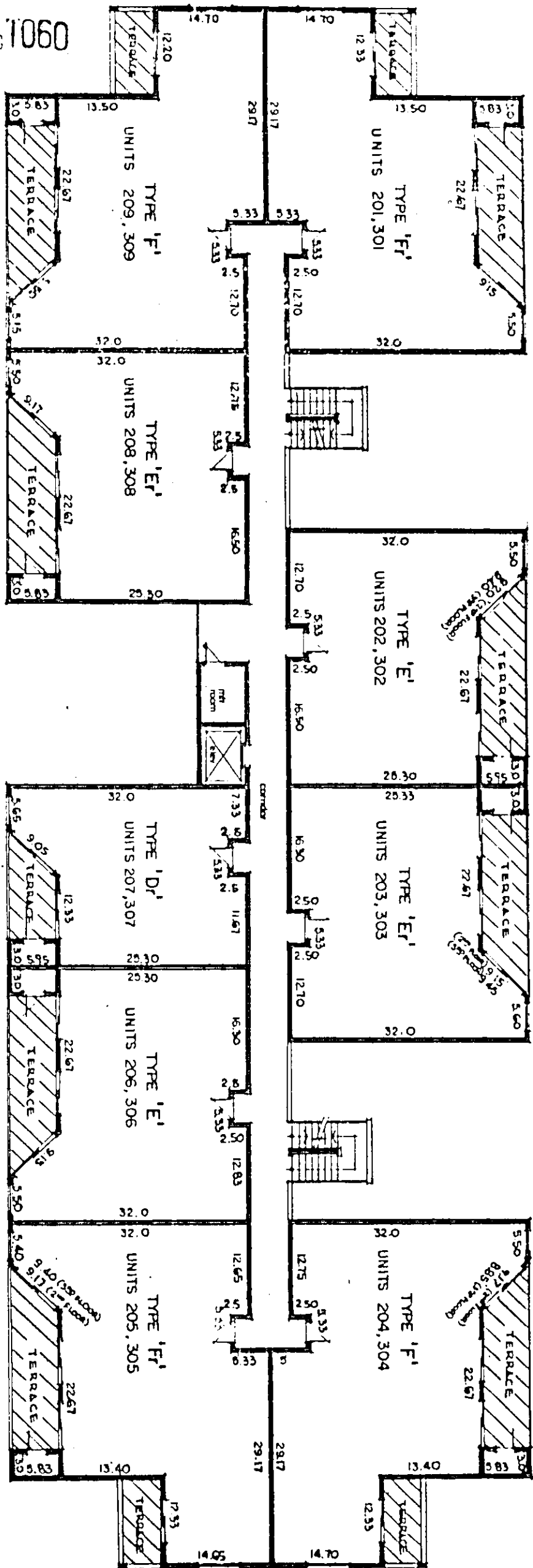
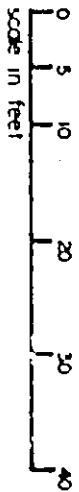
CALUSA CLUB VILLAS
CONDOMINIUM 'D' SOUTH

EXHIBIT - 3
PAGE 2 OF 17

PREPARED BY
MADELL, G. VERA AND ASSOC. INC.
EN GUAYMAS, SAGUAPUR DE MAYOR
8354 H St. E. S. 10000 BORDO 13155

typical second & third plan

DEPOTES LIMITED COMMON ELEMENTS

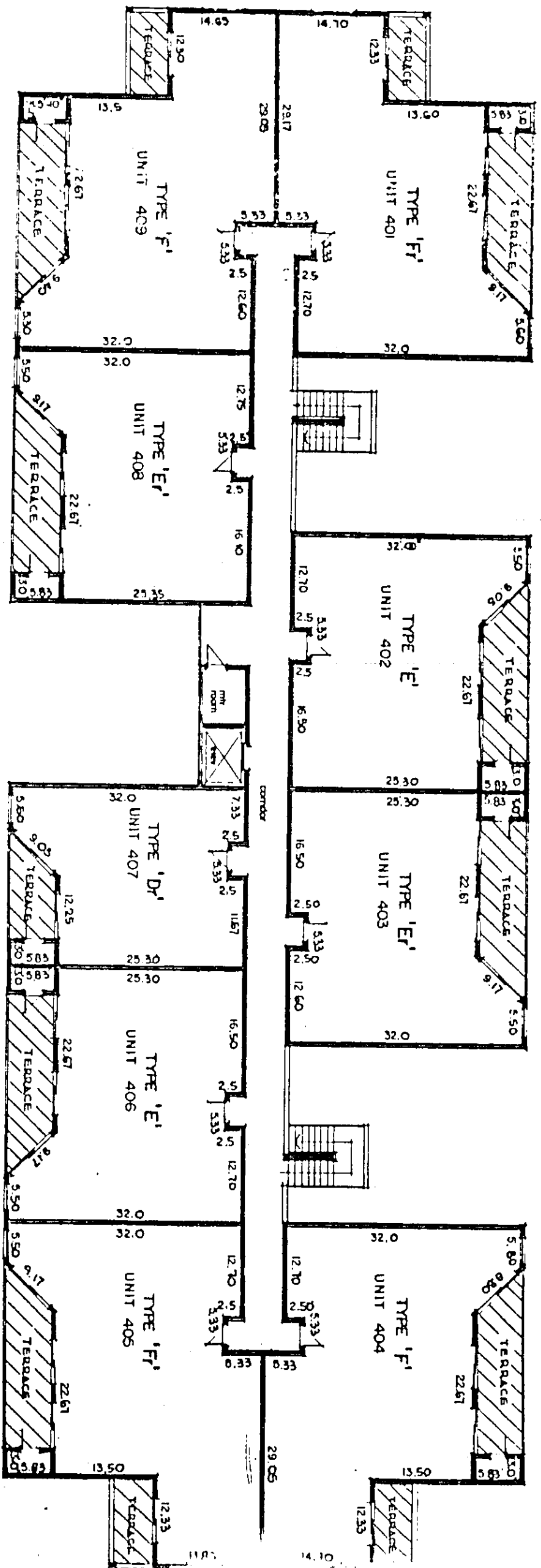


CALUSA CLUB VILLAS
CONDOMINIUM 'D' SOUTH

EXHIBIT
PAGE 5 OF 11

PREPARED AND
MADELEINE G. GERRA AND ASSOC., LLC
ENGINEERS AND SURVEYORS, P.A.
2050 N.W. 40th St. MIAMI, FLORIDA 33155

STATE OF FLORIDA
2282



fourth floor plan

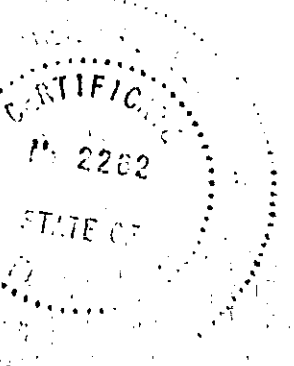
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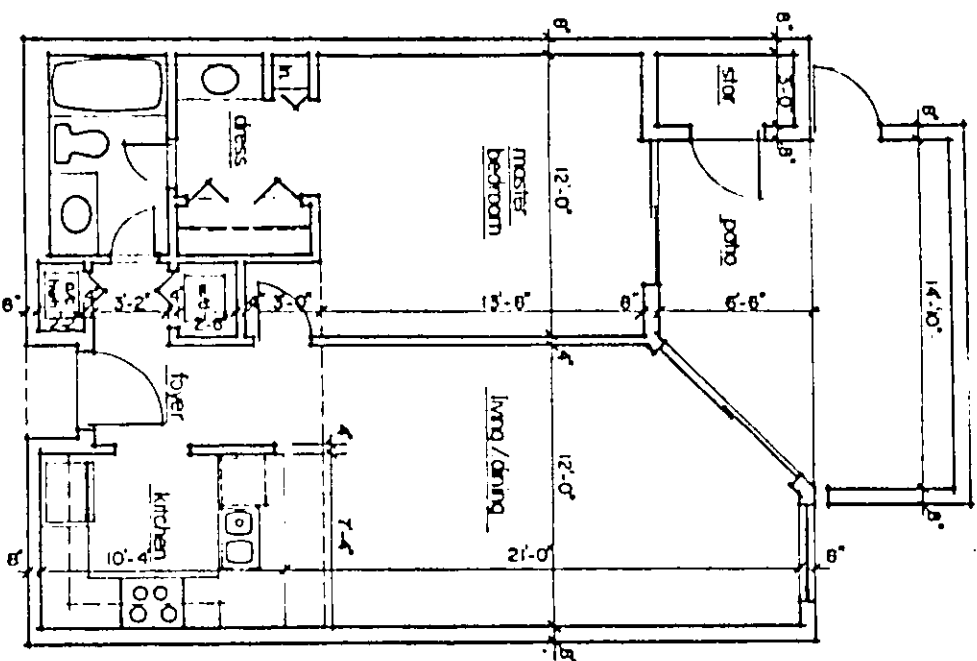
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DELVOTES LIMITED COMMON ELEMENTS

CALUSA CLUB VILLAS CONDOMINIUM 'D' SOUTH

PREPARED BY:
MANUEL G. VERA, LUD ASSOC, INC.
ENGINEERS, LAND SURVEYORS, PLANNERS
8056 N SW 40 ST, MIAMI, FLORIDA 33157



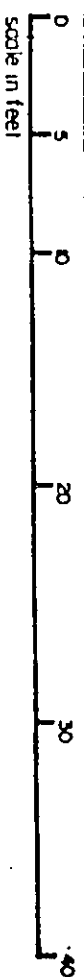


Unit type 'Dr'

GROUND FLOOR PLAN

BUILDING TYPE 7 : UNIT 107

TYPICAL APARTMENT DIMENSIONS



CALUSA CLUB VILLAGE
CONDOMINIUM BLDG. D SOUTH

PREPARED BY: VERA AND ASSOC., INC.
LAWYER: G. VERA AND ASSOC., INC.
ENGINEER: LINDA B. BARNES, P.A.
8356 N. SW 45th Ave, Miami, Florida 33157

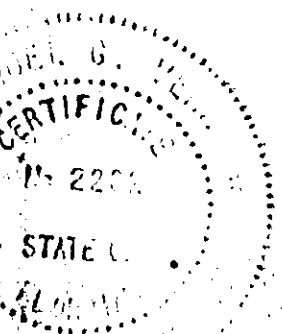
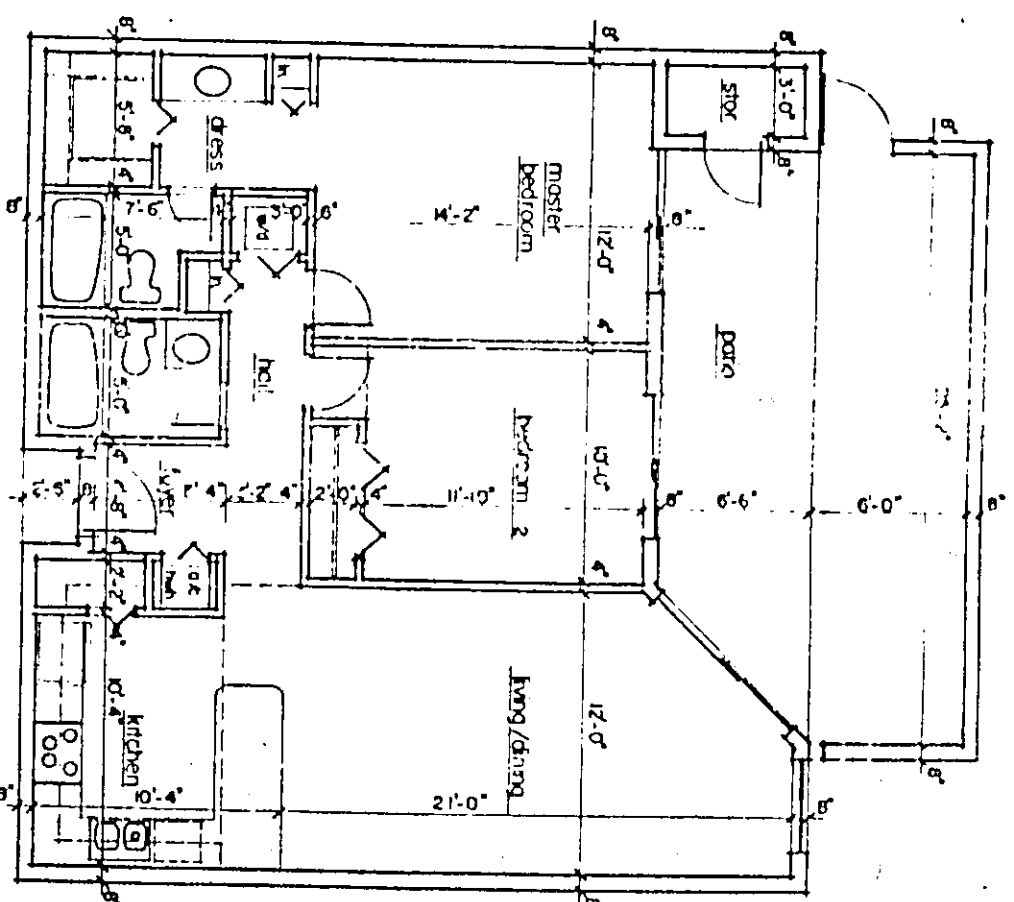
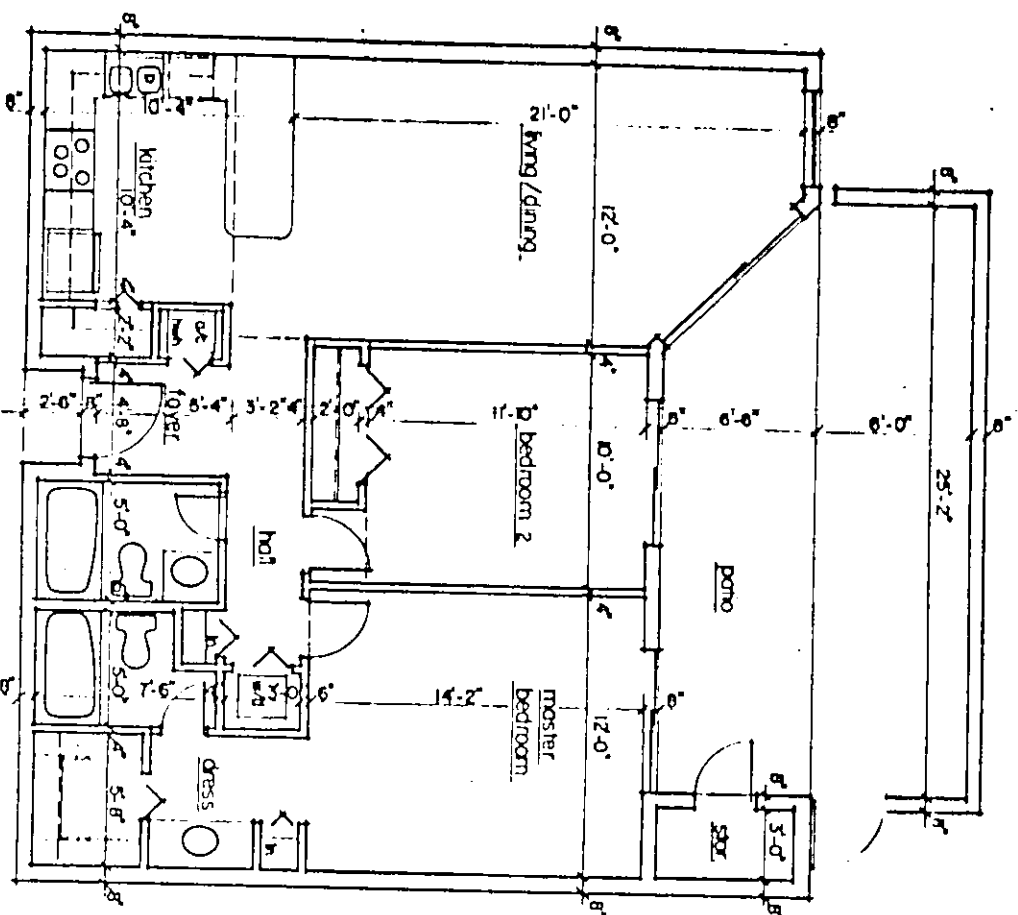


EXHIBIT
PAGE 5 OF 11



TYPICAL APARTMENT DIMENSIONS

Scale in feet

0 5 10 20 30 40

CALUSA CLUB VILLAGE CONDOMINIUM BLDG. "D" SOUTH

unit type 'E'

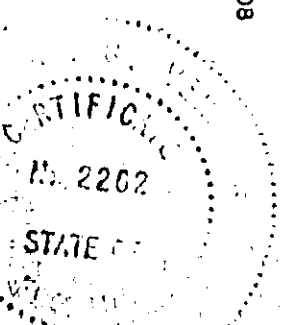
GROUND FLOOR PLAN

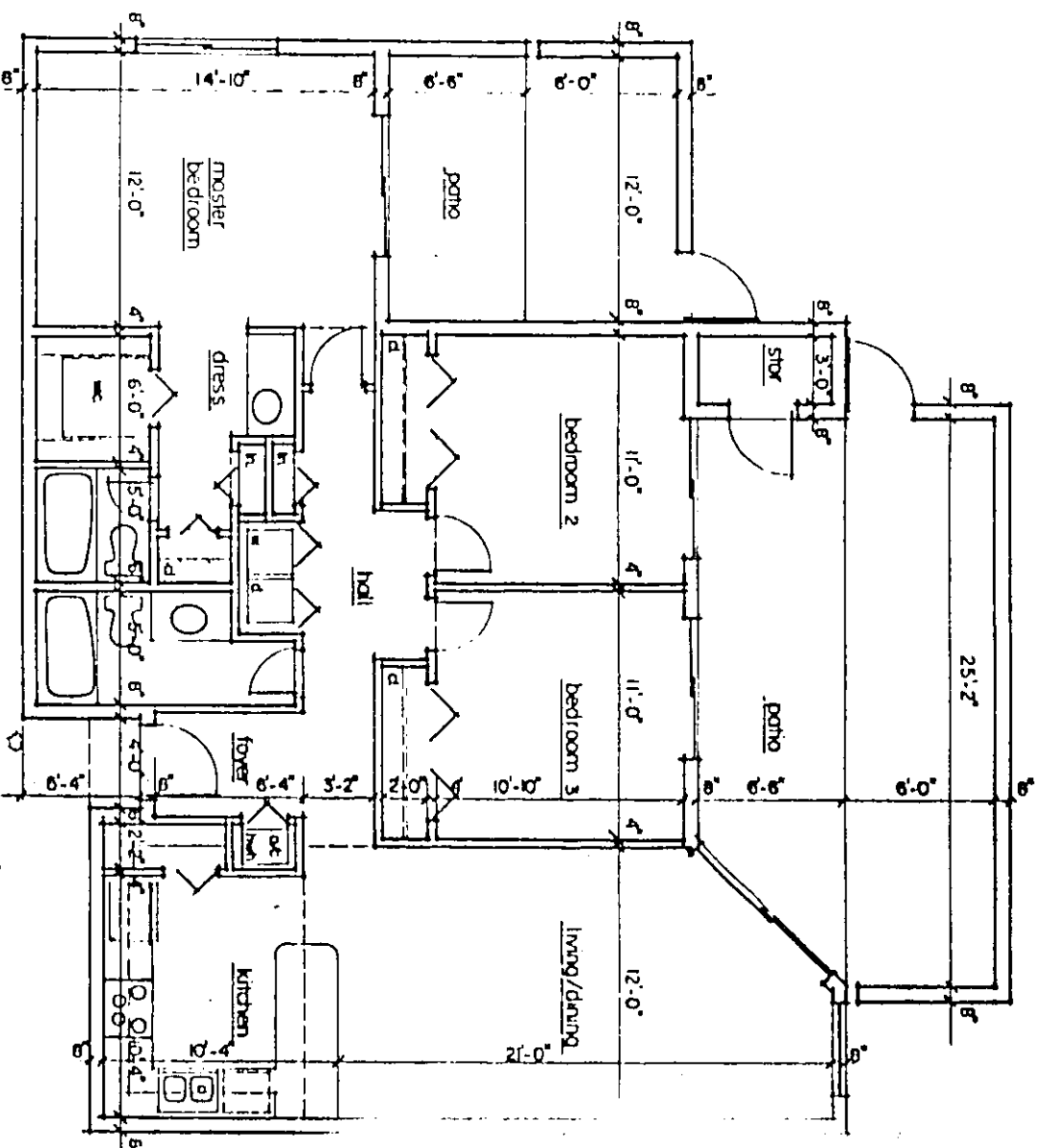
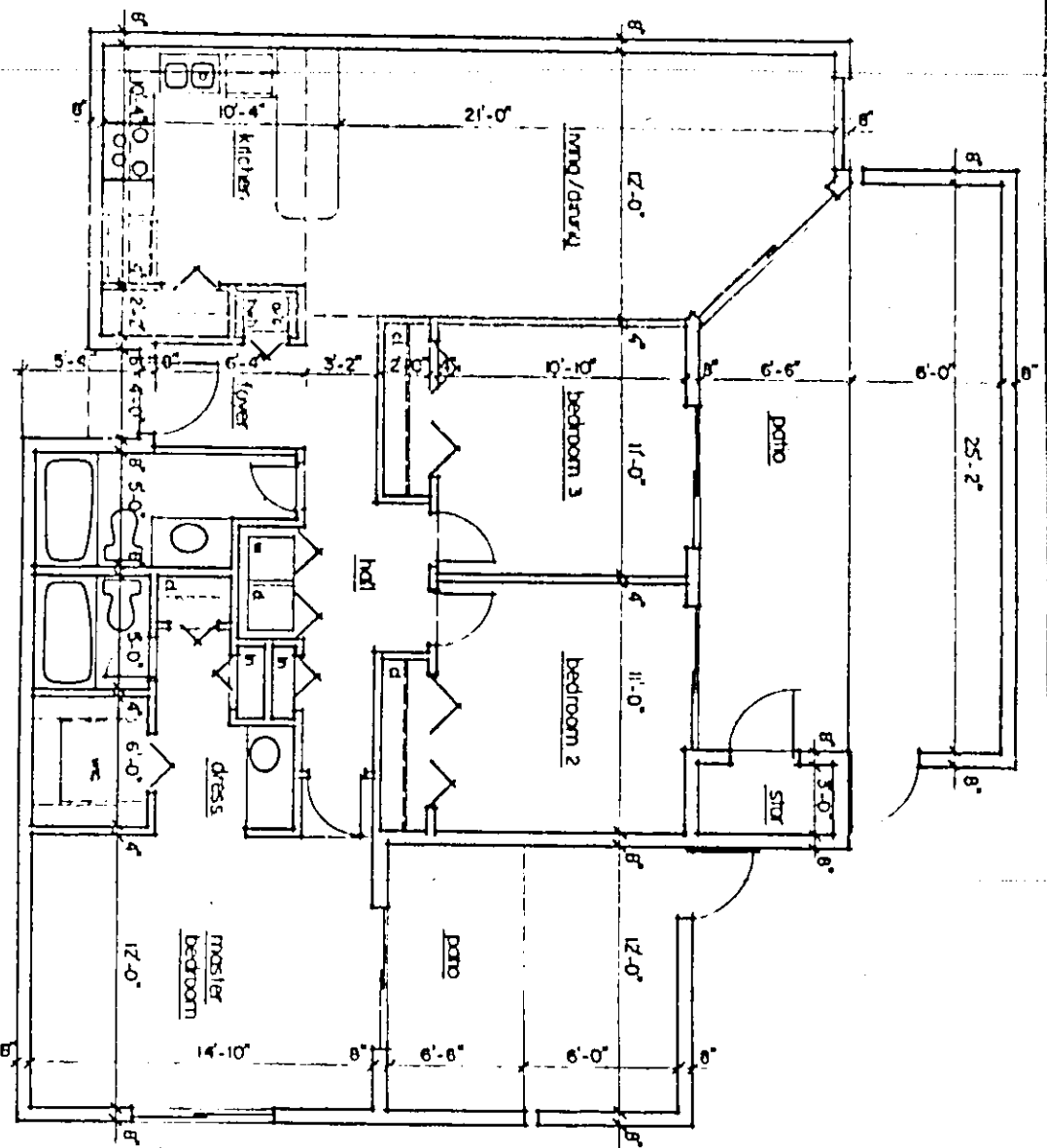
BUILDING TYPE 7: UNITS 102, 106

unit type 'Er'

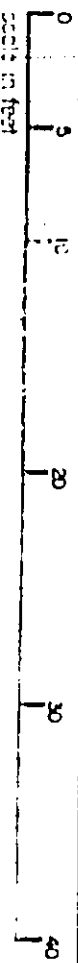
GROUND FLOOR PLAN

BUILDING TYPE 7: UNITS 103, 108





TYPICAL APARTMENT DIMENSIONS



CAUSE CLUB VILLAGE
CONDOMINIUM BLDG. 'D' SOUTH

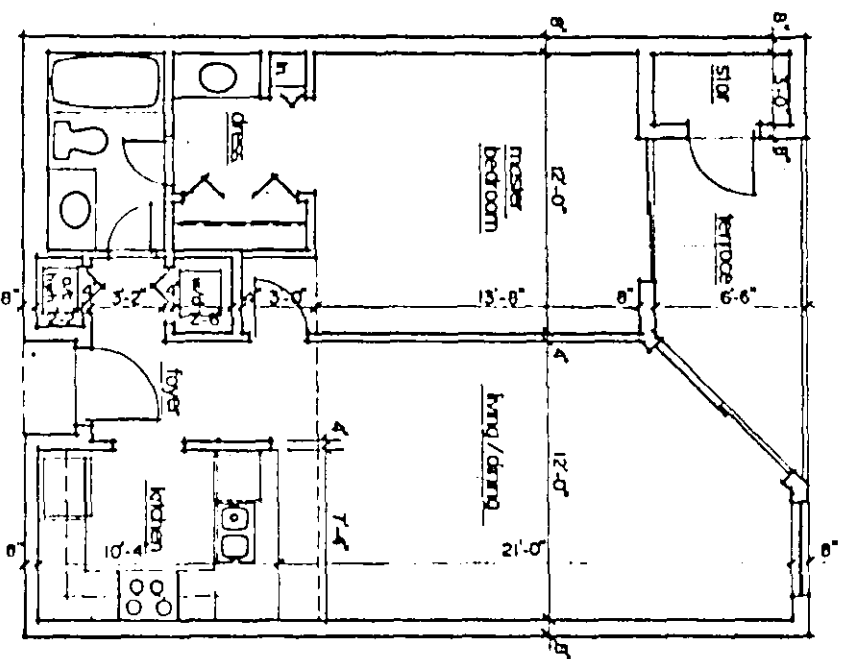
Unit type 'Fr'

GROUND FLOOR PLAN

BUILDING TYPE 7: UNITS 101, 105

PREPARED BY:
DAVID L. G. VERA AND ASSOC., LLC.
FURNITURE, LIGHTING, AND ACCESSORIES PLANNERS
8856 N. 34th St. Miami, Florida 33155

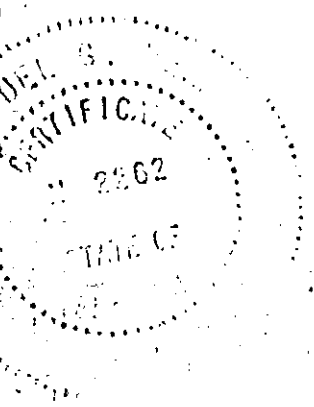


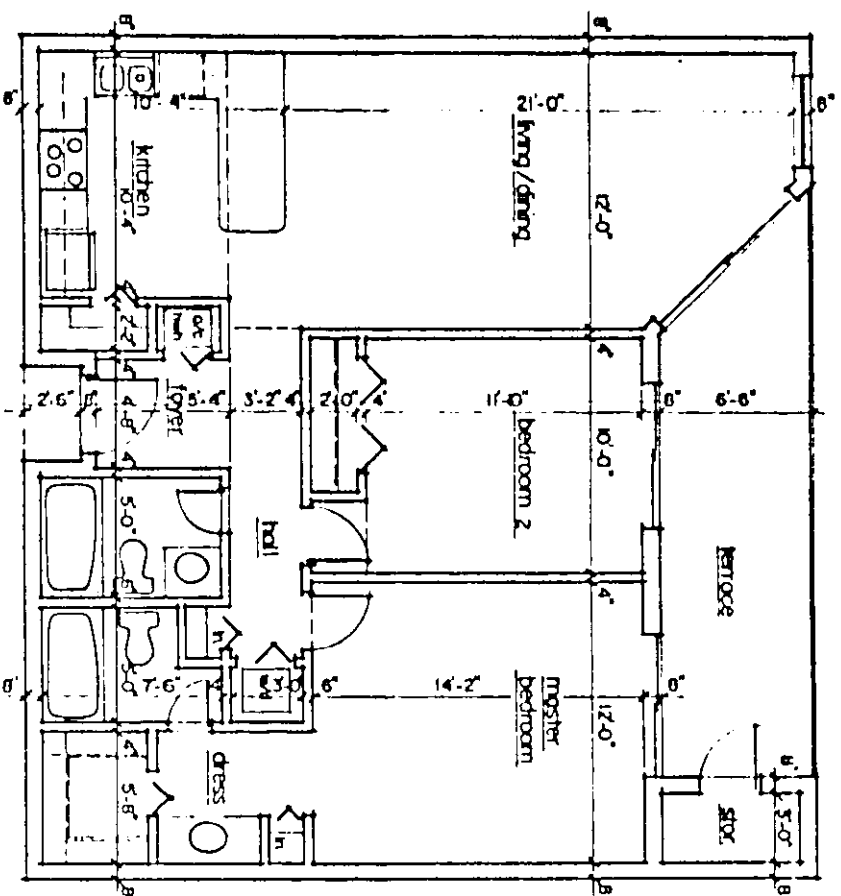


unit type 'Dr'
SECOND, THIRD & FOURTH FLOOR PLAN
BUILDING TYPE 7: UNITS 207, 307, 407

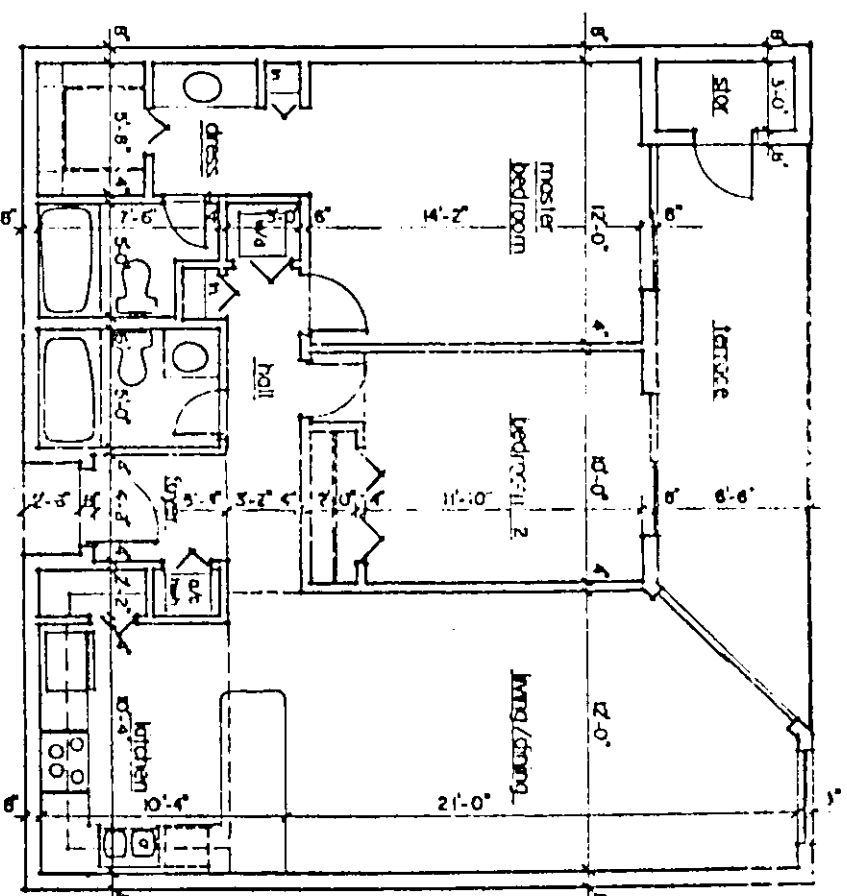
TYPICAL APARTMENT DIMENSIONS
Scale in feet
0 5 10 20 30 40

CALUSA CLUB VILLAGE
CONDOMINIUM BLDG. 'D' SOUTH





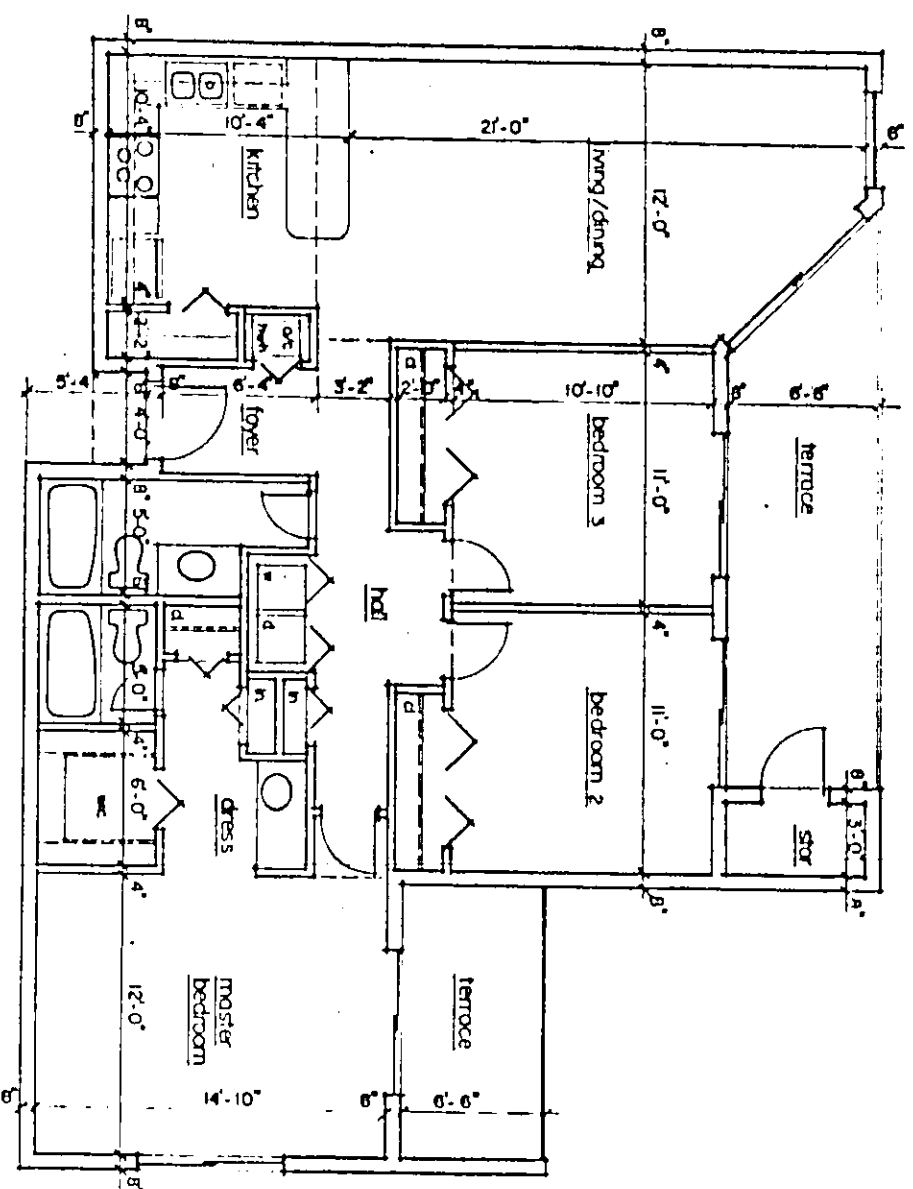
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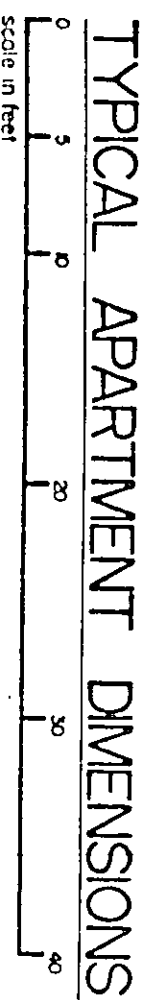
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TYPICAL APARTMENT DIMENSIONS
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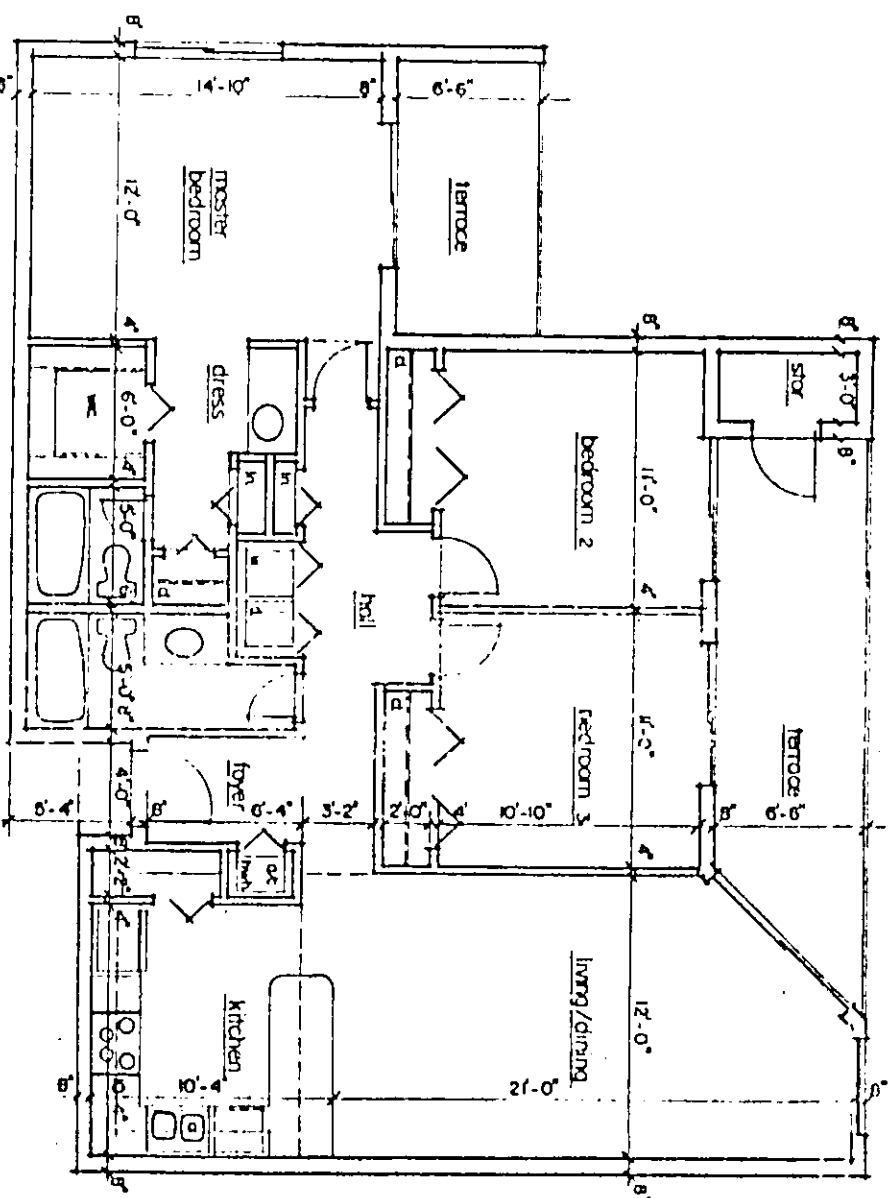
CALUSA CLUB VILLAGE
CONDOMINIUM BLDG. 'D' SOUTH



unit type 'F'
SECOND, THIRD & FOURTH FLOOR PLAN
BUILDING TYPE 7: UNIT 204, 209, 304, 309, 404, 409

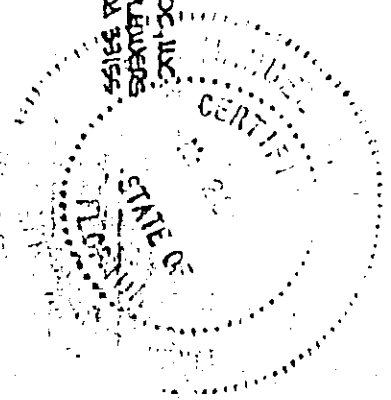


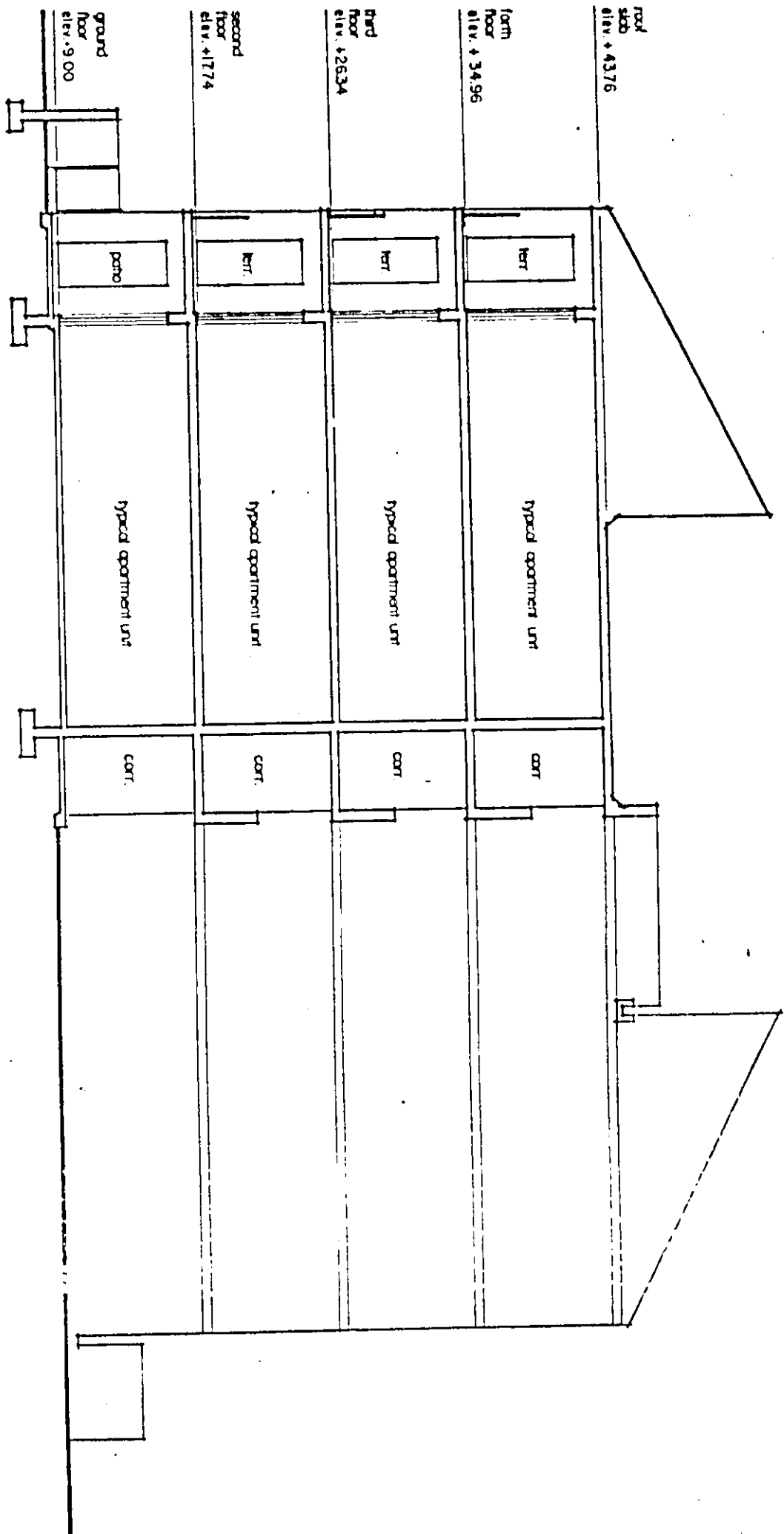
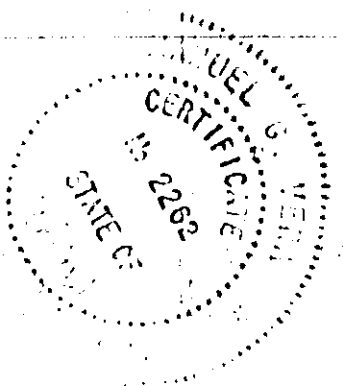
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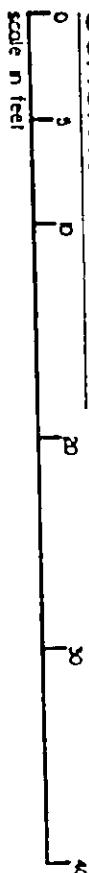
unit type 'Fr'
SECOND, THIRD & FOURTH FLOOR PLAN
BUILDING TYPE 7: UNITS 201, 205, 304, 305, 401, 405

PREPARED BY:
MAUREL G. VERA AND ASSOC., LLC
ENGINEERS, LAND SURVEYORS, PLANNERS
8550 N. SHADY ST. MIAMI, FLORIDA 33155





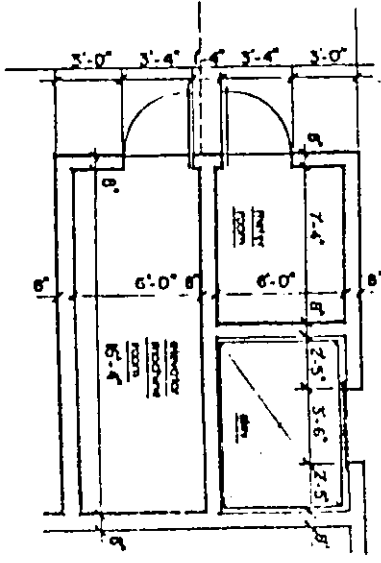
schematic section



CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH

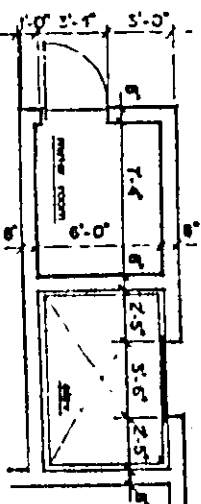
PREPARED BY:
SAMUEL G. VEDA AND ASSOC., INC.
ENGINEERS, LAND SURVEYORS, PLUMBERS
8354 N.W. 40 ST. MIAMI, FLORIDA 33155

EXHIBIT "A"
PAGE 11 OF 11



ground floor

service core plan



typical 2nd thru 4th floor plan

SCHEDULE OF UNDIVIDED INTEREST

CALUSA CLUB VILLAGE CONDOMINIUM BLDG. #D SOUTH

The following units have a .0192 undivided interest in the common elements of the condominium:

Units No.:

107
207
307
407

The following units have a .0262 undivided interest in the common elements of the condominium:

Units No.:

102
103
106
108
202
203
206
208
302
303
306
308
402
403
406
408

The following units have a .0315 undivided interest in the common elements of the condominium:

Units No.:

101
104
105
109
201
204
205
209
301
304
305
309
401
404
405
409

State of Florida



Department of State

I certify from the records of this office that CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH ASSOCIATION, INC., is a not for profit corporation organized under the laws of the State of Florida, filed on July 6, 1983.

The charter number for this corporation is 769285.

I further certify that said corporation has paid all fees due this office through December 31, 1983, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
13th day of January, 1984.



CER-101

George Firestone

George Firestone
Secretary of State

4

ARTICLES OF INCORPORATIONOF

CAUSA CLUB VILLAGE CONDOMINIUM ASSO. D SOUTH ASSOCIATION, INC.
A FIVE FLOOR RESIDENTIAL HOTEL PROJECT

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non profit corporation under the laws of the State of Florida pursuant to Florida Statutes 617, Et Seq., and hereby certify as follows:

ARTICLE I

The name of the corporation shall be CAUSA CLUB VILLAGE CONDOMINIUM ASSO. D SOUTH ASSOCIATION, INC.

ARTICLE II

The general purpose of this non-profit corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 713, Et Seq.) for the operation of CAUSA CLUB VILLAGE CONDOMINIUM ASSO. D SOUTH to be created pursuant to the provisions of the Condominium Act, and as such Association to operate and administer said Condominium and carry out the duties and duties of said Condominium Association as set forth in the Declaration of Condominium and the Condominium and Unit Owners' Agreement thereto.

ARTICLE III

All persons who are owners of any unit or parcels within said Condominium shall automatically become members of this corporation. Such membership shall automatically terminate when such person is no longer the owner of a unit or parcel. Membership in the corporation shall be limited to such condominium parcel owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium

that shall be filed for said Condominium in the Public Records of Dade County, Florida.

ARTICLE IV

This corporation shall have perpetual existence.

ARTICLE V

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

Ronald Sheffield
13250 North Kendall Drive
Miami, Florida 33186

Eduardo Camet
13250 North Kendall Drive
Miami, Florida 33186

Patrick J. Smith
13250 North Kendall Drive
Miami, Florida 33186

ARTICLE VI

Section 1. The affairs of the corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than ten members as set forth in the By-Laws. Directors, subsequent to the first year, shall be elected at the annual meeting of the membership for a term of one (1) year or until their successors shall be elected and qualify. Provisions for such election and provisions respecting the removal, disqualification and resignation of Directors and for filling vacancies on the Board shall be established by the By-Laws.

Section 2. The principal officers of the corporation shall be:

President
Vice-President
Secretary
Treasurer

(any offices may be combined) who shall be elected from time to time in the manner set forth in the By-Laws adopted by the corporation.

ARTICLE VII

The names of the officers of the corporation shall be listed in the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, as follows:

PRESIDENT:	RONALD STUFFIELD
V. PRESIDENT:	ALBERT GINET
SECRETARY:	EDWARD LUNNIGAN
TREASURER:	ALBERT GINET

ARTICLE VIII

The following persons shall constitute the first board and shall serve until the first meeting shall be held at the first regular meeting of the next board:

Ronald Stuffield
Albert Ginet
Edward Lunnigan

ARTICLE IX

The By-Laws of the corporation shall be initially adopted and adopted by the first board.

After the first meeting of the corporation, if a change of the Declaration of Condominium has been submitted to the corporation, the By-Laws may be amended, altered, supplemented or repealed by the corporation at the annual meeting or at any special meeting of the corporation. The membership extended by the corporation shall be as follows:

- A. If the proposed change has been approved by the unanimous approval of the board, then it shall require only a majority of the total membership to be adopted.

B. If the proposed change has not been approved by the unanimous vote of the Board, then the proposed change must be approved by three-fourths (3/4) of the total vote of the membership to be adopted.

Amendments to the By-Laws of the Corporation may be proposed by any member or director and shall be adopted in the same manner as is provided for the amendment of the By-Laws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the corporate seal, signed by the Secretary or Assistant Secretary and attested and acknowledged by the President or Vice-President, has been filed with the Secretary of State and all filing fees are paid.

ARTICLE XII

Amendments to the By-Laws of the Corporation may be proposed by any member or director and shall be adopted in the same manner as is provided for the amendment of the By-Laws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the corporate seal, signed by the Secretary or Assistant Secretary and attested and acknowledged by the President or Vice-President, has been filed with the Secretary of State and all filing fees are paid.

ARTICLE XIII

This corporation shall have all the powers set forth in Florida Statute 607.021, and all of its powers set forth in the Constitution and Laws of the State of Florida, and shall be authorized to do by the Board of Directors and Executive Committee thereof, including, without limitation, the power to make, levy and collect assessments against members and members' units to defray the cost of proper assessments levied against the Condominium by CAMUSA CLUB VILLAGE GOLF AND COUNTRY ASSOCIATION, INC., for maintenance and management of the common areas, including, Common Driveway and Parking Areas, and other open areas, and the power to make, levy and collect assessments against members and members' units for the purpose of paying assessments levied against members' units by CAMUSA CLUB VILLAGE GOLF AND COUNTRY ASSOCIATION, INC.

ARTICLE VII

There shall be no dividends paid to any of the members nor shall any part of the assets of the corporation be distributed to any of the members. The corporation shall not pay any moneys or property to any of its members or officers or directors, or to any person in any capacity, as trustee, etc., etc. The corporation shall distribute in a reasonable amount to its members, its officers and directors the surplus rendered, may be retained by the members in conformity with its purposes, upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

The conveyance shall have no effect of any kind or nature if it is made in violation and the transfer thereon, as to the nature of interest, shall be upon such terms and conditions as are set forth in the Declaration of Intent and the By-Laws. The mining rights of the owners of property in the designated property shall be as set forth in the Declaration of Intent and in the By-Laws.

IN WITNESS WHEREOF, the undersigned do hereby
hereunto set their hand and seal this _____ day of _____,
196__.

1. *Journal of the American Medical Association*, 1997; 277: 1033-1036.

Foreign Communication

State of Florida)
County of Dade)

FERDIE ME, the undersigned on behalf, and legally
authorized ATTORNEYS CUMMINGS, EDWARDS GALEY AND FARRISON BURRISON
have signed this power of attorney, which is hereby attested
by the undersigned, and the seal of the said FARMER CUMMINGS
VILLAGE HOME DEVELOPMENT COMPANY, INC., a Florida
corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal at the Court and
County aforesaid this _____ day of _____, 198_.

Notary Public, State of
Florida at Large

My Communication Experience:

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

I, JAMES H. HARRIS, Clerk of the County of Miami, State of Florida, do hereby certify that the following is the place of business of the above named corporation:

AT, THE MIAMI ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, with its principal office at 13289 S.W. 7th Lane, Miami, Florida, 33185, and its agent for service of process is located at 1619 Coral Way, Suite 315, Miami, Florida, 33145, as its agent for service of process within the State.

Having been asked to accept service of process for the above named corporation, at the place designated in this Certificate, I hereby accept service of process, and agree to comply with the provisions of the laws of the State of Florida relating to keeping open said office.

WITNESSED my hand and the seal of said County this 1st day of January, 1977.

BY-LAWS

OF

CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH ASSOCIATION, INC.

A Florida Corporation Not For Profit

ARTICLE I

IDENTITY, OFFICE, SEAL AND DEFINITIONS

The following By-Laws shall govern the operation of the CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH ASSOCIATION, INC., hereinafter referred to as the "Association," and the Condominium created by the Declaration of Condominium to which these By-Laws are attached, hereinafter referred to as the "Declaration."

The Association is a Florida corporation not for profit, organized and existing under the laws of the State of Florida, for the purpose of administering the Condominium created by the Declaration. The office and seal of the Association and the definitions used hereunder are as follows:

Section 1. The office of the Association shall be at the Condominium property or at such other place as may be subsequently designated by the Board of Directors of the Association, hereinafter referred to as the "Board."

Section 2. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit" and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Declaration. All other words as used herein shall have the same definitions as attributed to them in the Declaration.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units in the Condominium(s) wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If the unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc. but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member." If the unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member."

Any application for the transfer of membership or for a conveyance of an interest in or to encumber or lease a Condominium parcel, where the approval of the Board is required as set forth in these By-Laws and the Declaration, shall be accompanied by an application fee in an amount to be set by the Board, which said fee shall be based upon the expenditures the Association must reasonably incur for credit report expense, and this expense shall not exceed Fifty (\$50.00) Dollars.

Section 2. Voting.

(A) The owner(s) of each Condominium unit shall be entitled to vote one (1) vote per Condominium unit as set forth in the Declaration. If the Condominium unit owner owns more than one (1) unit, he shall be entitled to vote one (1) vote for each unit owner. The vote of a Condominium unit shall not be divisible.

(B) A majority of the members' total votes shall decide any question unless the Declaration, By-Laws or Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in said Declaration, By-Laws or Articles of Incorporation shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of members' total votes shall constitute a quorum. It is provided, however, that if a meeting is adjourned because a quorum of voting members is not present, in person or by proxy, at the reconvened meeting, the presence of forty (40%) percent of members' total votes shall constitute a quorum. If the meeting is again reconvened for the same reason, at the reconvened meeting the presence of thirty (30%) percent of the members' total votes shall constitute a quorum. At each subsequent reconvened meeting the presence of ten (10%) percent less than the number required at the previous meeting shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary not less than three (3) days prior to the meeting in which they are to be used, unless this condition is waived by the Board. Any proxy given shall be effective only to the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Members. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a unit shall be known as the "voting member." If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one (1) person or by a corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superceded by a subsequent certificate or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(A) They may, but they shall not be required to, designate a voting member.

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting (as previously provided, the vote of a unit is not divisible).

(C) Where they do not designate a voting member and only one is present at a meeting, the person present may cast the unit vote just as though he or she owned the unit individually and without establishing the concurrence of the absent person.

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium property or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting stating the time and place thereof to each unit owner of record at least fourteen (14) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed or served at the address of the unit owner as it appears on the books of the Association. In addition to the foregoing, it shall be the duty of the Secretary to post at conspicuous places on the Condominium property a notice of the annual or special meeting at least fourteen (14) days prior to said meeting.

Section 3. Annual Meeting. The annual meeting shall be held at 7:30 P.M. on the first Tuesday in November of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited) a Board, each Director to be elected by a separate plurality vote, and shall transact such other business as may properly be brought before the meeting. Except that, notwithstanding the foregoing, notices of annual meetings shall be sent to unit owners by certified mail, unless said requirement is waived, in writing, by the affected unit owner(s).

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request in writing of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4) of the members entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members, provided, however, that where a unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present or, in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section 8. Minutes. The minutes of all meetings of unit owners and the Board shall be kept in a book available for inspection by unit owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these books for a period of not less than seven (7) years.

ARTICLE IV

DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board composed of not less than three (3) nor more than nine (9) persons as is determined from time to time by the members. All Directors shall be members of the Association provided, however, that until control of the Association is turned over from Developer to the unit owners all or a portion of the Directors shall be designated by Developer as provided for in these By-Laws. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

Section 2. First Board.

(A) The first Board of the Association who shall hold office and serve until the first annual meeting of members and until their successors have been elected and qualified shall consist of the following:

Ronald Shuffield
Eduardo Camet
Patrick Dunnigan

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

Section 3. Removal of Directors. At any time after the first annual meeting of the membership, at any duly convened regular or special membership meeting, any one or more of the Directors may be removed with or without cause by vote or agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall members of the Board may be called. Subject to the provisions of Section 718.301 of the Act, any member of the Board elected by Developer may be recalled and removed from office, with or without cause, at any time, by Developer, or in the event the construction lender or other lender assumes the position of Developer whether by foreclosure or otherwise, by such lender.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors though less than a quorum shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board, unless excused by resolution of the Board, shall automatically constitute a resignation effective when such resignation is accepted by the Board. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his unit by a Director shall automatically constitute a resignation effective when such resignation is accepted by the Board. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board.

Section 6. Regular Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as the Board may designate. Notice of such time and meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice-President or by giving five (5) days notice in writing to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Compensation. The Directors' fee, if any, shall be determined by the voting members.

Section 11. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation or in these By-Laws directed to be exercised and done by unit owners. These powers shall specifically include but shall not be limited to the following:

(A) To exercise all powers specifically set forth in the Declaration, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(B) To make assessments, collect said assessments and use and expend the assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises under the provisions of the Declaration.

(D) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities and the use and maintenance of the Condominium units therein. The foregoing is subject to the provisions of the Declaration.

(E) To contract for the management and maintenance of the Condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officer shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) The further improvement of the Condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing and the right to acquire and enter into agreements pursuant to Florida Statute 718 Et Seq. and as amended, subject to the provisions of the Declaration, the Association's Articles of Incorporation and these By-Laws.

(G) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board as required. The foregoing powers shall be exercised by the Board or its contractor or employees, subject only to approval by unit owners when such is specifically required.

(H) Meetings of the Board shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of the unit

owners except in an emergency. Notice of any meeting where assessments against unit owners are to be considered for any meeting shall specifically contain a statement that assessments will be considered in the nature of any such assessments.

ARTICLE V

OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board.

One person may not hold more than one of the aforementioned offices, except that the Vice President may be also either Treasurer or Secretary. The President shall be a member of the Board. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice-President being members of the Board shall not apply until the time provided in Article XVIII as determined by Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other officers as the Board deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by the Board, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board (e.g., if the Board must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board.

Section 6. The Vice-President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board.

Section 7. The Secretary. He shall issue notices of all of the Board's meetings and all meetings of the unit owners; he shall attend and keep the Minutes of same; he shall have charge of all the Association's books, records and papers except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer:

(A) shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the

Board of Directors. The books shall reflect an account for each unit in the manner required by the Condominium Act; and

(B) shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws by making proper vouchers for such disbursements and shall render to the President and Board at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association; and

(C) shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board; and

(D) He shall give status reports to potential transferees on which reports the transferees may rely.

The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

The duties of the Treasurer may be fulfilled by the Board, and the Board shall have custody of such books of the Association as it determines in its sole discretion, and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI

FINANCES AND ASSESSMENTS

Section 1. Depositories. These funds of the Association shall be deposited in such banks and depositories as may be determined by the Board and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board.

Section 2. Fidelity Bonds. The Association may bond any officer of the Association, and the Association shall bear the cost of bonding.

Section 3. The fiscal year for the Association shall begin on the first day of January of each year, provided, however, that the Board is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems it advisable.

Section 4. Determination of Assessments.

(A) The Board shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintainance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and to any other expenses designated as common expenses from time to time by the Board. The Board is specifically empowered on behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses as provided in the Declaration. Said assessments shall be due and payable monthly in advance on the first day of each month unless otherwise

ordered by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board. The foregoing powers and duties have been delegated to the Association as provided in the Declaration. All funds due under these By-Laws are common expenses of this Condominium.

(B) When the Board has determined the amount of any assessment, the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Association and, upon request, a receipt shall be provided.

(C) The provisions of the Declaration shall supercede the provisions of this Article VI regarding making and collecting of assessments; and, further, the Board retain authority to make assessments as to the acquisition of units as provided in Article IX of these By-Laws and as provided in the Declaration.

(D) The Board shall adopt an operating budget for each fiscal year. A copy of the proposed annual budget will be given to all unit owners thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of the meeting. Said meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessments for the preceeding year, upon written application of ten (10%) percent of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board may propose a budget to the unit owners at a meeting of members or in writing and, if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of the unit owners in writing, the budget shall be adopted. In determining whether an assessment exceeds one hundred fifteen (115%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or assessments for betterment to the Condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar year's assessment without the approval of a majority of the membership.

Section 5. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classification, including, if applicable, but not limited to, those expenses listed in Section 718.504 of the Florida Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This reserve account requirement shall not apply to budgets in which the members of the Association have by a majority vote at a duly called meeting of the Association determined for a fiscal year to provide no reserve or reserves less adequate than required.

Section 6. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund as determined by the Board. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration and general or special assessments in such manner and amounts as the Board determines in its sole discretion.

Section 7. The Board shall render to the Association, and make available to unit owners a statement for each calendar year no later than sixty (60) days next thereafter. The Board shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same, but no independent or external audit shall be required of it. The Association may conduct an external audit by an independent auditor at such reasonable time as provided; however, that said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Association. An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such Accountant as the Board determines, and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than two (2) months after the end of the year for which the report is made. The consent of the Association as to an audit as hereinabove set forth in this Section shall not be unreasonably withheld.

ARTICLE VII

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium which this Association operates and maintains except as specifically provided for in the Declaration. The Association shall have the right to make assessments for additions or alterations to the Common Elements of the Condominium without the approval of the members of this Association, provided said assessment therefor does not exceed the amount specified in the Declaration, and further provided that said assessment is in accordance with these By-Laws and the Declaration.

ARTICLE VIII

COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration, these By-Laws or the applicable portions of the Condominium Act, the Association by direction of its Board may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the By-Laws or of the pertinent provisions of the Condominium Act, and the Association may then at its option have the following elections:

(A) An Action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; or

(B) An action in equity to enforce performance on the part of the unit owner; or

(C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request signed by a unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Fines. The Board shall have the authority to adopt a schedule of reasonable fines and penalties for specific violations of Condominium Rules and Regulations.

Section 3. Negligence or Carelessness of Unit Owner, Etc. All 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 insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights or subrogation. The expenses for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owners as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 4. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 5. No Waiver of Rights. The failure of the Association or of a 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 unit owner to enforce such right, provision, covenant or condition of the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or 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 other party by Condominium documents, or at law or in equity.

ARTICLE IX

ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease as described in the Declaration, the Board shall have full power and authority to consent to the transaction as specified in said notice or object to same for good cause. The provisions of the Declaration shall supercede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure" as used in this Section shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of said Board or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board to do so should be the requisite approval of the voting members be obtained. The Board shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration to which these By-Laws are attached, notwithstanding the sum the Board determines to bid at such foreclosure sale.

ARTICLE X

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

(A) Notice of the meeting shall contain a statement of the proposed Amendment.

(B) If the Amendment has received the unanimous approval of the full Board, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(C) If the Amendment has not been approved by the unanimous vote of the Board, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-quarters (75%) of the total votes of the members of the Association.

(D) Said Amendment shall be recorded and certified as required by the Condominium Act.

(E) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VII of the Declaration.

(F) Proposals to amend the existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder

rather than assist the understanding of the proposed Amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately proceeding the proposed Amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Laws for present text." Nonmaterial errors or omissions in the By-Laws process shall not invalidate an otherwise properly promulgated Amendment.

ARTICLE XI

NOTICES

Whatever notices are required to be sent hereunder shall be deliver or sent in accordance with the applicable provisions for notices as set forth in the Declaration.

ARTICLE XII

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer and his heirs, executors and administrators against all losses, costs and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII

LIABILITY SURVIVES TERM OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligation incurred under, or in any way connected with, the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XIV

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV

PARLIAMENTARY RULES

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

ARTICLE XVI

LIENS

Section 1. Protection of Property. All liens against a Condominium unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 3. Notice of Suit. The unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

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

Section 5. Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages and at the request of a mortgagee the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee. The Association shall not be required to maintain a register, as provided herein. If a register is maintained, the Board may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVII

RULES AND REGULATIONS

Section 1. The Board may from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium, including the recreational areas and the facilities and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place.

Section 2. As to Condominium Units. The Board may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s) provided, however, that copies of such Rules and Regulations, prior to their effective date, shall be posted in a conspicuous place on the Condominium's property and/or copies of same shall be furnished to each unit owner.

Section 3. Conflict. In the event of any conflict between the Rules and Regulations adopted or from time to time amended and the Condominium documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and as between these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XVIII

TRANSFER OF ASSOCIATION CONTROL

Section 1. When unit owners other than Developer own fifteen (15%) percent or more of the units of this Condominium, the unit owners other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board. Unit owners other than Developer are entitled to elect not less than a majority of the members of the Board:

(A) Three years after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(B) Three months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(C) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(D) When some of the units have been conveyed to purchasers and none of the others have been constructed or offered for sale by Developer in the ordinary course of business, whichever occurs first. Developer is entitled to elect at least one (1) member of the Board as long as Developer holds for sale in the ordinary course of business at least five (5%) percent of all in the Condominium operated by the Association.

Section 2. Within sixty (60) days after the unit owners other than Developer are entitled to elect a member or members of the Board, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board.

Section 3. If Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(A) Assessment of Developer as a unit owner for capital improvements.

(B) An action by the Association that would be detrimental to the sales of units by Developer; however, an increase in assessments for Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sales of units.

Section 4. Prior to or not more than sixty (60) days after the time that unit owners other than Developer elect a majority of the members of the Board, Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by Developer, including but not limited to the following items, if applicable, as to the Condominium operated by the Association:

(A) The original or a photocopy of the recorded Declaration and all Amendments thereto. If a photocopy is provided, it shall be certified by affidavit of Developer or an officer or agent of Developer as being a complete copy of the actual, recorded Declaration.

(B) A Certified copy of the Association's Articles of Incorporation.

(C) A copy of the By-Laws.

(D) The Minute Books, including all Minutes, and other books and records of the Association, if any.

(E) Any house Rules and Regulations which have been promulgated.

(F) Resignations of officers and members of the Board of Directors who are required to resign because the Developer is required to relinquish control of the Association.

(G) An accounting for all Association funds, including capital accounts and contributions.

(H) Association funds or control thereof.

(I) All tangible personal property that is property of the Association, represented by Developer to be part of the Common Elements or ostensibly part of the Common Elements and an inventory of that property.

(J) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the Condominium and in the construction an installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer, his agent or of an architect or engineer authorized to practice in this State that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in the construction and improvement of the Condominium property and for the construction and installation of the mechanical components serving the improvements. If the Condominium property has been declared a Condominium more than three (3) years after the completion of construction or remodeling of the improvements, the requirements of this paragraph shall not apply.

(K) Copies of any Certificates of Occupancy which may have been issued for the Condominium property.

(L) Any other permits issued by governmental bodies applicable to the Condominium property in force or issued for the Condominium property.

(M) All written warranties of the contractor, sub-contractors, suppliers and manufacturers, if any, that are still effective.

(N) A roster of unit owners and their addresses and telephone numbers, if known, as shown on Developer's records.

(O) Leases of the Common Elements and other leases to which the Association is a party.

(P) Employment contracts or service contracts in which the Association or the unit owners have an obligation or responsibility directly or indirectly to pay some or all of the fee or charge of the person or persons performing the services.

(Q) All other contracts to which the Association is a party.

APPROVED AND DECLARED as the By-Laws of the Association
named below.

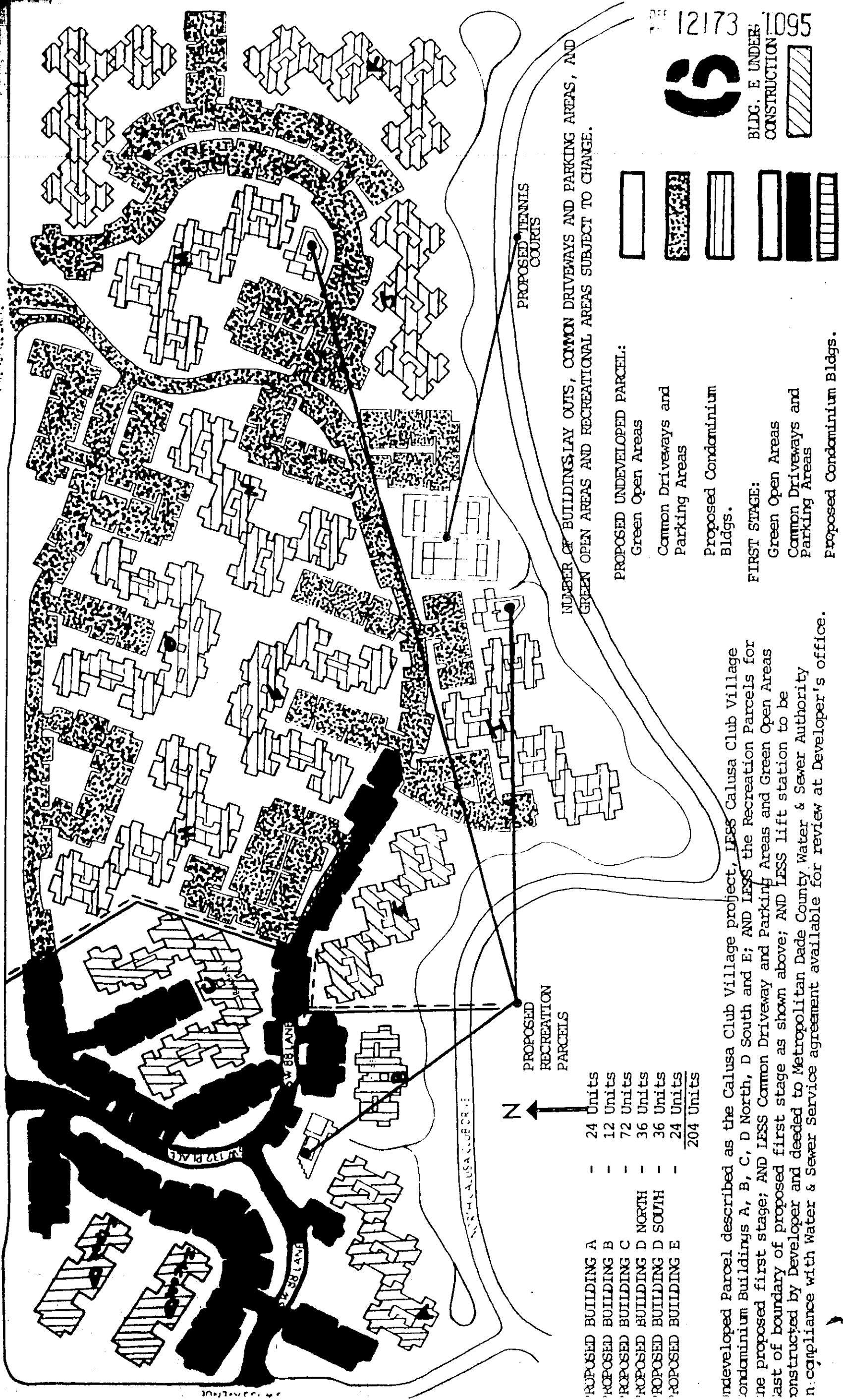
DATED this 17 day of JANUARY, 1984.

CALUSA CLUB VILLAGE CONDOMINIUM
BLDG. D SOUTH ASSOCIATION, INC.

By: Ronald A Shuffield
Ronald Shuffield, President

Attest Patrick Dunnigan
Patrick Dunnigan, Sec.

(CORPORATE SEAL)



Undeveloped Parcel described as the Calusa Club Village project, LESS Calusa Club Village Condominium Buildings A, B, C, D North, D South and E; AND LESS the Recreation Parcels for the proposed first stage; AND LESS Common Driveway and Parking Areas and Green Open Areas east of boundary of proposed first stage as shown above; AND LESS lift station to be constructed by Developer and deeded to Metropolitan Dade County Water & Sewer Authority in compliance with Water & Sewer Service agreement available for review at Developer's office.

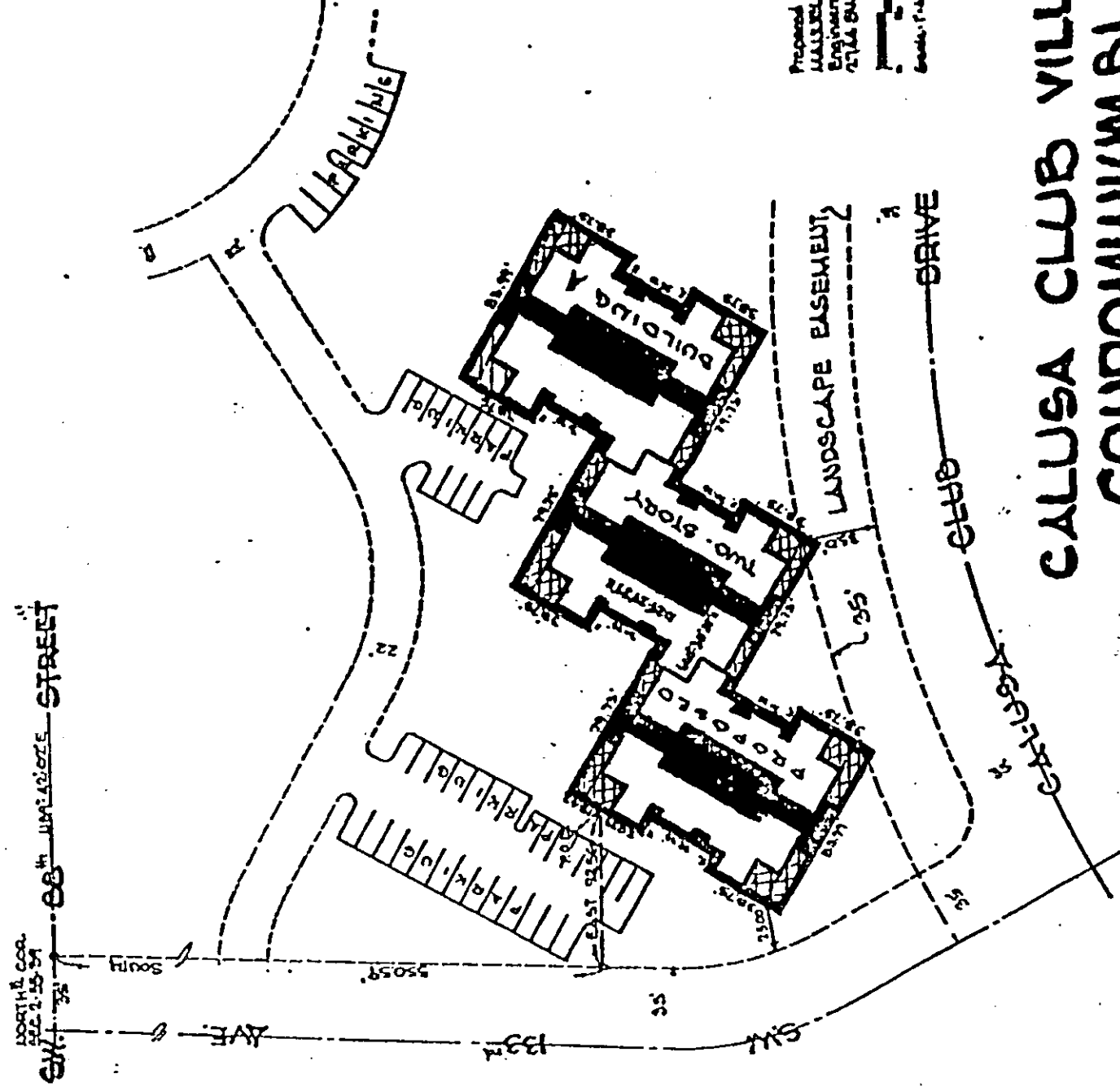
LIMITED COMMON ELEMENTS

[illegible]

MANUEL G. VERA AND ASSOCIATES, LLC.

By Manuel G. Vera _____ Pric.
Registered Land Surveyor No. 2262
State of Florida.

Prepared by:
MARVEL Q. VERA AND ASSOCIATES, INC.
Engineers, Land Surveyors, Land Planners
2714 NW 91st Avenue, Miami, Florida



**CALLUSA CLUB VILLAGE
CONDOMINIUM BLDG. A**

LEGAL DESCRIPTION OF CALUSA CLUB VILLAGE CONDOMINIUM BLDG. B

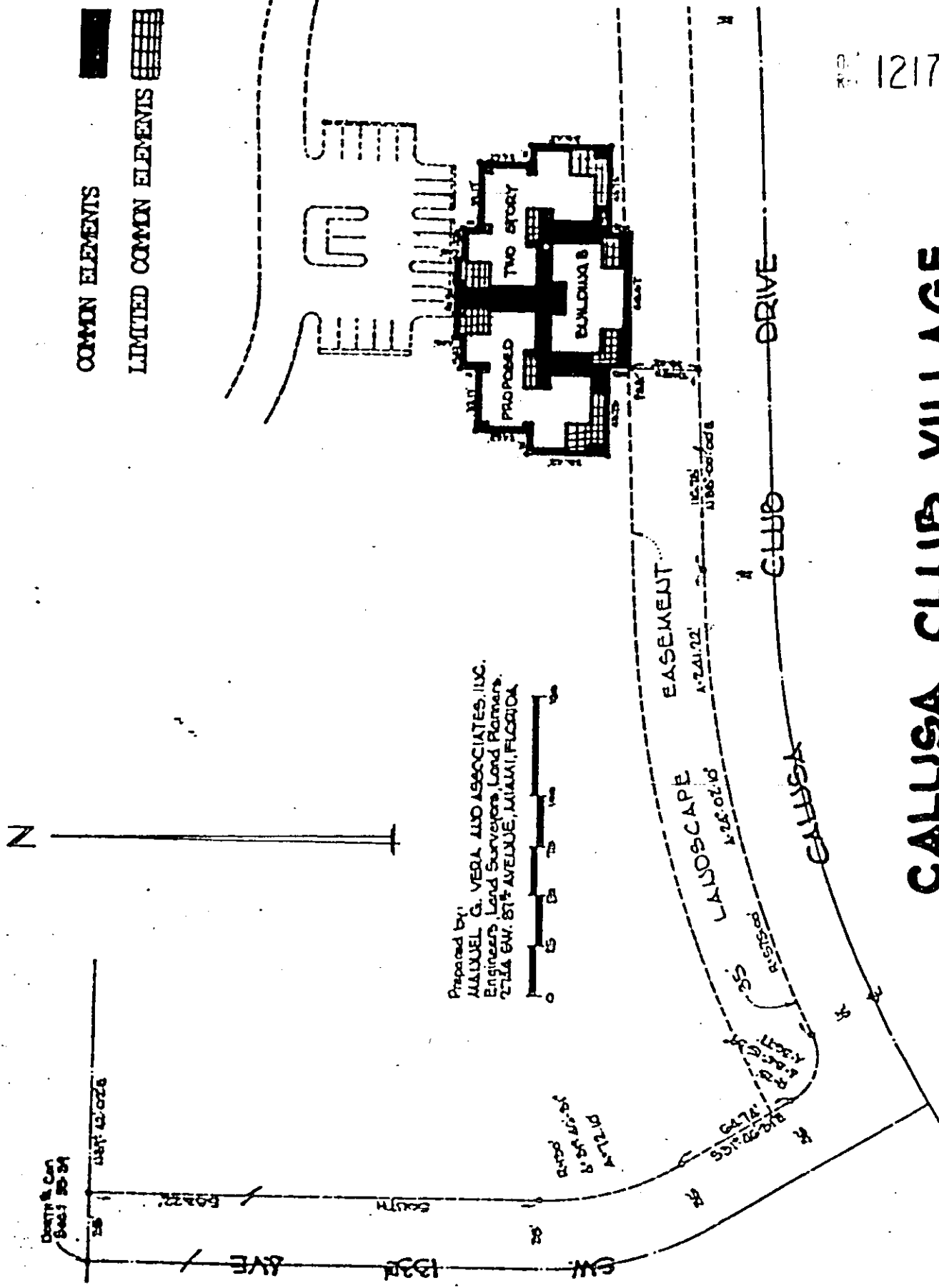
A portion of the North 1/4 of the North 1/4 of Section 2, Township 55 South, Range 51 East, DeSoto County, Florida, described as follows:

Commence at the North 1/4 corner of said Section 2; thence N 89° 42' 00" E along the North line of the 1/4 of said Section 2 for 59.00 feet; thence South for 583.22 feet to a point of curve; thence Southwesterly along the arc of said curve to the left having a radius of 150.00 feet and a central angle of 32° 42' 31" for an arc distance of 72.10 feet to the point of tangency; thence S 51° 42' 31" E for 64.74 feet to a point of curve; thence Southwesterly along the arc of said curve to the left having a radius of 25.00 feet and a central angle of 30° 15' 51" for an arc distance of 30.77 feet to a point of reverse curve; thence Southwesterly along the arc of said curve to the right having a radius of 57.75 feet and a central angle of 24° 02' 43" for an arc distance of 24.12 feet to the point of tangency; thence N 88° 00' 00" E for 16.78 feet; thence S 88° 00' 00" E for 10.75 feet; thence West for 43.75 feet; thence North for 38.42 feet; thence East for 10.00 feet; thence North for 15.67 feet; thence East for 32.17 feet; thence North for 10.00 feet; thence East for 15.67 feet; thence North for 4.08 feet; thence East for 40.50 feet; thence South for 4.08 feet; thence East for 15.67 feet; thence South for 10.00 feet; thence East for 32.17 feet; thence South for 24.67 feet; thence East for 10.00 feet; thence South for 38.42 feet; thence West for 43.75 feet; thence South for 10.25 feet; thence West for 24.67 feet; thence North for 10.25 feet; thence West for 43.75 feet to the Point of Beginning. Containing 0.13 acres, more or less.

This certification made this 12th day of March, 1982 by the undersigned Land Surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Section 718.04(1)(a) of the 1976 Florida Statutes effective January 1, 1977, as amended, and certifies that this survey and plat plan, description, floor plans and other related, together with the Declaration are a sufficient deed to identify the common elements and each unit and their relative locations and approximate dimensions. Further, this is a certification that this survey and plat plan, description, floor plans, graphic descriptions and other materials in connection herewith, and the construction of the improvements and other shorthold complete, so that the material, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements and that the identification location and variations of the Common Elements and of each unit can be determined from the materials.

MANUEL G. VERA AND ASSOCIATES, INC.

By Manuel G. Vera Pres.
Manuel G. Vera
Registered Land Surveyor LR2262
State of Florida.



Prepared by:
MANUEL G. VERA AND ASSOCIATES, INC.
Engineers, Land Surveyors, Land Planners,
2714 SW. 87th AVENUE, MIAMI, FLORIDA

CALUSA CLUB VILLAGE CONDOMINIUM BLDG. B

12173 PG 1097

SIXTEEN COMMON ELEMENTS

SINGAPORE NO. 100 DELIMITED LIMITED COMMON ELEMENTS

This certification made this day of 1981 by the undersigned Land Surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Section 710.04(2) of the Florida Building Code, effective January 1, 1977, as amended, and certifies that this survey and plat plan, description, floor plan, graphic dimensions and other material, together with the Declaration are in sufficient detail to identify the common elements and each unit and their relative features and approximate dimensions. Further, this is a certification that this survey and plat plan, description, floor plans, graphic dimensions and other materials in connection herewith, and the certification of the improvements is substantially complete so that the material together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the improvements, and of each unit can be determined from these materials.

WALLACE G. FORD AND ASSOCIATES, INC.

By Meredith C. Lipp Pres.
Registered Lord of Burghley 11/12/22
State of Florida.

NOTE: LOCATION OF BUILDINGS, DIMENSIONS OF BUILDINGS AND OTHER FACILITIES WAS OBTAINED FROM PLANS PREPARED BY ARCHITECTS, AND ARE SUBJECT TO CHANGES OR OMISSION AT A LATER DATE.

Approved by:
MUELLE C. VERA AND ASSOCIATES INC.
Engineers, Land Surveyors, Land Planners.
TJAS SAW: 875 WILKIE, WILMINGTON, DELAWARE

CALUSA CLUB VILLAGE
CONDOMINIUM BLDG. C

LEGAL DESCRIPTION OF CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D NORTH.

A portion of the North 1/4 of the NE 1/4 of Section 2, Township 55 South, Range 54 East, Dade County, Florida, being described as follows:

Commence at the North 1/4 corner of said Section 2, thence N 89° 42' 02" E along the North line of the NE 1/4 of Section 2 for 166.71 feet; thence S 0° 11' 58" E for 11.62 feet to the Point of Beginning of the parcel of land hereinafter described; thence S 57° 41' 00" E for 146.00 feet; thence S 32° 19' 00" W for 13.50 feet; thence S 57° 41' 00" E for 12.67 feet; thence S 32° 19' 00" W for 98.00 feet; thence S 57° 41' 00" E for 136.00 feet; thence S 32° 19' 00" W for 22.50 feet; thence S 57° 41' 00" E for 12.67 feet; thence S 32° 19' 00" W for 13.50 feet; thence S 57° 41' 00" E for 12.67 feet; thence S 32° 19' 00" W for 13.50 feet to the Point of Beginning; thence S 57° 41' 00" E for 12.67 feet; thence S 32° 19' 00" W for 13.50 feet to the Point of Beginning.

Containing 0.542 acres, more or less.

THIS CERTIFICATION made this 11th day of January, 1993 by the undersigned Registered Land Surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Section 719.04 (4)(c) of the Florida Statutes effective January 1, 1991, as amended, and certifies that this survey and plot plan, description, floor plan, graphic descriptions, and other materials, together with the Declaration, are in sufficient detail to identify the common elements and each unit, and their relative locations and approximate dimensions. Further, this is a certification that this survey and plot plan, description, floor plan, graphic description, and other material is a connection herewith and the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

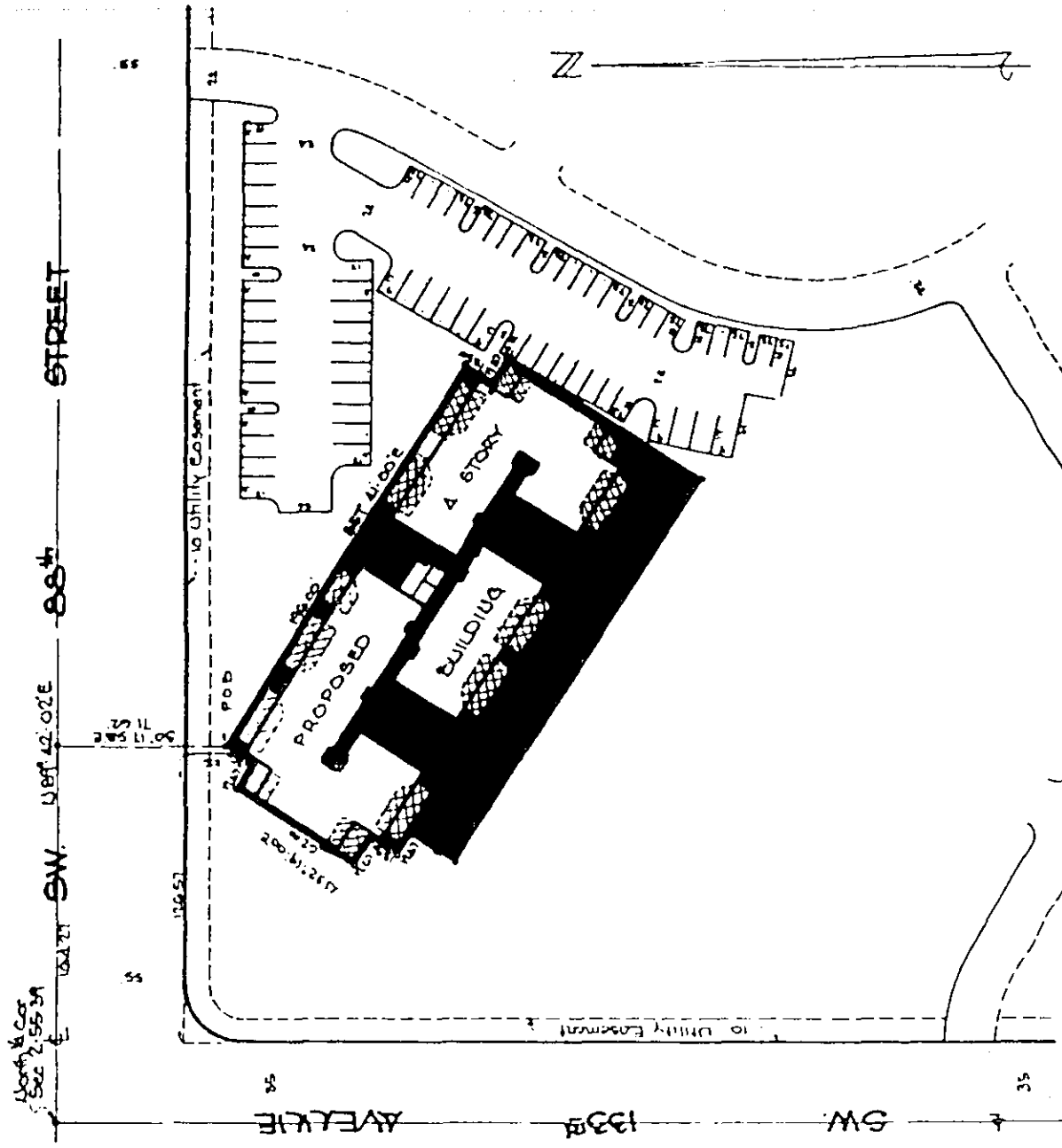
MANUEL G. VERA AND ASSOCIATES, INC.

By Manuel G. Vera Pres.
Registered Land Surveyor D# 2262
State of Florida.

NOTE: Location and dimensions of buildings and other facilities shown hereon were obtained from plans prepared by ARCHITECTS, ARCHITECTS and PLANNERS, 2000 South Drive Highway, Suite 216, Coconut Grove, Miami, Florida, 33133, and are subject to change or revision at a later date.

LIMITED COMMON
ELEMENTS

COMMON ELEMENTS



Prepared by
MANUEL G. VERA AND ASSOCIATES, INC.
Engineers, Land Surveyors and Planners
8366 N. SW 40th STREET, MIAMI, FLORIDA

Scale 1"=40'

CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D NORTH

LEGAL DESCRIPTION OF CALLUSA CLUB VILLAGE CONDOMINIUM BLDG. "D" SOUTH

A portion of the North 1/4 of the NE 1/4 of Section 2, Township 55 South, Range 39 East, Dade County, Florida, being described as follows:

Commence at the North 1/4 corner of said Section 2; thence N 89° 41' 07" E along the North line of the NE 1/4 of said Section 2 for 123.75 feet; thence S 01° 17' 58" E for 189.72 feet to the Point of Beginning of this portion of land hereinafter described; thence S 51° 41' 00" E for 140.00 feet; thence S 80° 14' 00" W for 13.50 feet; thence S 87° 41' 00" E for 11.61 feet; thence S 82° 14' 00" W for 62.00 feet; thence N 87° 41' 00" W for 12.57 feet; thence S 90° 14' 00" W for 12.50 feet; thence N 87° 41' 00" W for 14.00 feet; thence N 82° 14' 00" E for 12.50 feet; thence N 51° 41' 00" E for 12.57 feet; thence S 51° 41' 00" E for 12.57 feet; thence N 51° 41' 00" E for 12.50 feet to the Point of Beginning.

Containing 0.457 acres, more or less.

THIS CERTIFICATION made this 19th day of February, 1983 by the undersigned Registered Land Surveyor authorized to practice in the State of Florida is made pursuant to the provisions of Section 173.10(1)(c) of the Florida Statutes effective January 1, 1977, as amended, and certifies that this survey and plat plan, description, floor plans, graphic descriptions, and other materials, together with the Declaration, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. Further, this is a certification that this survey and plat plan, description, floor plans, graphic descriptions, and other materials in connection herewith and the completion of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

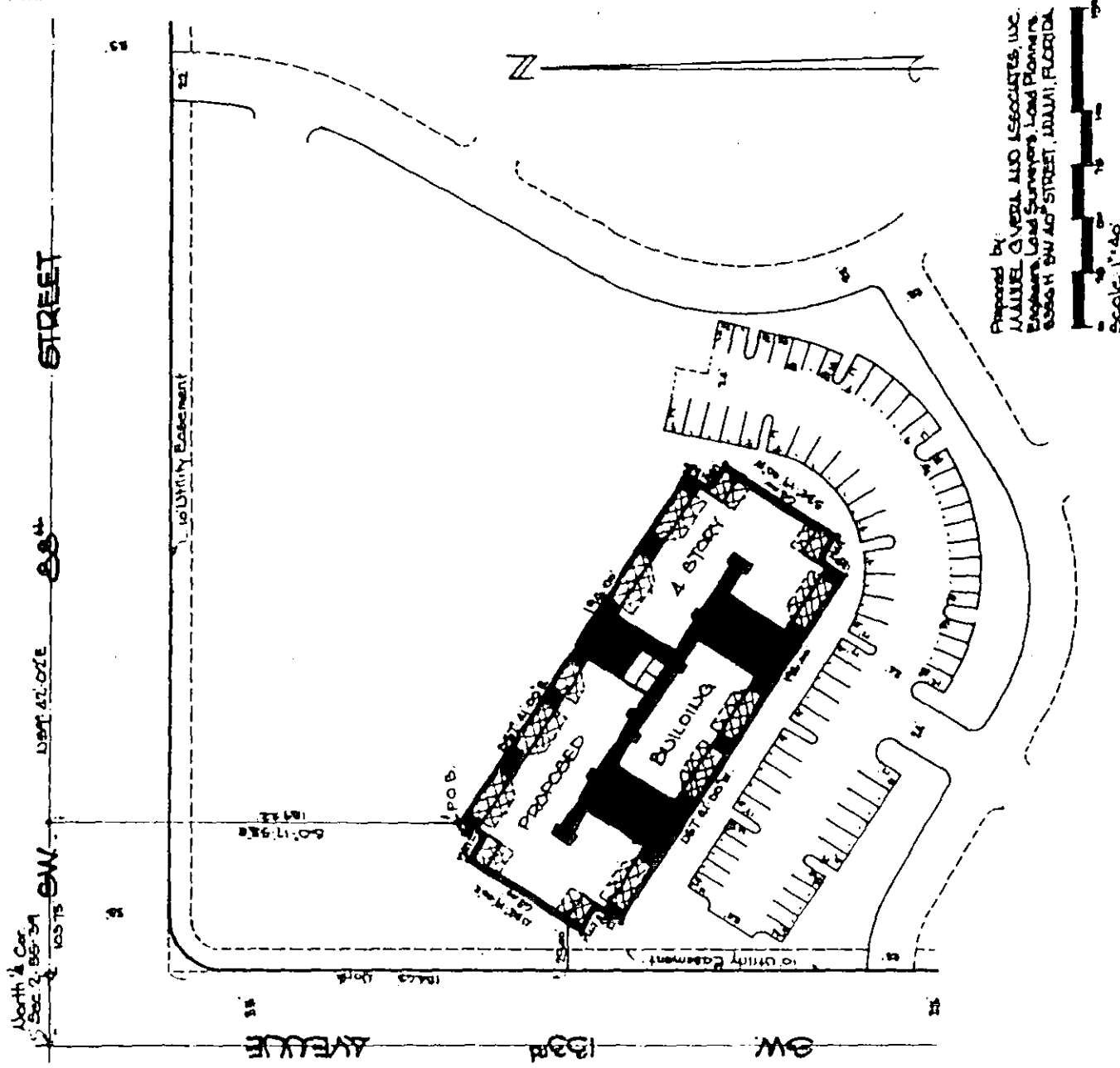
MANUEL Q. VERA AND ASSOCIATES, INC.

By Manuel Q. Vera Registered Land Surveyor US 72262 State of Florida.

NOTE: Location and dimensions of buildings and other facilities shown hereon were obtained from plans prepared by "ARCHITECTS" Architects and Planners, 7000 South Dixie Highway, Suite 210, Coconut Grove, Miami, Florida 33133, and are subject to change or revision at a later date.

COMMON ELEMENTS

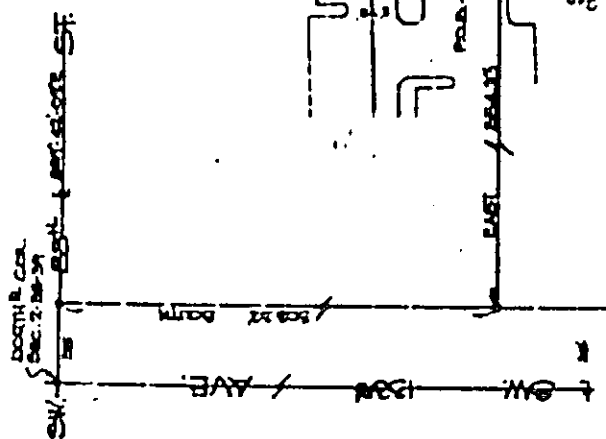
LIMITED COMMON ELEMENTS



CALLUSA CLUB VILLAGE CONDOMINIUM BLDG "D" SOUTH

Prepared by:
JAMES G. VERA AND ASSOCIATES, INC.
Engineers, Land Surveyors, Land Planners
and Environmental Consultants
10000 9th Street, Suite 100, Dallas, Texas 75243
(214) 343-1100
FAX (214) 343-1101
www.jgvera.com
jgvera@aol.com

**CALLUSA CLUB VILLAGE
CONDOMINIUM BLDG. E**



LEGAL DESCRIPTION OF CAUSA CLUB VILLAGE
CONDOMINIUM BLDG. E.

A portion of the North W. of the NE 1/4 of Section 2, Township 55S, Range 39E, Dade County, Florida, being described as follows:

[illegible]

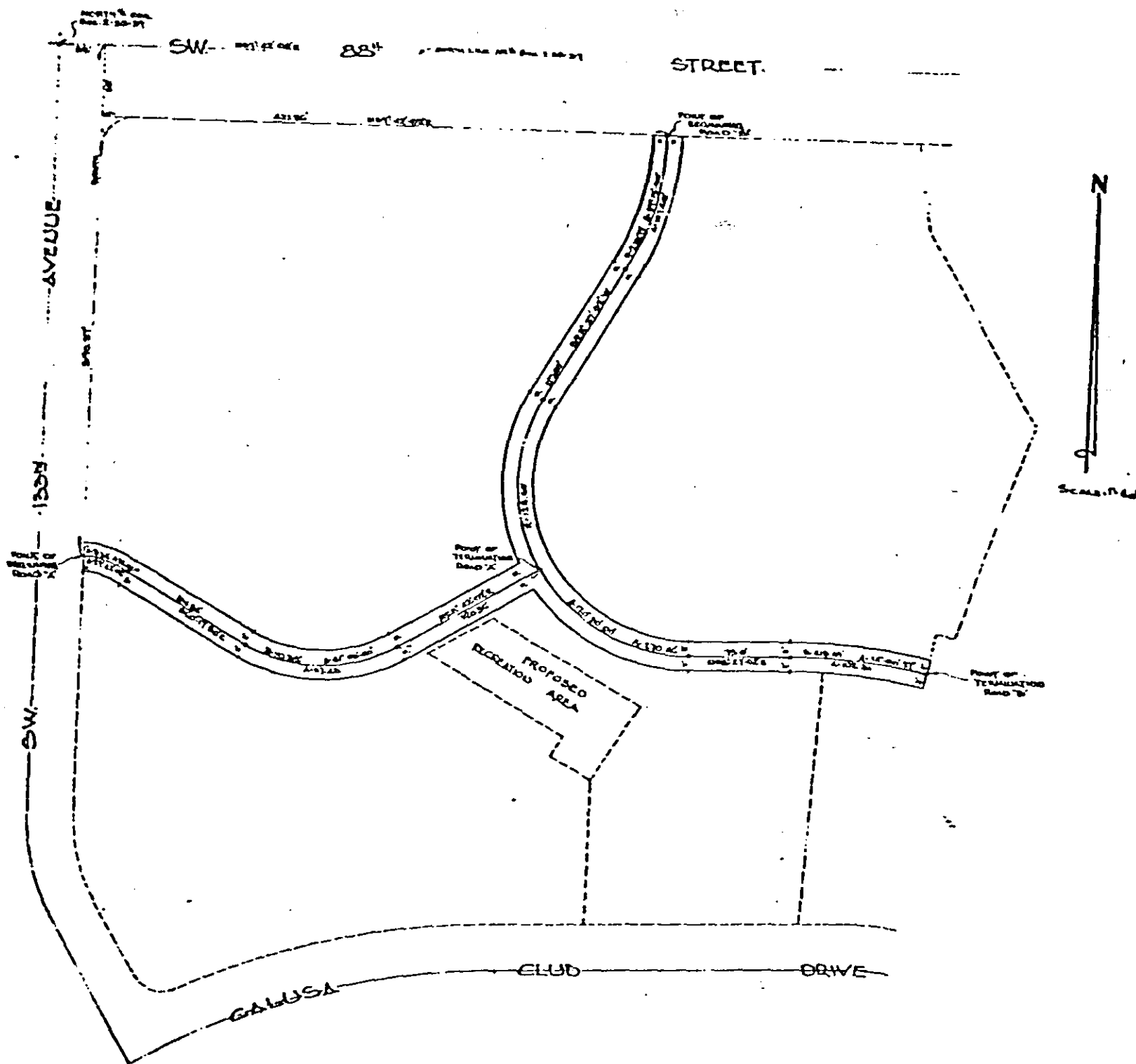
Containing 0.577 grams of base

THIS CERTIFICATION made this 10 day of July, 1940, by the undersigned Land Surveyor, authorized to practice in the State of Florida, is made pursuant to the provisions of Section 163.00(4) of the 1939 Florida Statutes. Effective January 1, 1940, as amended, and carries full and complete and full plan, description, floor plans, graphic descriptions, and other records, together with the Declaration as set forth herein, is submitted to identify the Common Elements and each Unit and their relative locations and approximate dimensions. Further, this is a certification that the survey and full plan description, floor plans, graphic descriptions, and other records submitted herewith, and the construction of the improvements is substantially complete so that the Declaration describing the Condominium property is as accurate a representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements, and of each Unit can be determined from these records.

UNITED STATES DEPARTMENT OF JUSTICE

Warrant of Arrest

United States
Department of the Interior
Bureau of Land Management



DESCRIPTION of common driveway for proposed first stage of CALUSA CLUB VILLAGE*:
 DESCRIPTION: ROAD-A
 A portion of the North 71 of the E 1/4 of Section 2, Township 36S, Range 39E and Clark County, Florida.
 Common to the Clark & ...

DESCRIPTION - ROAD "A"

A portion of the North 71st at the ECR of Section 2, Township 36 South, Range 34 East, Duval County, Florida, described as follows:

Commenced at the corner of said Section 2; thence S89°-02'-02"E along the North line of said Section 2 to 25.00 feet; thence South by S70°37' east to the Point of Beginning of the parcel of land hereinafter described; thence general or land survey thence back along the south side of the following described Section 2 to 25.00 feet; thence South by S70°37' east to the Point of Beginning of the same Section 2; thence N04°04' East to 104.64 feet to a point of curvature; thence curvilinearly and Northeasterly along the arc of said curve to the left having a radius of 100.25 feet and a central angle of 67°40' but an arc distance of 57.48 feet to the point of tangency; thence S76°43'-08"E for 720.96 feet to the Point of Termination of said centerline. Containing 0.19 acres, more or less.

DESCRIPTION - ROAD "B"

DESCRIPTION- ROAD- 15'

[illegible]

WE HEREBY CERTIFY That the attached "DESCRIPTIONS" are true and correct to the best of our knowledge and belief as accurately prepared under our direct supervision.

and United Nations Security Council, and
 International Maritime Organization.

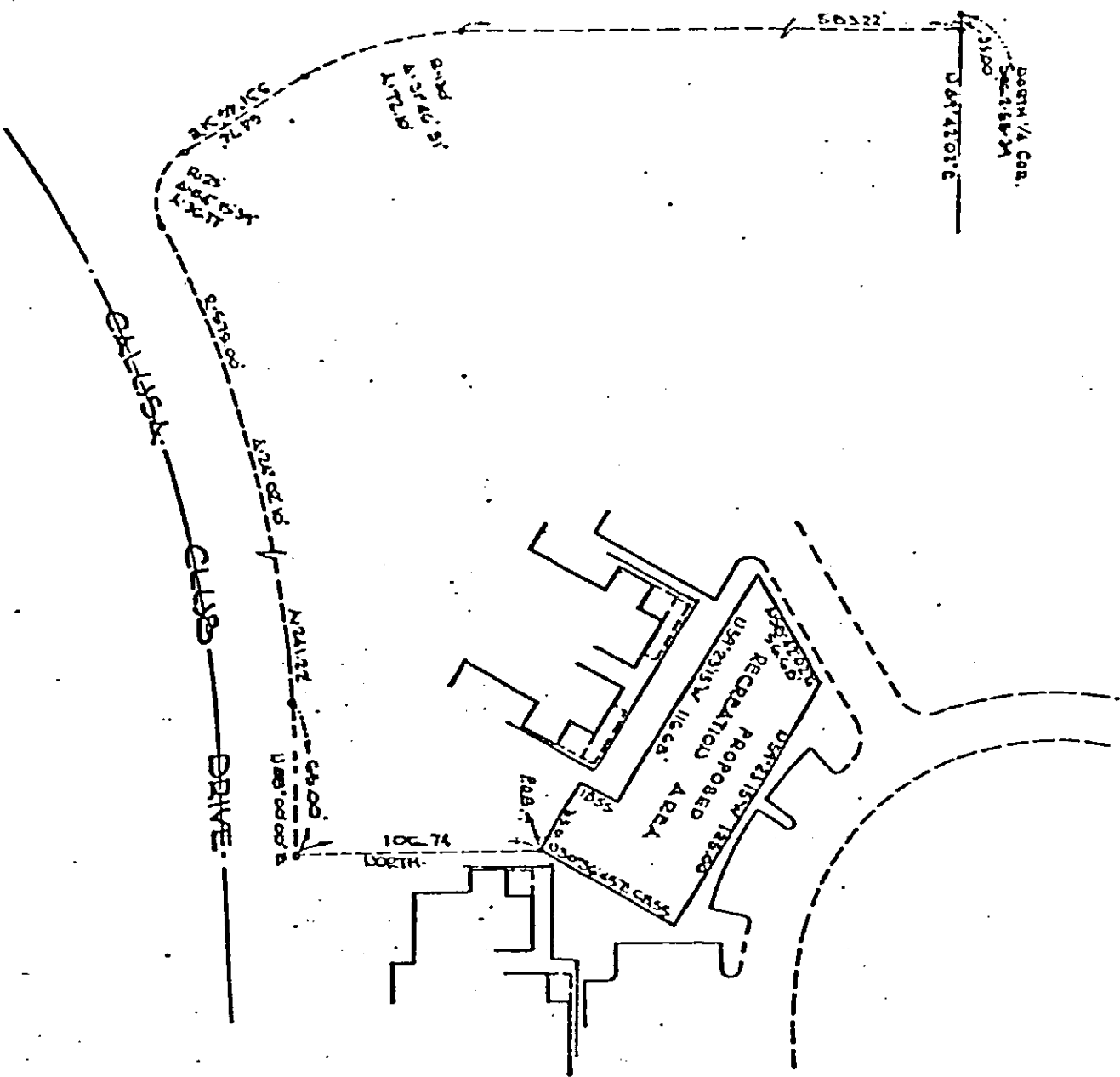
Harvard C. Ware and Associates, Inc.

To _____ From _____
Mrs. C. W. Allen
Bayshore Land Surveyor US 2702
State of Florida.

Note: Descriptions subject to change after recording of the plot at "CALUSA CLUB VILLA"

Prepared by:
LARRY G. VERA AND ASSOCIATES INC.
Engineers, Land Surveyors, Land Planners.
2724 SW 87th AVENUE, MIAMI, FLORIDA

*Description of common driveway for proposed future stages unavailable as of recording date of Declaration of Condominium.



Description of Recreation Parcel for proposed first stage
of Calusa Club Village*:
LEGAL DESCRIPTION

A PORTION OF THE NORTH 1/2 OF THE U.E. 1/4 OF SECTION 2, TOWNSHIP 55 SOUTH, RANGE 29 EAST, DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 2, THENCE N 89°42'02"E ALONG THE NORTH LINE OF THE U.E. 1/4 OF SAID SECTION 2 FOR 55.00 FEET; THENCE SOUTH FOR 55.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 31°46'31" FOR 64.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84°15'29" FOR 40.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTH-EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 24°02'10" FOR 40.00 FEET TO A POINT OF BEGINNING; THENCE N 88°00'00"E FOR 65.00 FEET; THENCE NORTH FOR 106.74 FEET TO THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED PARCEL OF LAND; THENCE N 30°36'45"E FOR 68.55 FEET; THENCE N 59°23'15"W FOR 125.00 FEET; THENCE S 58°42'02"W FOR 56.68 FEET; THENCE S 59°23'15"E FOR 116.68 FEET; THENCE S 30°36'45"W FOR 18.55 FEET; THENCE S 59°23'15"E FOR 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.174 ACRES MORE OR LESS.

THIS CERTIFICATION MADE THIS DAY OF 1981 BY THE UNDERSIGNED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 118.04 (9)(a) OF THE 1976 FLORIDA STATUTES EFFECTIVE JANUARY 1, 1977, AS AMENDED, AND CERTIFIES THAT THIS SURVEY AND PLAN OF THE 1976 FLORIDA STATUTES AND OTHER MATERIALS, TOGETHER WITH THE DECLARATION ARE IN SUBSTANTIAL COMPLIANCE WITH THE COMMON ELEMENTS AND EACH UNIT AND THEIR RELATIVE LOCATIONS AND OF APPROPRIATE MEASUREMENTS. FURTHER, THIS IS A CERTIFICATION THAT THIS SURVEY AND PLAN, DESCRIBED, PLANNED, PLANNED, DESCRIBED, PLANNED, AND OTHER MATERIALS IN CONNECTION HEREWITH, AND THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBED, PLANNED, PLANNED, PLANNED, PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

MAURIEL G. VERA AND ASSOCIATES, INC.

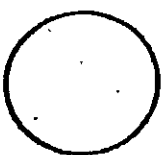
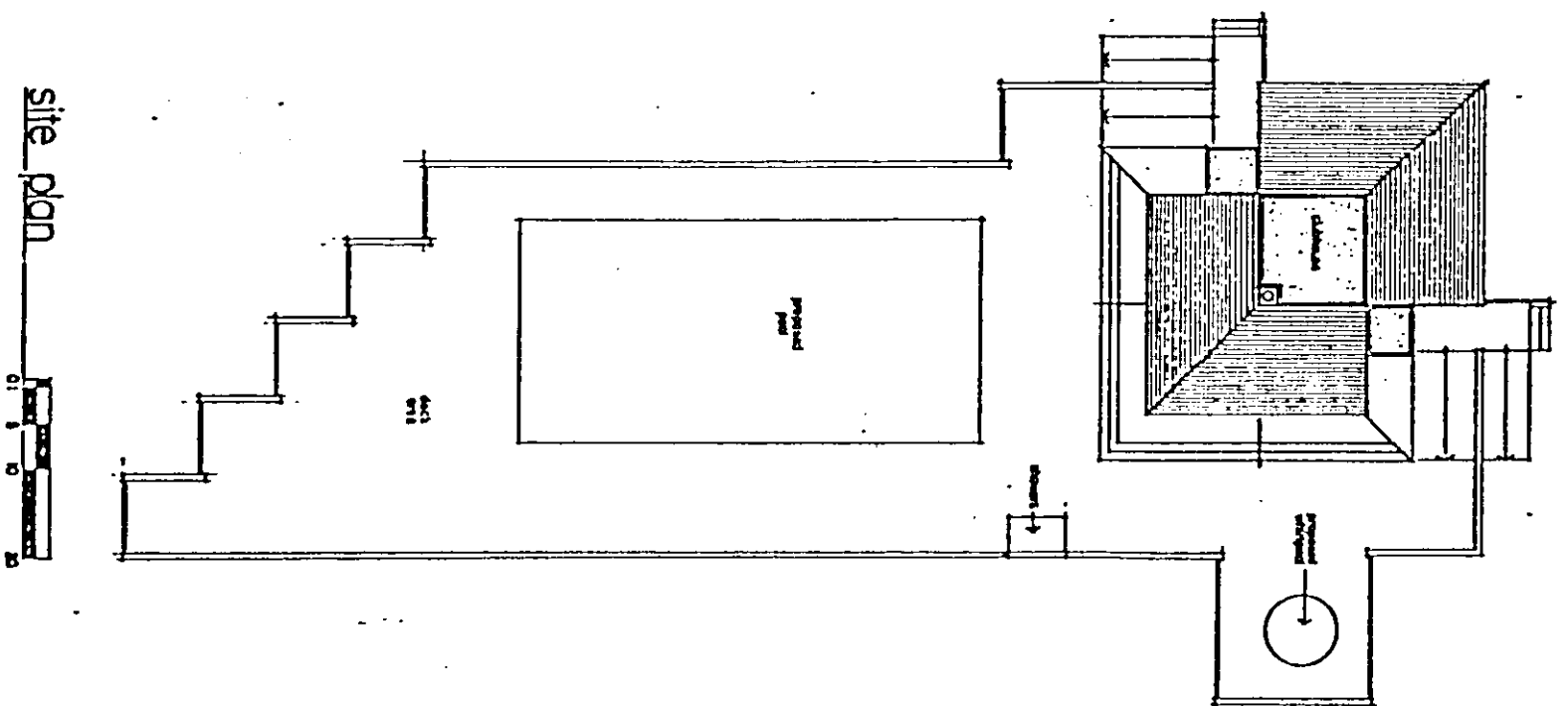
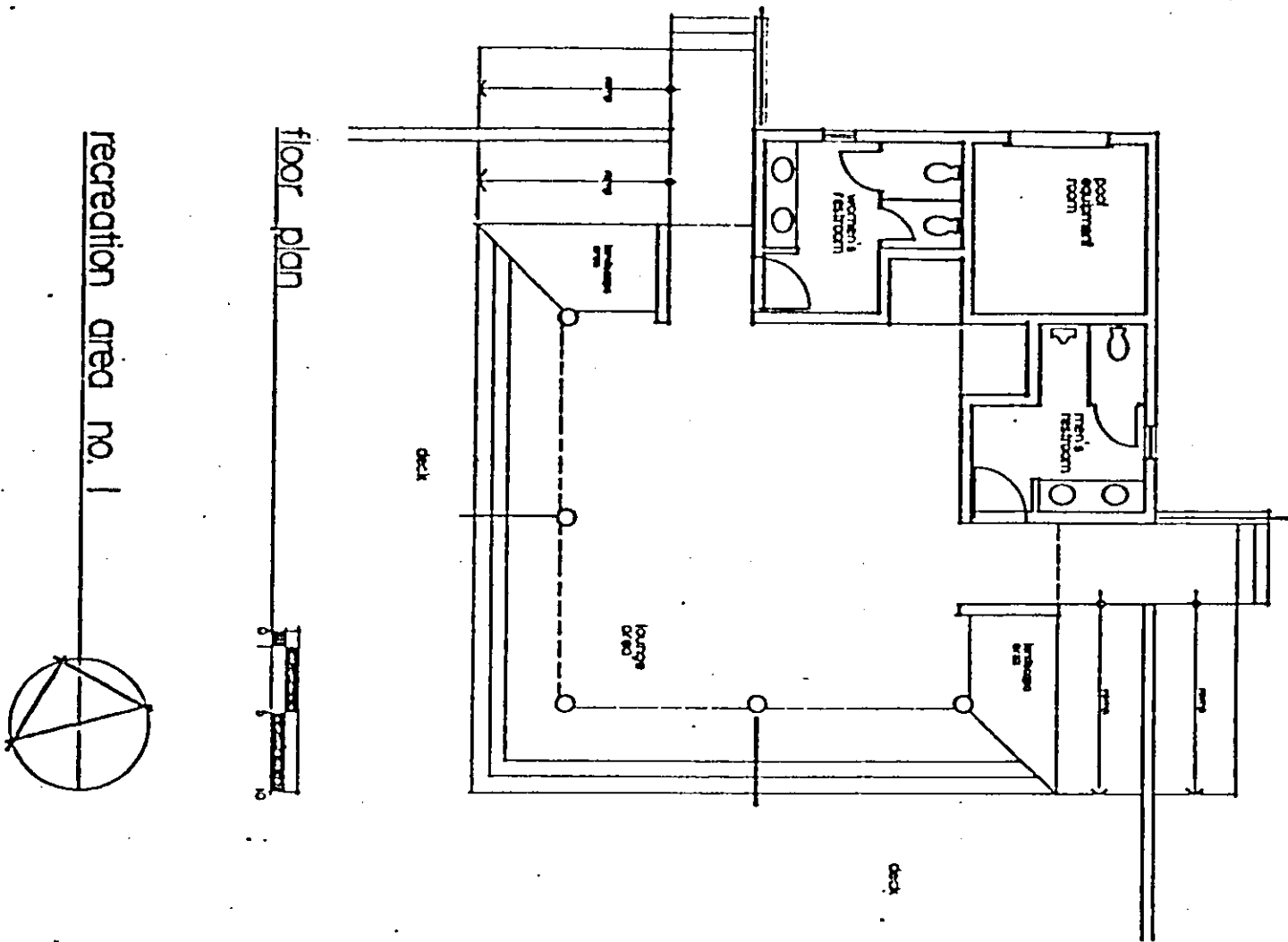
By MAURIEL G. VERA Pres.
REGISTERED LAND SURVEYOR N° 2262
STATE OF FLORIDA

*Description of Recreation Parcels for proposed future stages of Calusa Club Village unavailable as of recording date of Declaration of Condominium.

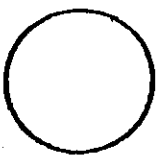
STAGE I

PROTOTYPE PROPOSED CALUSA CLUB VILLAGE RECREATION PARCEL

(Developer reserves the right to change locations and specifications)



S. G. Perini-Jones
A.I.A.



S. C. Bertram
A.I.A.

architektnics
architects and planners



3000 south dale highway, suite 210,
coconut grove, florida, 33133.
telephone: (305) 850-3855.

project calusa club village
located company no.

consultants

drawn by
checked by
approved by

1

PROJECT LEGAL DESCRIPTION FOR CALUSA CLUB VILLAGE

A portion of the North 1/2 of the Northeast 1/4 of Section 2, Township 55 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 2; thence South 0 degrees 10 minutes 08 seconds East, along the East line of the Northeast 1/4 of said Section 2 for 55.00 feet; thence South 89 degrees 42 minutes 02 seconds West, along a line parallel with and 55.00 feet South of as measured at right angles to the North line of the Northeast 1/4 of said Section 2 for 549.87 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue South 89 degrees 42 minutes 02 seconds West, along the last described course, for 2058.05 feet; (said last mentioned two courses being coincident with the south Right-of-Way line of North Kendall Drive) thence South, along a line parallel with and 35.00 feet East of as measured at right angles to the West line of the Northeast 1/4 of said Section 2, for 528.22 feet to a Point of Curvature; thence Southerly and Southeasterly along a circular curve to the left having a radius of 130.00 feet and a central angle of 31 degrees 46 minutes 31 seconds for an arc distance of 72.10 feet to a Point of Tangency; thence South 31 degrees 46 minutes 31 seconds East for 122.87 feet to a point on the next described curve, said point bearing North 28 degrees 03 minutes 33 seconds West from the radius point of said curve; thence Northeasterly along a circular curve to the right having a radius of 540.00 feet and a central angle of 26 degrees 03 minutes 33 seconds for an arc distance of 245.60 feet to a Point of Tangency; thence North 88 degrees 00 minutes 00 seconds East for 255.00 feet to a Point of Curvature; then Easterly, Southeasterly and Southerly along a circular curve to the right having a radius of 180.00 feet and a central angle of 102 degrees 30 minutes 00 seconds for an arc distance of 322.01 feet to a Point of Tangency; thence South 10 degrees 30 minutes 00 seconds West for 150.38 feet to a Point of Curvature; thence Southerly, Southeasterly, Easterly and Northeasterly along a circular curve to the left having a radius of 50.00 feet and a central angle of 145 degrees 53 minutes 22 seconds for an arc distance of 127.31 feet to a Point of Reverse Curvature; thence Northeasterly along a circular curve to the right having a radius of 1060.00 feet and a central angle of 10 degrees 53 minutes 22 seconds for an arc distance of 201.46 to a Point of Compound Curvature; thence Northernly along a circular curve to the right having a radius of 1310.00 feet and a central angle of 36 degrees 30 minutes 00 seconds for an arc distance of 834.53 feet to a Point of Tangency; thence South 88 degrees 00 minutes 00 seconds East for 104.55 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 180.00 feet and a central angle of 59 degrees 49 minutes 17 seconds for an arc distance of 187.93 feet to a Point of Compound Curvature; thence Southeasterly along a circular curve to the right having a radius of 2360.00 feet and a central angle of 2 degrees 31 minutes 09 seconds for an arc distance of 103.76 feet; thence North 0 degrees 10 minutes 08 seconds West, along a line West of and parallel with the East line of the Northeast 1/4 of said Section 2, for 876.95 feet to the Point of Beginning; Also known as: Tract "A" of CALUSA CLUB VILLA, according to the Plat thereof, recorded in Plat Book 118, Page 71 of the Public Records of Dade County, Florida.

CLERK NOTE:

FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 115 PAGE 5

RICHARD P. BRINKER, CLERK
CIRCUIT & COUNTY COURT
BY J. C. Huthing D. C.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED

RICHARD P. BRINKER,
CLERK CIRCUIT COURT