

74-207351

DECLARATION OF CONDOMINIUM

OF

CONDOMINIUM XII OF THE MANORS OF INVERRARY

ATRECO-FLORIDA, INC., a Maryland Corporation, authorized to do business in Florida, (hereinafter referred to as "Developer"), hereby states and declares.

I SUBMISSION STATEMENT

Developer is the owner of record of the land hereinafter described and hereby declares the same to be Condominium Property and does hereby submit the same to condominium ownership pursuant to Chapter 711, Florida Statutes, the Condominium Act.

II NAME

The name by which this Condominium is to be identified is:

CONDOMINIUM XII OF THE MANORS OF INVERRARY

III LAND

The legal description of the land included and submitted herewith to condominium ownership is described in Exhibit A, which is attached hereto and made a part hereof, and is hereafter referred to as the "Land".

IV EXPLANATION OF TERMINOLOGY AND IDENTIFICATION OF APARTMENTS

A. Explanations

All terms shall have the meaning set forth in the Act and for clarification the following terms have the following meanings:

1. "THE MANORS OF INVERRARY" means the planned community, of residential apartment buildings and condominium townhouses planned for development by Developer on real property situated in Section 23, Township 49 South, Range 41 East Broward County, Florida.

2. "Condominium of The Manors of Inverrary" means a particular condominium which is the subject of a particular Declaration of Condominium and as to this Declaration means Condominium XII of The Manors of Inverrary.

PREPARED BY RETURN TO

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3. "Developer" means Atreco-Florida, Inc., a Maryland corporation, authorized to do business in Florida, its successors and assigns.

4. "Act" means Chapter 711, Florida Statutes, 1963, as amended; the Condominium Act.

5. "Condominium Documents" means in the aggregate this Declaration, Articles, By-Laws, Declaration of Land Use and Lease Agreement, and all of the instruments and documents referred to therein and executed in connection with a CONDOMINIUM OF THE MANORS OF INVERRARY.

6. "Declaration" means this document.

7. "Apartment" means unit as defined by the Act, and is that portion of the Condominium Property which is subject to private ownership.

8. "Apartment Owner" means unit owner as defined by the Act.

9. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes:

(a) operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

(b) Assessments for Reserved Area Expenses and Demised Area Operating Expenses due to Manors Club, Inc., set forth in the Land Use and Lease Agreement and referred to in Article XXVI hereof, but which are assessed on a Dwelling Unit basis as provided for in that Agreement; and

(c) any other expenses designated or inferred to be Common Expenses by the Act or by the Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board.

10. "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements, and all easements and rights appurtenant thereto.

11. "Common Elements" means the portion of the Condominium Property not included in the Apartments.

12. "Association" means the corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating a condominium, and as to this condominium means THE MANORS OF INVERRARY XI ASSOCIATION, INC.

13. "Articles" mean the Articles of Incorporation of the Association.

14. "By-Laws" mean the By-Laws of the Association.

15. "Board" means Board of Directors of the Association.

16. "Reserved Area Expenses" means the expenses defined as such in the Land Use and Lease Agreement.

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17. "Demised Area Operating Expenses" means the expenses defined as such under the Land Use and Lease Agreement.

18. "Rent" means the rent due to be paid by the Apartment Owner to the Lessor under the Land Use and Lease Agreement.

19. "Land Use and Lease Agreement" means the instrument, as now or hereafter amended, by which certain real property and improvements have been set aside for the benefit of The Manors of Inverrary of which a portion is leased to The Manors Club, Inc. of which the Association is a member.

B. Identification of Apartments; Parking Spaces
Common Elements; Storage

1. This condominium consists of an apartment building containing 147 Apartments. All Apartments are identified on Exhibit B by three digit arabic numerals.

2. (a) This condominium has designated on the attached Survey and Plot Plan (Exhibit B) parking spaces located on the condominium property which are identified by Arabic numerals. These parking spaces shall be assigned in the first instance by the Developer to the use of a specific Apartment within this condominium. Parking spaces are Common Elements, however any parking space assigned to the use of a specific Apartment, until it is reassigned as provided in Article XIV of the Declaration, shall be for the specific use of the Apartment to which it is assigned. Unassigned parking spaces shall be used for guest or business invitee parking and members of the Association under rules promulgated by the Board of Directors of the Association. The method of assignment and any subsequent re-assignments is set forth in Article XIV of this Declaration.

(b) Notwithstanding the fact that some of the just described parking spaces may be for the specific use of the Apartment to which it is assigned, they shall be maintained, repaired, replaced and assessed for such maintenance, repair, and replacement as and in the manner that Common Elements are maintained, repaired, replaced and assessed.

3. This Condominium also has storage spaces located within the Common Elements. A storage space will be assigned by the Association to the use of specific Apartments.

V SURVEY, PLOT PLAN AND
GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is being recorded contemporaneously herewith a Survey, Plot Plan and Graphic Description of Improvements on the above described Land which Survey, Plot Plan and Graphic Description of Improvements are incorporated herein by reference and deemed Exhibit B to this Declaration.

B. Said Survey, Plot Plan, and Graphic Description of Improvements shows and identifies thereon the relative location and approximate dimension of the Common Elements and each Apartment. There is likewise reflected thereon floor plans containing a graphic description of the improvements made to the Condominium Property.

C. Said Exhibit B of this Declaration has been certified pursuant to the requirements of Section 711.08(1) (c) of the Act.

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D. Although the construction of the condominium building shown on Exhibit B is substantially completed, certain improvements as shown on Exhibit B have not as yet been completed ("Incomplete Improvements") at the time of filing of this Declaration. The Incomplete Improvements will be completed in accordance with the Survey, Plot Plan and Graphic Description of Improvements attached hereto as Exhibit B. Upon the completion of the Incomplete Improvements the Developer shall file and place of record an amendment to the Declaration together with a final Survey, Plot Plan and Graphic Description of Improvements which will reflect and contain a certification as to completed construction. The certification shall be as required in Chapter 711.08(1)(e) of the Act, but the amendment shall be signed and acknowledged by the Developer alone pursuant to its rights to so amend the Declaration as set forth in Article XXIV.A.5. herein.

VI UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements according to the "Schedule of Shares" attached hereto as Exhibit C.

B. Each Apartment shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this condominium in accordance with the Condominium Documents. This right shall be shared with all other Apartment Owners of this condominium.

VII SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Apartment Owner's percentage of ownership of the Common Elements as set forth on Exhibit C of this Declaration.

VIII VOTING RIGHTS OF OWNERS OF APARTMENTS

A. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment as to the matters requiring a vote by owners as provided by this Declaration, the Condominium Documents and the Act.

B. The vote of the owners of an Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

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IX BY-LAWS

The By-Laws of this Condominium are set forth in a document entitled "By-Laws of THE MANORS OF INVERRARY XII ASSOCIATION, INC.," a true copy of which is annexed to this Declaration as an Exhibit.

X ASSOCIATION; USE OF COMMON ELEMENTS
BY MEMBERS OF ASSOCIATION

A. The Association responsible for the operation of this condominium is THE MANORS OF INVERRARY XII ASSOCIATION, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida.

B. There is attached hereto a True Copy of the Articles of the Association as an Exhibit.

XI EASEMENTS

A. Perpetual Non-Exclusive Easement in Common Elements

The parking and driveway portions of the Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement which easement is hereby created, in favor of all of the Apartment Owners in this Condominium for their use and for the use of their immediate families, guests, invitees, licensees, lessees and the immediate families, guests, invitees and licensees of such lessees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the just described easements.

B. Easements and Cross Easements

Inasmuch as this condominium constitutes a part of THE MANORS OF INVERRARY there are hereby created easements, in favor of the balance of all of THE MANORS OF INVERRARY, and the owners thereof, for ingress and egress to provide power, electric, telephone, sewer, water, and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith, and the like. Developer, for itself, its nominee, and the Association herein described reserves the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of, and necessary and proper for, the owners of apartments and lands of THE MANORS OF INVERRARY.

C. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist, and for the purpose of permitting improvements of a particular Manors of Inverrary Condominium to encroach upon the Condominium Property of another.

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XII APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT
IF LEVIED AND ASSESSED
AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over this condominium shall levy or assess any Tax or Special Assessment against this condominium, as a whole as opposed to levying and assessing such Tax or Special Assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law, (herein called the "New Total Tax") then such New Total Tax shall be paid as a Common Expense by the Association, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible in the estimated Annual Budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all Apartments. The amount of the New Total Tax paid or to be paid by the Association shall be apportioned among the owners of all Apartments so that the amount of such New Total Tax so paid or to be paid by the Association and attributable to be paid by the owner or owners of each Apartment shall be that portion of such New Total Tax which bears the same ratio to said total New Total Tax as the undivided interest in Common Elements appurtenant to each Apartment bears to the total undivided interest in Common Elements appurtenant to all Apartments. In the event that any New Total Tax shall be levied then the assessment by the Association, shall separately specify and identify the amount of such assessment attributable to such New Total Tax and the amount of the same shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such New Total Tax had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements. In apportionment of any New Total Tax in accordance with the provisions of this Article XII such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a Common Element which may be an appurtenance to any Apartment.

B. All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a Common Expense in the Annual Budget of the Association.

XIII OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient tenants may be accommodated therein. No trade, business, professional or other type of commercial activity may be conducted on the Condominium Property.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment or the Common Elements or which will obstruct or interfere with the rights of other Apartment Owners or the Association or annoy other Apartment Owners by unreasonable noises, or otherwise; nor shall an Apartment Owner commit or permit any nuisance, immoral or illegal act in his Apartment or on the Common Elements.

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C. An Apartment Owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Apartment and shall erect no exterior antenna and aerials upon any portion or part of his Apartment or in the Common Elements.

D. An Apartment Owner may keep a pet in his Apartment, but only under the regulations promulgated by the Association from time to time, but an Apartment Owner may not keep any other animals, livestock or poultry nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property, including any terrace; nor shall there be permitted any trailer or boat on any portion of the Condominium Property.

XIV TRANSFER OF PARKING SPACES

The following provisions will be applicable to the transfer and assignment of Parking Spaces.

A. Assignment of Parking Spaces.

The Developer has the right to assign the use of a particular Parking Space to a particular Apartment at the time the Apartment is originally acquired from the Developer. The assignment of use shall be made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use of Parking Space" delivered at the same time as the Deed of Conveyance to the Apartment. The Association shall maintain a book for the purpose of listing the Assignee of the Parking Space and the transfers thereof (the "Book"). Upon assignment of such Parking Space, the Developer shall cause the Association to record its transfer in the Book and the owner of the Apartment to which its use is assigned shall have the exclusive right to the use thereof. The Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of, or passing of, title to the Apartment to which the said assignment of parking space has been made the owner of the Apartment receiving the conveyance of title shall execute notice of transfer together with a copy of the instrument of conveyance to the Association which shall thereupon cause to be executed in the name of the grantee or transferee a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book.

1. The Assignment of Use and Parking Space shall be a written instrument signed by any two officers of the Association which shall describe the Parking Space to be assigned and the name of the transferee and the transferree's Apartment number which shall thereupon be recorded in the Book.

2. In the event any Parking Spaces have not been assigned to the use of any particular Apartment such Parking Spaces may be assigned, used or leased on such terms and conditions as the Board may from time to time determine, provided that a portion of the Parking Spaces shall always be kept for providing guest parking.

B. Restrictions on Separate Transfer of Parking Spaces

A Parking Space may be separately transferred upon the following conditions:

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1. The use of a Parking Space may be transferred by an Apartment Owner to another Apartment Owner within a Phase I Condominium provided that the transferor shall execute a written assignment which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's apartment and furnish the same to the Association which shall record such transfer in the Book.

2. Notwithstanding any of the provisions contained in subparagraph B. 1. of this Article XIV immediately above, no Parking Space which is encumbered by a mortgage held by an "Approved Mortgagee" (as that term is defined herein) shall be transferred without the written consent and authorization of such Approved Mortgagee.

C. Restrictions on Use of Parking Spaces

No trucks may be parked over-night. Only vehicles bearing current licenses and registration tags and inspection certificates may be parked over-night. No motorcycles, boats, trailers or campers may be parked at any time. The Association shall have the right to authorize the towing away of any violating vehicles with costs to be borne by the owner or violator.

D. One Parking Space to Every Unit

Notwithstanding any provisions herein contained as to transfers of Parking Spaces, every Apartment shall have at least one Parking Space, and no transfer shall be made which shall deprive any Apartment of one Parking Space.

XV CONVEYANCES AND SALES

In order to assure a community of congenial and responsible Owners and thus protect the value of the Apartments, the sale, leasing, and mortgaging of Apartments shall be subject to the following provisions until the Declaration is terminated in accordance with the provisions herein elsewhere contained or until this section of the Declaration is amended in the manner herein provided:

A. Sale or Lease.

No Apartment Owner may dispose of his Apartment or any interest therein by sale or lease without approval of the Board which approval of the Association shall be obtained in the manner hereinafter provided:

1. Notice to Association. Any and every time an Apartment Owner intends to make a sale or lease of his Apartment, or any interest therein, he shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require on forms that are supplied by the Association, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Apartment Owner to the Association, and any purchaser or lessee produced by the Association as hereinafter provided that the Apartment Owner believes the proposal to be bona fide in all respects. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.

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2. Election of Association. Within thirty (30) days after receipt of such notice, the Board shall either approve the transaction or furnish a purchaser or lessee approved by the Association and give notice thereof to the person desiring to sell or lease his Apartment who will accept the transaction upon terms as favorable to the Seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Board shall be in recordable form, signed by any two officers of the Board, and shall be delivered to the Purchaser or Lessee. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Apartment Owner giving such notice shall be bound to consummate the transaction with such purchaser or lessee as may not be approved and furnished by the Association.

B. Mortgage.

No Apartment Owner may mortgage his Apartment nor any interest therein without the approval of the Association, except to a bank, life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida, or Federal or State Savings and Building and Loan Association, or Mortgage Banking company licensed in the state of Florida, hereinafter called "Approved Mortgagee," or sometimes hereinafter referred to as "Approved First Mortgagee." In this connection, where a mortgage given by one of the institutions hereinafter described fails to be a first mortgage, but it is evident 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 a first mortgage. The approval of any other mortgages may be upon conditions determined by the Board and approval may unreasonably be withheld.

C. Acquisition by Gift, Devise, or Inheritance.

1. Any person who has obtained an Apartment by gift, devise, or inheritance, or by any other method not heretofore considered, shall give to the Association notice of the fact of obtaining such Apartment, together with such information concerning the person obtaining the Apartment as may be reasonably required, and a certified copy of the instrument by which the Apartment was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, or inheritance, or other transaction, the Association may, at its election, approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Within thirty (30) days after receipt of notice or information, as the case may be, the Association must either approve or disapprove the transfer of title by gift, devise, or inheritance, or otherwise, to the person receiving the same. The approval of the Association shall be by its Board and shall be in recordable form signed by any two officers of the Association and delivered to the person obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute

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approval, following which the Association, through its officers, shall prepare and deliver written approval, in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of as follows: By the Association advising the person obtaining title by gift, devise, inheritance, or otherwise, in writing, of a purchaser or purchasers who will buy the said Apartment at its fair market value to be determined by three (3) M.A.I. appraisers, one of whom shall be selected by the purchaser, one by the Apartment Owner, and one by the two appraisers just appointed, or upon mutual agreement by the purchaser and person holding title by one M.A.I. appraiser. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the sale price. At the time of notification to the title owner that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Apartment in accordance with the terms of this Declaration.

3. If the Association shall fail to provide a purchaser within the time provided for, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance, or other transaction, and shall evidence the same by instrument in writing in recordable form, signed by two officers of the Association.

D. An Approved First Mortgagee holding a mortgage on an Apartment or the Lessor under the Land Use and Lease Agreement upon becoming the owner of an Apartment, through foreclosure or otherwise, or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title to an Apartment at the foreclosure sale of such Approved First Mortgage or of the lien under the Land Use and Lease Agreement shall have the unqualified right to sell, lease, or otherwise transfer said Apartment including the fee ownership thereof, and/or to mortgage said Apartment without prior offer to the Board. Specifically the provisions of paragraphs A, B, and C of this Article XV shall be inapplicable to such Approved First Mortgagee or the Lessor under the Land Use and Lease Agreement or the acquirer of title as above described in this paragraph.

XVI MAINTENANCE AND REPAIRS

A. By Apartment Owners

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition and to repair and to replace at his expense all portions of his Apartment and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceiling, and floors), and to maintain and to repair the equipment and fixtures relating thereto, including the air conditioning condensers and appliances, and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which, if omitted, would affect the Condominium Property or an

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Apartment belonging to other Owners; each Apartment Owner shall be expressly responsible for the damages and liability that his failure to do so may engender. Said Apartment shall be maintained and repaired in accordance with the "as built" building plans utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration;

2. Not to make any alterations in the portions of the Apartment or the building or the Common Elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building or the Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building, without first obtaining the written consent of the Board, which consent the Board may withhold in its absolute discretion;

3. Not to paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or to any outside or exterior portion of the building, including terraces and balconys, doors, windows, etc. and not to place any drapery facings without white outside lining, heat reflecting devices, blinds or shades without the written approval of the Board, which approval the Board may withhold in its absolute discretion; nor may there be any exterior lighting fixtures, mail boxes, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the building and without specific written approval of the Board. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior of the building;

4. To promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association;

5. Plumbing and electrical repairs within an Apartment shall be paid for and be the financial obligation of the Apartment Owner;

6. Not to impede the irrevocable right of any officer of the Association or any agent of the Board to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments.

B. By the Association

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements and all exterior surfaces of the building whether part of the Common Elements or part of the Apartment and to maintain and repair all landscaping and roadways in or upon the Condominium Property.

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2. To maintain, repair, and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances and plumbing fixtures;

C. Management Agreement

The Board has entered into a Management Agreement for the purpose of providing for the services, labor, work and materials necessary for the maintenance and repair of the Condominium Property and for assisting the Board in carrying out the obligations of the Association contemplated by the Condominium Documents. In accordance with the terms of the Management Agreement, the Board has empowered and granted to such corporation the rights of access granted and given to the Board; the rights of assessments and collection of Common Expenses; and certain powers to carry out the instructions of the Board. The fee to be paid to the Management Company under the terms of the Management Agreement is part of the Common Expenses of this condominium. The Management Agreement is subject to the Act insofar as its termination is concerned.

D. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Apartment Owner and any Approved First Mortgagee. Approval shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the Apartment Owners if the cost of the same shall be in Common Expenses which shall exceed One Thousand Dollars (\$1,000.00). The cost of such alterations and improvements shall be assessed among the Apartment Owners therefor in proportion to their share of Common Expenses.

XVII COMMON EXPENSES AND ASSESSMENTS

A. Duty to Pay

It is hereby stated to be the express duty of each Apartment Owner to promptly pay his share of the Common Expenses and all assessments levied by the Board.

B. Assessments

Assessments shall be made and determined in the following manner.

1. The Board shall approve an annual budget in advance for each fiscal year and such budget shall project the anticipated Common Expenses for the ensuing fiscal year. The By-Laws contain other provisions applicable to the determination and make up of the budget and allocation of expenses.

2. After the adoption of a budget and determination of the annual assessments against the Apartment Owners in accordance with the shares of the Common Expenses hereinabove set forth, the Board shall assess such sums by promptly notifying all Apartment Owners by delivering or mailing notice thereof at such Apartment Owner's most recent address as shown by the books and records of the

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Association. The annual assessments shall be payable in quarterly installments which shall be due and payable in advance to the Association on the first days of January, April, July and October regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy special assessments against each Apartment, if necessary, to cover additional Common Expenses and shall have the power to levy such other special assessments as provided herein.

3. The record owners of each Apartment shall be personally liable jointly and severally to the Association for the payment of special as well as regular assessments made by the Association and for all costs of collecting delinquent assessments, plus interest and attorneys' fees, for trial and appellate levels, as hereinafter provided. In the event of default in the payment of an installment, the Board may accelerate remaining installments of the annual assessment upon notice thereof to the Apartment Owner in default whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment or accelerated assessments are not paid within twenty (20) days after their due date, the Association, through the Board may proceed to enforce and collect the said assessments against the Apartment Owner owing the same in any manner provided for by the Act, including the right of foreclosures and sale.

4. The Board may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future assessments. Such deposits shall be proportionate to each Apartment's interest in the Common Elements.

5. In connection with assessments, the Association shall have all of the powers, rights, privileges, and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid assessments and interest thereon against the Apartment Owner of such Apartment together with reasonable attorneys' fees, including attorneys' fees for trial and appellate levels, incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ten (10%) percent per annum.

6. It is specifically acknowledged that the provisions of Section 711.15(6) of the Act are applicable to this condominium, and further, in the event an Approved First Mortgagee obtains title to an Apartment by voluntary conveyance, such mortgagee, its successors, and assigns shall not be liable for accrued assessments or Common Expenses as fully as though the property were acquired by foreclosure as provided by Section 711.15(6) of the Act.

XVIII INSURANCE

The Board shall obtain liability insurance in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements.

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The Board shall collect and enforce the payment of a share of the premium for such insurance from each Apartment Owner as a part of the Common Expenses. Said insurance shall include but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsement to cover liabilities of the Apartment Owners as a group to an Apartment Owner. Each Apartment Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Apartment and for the purchasing of insurance for all of his personal property.

XIX DESTRUCTION OF IMPROVEMENTS
AND CASUALTY INSURANCE

A. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and their Approved First 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 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 charged as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in the Declaration must be good and responsible companies authorized to do business in the State of Florida. The Approved First Mortgagee having the highest dollar indebtedness encumbering Apartments in the condominium shall have the right to approve the policies, the amounts thereof, and the company or companies who are the insurers under the insurance placed by the Association as herein provided. The Association shall have the right to designate the Insurance Trustee, provided it shall be a Trust Company authorized to do business in Florida with an office in Broward County, Florida, and thereafter from time to time, the right to change the Insurance Trustee to another such trust company or to such other person, firm, or corporation as Insurance Trustee as may be acceptable to the Approved First Mortgagee holding the highest dollar indebtedness on Apartments in the Condominium Property and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

B. All policies purchased by the Association shall be for the benefit of the Association, all Apartment Owners and their Approved Mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee, aforementioned, who shall first acknowledge in an Insurance Trust Agreement 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. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected, a reasonable fee for its service as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

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C. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless the same is a distribution made to Apartment Owners and their mortgagees.

D. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it and shall hold such proceeds in trust for the Association, Apartment Owners, and any mortgagees under the following terms:

1. In the event a loss occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Apartment Owners of the Apartment damaged and their Approved First Mortgagees, if any, as their interests may appear and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Apartment. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Apartments or Common Elements, or both.

2. In the event that a loss of \$5,000.00 or less occurs to improvements within one or more Apartments and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Apartments. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements within owners' Apartments in proportion to the loss sustained to improvements within said Apartments, as estimated by the insurance carrier, and the owners owning interests in Apartments containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Apartments.

3. In the event the damage exceeds the sum of \$5,000.00 to the Common Elements alone, or to the individual Apartments and to improvements within contiguous Common Elements (it being the intention of the foregoing to cover any loss other than those specifically described in sub-paragraphs 1 and 2) then the Insurance Trustee shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

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(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the Apartments, or upon the collection of the necessary funds that are described in part (c) of this paragraph, then the improvements shall be completely repaired and restored. In this event all payees of such funds shall deliver paid bills and waivers of Mechanics' Lien to the Insurance Trustee and execute an affidavit required by law or by the Association, or any Approved First Mortgagee named on a mortgagee endorsement, or the Insurance Trustee, and deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, or some other reasonable terms under the circumstances which said contractor shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the Contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and within the Apartments so that special assessments shall be required, the following provisions shall be applicable:

[i] In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds is less than \$25,000, then the Board shall meet and shall determine the amount of and terms of a special assessment against the Apartments and the Owners thereof to obtain the necessary funds to repair and to restore the improvements. Such assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board of Directors of the Association shall consider to be fair and equitable under the circumstances. Whereupon the Board, having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph; or

[ii] In the event the deficit between the estimated cost of repair and replacement and the insurance proceeds exceeds the sum of \$25,000, then in that event the Board shall order a membership meeting of the class of members of the Association of the condominium in which the damages occurred held as rapidly as possible for the purpose of determining the amount of and the methods and terms

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of a special assessment against the Apartments and the Owners thereof so as to obtain the necessary funds to repair and replace the improvements. Such assessment need not be uniform as to all Apartments but may be in accordance with such factors as the Association considers fair and equitable under all of the circumstances. Upon determining the amount of the special assessment, the Apartments, and the Apartment Owners responsible therefor, the Board shall, within the time determined for the payment of said assessment, immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event two-thirds (2/3) of such class of members of the Association are opposed to the special assessment, the alternative shall be a vote for termination of the Plan of Condominium as provided in Article XXVIII. Upon such event the insurance proceeds shall be disbursed as follows: The Insurance Trustee shall divide the insurance proceeds into shares equal to the shares set forth in Article VII and shall promptly pay each share jointly to the Owners and Mortgagees of record of each Apartment as their interests may appear. In making distribution to the Apartment Owners and the mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective mortgagees. It is the intention of the foregoing that the proceeds of insurance shall be disbursed regardless of whether or not there is a vote for termination so long as two-thirds (2/3) are opposed to the special assessment.

4. In the event, after complete repair and reconstruction and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with the provisions just above set forth with regard to the distribution of insurance proceeds upon termination. However, it shall be presumed that the first monies disbursed in payment of repair, replacement, and reconstruction shall be from insurance proceeds; if there is a balance in the fund held by the Insurance Trustee after payment of all costs of repair, restoration, and reconstruction and after payment of any and all Trustee's fees and expenses, such balance shall be distributed to the Apartment Owners in proportion with their contributions.

5. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment or any other manner within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan. Further all covenants contained herein for the benefit of any mortgagee of an Apartment may be enforced by an Approved First Mortgagee.

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6. Any repair, rebuilding, or reconstruction shall be substantially in accordance with the architectural plans and specifications for the original building, or as the building was last constructed, or according to plans approved by the Board. Any material or substantial change from the foregoing architectural plans and specifications shall require approval by the institutional First Mortgagee holding the highest dollar indebtedness on Apartments in the Condominium Property.

XX PROHIBITION OF FURTHER SUBDIVISION

The space within any of the Apartments and Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage, or otherwise, which described only a portion of the space within any Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

XXI SEVERABILITY

If any provision of this Declaration or of any of the Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, or the Condominium Documents or of the Act shall not be affected.

XXII INTERPRETATION

A. Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration or the contents of the material contained in the Articles and paragraphs.

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

C. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

D. In the event any Court should hereafter determine any provisions as originally drafted herein in violation of the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring lives shall be those of the incorporators of the Association.

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XXIII REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, or any Apartment Owner, or any Approved First Mortgagee holding a mortgage encumbering any Apartment or the Lessor of the Land Use and Lease Agreement to recover any sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Apartment Owner, or by such Approved First Mortgagee, or the Lessor of the Land Use and Lease Agreement. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including attorneys' fees for an appeal if one is taken, as may be awarded by the Court.

XXIV PROVISIONS FOR ALTERATION OF
APARTMENTS BY DEVELOPER AND
PROVISIONS FOR AMENDMENTS BY MEMBERS' VOTE

A. Alteration of Apartment by Developer

1. Developer reserves the right to change the interior design and arrangement of all Apartments, and to alter the boundaries between Apartments, so long as Developer owns the Apartments so altered. No such change shall increase the number of Apartments nor alter the boundaries of the Common Elements (other than interior of walls abutting apartments owned by the Developer) without an amendment of this Declaration approved by the Association, Apartment Owners, and owners of Approved First Mortgages in the manner elsewhere provided. If Developer shall make any changes in Apartments so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one Apartment is concerned, the Developer shall apportion between the Apartments the shares in the Common Elements which are appurtenant to the Apartments concerned.

2. An amendment of this Declaration reflecting such alteration of Apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, other Apartment Owners, or lienors or mortgagees of other Apartments or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of Apartment Owner's proportionate share of the Common Expenses or surplus or voting rights, unless consented to, in writing, by such Apartment Owner and any Approved First Mortgagee holding a mortgage on said Apartment.

3. Because the Declaration is being recorded prior to the completion of the Incomplete Improvements, the Developer, upon completion of such improvements, as provided in Article V shall file of record an amendment to this Declaration together with a Final Survey, Plot Plan and Graphic Description of Improvements, which amendment shall show this condominium as completed together with an Exhibit certified in accordance with Section 711.08(1)(e) of the Act. Developer expressly reserves the right to so amend this Declaration alone by execution and

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acknowledgement of the instrument herein described in accordance with Section 711.10 of the Act, and that accordingly such instrument need not be approved or joined in by the Association, the Apartment Owners or their mortgagees or lienors.

B. Amendment to Declaration by Members

1. No amendment shall change an Apartment's proportionate share of the Common Expenses or common surplus, nor the voting rights pertinent to any Apartment, unless all of the record owners thereof, and all of the record owners of any Approved First Mortgage lien thereon, shall consent thereto and join in the execution of such amendment and provided, further, that the said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.
2. No amendment shall be passed which shall impair or prejudice the rights or priorities of the Developer, the Lessor of the Land Use and Lease Agreement or any Approved Mortgagee. No amendment shall change the provisions of this Declaration with respect to Approved First Mortgagees or the Developer, or the Lessor of the Land Use and Lease Agreement without the specific written approval of all such Approved First Mortgagees of record and the Developer, or the Lessor of the Land Use and Lease Agreement.
3. Except as to the matters described in subparagraphs 1 and 2 of this paragraph B of this Article, this Declaration may be amended at any regular or special meeting of the Apartment Owners in this condominium, called in accordance with the By-Laws by the affirmative vote of the owners of seventy-five percent (75%) or more Apartments, provided said Amendment shall be approved by a majority of the Board as a whole, or by the unanimous affirmative vote of the members of the Board of which this condominium is a part. Such amendment shall be evidenced by a certificate executed and recorded in accordance with the Act, and which said certificate shall be signed and acknowledged by any two officers of the Association. A true copy of all such amendments shall be sent certified mail (the "mailing") by the Association to the Developer and to all Approved First Mortgagees. Thereupon, this certificate shall become effective upon its being recorded amongst the Public Records of Broward County, Florida, but shall not be so recorded until thirty (30) days after its mailing.

XXV RIGHT OF DEVELOPER TO SELL OR
LEASE UNITS OWNED BY IT FREE OF RESTRICTIONS
SET FORTH IN ARTICLE XV

Notwithstanding any provision to the contrary, so long as Developer shall own any Apartment whether by reacquisition or otherwise, the Developer shall have the absolute right to lease, sell or mortgage any such Apartment to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease, sale or mortgage of any apartment by the Developer, the rights of notice and consent herein granted to the Association in Article XV of this Declaration shall not be operative or effective in any manner. This provision of the Declaration may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer. Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale of Apartments, including but not limited to the right to maintain models, have signs,

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employees in the office, use the Common Elements and Demised and Reserved Areas and to show Apartments, and may assign this commercial usage right to such other persons or entities as it may choose. A sales office, signs, and all items pertaining to sales shall not be considered Condominium Property and shall remain the property of the Developer. The Developer, as a convenience to Apartment Owners, reserves the right to install, at designated areas within the Common Elements, as described in Exhibit B, coin operated washing machines and dryers which may be owned by the Developer or assignees of its rights hereunder. The Developer, or assignees of its rights hereunder reserves sole right, title and interest to all revenues earned from coin laundry operations. Further, Developer or assignees of its rights hereunder shall not be responsible for the payment of water or electric charges attendant to the operation of the coin operated washing machines and dryers.

XXVI ASSOCIATION TO ACQUIRE AND ENTER INTO AGREEMENTS

Developer has promulgated a plan of development and land use for The Manors of Inverrary; has set aside certain land designated as "Reserved Areas"; has leased certain land designated as "Demised Areas"; and has caused to be formed The Manors Club, Inc., a Florida corporation not-for-profit, all pursuant to the Declaration of Land Use and Lease Agreement recorded in Official Records Book 5592 Page 1 of the Public Records of Broward County, Florida and an amendment thereto recorded in Official Records Book 5809, Page 679 of the Public Records of Broward County, Florida. (The Declaration of Land Use and Lease Agreement and amendment will be hereafter referred to as the "Land Use and Lease Agreement"). The Manors Club, Inc. is charged with the obligation of carrying out certain affirmative covenants as to the Reserved Areas and payment of the Reserved Area Expenses under the said Land Use and Lease Agreement. The Manors of Inverrary XII Association, Inc. is a member of The Manors Club, Inc. and has entered into an Agreement regarding the Reserved Areas and Reserved Area Expenses, a copy of which is attached hereto as an Exhibit. The Manors Club, Inc. has accepted a lease of the Demised Areas and the obligation of collecting Rent and payment of the Demised Area Operating Expenses under the Land Use and Lease Agreement. There is attached hereto a Sub-Lease between The Manors Club, Inc. and The Manors of Inverrary XII Association, Inc. The aggregate of the assessments by The Manors Club, Inc. under the foregoing agreements are Common Expenses of the condominium, but are assessed by the Association on each Apartment as a Dwelling Unit in accordance with the Land Use and Lease Agreement.

XXVII THE INVERRARY ASSOCIATION, INC.

Pursuant to that certain Declaration of Protective Covenants and Restrictions dated as of February 26, 1971, recorded in Official Records Book 4560, Page 682, of the Public Records of Broward County, Florida, there has been incorporated The Inverrary Association, Inc., a Florida corporation Not-for Profit. The Association is a member of The Inverrary Association, Inc., subject to all provisions of the Articles of Incorporation, By-Laws, and all actions duly promulgated by the Board of Directors of The Inverrary Association, Inc. The Board of Directors of the Association shall designate a person or firm for the purpose of representation at the membership meetings of The Inverrary Association, Inc. This condominium and its

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members shall be bound by the actions duly promulgated by the members and Board of Directors of The Inverrary Association, Inc. and the Association shall collect from the owners of Apartments the assessments levied by The Inverrary Association, Inc. Nothing herein contained shall limit the power of the Association to become and to continue to be a member or deal with, any association, corporation, or other entity, as may be provided in the Articles of Incorporation of the Association.

XXVIII TERMINATION

A. Termination after Casualty Loss

In the event two-thirds (2/3) of the members of this condominium are opposed to the special assessment contemplated by Article XIX D.3. (c) ii, then a vote shall be taken for termination. Such vote shall result in the termination of this Condominium, if two-thirds 2/3 of the members shall vote in favor of such termination.

B. Termination By Developer

So long as Developer owns all the Apartments in the Condominium the Developer alone may terminate this Declaration and the plan of Condominium ownership established thereby by such plan as may then be adopted by the Developer. Such election to terminate this Declaration and the Plan of Condominium ownership established herein shall be executed in writing by the Developer alone, and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

C. Termination in General

Except in the event of this Declaration and the Plan of Condominium Ownership established herein being terminated as hereinbefore provided, this Declaration and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all Apartments in the condominium and all of the parties holding Approved First Mortgages against any of said Apartments and the Lessor of the Land Use and Lease Agreement; in which event, the termination of the Condominium shall be by such plan as may be then adopted by said owners, the Lessor and parties holding any such mortgages. Such election to terminate this Declaration and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida.

D. Results of Termination

In the event of termination, the Condominium Property shall be removed from the provisions of the Act, and the Condominium property of each condominium shall be deemed to be owned in common by the Apartment Owners of the condominium. Each Apartment Owner shall continue to be obligated to the Association to pay operating expenses and each Apartment Owner shall continue to be responsible for the Rent and his pro-rata share of the assessments for expenses under the Land Use and Lease Agreement to the extent he owns the Condominium Property in common and the lien rights provided for therein shall run with the Condominium Property and be enforceable by the Lessor.

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IN WITNESS WHEREOF ATRECO-FLORIDA, INC., has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Secretary this 30th day of September, 1974.

WITNESSES:

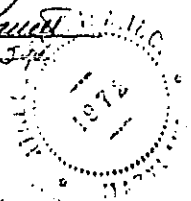
ATRECO-FLORIDA, INC.

[Signature]
[Signature]

By: [Signature] VP.

Attest: [Signature]
(SEAL) Asst. Secy.

STATE OF Florida)
~~Maryland~~) SS:
County Baltimore)
CITY OF BALTIMORE)



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and City aforesaid to take acknowledgements, personally appeared HARRY B COOPER and PHILIP R. BARRETT well known to me to be the VICE President and Secretary respectively of Atreco-Florida, Inc. and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the same true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State last aforesaid this 30th day of September, 1974.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
My COMMISSION EXPIRES FEB. 2, 1976



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DECLARATION OF CONDOMINIUM
OF
CONDOMINIUM XII OF THE MANORS OF INVERRARY

EXHIBIT A

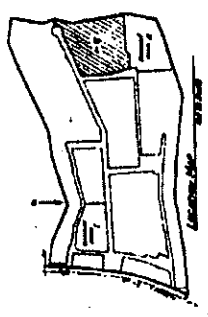
LEGAL DESCRIPTION OF LAND

There appears on the Survey, Plot Plan and Graphic Description of Improvements, "Exhibit B", to this Declaration, the legal description of the Land submitted to condominium ownership, which legal description of the Land is incorporated herein and made a part hereof.

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SURVEY, FLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF

CONDOMINIUM XII OF THE MANORS OF INVERRARY



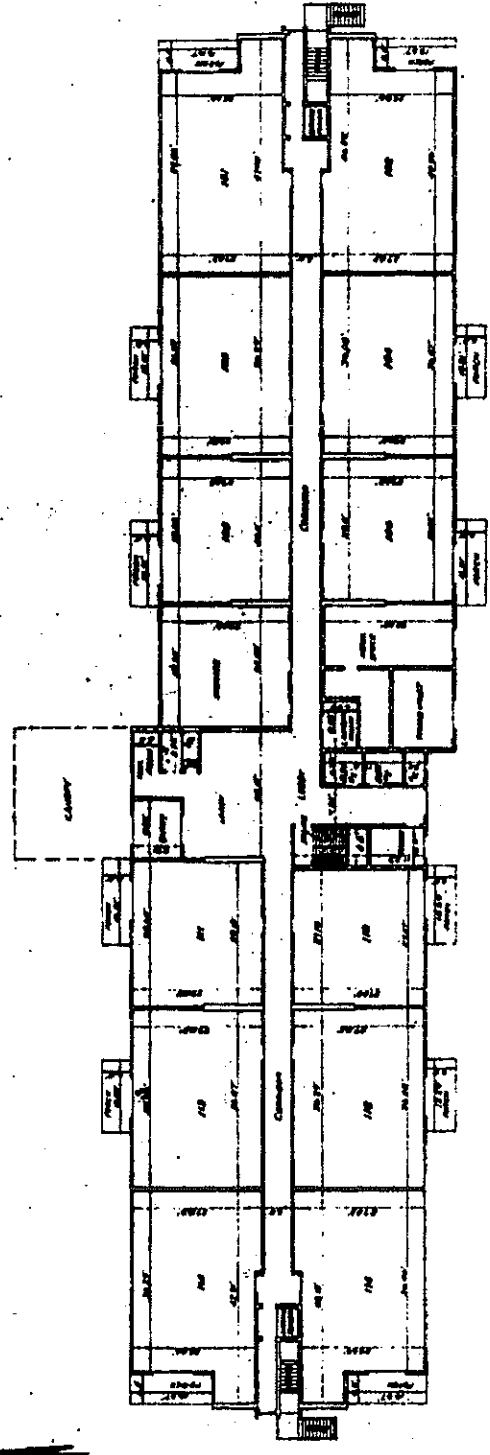
DESCRIPTION OF CONDOMINIUM PROPERTY
The Condominium Property consists of the following units and common elements as shown on the attached plans and described in the Declaration of Condominium:

CERTIFICATION
I, the undersigned, being duly qualified, have examined the plans and documents referred to in the Declaration of Condominium and certify that they conform to the provisions of the Act and the Regulations thereunder.

DESCRIPTION OF COMMON ELEMENTS
The common elements of the Condominium Property are the following: the land, buildings, structures, fixtures, furniture, and other improvements situated on the land and shown on the attached plans and described in the Declaration of Condominium.



SURVEY, FLOOR PLAN AND GENERAL DESCRIPTION OF IMPROVEMENTS
 TO THE DELIMITED AND CONVEYANCE OF
CONDOMINIUM XII OF THE MANORS OF INVERHARRY



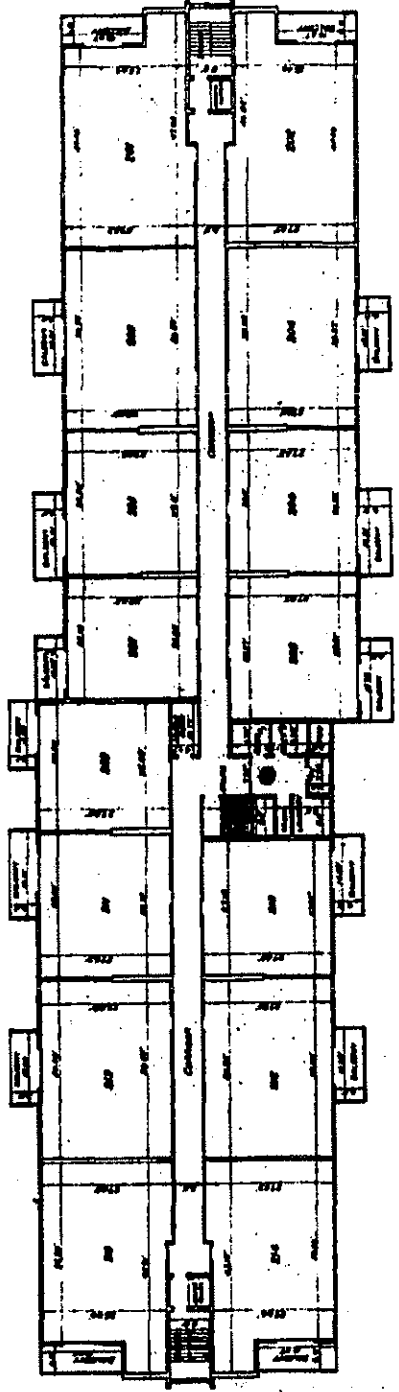
FIRST FLOOR PLAN

DESCRIPTION OF APARTMENT (UNIT)

- 1. Each unit is a separate and distinct part of the premises.
- 2. The boundaries of the units are shown by the lines on the plan.
- 3. The units are to be used as separate and distinct dwellings.
- 4. The units are to be used as separate and distinct dwellings.
- 5. The units are to be used as separate and distinct dwellings.

SHEET 2 OF 2

SURVEY, FLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 TO THE DECLARATION OF CONDOMINIUM OF
CONDOMINIUM XII OF THE MANORS OF INVERRARY



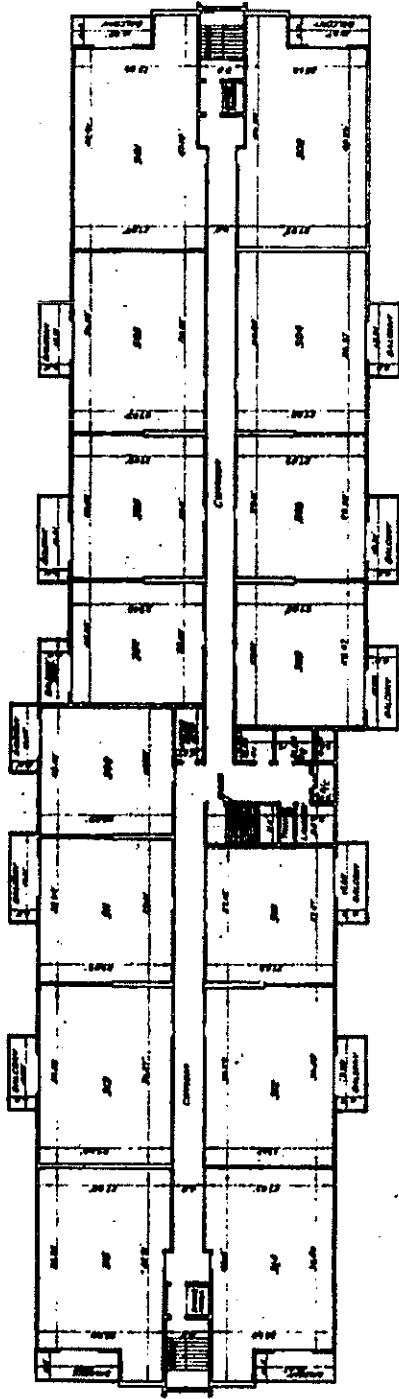
SECOND FLOOR PLAN

DESCRIPTION OF APARTMENT (UNIT)

- 1) Each unit is a separate and distinct unit with its own kitchen, bathroom, living room, dining room, bedroom, and study.
- 2) Each unit is a separate and distinct unit with its own kitchen, bathroom, living room, dining room, bedroom, and study.
- 3) Each unit is a separate and distinct unit with its own kitchen, bathroom, living room, dining room, bedroom, and study.
- 4) Each unit is a separate and distinct unit with its own kitchen, bathroom, living room, dining room, bedroom, and study.

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SURVEY, PLOT PLAN AND GRADING RESERVATIONS OF IMPROVEMENTS
 TO THE DECLARATION OF CONDOMINIUM OF
CONDOMINIUM XII OF THE MANERS OF ANERRARY



THIRD FLOOR PLAN

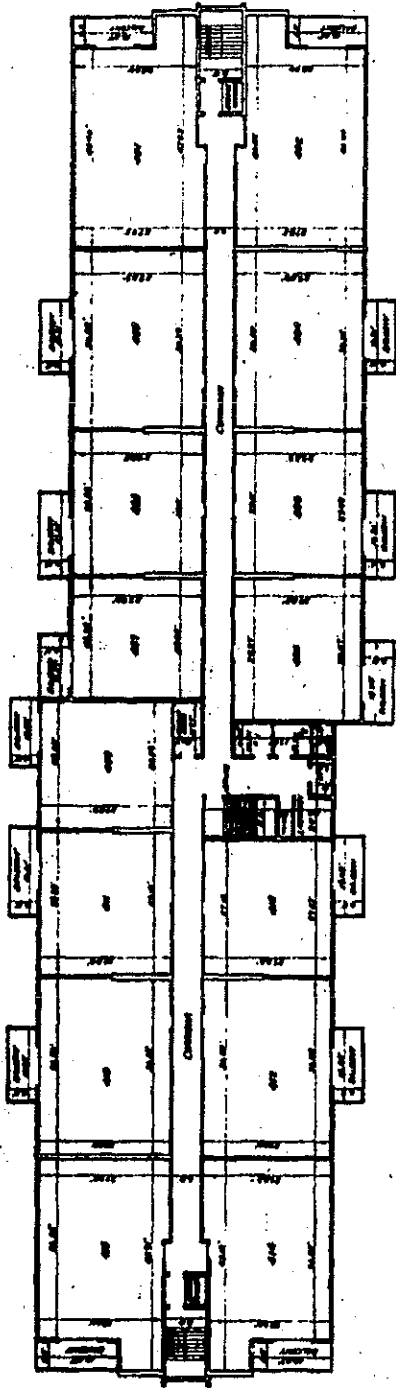
DESCRIPTION OF APARTMENT (UNIT)

- 1) Each unit is a separate and distinct unit.
- 2) The boundaries of each unit are shown by solid lines.
- 3) The boundaries of the common areas are shown by dashed lines.
- 4) The boundaries of the common areas are shown by dotted lines.
- 5) The boundaries of the common areas are shown by dash-dot lines.
- 6) The boundaries of the common areas are shown by long-dash lines.
- 7) The boundaries of the common areas are shown by short-dash lines.
- 8) The boundaries of the common areas are shown by long-short-dash lines.
- 9) The boundaries of the common areas are shown by short-long-dash lines.
- 10) The boundaries of the common areas are shown by long-short-long-dash lines.
- 11) The boundaries of the common areas are shown by short-long-short-dash lines.
- 12) The boundaries of the common areas are shown by long-short-long-short-dash lines.
- 13) The boundaries of the common areas are shown by short-long-short-long-dash lines.
- 14) The boundaries of the common areas are shown by long-short-long-short-long-dash lines.
- 15) The boundaries of the common areas are shown by short-long-short-long-short-dash lines.
- 16) The boundaries of the common areas are shown by long-short-long-short-long-short-dash lines.
- 17) The boundaries of the common areas are shown by short-long-short-long-short-long-dash lines.
- 18) The boundaries of the common areas are shown by long-short-long-short-long-short-long-dash lines.
- 19) The boundaries of the common areas are shown by short-long-short-long-short-long-short-dash lines.
- 20) The boundaries of the common areas are shown by long-short-long-short-long-short-long-short-dash lines.
- 21) The boundaries of the common areas are shown by short-long-short-long-short-long-short-long-dash lines.
- 22) The boundaries of the common areas are shown by long-short-long-short-long-short-long-short-long-dash lines.
- 23) The boundaries of the common areas are shown by short-long-short-long-short-long-short-long-long-dash lines.
- 24) The boundaries of the common areas are shown by long-short-long-short-long-short-long-short-long-long-dash lines.
- 25) The boundaries of the common areas are shown by short-long-short-long-short-long-short-long-long-long-dash lines.
- 26) The boundaries of the common areas are shown by long-short-long-short-long-short-long-short-long-long-long-dash lines.
- 27) The boundaries of the common areas are shown by short-long-short-long-short-long-short-long-long-long-long-dash lines.
- 28) The boundaries of the common areas are shown by long-short-long-short-long-short-long-short-long-long-long-long-dash lines.
- 29) The boundaries of the common areas are shown by short-long-short-long-short-long-short-long-long-long-long-long-dash lines.
- 30) The boundaries of the common areas are shown by long-short-long-short-long-short-long-short-long-long-long-long-long-dash lines.

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CONDOMINIUM XII OF THE MANORS OF INVERRARY

SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
TO THE REGULATION OF CONDOMINIUM OF



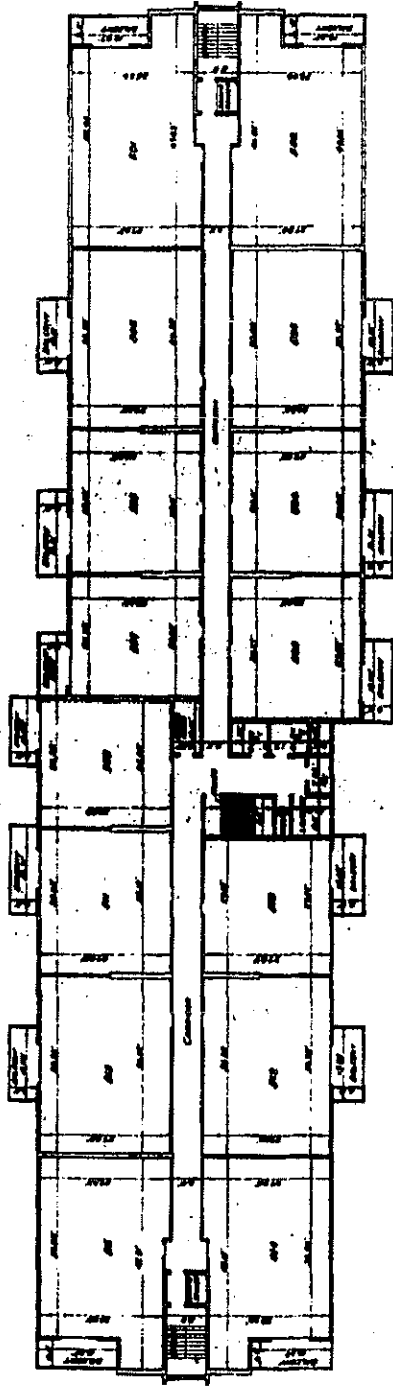
FOURTH FLOOR PLAN

DESCRIPTION OF APARTMENT (UNIT)

- 1) Each unit, comprising the apartment, will consist of the following:
- 2) The layout of the apartment will be as shown on the floor plan.
- 3) The layout of the apartment will be as shown on the floor plan.
- 4) The layout of the apartment will be as shown on the floor plan.
- 5) The layout of the apartment will be as shown on the floor plan.
- 6) The layout of the apartment will be as shown on the floor plan.

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SURVEY, SLOTT PLAN AND GENERAL DESCRIPTION OF IMPROVEMENTS
 TO THE DELINEATION OF CONDOMINIUM OF
CONDOMINIUM XII OF THE MANORS OF MERRIWAY



FIFTH FLOOR PLAN

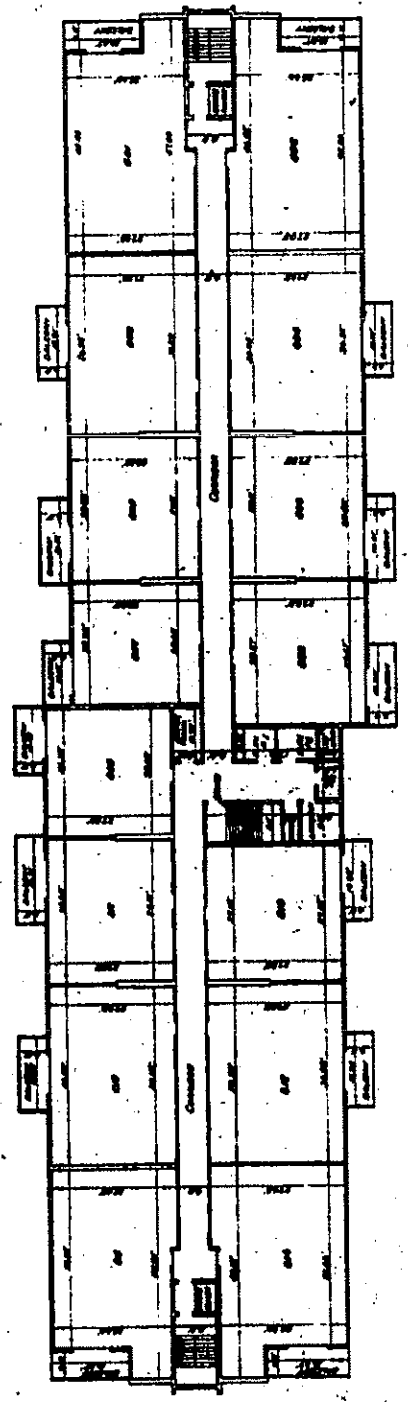
DESCRIPTION OF IMPROVEMENT (CONT.)

1. The floor plan of the fifth floor of the building is shown in the attached drawing. The plan shows the layout of the rooms, corridors, and service areas. The rooms are numbered and the corridors are lettered. The service areas include the elevator shaft, stairs, and utility rooms.

OFC: 5954 PAGE 519

CONDOMINIUM III OF THE MANORS OF INVERARY

SURVEY, FLOOR PLAN AND GENERAL DESCRIPTION OF APPOINTMENTS
TO THE RESIDENTS OF CONDOMINIUM III

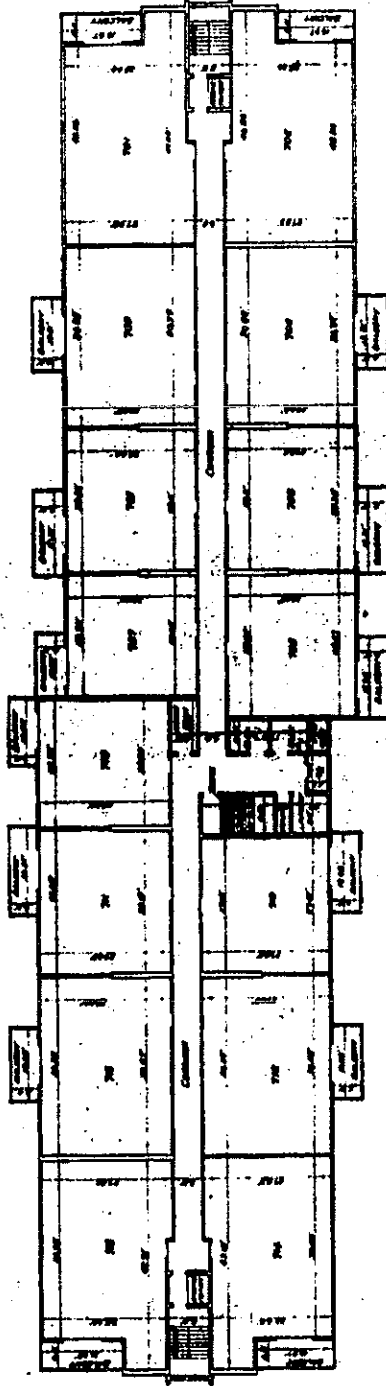


SIXTH FLOOR PLAN

DESCRIPTION OF APPOINTMENT (UNIT)

1) Each unit is equipped with a kitchen, living room, bedroom, bathroom, and dressing room. The kitchen is fitted with a sink, stove, and refrigerator. The living room is furnished with a sofa and a television. The bedroom is furnished with a bed and a wardrobe. The bathroom is fitted with a toilet, sink, and shower. The dressing room is furnished with a wardrobe. The unit is also equipped with a central heating system, air conditioning, and a fire alarm system.

SURVEY, FLOOR PLAN AND CONVEYING DESCRIPTION OF IMPROVEMENTS
 TO THE DELIMITATION OF CONDOMINIUM OF
CONDOMINIUM XII OF THE MANORS OF MERRIARY



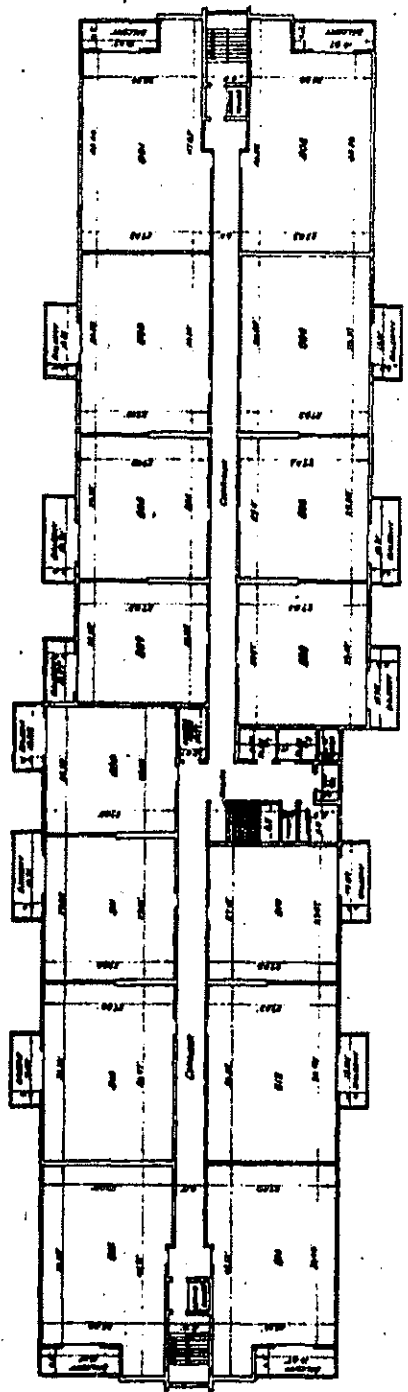
SEVENTH FLOOR PLAN

DESCRIPTION OF ASSIGNMENT (UNIT)

- 1) Each unit is a portion of the building with front, rear, side and top boundaries.
- 2) The boundaries of each unit are shown by solid lines and are to be construed as including the walls, ceiling, floor, and fixtures.
- 3) The boundaries of each unit are to be construed as including the walls, ceiling, floor, and fixtures.
- 4) The boundaries of each unit are to be construed as including the walls, ceiling, floor, and fixtures.
- 5) The boundaries of each unit are to be construed as including the walls, ceiling, floor, and fixtures.
- 6) The boundaries of each unit are to be construed as including the walls, ceiling, floor, and fixtures.

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SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 EXHIBIT B
 TO THE DECLARATION OF CONDOMINIUM OF
CONDOMINIUM XII OF THE MANORS OF INVERRARY



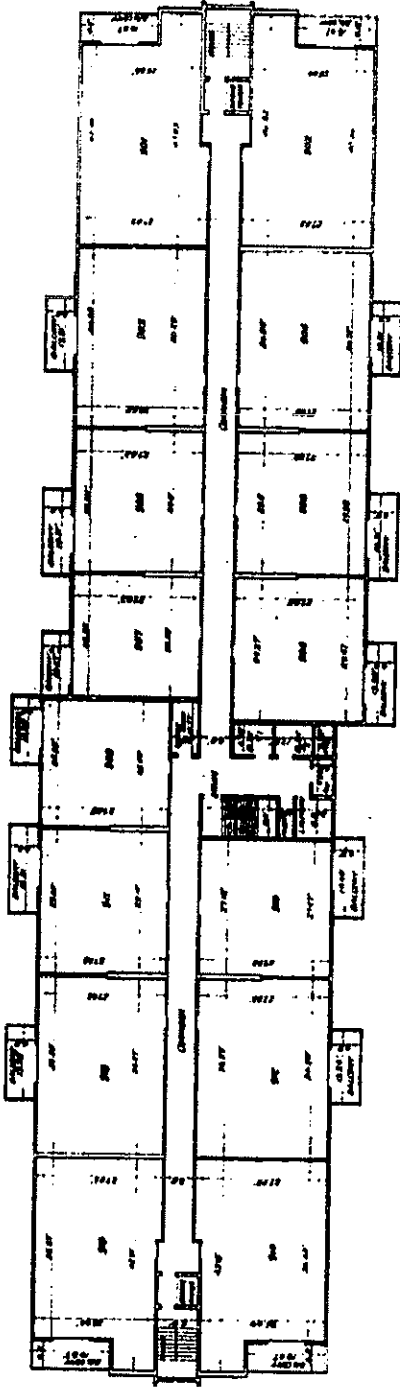
EIGHTH FLOOR PLAN

DESCRIPTION OF APARTMENT UNIT

- 1) Each unit is composed of the space between walls, floor, ceiling and balcony.
- 2) The boundary lines of each unit are shown by solid lines and the boundary lines of the common areas are shown by dashed lines.
- 3) Any area shown as a common area is to be used for the benefit of all the units in the building.
- 4) The unit is to be used as a residential unit and is not to be used for any other purpose.
- 5) The unit is to be used in accordance with the provisions of the Condominium Act.

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SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 EXHIBIT B
 TO THE DECLARATION OF CONDOMINIUM OF
CONDOMINIUM XII OF THE MANORS OF MERRIWAY



NINTH FLOOR PLAN

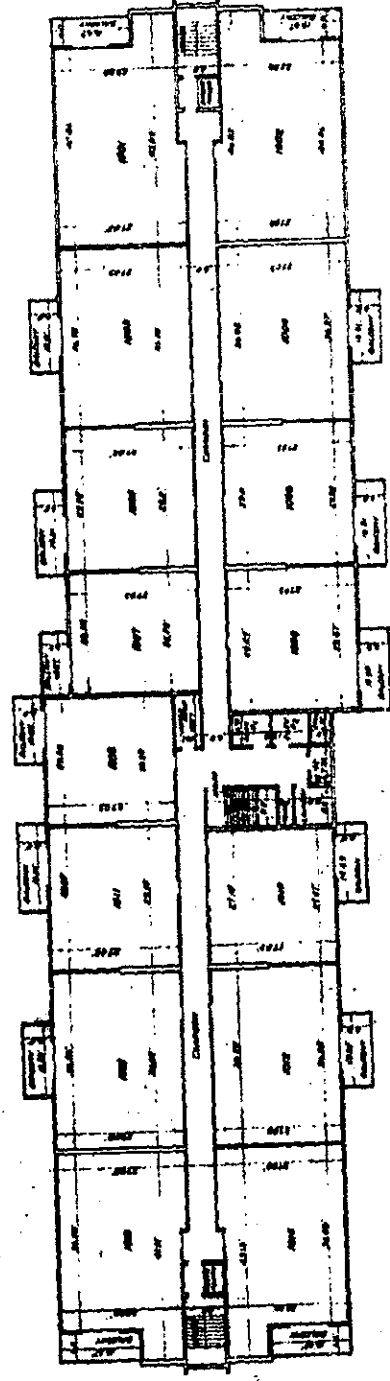
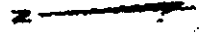
DESCRIPTION OF APARTMENT (UNIT)

1. Each unit is a separate and distinct unit with its own separate entrance.
2. The units are located on the ninth floor of the building.
3. Each unit is a separate and distinct unit with its own separate entrance.
4. Each unit is a separate and distinct unit with its own separate entrance.
5. Each unit is a separate and distinct unit with its own separate entrance.

UNIT NO.	SQ. FT.	APPROX. AREA
901	1,000	100
902	1,000	100
903	1,000	100
904	1,000	100
905	1,000	100
906	1,000	100
907	1,000	100
908	1,000	100
909	1,000	100
910	1,000	100
911	1,000	100
912	1,000	100
913	1,000	100
914	1,000	100
915	1,000	100
916	1,000	100
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936	1,000	100
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994	1,000	100
995	1,000	100
996	1,000	100
997	1,000	100
998	1,000	100
999	1,000	100
1000	1,000	100

SECRET, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECRET, FLOOR PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS TO THE DECLARATION OF CONDOMINIUM OF CONDOMINIUM XII OF THE MANORS OF INVERRARY



TENTH FLOOR PLAN

DESCRIPTION OF APARTMENT UNIT

- 1) Each unit is completed to the standard set out in the floor plan and includes:
- 2) The apartment is a self-contained unit with a kitchen, living room, dining room, bedroom, bathroom, and a separate entrance.
- 3) The apartment is a self-contained unit with a kitchen, living room, dining room, bedroom, bathroom, and a separate entrance.
- 4) The apartment is a self-contained unit with a kitchen, living room, dining room, bedroom, bathroom, and a separate entrance.
- 5) The apartment is a self-contained unit with a kitchen, living room, dining room, bedroom, bathroom, and a separate entrance.

DECLARATION OF CONDOMINIUM
OF
CONDOMINIUM XII OF THE MANORS OF INVERRARY

EXHIBIT C

<u>Apartment Numbers</u>	<u>Apartment Designation</u>	<u>Share of Common Elements, Common Expenses, and Common Surplus</u>
114 - 1014 (10 apts.) 115 - 1015 (10 apts.)	A	.748%
103 - 1003 (10 apts.) 104 - 1004 (10 apts.) 112 - 1012 (10 apts.) 113 - 1013 (10 apts.)	B	.743
105 - 1005 (10 apts.) 106 - 1006 (10 apts.) 208 - 1008 (9 apts.) 111 - 1011 (10 apts.)	C	.600
207 - 1007 (9 apts.) 209 - 1009 (9 apts.) 110 - 1010 (10 apts.)	D	.530
101 - 1001 (10 apts.) 102 - 1002 (10 apts.)	E	.854
	TOTAL	100.000%

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JOINER AND CONSENT OF MORTGAGEE

TO

DECLARATION OF CONDOMINIUM

THIS JOINER AND CONSENT, made and entered into this 24th day of September, 1974, by DADE FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI, a corporation existing under the laws of the United States of America (hereinafter called "Mortgagee").

WHEREAS, Mortgagee is the owner and holder of a mortgage dated the 24th day of October, 1973 and recorded in Official Records Book 5499, Page 5 of the Public Records of Broward County, Florida (the "Mortgage"); and

WHEREAS, the Mortgage encumbers the land described in Exhibit A attached to the Declaration of Condominium of Condominium XII The Manors of Inverrary, a Condominium (the "Declaration") to which this Joinder and Consent is attached; and

WHEREAS, Mortgagee has agreed to join in and consent to the Declaration;

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby join in the creation of and consents to the recordation of the Declaration.
2. Mortgagee agrees that the lien of the Mortgage, as the same applies to and encumbers the land described in Exhibit A attached to the Declaration (the "Land"), shall be upon the condominium units and common elements of Condominium XII of The Manors of Inverrary, a Condominium, as described in the Declaration.
3. This Joinder and Consent shall apply and be effective solely to the Land and nothing herein contained shall affect, alter or

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modify in any manner whatsoever the terms and conditions, and the liens, operation, effect and priority of the Mortgage upon any real property encumbered by the Mortgage. ~~of the State of Florida.~~

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officers the day and year first above written.

WITNESS:

Paul R. Gibson
Jean W. Burbage

DADE FEDERAL SAVINGS & LOAN ASSOCIATION
OF MIAMI
By: Paul R. Gibson
Vice President
Attest: Jean W. Burbage
Assistant Secretary

(SEAL)

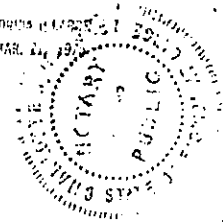
STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PAUL R. GIBSON and JEAN W. BURBAGE the Vice President and Asst. Secretary, respectively, of DADE FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI, and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said association and that the seal affixed thereto is the true corporate seal of said association.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 1974.

Charlotte W. Linsley
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 24, 1975



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STATE OF FLORIDA

DEPARTMENT OF STATE



I, DOROTHY W. GLISSON, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 23rd day of September, A.D., 1974, as shown by the records of this office.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 23rd day of September, A.D., 1974.

Dorothy W. Glisson

SECRETARY OF STATE

TRUE COPY
EXHIBIT TO DECLARATION OF CONDOMINIUM
FOR CONDOMINIUM XII OF THE MANORS OF INVERRARY

FORM 116
7-8-74

OFF. 5954 PAGE 528

88172114

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUMS

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

WHEREAS, The Manors of Inverrary XII Association, Inc. is responsible for the administration of the condominium whose Declaration of Condominium has been duly recorded in the Public Records of Broward County, Florida as follows:

O. R. 5954, Pages 490 - 557

WHEREAS, the Articles of Incorporation and the By-Laws governing The Manors of Inverrary XII Association, Inc. are attached to the above referenced Declaration and

WHEREAS, at a duly called and noticed meeting of the membership of The Manors of Inverrary XII Association, Inc., a Florida not-for-profit corporation, held on April 21, 1988, the aforementioned Declaration of Condominiums, Article XXIV "B"

NOW THEREFORE, the undersigned hereby certifies that the following amendments to the Declaration of Condominiums are a true and correct copy of the amendment of the above-referenced condominium as amended by the membership.

(additions indicated by underlining; deletions by "-----")

PROPOSED AMENDMENT TO THE DECLARATION OF CONDOMINIUM XII OF THE MANORS OF INVERRARY

IV. EXPLANATION OF TERMINOLOGY AND IDENTIFICATION OF APARTMENTS

A. Explanation

All terms shall have the meaning set forth in the Act and for clarification the following terms have the following meanings:

- 9. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes:
 - (a) operation, maintenance, repairs or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, and, basic cable television and

Balance of Article 9 "Common Expenses" remain the same as original text

WITNESS MY SIGNATURE HERETO this 21st day of April, 1988
at Lauderhill, Broward County, Florida.

WITNESSES:

THE MANORS OF INVERRARY XII ASSOCIATION, INC.

Maria Cury
Natalie Hansen

By: Jack R. Bornstein, President
Attest: Dorothy Platt, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, the undersigned authority, personally appeared JACK BORNSTEIN and DOROTHY PLATT and _____, President and Secretary to be the persons described in and who executed the foregoing instrument and they acknowledged jointly and severally to and before me that the execution thereof was their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 21st day of April, 1988.

James Hester
NOTARY PUBLIC, State of Florida
at Large

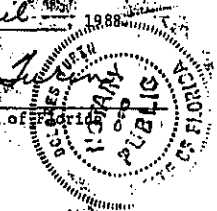
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 21, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

The Manors of Inverrary
4162 Inverrary Dr.
Lauderhill, FL 33319

88 MAY 3 AM 8 46

BK15397PC 888



✓ This instrument was prepared by:
Gary A. Poliakoff, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312



INSTR # 99368183
OR BK 29606 PG 0149
RECORDED 06/29/99 11:08 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1050

CERTIFICATE OF AMENDMENT

WHEREAS, the Declaration of Condominium of Condominium XII of The Manors of Inverrary was duly recorded in Official Records Book 5954, at Page 490 of the Public Records of Broward County, Florida; and

WHEREAS, The Manors of Inverrary XII Association, Inc. ("Association") is the Florida not-for-profit corporation responsible for the maintenance, operation and administration of the above-noted condominium, and

WHEREAS, Article XXIV, Section B.3. of the Declaration of Condominium provides that the Declaration of Condominium may be amended by the affirmative unanimous vote of the members of the Board; and

WHEREAS, at a duly called meeting of the Board of Directors, the Board of Directors, by a unanimous vote, adopted a Resolution to approve the following amendment;

BE IT RESOLVED, that Article XXIII of the Declaration of Condominium is amended as follows:

(additions indicated by underlining, deletions by "----", and unaffected language by . . .)

XXIII REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, or any Apartment Owner, or any Approved First Mortgagee holding a mortgage encumbering any Apartment or the Lessor of the Land Use and Lease Agreement to recover any sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Apartment Owner, or by such Approved First Mortgagee, or the Lessor of the Land Use and Lease Agreement. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including attorneys' fees for an appeal if one is taken, as may be awarded by the Court.

Fines. In addition to the remedies available hereinabove, the Association may levy fines against a unit for the failure of the owner of the unit or the owner's family, or its occupant, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provision of the Condominium Act (as same may be amended or renumbered from time to time), the Declaration of Condominium, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as same may be amended from time to time. The procedure for levying fines is as follows:

(a) The Board of Directors shall appoint a Covenant Enforcement Committee (hereinafter Committee) which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association, or the Condominium Act are being or have been violated. In the event that the Committee determines an instance of such probable cause, it shall report same to the Board of Directors and the Committee shall thereupon provide written notice

2/8/20

to the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, of the opportunity for a hearing before the Committee as provided below. The notice shall also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.

(b) The Committee shall hold a hearing, after providing the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, with reasonable notice of not less than fourteen (14) days stating the date, time and place of the hearing, the provisions of the condominium documents, Association Rules or Condominium Act which have been violated and a short and plain statement of the matters asserted by the Committee. The Committee shall hear any defense to the charges of the Committee, including any witnesses that the alleged violator, the unit owner, or the Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Committee determines there is not sufficient evidence of a violation, the matter shall be ended and no fine shall be levied. If the Committee determines that there is sufficient evidence of a violation, the Committee shall forward its findings, conclusions and recommendations to the Board of Directors. Based upon such Committee findings, conclusions and recommendations, the Board of Directors may levy a fine for each violation in such amount as may be permitted by law. In the event the Board of Directors determines to levy a fine, the Board of Directors shall send a written notice to the violator and the unit owner, if the violator is not the unit owner, advising that the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The unit owner shall be jointly and severally liable with the violator for payment of all fines.

(d) Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the various condominium documents, Association Rules or the Condominium Act, and all rights and remedies of the Association shall be cumulative.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of June, 1999, at Lauderhill, Broward County, Florida.

WITNESSES

- Sign [Signature]
Print Teri L. Burgess
- Sign [Signature]
Print PEARL BALABAN

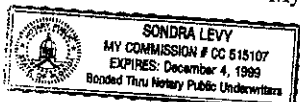
THE MANORS OF INVERRARY CONDOMINIUM XII ASSOCIATION, INC.

- By: [Signature]
Newton Fassler, President
Address: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of June, 1999, by Newton Fassler, as President of The Manors of Inverrary Condominium XII Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification _____ sign [Signature]
Type of Identification _____ print Sondra Levy
My Commission expires: _____



OR BR 29606 PG 0150