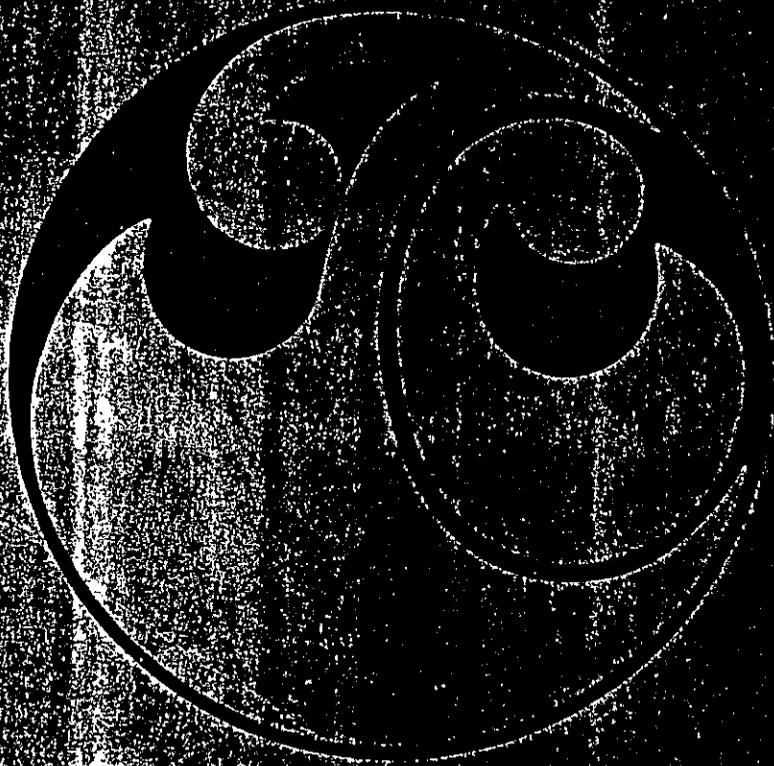


PROSPECTUS  
DISCLOSURE MATERIALS AND  
CONDOMINIUM DOCUMENTS



taracomo  
townhomes

A CONDOMINIUM

PROSPECTUS

for

TARACOMO TOWNHOMES, A CONDOMINIUM

THE NAME OF THIS CONDOMINIUM IS TARACOMO TOWNHOMES, A CONDOMINIUM.

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

## SUMMARY

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THIS CONDOMINIUM IS NOW BEING SOLD ON FEE SIMPLE INTERESTS.

THERE IS A CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM.

MEMBERSHIP IN THE RECREATIONAL FACILITIES CLUB IS MANDATORY FOR UNIT OWNERS.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF DUES UNDER THE CLUB AGREEMENT. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH YORK-HANOVER MANAGEMENT COMPANY.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

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TARACOMO TOWNHOMES, A CONDOMINIUM

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Schedule 1	Declaration of Condominium of Kendalwood Court Condominium K/K/A Taracomo Townhomes, a condominium with the following exhibits attached thereto: A - Omitted B - Index and affidavit regarding site plan of condominium C - Original Projected Budget (obsolete) and identification of each unit by undivided share in common elements D - By-Laws of Kendalwood Court Condominium Association K/K/A Taracomo Townhomes Condominium Association, an unincorporated association E - Regulations Regarding Children F - Management Agreement between Condominium Association and Select Builders of Florida, Inc.
Schedule 2	First Amendment to Declaration of Condominium
Schedule 3	Second Amendment to Declaration of Condominium
Schedule 4	Third Amendment to Declaration of Condominium
Schedule 5	Covenant running the land regarding Kendale Lakes Golf and Country Club
Schedule 6	Assignment of Management Agreement from Select Builders of Florida, Inc. to York-Hannover Management Company
Schedule 7	Projected Operating Budget for Condominium Association
Schedule 8	Purchase Agreement
Schedule 9	List of Units offered by Developer
Schedule 10	Special Warranty Deed

PROSPECTUS  
FOR  
TARACOMO TOWNHOMES, a condominium

1. A description of the Condominium is as follows:

- (a) The name of the Condominium is TARACOMO TOWNHOMES, a condominium. The Condominium is located at 137th Avenue and S.W. 84th Street, Miami, Dade County, Florida. The legal description of the Condominium is set forth in Exhibit "A" to the Declaration of Condominium as amended. Copies of the Declaration of Condominium and the three amendments thereto are attached as Schedules 1-4 to this Prospectus. There are 120 fully completed units in the Condominium.
- (b) The Condominium consists of sixteen (16) buildings containing a total of one hundred twenty (120) Units. Attached to the Declaration of Condominium as Exhibit "C" thereto is a Schedule of each unit and the unit type. Every type (model) A & B Unit has three (3) bedrooms and two and one-half (2 1/2) bathrooms, and every type (model) "C" Unit has two (2) bedrooms and two and one-half (2 1/2) bathrooms.

There is attached as Exhibit "B" to the Declaration of Condominium a complete Survey, including Site Plan, and graphic description of the Condominium, including the individual Condominium Units, Common Elements, Recreational Facilities, floor plans and parking plans.

- (c) The Declaration of Condominium respecting the Condominium submitted all of the land in the Condominium to the condominium form of ownership pursuant to a Declaration of Condominium, as amended, originally recorded in Official Records Book 8773, at Page 1036, of the Public Records of Dade County, Florida. The First Amendment to the Declaration of Condominium amended the percentage of common elements owned by each Unit. The Second Amendment changed the name of the Condominium and the Third Amendment corrected certain omissions to the original Declaration of Condominium. A copy of the Amendments to the Declaration of Condominium are attached as Schedules 2-4 to this Prospectus. For the purposes hereof, the Amendments to the Declaration of Condominium and the Declaration of Condominium are jointly referred to herein as the "Declaration of Condominium".
- (d) The Condominium is fully completed, finished and equipped.
- (e) None of the facilities included in the "Condominium Property" (as defined in the Declaration of Condominium) will be used in common with other condominiums or condominium unit owners other than this Condominium (maximum of 120 units). All of the unit owners shall have a social membership in the Kendale Lakes Golf and Country Club and as such are entitled to use the Clubhouse, swimming pool and other facilities. In addition, all unit owners will have the right provided they pay the required fees, to use the Kendale Lakes Golf Course and Tennis Facilities.

2. THIS CONDOMINIUM IS NOW BEING SOLD ON FEE SIMPLE INTERESTS.

3. The following is a description of the recreational and other commonly used facilities that will be used only by unit owners of this Condominium:

Recreation Building Data

There are certain Recreational Facilities located within the Common Elements of the Condominium Property which shall be used only by Taracomo Townhomes Unit Owners. All of said Facilities are located in the northwest portion of the Condominium, as more particularly set forth on the Site Plan and Survey attached to the Declaration.

The Recreation Area contains two (2) swimming pools. The deck area surrounding the adult pool (poured concrete) is approximately 5,500 square feet and has a capacity to serve approximately 75 persons at any one time.

The adult swimming pool located on the deck area is 30 feet by 70 feet overall (rectangular shape), ranges in depth from 3 feet to 6 feet and has a capacity to serve approximately 75 persons at any one time. The adult pool is not heated.

The toddler (wadding) pool (square) is 16 feet by 16 feet, is 1 foot deep, and has the capacity to serve approximately 15 persons at any one time. The toddler pool is not heated.

The following is a detailed description of certain additional facilities located within the Recreation Building:

<u>Type of Facility:</u>	<u>Approximate Area In Square Footage</u>	<u>Capacity*</u>
Lounge	342 Square Feet	25
Meeting and Card Room (Main Room)	756 Square Feet	100
Billiard Room	342 Square Feet	15
Men's Restroom, Sauna and Shower	96 Square Feet	12
Women's Restroom, Sauna and Shower	96 Square Feet	12

The Personal Property located upon the Common Elements (Recreational Facilities) as of date hereof are as follows:

#### Lounge

2 brown leather covered sofas.  
1 brown leather covered loveseat.  
3 brown leather covered arm chairs.  
(one which tilts back)  
1 - 18' x 17' carpet in yellow-gold color.  
2 pairs of draperies.

#### Card Room

4 card tables.  
10 leatherette chairs.  
1 Ping Pong Table (No paddles).  
1 carpet 13'8" x 10'.

#### Billiard

1 pool table, standard size (no balls or cues).  
4 folding straight back chairs.

#### Pool Deck Area

6 umbrellas  
6 tables  
24 chairs  
17 lounge chairs

The Recreation Building is centrally air-conditioned.

There is a refrigerated water cooler for drinking purposes located in the recreation building.

The Developer shall not provide any additional Personal Property to the Condominium.

As of the date hereof all of the Recreational Facilities and other Common Elements have been completed and are available for use by all of the Unit Owners. Further, the Condominium has been completed in all respects and the Developer does not contemplate adding any additional recreational facilities to the Project.

\* Approximate capacity to serve persons at any one time.

4. THERE IS A CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM.

MEMBERSHIP IN THE RECREATIONAL FACILITIES CLUB IS MANDATORY FOR UNIT OWNERS.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF DUES UNDER THE CLUB AGREEMENT. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

Every unit owner shall be a social member in the Kendale Lakes Golf and Country Club. Included in each unit owner's monthly maintenance payment is the sum of \$10.00 which represents the monthly membership fee to the Kendale Lakes Golf and Country Club. As a social member each unit owner shall have the right to use the facilities of the Country Club including the dining facilities and swimming pool. The use of the golf course and tennis courts will be subject to additional charges, green fees, etc., in accordance with the rules and regulations promulgated by the Country Club from time to time. There is attached hereto as Schedule "5" to this Prospectus a copy of Affidavit and covenant establishing the obligations of each unit owner to be a social member at the Club.

(1) The \$10.00 per month membership fee is subject to a cost of living increase with the first increase commencing, April 1979, in accordance with the covenant attached as Schedule "5" hereto.

5. This Developer does not plan to extend or add to the recreation facilities without the consent of the unit owners and the Condominium Association.
6. As of the date of this Prospectus, there is no present intent or program to lease units. This Developer reserves the right, however, under appropriate market conditions to initiate a lease or lease-option-to-purchase or early occupancy program or any combinations thereof for individual units, although this Developer has no present intent of initiating any of the foregoing programs. For the Developer's rights concerning the leasing of units, see Section 23.05 of Article XXIII of the Declaration of Condominium, Schedule "1" hereto. All of the units in this Condominium are subject to the foregoing plans and program. This Developer is unable to disclose the provisions or terms of any future leasing program, as this Developer has no present intent to place any such plan or program into effect. Based upon the foregoing, THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
7. The entity responsible for the administration and management of the Condominium and the maintenance and operation of the Condominium Property and other property that will serve the unit owners of this Condominium is the Condominium Association and its Board of Directors. As of the date of this Prospectus, the Board of Directors is controlled by the Developer. The Condominium Association has all of the powers granted to it pursuant to its By-Laws (Exhibit D to the Declaration of Condominium) and the Florida Condominium Act.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH YORK-HANNOVER MANAGEMENT COMPANY.

The members of the Condominium Association are the owners of units in this Condominium. The Management Agreement between the original Developer of the Condominium and the Condominium Association has been assigned to York-Hannover Management Company, an Illinois Corporation. A copy of the original Management Agreement is attached to the Declaration of Condominium as Exhibit "F" and the assignment to York-Hannover Management Company is attached hereto as Schedule "6".

The term of the Management Agreement is until such time the Developer has sold and conveyed all of the Condominium Units to individual purchasers, or until such time as the Association cancels the Management Agreement in accordance with Florida Statute §718.302.

The Manager shall be responsible to collect all maintenance payments from the Unit Owners and shall be responsible for the day to day operation and maintenance of the Condominium Property. The Manager's duties and responsibilities are more specifically set forth in Paragraph 5 of the Management Agreement.

The Manager's compensation for services rendered was initially in the sum of \$10.00 per month for each Condominium Unit (\$1,200.00 per month and \$14,400.00 annually.) The Manager's compensation is subject to a cost of living increase annually and is now at the rate of 1,266.00 per month and \$15,192.00 per annum.

8. There are several maintenance agreements that have been entered into by the Association in connection with the day to day operation which include exterminator service, lawn care and pool maintenance which are all of a nature that can be terminated by either party at any time.
9. In accordance with the By-Laws of the Condominium Association each year at the annual meeting the members shall elect the Board of Directors of the Association. The Developer shall have the right to cast one (1) vote for each unsold unit at said meeting. The Developer does not have the right to retain control of the association after a majority of the units have been sold.

Within sixty (60) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

10. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. See Article XXIII of the Declaration of Condominium (Schedule 1 to this Prospectus).
11. The Condominium is not part of a phase project.
12. The Condominium was not created by the conversion of existing improvements.
13. As of the date of this Prospectus, the restrictions respecting the use of the Condominium and the Condominium Property and the rules and regulations of the Condominium are set forth in Article XXIV of the Declaration of Condominium. A summary of the restrictions and rules and regulations is as follows:

EVERY UNIT OWNER SHALL:

Promptly pay the assessments levied by the Association.

Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

Not use or permit the use of his unit for any purpose other than a single family residence for himself and the members of his family and social guests, and maintain his unit in a clean and sanitary manner.

Keep pets, birds or other animals in his unit and the common elements only under regulations established by the Association. Small pets and small caged birds are permitted, but only in the individual units or when pets are leashed, but same shall not be permitted in the area of recreation facilities.

Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements,

or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building, without the written consent of the Board of Directors.

Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.

Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.

To allow children as provided in Exhibit "E" attached to the Declaration of Condominium.

Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit, whereas the Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "C" of this Condominium Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

Use no parking space except as specifically assigned to him, which parking space or spaces shall be considered limited common element.

Obtain the written consent of the Association prior to repainting the exterior portions of the unit, or any portion thereof, a color other than the last painted.

Exhibit "E" attached to Declaration provides that "children of all ages are allowed to reside in units in the Condominium.

14. The utilities for the Condominium Buildings will be furnished as follows:

Sewer and Water Service  
Waste Collection  
Storm Drainage

Electricity  
Telephone

General Waterworks  
Automated Waste Industries, Inc.  
Six (6) Foot Drainage Easement  
into Lake Laura  
Florida Power and Light Company  
Southern Bell Telephone Company

15. The percentage of ownership of Common Elements (attached to the Declaration of Condominium as Exhibit "C" thereto) was determined by dividing the square footage of each Condominium Unit by the total square footage of all of the Condominium Units located in the Condominium.

Every Unit Owner, regardless of the size of the unit, shall share equally in the payment of common expenses. See Article XIV of the Declaration of Condominium regarding the payment of common expenses.

16. An estimated operating budget for the Condominium and the Condominium Association for the fiscal year ending September 30, 1978 is attached to this prospectus as Schedule "7". The projected operating budget is an estimate and should not be construed as a guarantee. Items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners or which are not provided for nor contemplated by the condominium documents have been excluded. The budget shows the proposed monthly and annual expense of the Condominium Association and each Unit.
17. In addition to the purchase price due to the Developer in accordance with the terms and provisions of the Purchase Agreement, a purchaser shall also be responsible for and shall pay: (i) the cost of Florida documentary stamps on the deed, which is calculated on the basis of \$0.30 per \$100.00 or fraction thereof of the purchase price; (ii) the cost of Florida surtax on the deed, which is calculated on the basis of \$0.55 per \$500.00 or fraction thereof of the purchase price; (iii) the cost of recording the deed (approximately \$7.00); (iv) all mortgage closing costs (if applicable); (v) the cost of an owner's title insurance policy (if requested in accordance with Section 4.2 of the Purchase Agreement); (vi) the cost of an abstract for the Unit; (vii) the fees and expenses of any attorneys or counsel selected or retained by purchaser and (to the extent Section 3 of the Purchase Agreement shall be applicable) the fees and expenses of any attorneys or counsel selected or retained by the mortgage lender in connection with the mortgage loan; (viii) any escrow for taxes or other charges or prepayments required by any mortgage lender; (ix) one hundred (\$100.00) dollars for the purpose of a reserve account or "Contingency Reserve Fund" in accordance with the Declaration of Condominium; and (x) any other prorations or adjustments called for or required under the Purchase Agreement. Developer is not furnishing or otherwise obligated to furnish an abstract of title or owner's title insurance policy to any purchaser. In the event a purchaser desires an owner's title insurance policy, he must notify the Developer at or prior to closing, whereupon the Developer will undertake to arrange for the issuance to a purchaser of such a policy, at the expense of the purchaser, at a cost not to exceed what is commonly referred to in Dade County, Florida as the "card" or "retail" rate.

Please see the Purchase Agreement, a sample form of which is attached as Schedule "8" to this Prospectus, respecting further terms and provisions regarding the payment of closing expenses and for other matters relating to closing.

18. The Developer with respect to 80 units in the Condominium is York-Hannover Corp., a Florida corporation (referred to herein as the "Developer"). The 80 units in the Condominium being sold by this Developer are described in Schedule "9" to this Prospectus. The Developer's experience as of the date of this Prospectus in Florida is limited to the development of this Condominium. The officer of the Developer residing in Florida and directing the sale of the said 80 units in this Condominium is Gene Chamberlain. Mr. Chamberlain has been involved in the marketing and sales of Condominiums throughout the United States and has previously worked in the State of Florida.
19. The Developer recommends to any purchaser of a unit in the Condominium that he or she consult with their insurance agent in order to ascertain the advisability of obtaining a Condominium Homeowner's No. 6 Policy with "loss assessment coverage", due to the enactment

of Section 718.119 (2), as amended, of the Florida Condominium Act, which became effective on January 1, 1977 and provides as follows:

"The owner of a unit may be personally liable for the acts or omissions of the association in relation to the use of the common elements but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements, and then in no case shall that liability exceed the value of his unit.

20. Each condominium unit has been assigned a parking space or spaces pursuant to Article VIII of the Declaration of Condominium.
21. Copies of the following are attached as Schedules to this Prospectus:

- Schedule 1 Original Declaration of Condominium for Kendalwood Court Condominium which has attached the following exhibits:
- Exhibit "A" - Legal Description of Condominium Property.
  - Exhibit "B" - Plot Plan and Graphic Description.
  - Exhibit "C" - Original Projected Operating Budget (obsolete) and Identification of units listing percentage share of common elements.
  - Exhibit "D" - By-Laws of Kendalwood Court Condominium Association, an unincorporated association.
  - Exhibit "E" - Regulations Regarding Children.
  - Exhibit "F" - Management Agreement (which has been assigned to York-Hannover Management Company).
- Schedule 2 First Amendment to the Declaration of Condominium correcting percentage of common element ownership.
- Schedule 3 Second Amendment to Declaration of Condominium changing the name of the Condominium to Taracomo Townhomes, a condominium.
- Schedule 4 Third Amendment to Declaration of Condominium correcting certain inadvertent omissions to the original Declaration of Condominium.
- Schedule 5 Covenant Running With the Land regarding Kendale Lakes Golf and Country Club.
- Schedule 6 Assignment of Management Agreement.
- Schedule 7 Proposed Operating Budget for fiscal year beginning October 1, 1977 and ending September 30, 1978.
- Schedule 8 Form of Purchase Agreement.
- Schedule 9 List of 80 units being sold by this Developer.
- Schedule 10 Form of Special Warranty Deed.

Dated November 15, 1977

DECLARATION OF CONDOMINIUM

ESTABLISHING

KENDALWOOD COURT CONDOMINIUM

SUBMISSION STATEMENT

SELECT BUILDERS OF FLORIDA, INC., a Florida corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns, being the holder of title of record to the property described in Exhibit "A" attached hereto and made a part hereof, hereby states and declares that the land described is submitted to condominium ownership, pursuant to the requirements of Chapter 711 of the Statutes of the State of Florida, as amended, hereinafter termed the "Condominium Act", the provisions of which said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

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

I. Name

- 1.01 The name of the condominium is the Kendalwood Court Condominium.
- 1.02 The name of the unit owners' association is The Kendalwood Court Condominium Association, an unincorporated association. The resident agent designated to receive service of process upon the condominium is B. J. Layne whose residence address is 2001 N. E. 197th Terrace, Dade County, Florida.

II. Land

The land included in this Condominium is as described in Exhibit "A", attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with

SCHEDULE 1

the provisions of § 711.03 (Florida Statutes, as Amended) of the Condominium Act and as follows unless the context otherwise requires:

- 3.01 "Assessment" - means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.
- 3.02 "Association" - means the Condominium Association described on Page 1 and its successors, which is responsible for the operation of the condominium.
- 3.03 "By-Laws" - means the By-Laws for the government of the condominium as they exist from time to time.
- 3.04 "Common Elements" -
- (1) All of those items stated in the Condominium Act.
  - (2) Tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association.
  - (3) All condominium property not included in the town houses or specifically otherwise designated.
  - (4) Any interests, rights and liabilities created under restrictions and covenants running with the land.
  - (5) All utility services defined in 3.18 hereof which are located within the area described in 4.05 hereof which are required to furnish the subject utility services.
- 3.05 "Common Expenses" include:
- (1) Expenses of administration and management of the Association and of the condominium property.
  - (2) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the town house to be maintained by the Association.
  - (3) The cost of carrying out the powers and the duties of the Association.
  - (4) Expenses declared common expenses by the provisions of this Declaration or by the By-Laws of the Association.
  - (5) Any valid charge against the condominium property as a whole.

- 3.06 "Common Surplus" - means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- 3.07 "Condominium" - means shall of the condominium property as a whole when the context so permits, including the lands and all improvements thereon, and all easements and rights of way appurtenant thereto intended to fuse in connection with the condominium. A condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- 3.08 "Condominium Parcel" - means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- 3.09 "Declaration" or "Declaration of Condominium" or "Enabling Declaration" - means this instrument, or as it may from time to time be amended.
- 3.10 "Limited Common Elements" - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- 3.11 "Institutional Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company, or other like business entity authorized to do business in Florida, is also referred to as the institutional mortgagee.
- 3.12 "Operation" or "Operation of the Condominium" - means and includes the administration and management of the condominium property.
- 3.13 "Unit" - means a part of the condominium property which is to be subject to private ownership, as designated on the Exhibits attached and made a part of this Declaration. The word "Apartment" as used herein and in the condominium survey is synonymous with the word "Unit" as defined herein. "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel. The words "Apartment Owner" as used herein are synonymous with the words "Unit Owner" as defined herein, as well as town house owner defined below.
- 3.14 "Town House" - means unit as defined by the Condominium Act.
- 3.15 "Town House Building" - means any building separated from any other buildings containing one or more town house units.

- 3.16 "Town House Owner" or "Owners" - means the owner of a town house parcel, referring here to each of the 120 separate and numbered dwelling units designated in the survey, also sometimes referred to as town house in this Declaration.
- 3.17 "Town House Parcel" - means a town house and common element having the same numbers identified in the survey, plus an undivided interest in the common elements as prescribed for each town house on the Exhibits attached.
- 3.18 "Utility Services" - Shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, garbage and sewage disposal and air conditioning compressor and air handler with all attendant equipment.

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

IV. "The Condominium" is described as follows:

- 4.01 A survey of the land and a graphic description of the improvement or improvements in which units are located and the identification of each unit by letter, name or number, so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions, attached hereto as Exhibit "B".
- 4.02 Amendment of Plans: Developer reserves the right to change the interior design or arrangement of all units so long as developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purposes need be signed and acknowledged only by the developer and mortgagee, and need not be approved by the Association or town house owners or by condominium, whether or not elsewhere required for an amendment.
- 4.03 Easements expressly provided for and reserved in favor of the owners and occupants of the town house units, their guests and invitees, as follows:
- (1) Utilities: Blanket easements are reserved throughout the condominium property as may be required for the utility services in order to serve the condominium area adequately.
  - (2) Encroachments: In the event that any town house or the recreation area shall encroach upon any of the common elements or any other town house for any reason other than

the intentional act of the town house owner, or owner of the recreational area, or in the event that any common elements shall encroach upon any town house, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

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

Attached as Exhibit "B" is a Plot Use Plan reflecting the real property and improvement for the subject condominium and certain contiguous real property and contemplated condominium improvements to be constructed thereupon.

- 4.04 Number of Town Houses: Each town house shall be identified by a letter or number different from all other town houses.
- 4.05 Town House Dimensions: Each town house shall include that part of the building containing the town house that lies within the boundaries of the unit which boundaries are as follows:
- (1) Horizontal Dimension: Each town house shall consist of the area bounded by the unfinished interior surfaces of the perimeter walls of such town house, the rear perimeter wall being the rear block patio wall except, any perimeter wall protruding beyond interior of the front perimeter wall shall not be part of the town house per paragraph 8.01 (9) hereof. Any outside wall of a utility storage area shall be considered a perimeter wall.
  - (2) Vertical Dimension: Each town house shall consist of the space bounded at the lower side by the underside of the foundation closest to the ground level; and bounded at the upper side by the exposed (outside) area of the roof.
  - (3) Items 4.05 (1) and (2) above shall not include those items previously referred to in 3.04 (5) hereof.

V. Identification of Units, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

- 5.01 The improvements on the land described in Exhibit "A" and that certain number of units set forth in Exhibit "B", attached, together with common elements and limited common elements. In connection with Floor Plans and Plot Plan, the said plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and the said plans have been certified in the manner required by the Condominium Act and are attached hereto. Each unit owner and any officer, agent, employee or designee of the Association or the Board of Directors shall have access across the limited common elements for the purposes of ingress and egress.
- 5.02 The undivided interest owned by each unit owner in the common elements is set forth in Exhibit "C" attached. The percentage assigned each unit shall be the basis upon which assessments are made as provided for in Paragraph XXII infra.
- 5.03 Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium, based on carefully determined and established criteria, the unit owners of the respective units are each entitled to one vote for each unit.

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

VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

- 6.01 The condominium parcel is a separate parcel of real property, the ownership of which is in fee simple, or any other estate of real property recognized by law.
- 6.02 There shall pass with a unit as appurtenances thereto:
- (1) An undivided share in the common elements.
  - (2) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
  - (3) An undivided share in the common surplus.

- 6.03 The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are entitled, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

VII. Restraint upon Separation and Partition of Common Elements

- 7.01 The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.
- 7.02 A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
- 7.03 The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

VIII. Common Elements

- 8.01 Common elements include within its meaning the following items:
- (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
  - (2) All parts of the improvements which are not included within the units.
  - (3) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
  - (4) An easement of support in every portion of a unit which contributes to the support of a building.
  - (5) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
  - (6) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.
  - (7) Each unit owner of type A and B shall have two (2) parking spaces per unit; each unit owner of type C shall have one (1)

parking space per unit, numbers on it corresponding to his apartment number which shall be a limited common element; all other unassigned parking spaces are common elements.

(8) The recreational improvements.

(9) The area protruding beyond the interior of the front perimeter wall which shall encompass a frontal walkway and/or patio shall be considered a limited common element of each town house owner adjacent to said front walkway and/or patio.

(10) Lighting fixtures utilized to illuminate the common elements.

8.02 All of the residents of "Kendalwood Court Condominium" and their guests and business invitees, shall have an easement over all of the private roads, roadways, alleys or driveways constructed within Kendalwood Court Condominium.

#### IX. Deposits

All monies advanced or deposited on any contract for the purchase of a condominium unit prior to filing a Notice of Commencement for the condominium project pursuant to Part I of Chapter 711, Florida Statutes, shall be held in a special account by the seller or its duly authorized agent and shall not be commingled with the funds of the seller. If such monies shall remain in this special account for more than three (3) months, and if it shall earn interest, the interest so earned shall be added to the principal and paid or credited to the buyer or seller, as the case may be, who is entitled to receive the principal upon the closing or upon breach of the contract.

#### X. Amendment of Declaration

10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4ths) (75%) of the unit owners executing the modification instrument with the formalities of a deed and recording same in the Public Records of Dade County, Florida; provided, however, that:

- (1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment.
- (2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

- 10.02 Invalidation of any part of this Condominium Declaration or any provisions contained in the Plat of the condominium property, or in a conveyance of a unit in the condominium by judgment, court order or law shall in no way affect any of the other provisions which shall remain in full force and effect.
- 10.03 This Condominium Declaration shall be binding upon and inure to the benefit of unit owners and their grantees, heirs, personal representatives, successors, assigns and any and all parties claiming by, through or under any unit owner.
- 10.04 Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as afordescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Dade County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of the affected mortgagee. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

XI. By-Laws



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



owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

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- (5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, confort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

XIII. Maintenance, Limitation upon Improvement

- 13.01 The maintenance of the common elements shall be the responsibility of the Association.
- 13.02 There shall be no material alteration or substantial additions to the common elements or limited common elements, except in a manner provided herein.
- 13.03 No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

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MAINTAINED



XIV. Common Expenses and Common Surplus

- 14.01 Common expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration and the By-Laws.
- 14.02 Funds for the payment of common expenses shall be assessed against unit owners in the proportion of percentages of sharing common expenses provided in this Declaration which is on an equal basis.
- 14.03 The common surplus shall be owned by town house owners in the shares provided in this Declaration in the same amounts for the same owners of units as set forth as common elements..

XV. Assessments, Liability, Lien and Priority, Interest, Collections

- 15.01 The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary

to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the Association may contract. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. A town house owner regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

15.02 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.

15.03 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ten (10) per cent per annum.

15.04 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Dade County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association.

The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

15.05 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

15.06 Where the mortgage of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgagee of record accepts a deed

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to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, excluding the acquirer, his successors and assigns.

15.07 Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

15.08 The Association, acting through its Board of Directors shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the developer or to any unit owner or group of unit owners, or to any third party.

15.09 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

XVI. Termination of Condominium

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating condominium property, or "very substantial" damage occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property in common by each unit owner shall then become the percentage for the undivided interest previously owned by such owner in the common elements.

XVII. Equitable Relief

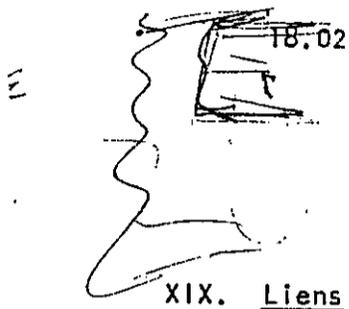
In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner or institutional mortgagee shall have the right to petition a court of equity having jurisdiction in and for

Dade County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

XVIII. Limitation of Liability

18.01 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

18.02



The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XIX. Liens

19.01 With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

19.02 Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against same. No Labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.



19.03 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

XX. Remedies for Violation.

Each unit owner shall be governed by and conform with this Declaration and the By- Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain

injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

XXI. Membership in Association

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

XXII. Assessments

- 22.01 The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses.
- 22.02 The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit "C". The annual assessment shall be broken into twelve (12) equal parts, payable in advance monthly, on the 15th day of each month. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.
- 22.03 The Developer shall be exempt from any late charges, fines, levies, maintenance assessments, or assessment for payment of the aforementioned for a period of thirty (30) days from the date when the aforementioned accrued for a period of one year from the date of recordation of the Declaration of Condominium so that it may be able to have sufficient time to examine its books to determine the extent of its liability.

XXIII. Sales, Rental, Lease or Transfer

- 23.01 Members of the Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association, in writing, of the name and address of the

person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any transfer in contravention of this Declaration shall be null and void and confer no title or interest to the intended purchaser, lessee or transferee. Within ten (10) days of receipt of said notice, and such supplemental information as it requires, the Board of Directors shall either approve or disapprove the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten days shall be tantamount to its consent.

23.02

In the event the Board of Directors disapproves of the proposed transaction, and if the unit owner still desires to consummate same, he shall, thirty (30) days before such proposed sale or transfer, give written notice to the secretary of the Association of his intention to sell or transfer on a certain date, and the bona fide purchase price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase on the terms and conditions contained in the notice provided that they so notify the secretary of the Association in writing at least twenty (20) days before the date of the intended sale, which information the Association shall promptly forward to the owner. Thereupon, the selling unit owner may either accept the offer or withdraw and/or reject the offer specified in the notice to the Board. Failure of any unit owners to accept the offer within said twenty (20) days, or to close the transaction within thirty (30) days shall be deemed consent to the transaction specified in the notice. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice.

In the event that the provisions of the foregoing sections shall be deemed invalid or illegal as a violation of the Rule against Perpetuities, then, in that event the terms and conditions of the aforementioned Sections 22.01 and 22.02 hereof shall expire twenty-one (21) years after date of the execution of this instrument.

23.03 Units shall not be leased without the prior written approval of the Board of Directors. The Board will have the right to require that a substantially uniform form of lease be used.

Notwithstanding the lease of his unit, the liability of the unit owner shall continue. Any sale or lease not authorized pursuant to the foregoing paragraphs shall be voidable unless subsequently approved by the Association. The Association is bound to deliver to any purchaser, lessee, mortgagee, title insurance company or attorney representing the foregoing, a statement in writing that the Association has ratified any sale or lease in the event the Association has ratified the sale or lease upon the request of the aforementioned either by expressed or tacit consent.

- 23.04 Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors, the provisions of the subparagraphs above to be inapplicable.
- 23.05 Notwithstanding any other provisions herein this Article shall not be applicable to SELECT BUILDERS OF FLORIDA, INC., a Florida corporation, the corporation submitting subject property to condominium ownership, which is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers. The said declarant shall have the right to transact any business necessary to consummate sales of said units, including but not limited to the right to maintain and show model town houses, have signs, employees in the offices and use the common elements. Sales office signs and all items pertaining to sales shall not be considered common elements and remain the property of the developer.
- 23.06 The initial estimated assessment chargeable to an apartment owner for common expenses shall be the amounts set forth in Exhibit "c" attached hereto. The developer shall be responsible for all assessments referred to herein for unsold units from the date of the first closing of a unit by a buyer.

The first Board of Directors of the condominium association will remain in office, and the developer will control the operation of the condominium property, until all apartment units in same have been sold and closed; two years from recordation of this Declaration; or until developer elects to turn over control to the condominium parcel owners, whichever shall first occur. Upon any of said events, a special meeting for the purpose of electing interim directors will be held upon due and proper notice being given to all members as per the By-Laws. Such interim directors will serve until the

first regular meeting of members as required under said By-Laws. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular annual meetings.

XXIV. Obligations to Members

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

- 24.01 Promptly pay the assessments levied by the Association.
- 24.02 Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- 24.03 Not use or permit the use of his unit for any purpose other than a single family residence for himself and the members of his family and social guests, and maintain his unit in a clean and sanitary manner.
- 24.04 Keep pets, birds or other animals in his unit and the common elements only under regulations established by the Association. Small pets and small caged birds are permitted, but only in the individual units or when pets are leashed, but same shall not be permitted in the area of recreation facilities.
- 24.05  Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- 24.06 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.
- 24.07  Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.

- 24.08 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.
- 24.09 Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.
- 24.10 To allow children as provided in Exhibit "E" attached.
- 24.11 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit, whereas the Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- 24.12 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "C" of this Condominium Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.
- 24.13 Use no parking space except as specifically assigned to him, which parking space or spaces shall be considered limited common element.
- 24.14 Obtain the written consent of the Association prior to repainting the exterior portions of the unit or any portion thereof a color other than the last painted.

XXV. Enforcement of Maintenance

In the event the owner of a unit fails to maintain it as required above, or otherwise violates the provisions hereof, the Association

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

XXVI. Limited Common Elements

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the Floor and Plot Plans, such as patios, balconies and parking spaces. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit as appurtenant thereto the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, except for the maintenance expense of all parking spaces which shall be considered common elements for the purpose of cost of repair and maintenance. Any expenses of maintenance, repair, or replacement relating to the exterior surfaces of such limited common elements, or involving structural maintenance, repair or replacement shall be treated as and paid for as a part of the common expenses of the Association.

XXVII. Insurance

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

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

## 27.02 Casualty Insurance:

- (1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The mortgagee, for so long as it owns and holds any mortgage encumbering a condominium unit in the condominium, shall have the right to approve the policies and company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights").

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

- 27.03 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to FIRST NATIONAL BANK OF MIAMI, Miami, Florida,

as Trustee, or to any other bank in Florida with trust powers, as may be approved by said mortgagees, if applicable, which Trustee is herein referred to as "the Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners, and their respective mortgagees (sometimes collectively referred to hereinafter as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

- (1) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
  - (2) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:
    - (a) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.
    - (b) Total Destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.
  - (3) Mortgagees. In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.
- 27.04 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

- (1) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to Paragraph 27.08 below), all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit for any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.
- (2) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated, or retained pursuant to Paragraph 27.08 below.
- (3) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.
- 27.05 Loss within a Single Unit: If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), remittances to unit owners and their

mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the Insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

- 27.06 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":
- (1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
  - (2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over the Association, and the Association shall promptly contract for the repair and restoration of the damage.
  - (3) Subject to the provisions of subparagraph (6) below, if the damage or loss involves individual units as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee

may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and Insurance Trustee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforescribed, shall have the right to require the Association to obtain a completion, performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which are acceptable to said mortgagee.

- (4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- (5) If the net proceeds of the insurance are sufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.
- (6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then

no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

- 27.07 "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in any building composing the condominium property is rendered untenable, or loss or damage whereby seventy-five (75%) per cent or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:
- (1) If such very substantial damage has occurred to only one building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Insurance Trustee solely for the benefit of unit owners (and their mortgagees) of the building sustaining such very substantial damage. Notwithstanding that the ownership of common elements in said building sustaining very substantial damage is partially vested in unit owners of other building(s), in the absence of a determination of abandoning the condominium, unit owners of other building(s) not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.
  - (2) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:
    - (a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance

proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

- (b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required as set forth above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.
- (c) Unless it is determined to abandon the condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided hereinabove. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.
- (3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners (but not upon institutional first mortgagees).

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

- 27.15 Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance.
- 27.16 Notwithstanding anything contained in this Article to the contrary, an institutional first mortgagee shall always be entitled to receive, in reduction of its mortgage debt that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) Its mortgage is not in good standing and is in default; or, (b) Either insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or, (c) It is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

XXVIII. Recreational Facilities

All unit owners of units in the Kendalwood Court Condominium Association as depicted in Exhibit "B" attached, shall have the non-exclusive use of the recreational facilities along with the mutual ingress and egress easements over the unimproved common elements of the condominium association in order that unit owners residing throughout will have ingress and egress to and from the aforescribed recreational facilities. The total number of condominium units throughout the Kendalwood Court Condominium Association set forth in Exhibit "B" attached is 120, and each unit owner shall be responsible for 1/120 of the monthly maintenance required for operating the recreational improvement. The recreational improvement shall be governed by the Board of Directors of the condominium association.

XXIX. Management Agreement

The Association has entered into a management agreement, a copy of which is attached hereto as Exhibit "F". Each unit owner, his heirs, successors and assigns shall be bound by the said management agreement to the same extent and effect as if he had executed said agreement for the purposes therein expressed, including but not limited to: adopting, ratifying and confirming the execution thereof by the Association; covenanting to perform each of the undertakings to be performed by owners as provided for thereunder; agreeing that the persons acting as directors and

officers of the Association entering into such management agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that the persons comprising the directors and officers of the Association initially are owners of all of the stock of the said management corporation and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate the management agreement in whole or in part.

XXX. Miscellaneous

- 30.01 If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, of the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- 30.02 Whenever notices are required to be sent hereunder, the same shall be sent to the town house owners by certified mail, at their place of residence in the condominium building, unless the town house owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- 30.03 The Remedy for Violation provided for by Chapter 711.23 of the Florida Statutes shall be in full force and effect. In addition thereto; should the Association find it necessary to bring court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the court that the violation complained of is willful and deliberate, the town house owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the court.
- 30.04 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. The provisions of this Declaration

shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

30.05 No unit shall be occupied by more than one family.

XXXI. COVENANT - KENDALE LAKES

31.01 From and after April 1, 1972 until the expiration of twenty (20) years from said date, each unit owner hereunder shall pay monthly dues to the Grantor, as hereinafter defined, or the Organization, as hereinafter defined, for each dwelling unit owned by such owner. Owners of individual units shall pay dues for one membership per month per unit. Dues for each dwelling unit shall commence with the first month following the issuance of a Certificate of Occupancy for such dwelling unit by the governmental unit having jurisdiction thereof, except that the payment of such dues may be postponed as hereinafter provided. The dues provided for herein shall be for social membership in the Organization which shall be privileged to use the: (i) the club house facilities constructed on the real property described as follows, hereinafter referred to as Parcel 1:

PARCEL 1

Being a portion of "WEST MIAMI MANOR FIRST SECTION" as recorded in Plat Book 23 at Page 35 of the Public Records of Dade County, Florida, and a portion of Section 27, Township 54 South, Range 39 East, Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of said "WEST MIAMI MANOR FIRST SECTION" also being the West 1/4 corner of said Section 27; thence run North 2 degrees 15 minutes 41 seconds West, along the West line of said "WEST MIAMI MANOR FIRST SECTION" and the West line of said Section 27, for 250.00 feet; thence run North 87 degrees 44 minutes 19 seconds East, at right angles to the last described course, for 603.16 feet to a point on the next described curve, a line to said point bears North 80 degrees, 54 minutes 06 seconds East from the radius point of said curve; said point also being the Point of Beginning; thence run Southerly along a circular curve to the right, having a radius of 2100.00 feet and a central angle of 13 degrees 40 minutes 23 seconds for an arc distance of 501.19 feet; thence run North 87 degrees 44 minutes 19 seconds East for 670.01 feet; thence run North 2 degrees 15 minutes 41 seconds West, at right angles to the last described course, for 500.00 feet; thence run South 87 degrees 44 minutes 19 seconds West, at right angles to the last described course for 670.00 feet to the Point of Beginning, lying and being in Dade County, Florida, and containing 7.58 acres more or less.

(ii) the recreational areas described as follows, hereinafter designated respectively as Parcels 2, 3, 4 and 5:

PARCEL 2

Being a portion of "WEST MIAMI MANOR FIRST SECTION" as recorded in Plat Book 23 at Page 35 of the Public Records of Dade County, Florida, and a portion of Section 27, Township 54 South, Range 39 East, Dade County, Florida, more particularly described as follows:

Begin at the Southwest corner of said "WEST MIAMI MANOR FIRST SECTION" also being the West 1/4 corner of said Section 27; thence run North 2 degrees 15 minutes 41 seconds West, along the West line of said "WEST MIAMI MANOR FIRST SECTION" and the West line of said Section 27, for 250.00 feet; thence run North 87 degrees 44 minutes 19 seconds East, at right angles to the last described course, for 605.16 feet to a point on the next described curve, a line to said point bears North 80 degrees 54 minutes 06 seconds East, from the radius point of said curve; thence run Southerly along a circular curve to the right, having a radius of 2100.00 feet and a central angle of 13 degrees 40 minutes 28 seconds for an arc distance of 501.19 feet; thence run South 87 degrees 44 minutes 19 seconds West for 605.15 feet to a point on the next described line; thence run North 2 degrees 15 minutes 41 seconds West, at right angles to the last described course, and along the aforementioned West line of said Section 27, for 250.00 feet to the Point of Beginning, lying and being in Dade County, Florida, and containing 7.1 Acres more or less.

PARCEL 3

Lot 1, Block 9, KENDALE LAKES, Section I, according to the plat thereof, recorded in Plat Book 87 at Page 55 of the Public Records of Dade County, Florida.

PARCEL 4

Lot 1, Block 1, KENDALE LAKES, Section I, according to the plat thereof, recorded in Plat Book 87 at Page 55 of the Public Records of Dade County, Florida.

PARCEL 5

Lot 38, Block 9, KENDALE LAKES, Section III, according to the plat thereof, recorded in Plat Book 89 at Page 27 of the Public Records of Dade County, Florida.

**RECORDERS NOTE:**  
The legibility of writing, typing or printing unsatisfactory in this document when received.

(iii) the golf course and recreational facilities constructed on the real property described as follows, hereinafter referred to as Parcel 6:

PARCEL 6

Being a portion of "WEST MIAMI MANOR FIRST SECTION" as recorded in Plat Book 23 at Page 35 of the Public Records of Dade County, Florida, and a portion of Section 27, Township 54 South, Range 39 East, Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 27, thence run South 2 degrees 19 minutes 10 seconds East, along the East line of said Section 27, for 945.28 to a point on the next described curve; a line to said point bears South 19 degrees 15 minutes 49 seconds East from the radius point of said curve; thence run Westerly along a circular curve to the right, having a radius 2800.00 feet and a central angle of 6 degrees 31 minutes 56 seconds for an arc distance of 319.22 feet to the Point of Beginning; thence run South 2 degrees 19 minutes 10 seconds East, along a line parallel with and 310.00 feet West of the East line of said Section 27, for 716.76 feet to a point on the next described curve, a line to said point bears North 6 degrees 32 minutes 52 seconds West from the radius point of said curve; thence run Southwesterly along a circular curve to the left, having a radius of 1491.91 and a central angle of 23 degrees 08 minutes 49 seconds for an arc distance of 602.72 feet to a Point of Reverse Curvature; thence run Westerly along a circular curve to the right, having a radius of 450.00 feet and a central angle of 52 degrees 36 minutes 24 seconds for an arc distance of 415.79 feet to a Point of Tangency; thence run North 66 degrees 45 minutes 17 seconds West for 386.43 feet to a Point of Curvature; thence run Westerly along a circular curve to the left, having a radius of 600.00 feet and a central angle of 51 degrees 45 minutes 45 seconds for an arc distance of 542.06 feet to a Point of Tangency; thence run South 61 degrees 28 minutes 58 seconds West for 160.00 feet; thence run North 46 degrees 01 minutes 31 seconds West for 335.04 feet; thence run South 87 degrees 42 minutes 49 seconds West for 1056.90 feet to a point on the next described curve, a line to said point bears North 49 degrees 26 minutes 34 seconds West from the radius point of said curve; thence run Southerly along a circular curve to the left having a radius of 500.00 feet and a central angle of 65 degrees 04 minutes 23 seconds for an arc distance of 567.87 feet to a Point of Tangency; thence run South 24 degrees 30 minutes 57 seconds East for 280.21 feet to a Point of Curvature; thence run Southerly along a circular curve to the right, having a radius of 560.00 feet and a central angle of 34 degrees 56 minutes 49 seconds for an arc distance of 341.56 feet; thence run South 79 degrees 34 minutes 08 seconds East, radial to the last described curve and radial to the next described curve, for 35.00 feet; thence run Southerly and Easterly along a circular curve to the left, having a radius of 700.00 feet and a central angle of 131 degrees 50 minutes 37 seconds for an arc distance of 1610.77 feet; thence run South 31 degrees 24 minutes 45 seconds East, radial to the last described curve, for 446.24 feet; thence run North 61 degrees 41 minutes 57 seconds East for 590.59 feet; thence run North 87 degrees 52 minutes 44 seconds East for 540.37 feet; thence run North 19 degrees 30 minutes 38 seconds East for 436.75 feet; thence run South 70 degrees 29 minutes 22 seconds East, at right angles to the last described course for 197.18 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the left having a radius of 1532.56 feet and a central angle of 14 degrees 06 minutes

07 seconds for an arc distance of 377.20 feet; thence run South 5 degrees 24 minutes 31 seconds West, radial to the last described curve, for 70.94 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the left, having a radius of 303.41 feet and a central angle of 47 degrees 40 minutes 35 seconds for an arc distance of 252.47 feet to a Point of Reverse Curvature; thence run Southeasterly along a circular curve to the right, having a radius of 562.89 feet and a central angle of 40 degrees 00 minutes 00 seconds for an arc distance of 392.97 feet to a Point of Tangency; thence run South 2 degrees 16 minutes 04 seconds East for 170.80 feet; thence run South 87 degrees 43 minutes 56 seconds West, at right angles to the last described course, for 509.03 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the left, having a radius of 3000.00 feet and a central angle of 21 degrees 01 minutes 30 seconds for an arc distance of 1100.87 feet to a Point of Tangency; thence run South 66 degrees 42 minutes 26 seconds West for 865.25 feet to a Point of Curvature; thence run Westerly along a circular curve to the right, having a radius of 1800.00 feet and a central angle of 45 degrees 17 minutes 19 seconds for an arc distance of 1422.78 feet to a Point of Tangency; thence run North 68 degrees 00 minutes 15 seconds West for 105.92 feet to a Point of Curvature; thence run Northwesterly and Northerly along a circular curve to the right, having a radius of 1050.00 feet and a central angle of 77 degrees 14 minutes 44 seconds for an arc distance of 1415.60 feet to a Point of Tangency; thence run North 9 degrees 14 minutes 29 seconds East for 410.03 feet to a Point of Curvature; thence run Northerly along a circular curve to the left, having a radius of 2100.00 feet and a central angle of 4 degrees 39 minutes 55 seconds for an arc distance of 170.99 feet; thence run North 87 degrees 44 minutes 19 seconds East for 670.01 feet; thence run North 2 degrees 15 minutes 41 seconds West, at right angles to the last described course, for 500.00 feet; thence run South 87 degrees 44 minutes 19 seconds West, at right angles to the last described course, for 670.00 feet to a point on the next described curve; thence run Northerly along a circular curve to the left, having a radius of 2100.00 feet and a central angle of 3 degrees 07 minutes 37 seconds for an arc distance of 114.61 feet to a Point of Tangency; thence run North 12 degrees 13 minutes 31 seconds West for 563.21 feet to a Point of Curvature; thence run Northerly, and Northeasterly along a circular curve to the right, having a radius of 1050.00 feet and a central angle of 82 degrees 05 minutes 56 seconds for an arc distance of 1504.54 feet to a Point of Compound Curvature; thence run Easterly along a circular curve to the right, having a radius of 1950.00 feet and a central angle of 17 degrees 50 minutes 24 seconds for an arc distance of 607.16 feet to a Point of Tangency; thence run North 87 degrees 42 minutes 49 seconds East for 150.00 feet to a Point of Curvature; thence run Easterly along a circular curve to the right, having a radius of 1700.00 feet and a central angle of 19 degrees 39 minutes 05 seconds for an arc distance of 583.07 feet to a Point of Tangency; thence run South 72 degrees 38 minutes 06 seconds East for 1055.35 feet to a Point of Curvature; thence run Easterly along a circular curve to the left, having a radius of 2800.00 feet and a central angle of 30 degrees 05 minutes 47 seconds for an arc distance of 1470.79 feet to the Point of Beginning, lying and being in Dade County, Florida and containing 237.15 Acres, more or less.

The maximum amount of dues per month per social membership during the first seven (7) years commencing on April 1, 1972 shall be Ten Dollars (\$10.00). The maximum amount per month per social membership may be increased at the expiration of seven (7) years and fourteen (14) years from April 1, 1972, and in no event shall the Grantor or the Organization ever be required to charge less than Ten Dollars (\$10.00) per month per social membership. The maximum amount the Grantor or the Organization shall be permitted to charge per month per social membership after the expiration of seven (7) years as set forth above shall be based upon the cost of living as reflected in the "Consumer's Price Index, United States Average - All Items and Food" published in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor (the Index) and shall be adjusted at the times provided for herein to reflect increases in the cost of living as set forth in the Index, or, if there be no such Index, then by the most nearly comparable successor Index. Increases in the maximum dues per month per social membership shall be computed during the month immediately preceding the month such increase shall become applicable based on the latest Index then published and the increase shall become effective on the first day of the ensuing month and shall remain effective until changed in accordance with the method set forth herein. The amount that the Dues may be increased at each computation period shall be arrived at by multiplication of Ten Dollars (\$10.00) by a fraction of which the numerator shall be the Index number which shall be the latest published one available during the month the computation provided for above is being made and the denominator shall be the index number for the month of March, 1974. If there be no index or comparable successor thereto the increase shall be established by arbitration under the rules of the American Arbitration Association. Every dwelling unit in Kendalwood Court Condominium shall be burdened with the payment of such dues, which shall be payable monthly in advance. This covenant requiring the payment of such monies shall run with the land and shall be binding upon all Owners who shall be Owners thereof during the period of time commencing March 15, 1972 and expiring twenty (20) years from said date. Every Owner, by acceptance of a deed from the Developer, shall automatically assume and agree to pay all dues which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the social membership in the Organization pertaining to the property belonging to the Owner while such Owner remains an Owner. Every Owner shall automatically become a social member of the Organization and shall continue to be such member until he ceases to be an Owner. Social membership shall permit such members and their immediate families and guests living in the Improved Real Property with them such rights and privileges as shall from time to time be granted by the Grantor or the Organization but these rights and privileges shall always include (i) the use of the tennis courts that may be located on any of the aforesaid Parcels 1 through 6, inclusive, without the payment of any additional charge therefor; (ii) the use of the swimming pool to be built on Parcel 1; (iii) the use of the facilities located in the club house building to be constructed on Parcel 1 upon the payment of the established fees and costs thereof; and (iv) the use of the recreational

facilities to be located on Parcels 3, 4 and 5; and (v) the use of the golf course located on Parcel 6 upon the payment of the established "greens" fees for social members of which fees shall be less than those "greens" fees customarily charged to persons using the golf course who are not social members of the Organization. Nothing contained herein shall prohibit the Grantor or the Organization from granting social membership to Owners of Improved Real Property located on real property not described herein provided that Covenants substantially similar to those contained herein are imposed thereon, and to permit members of the general public to use all of such facilities upon the payment of fees and costs established by the Grantor or the Organization. The Organization shall also provide pick-up service for tree and shrubbery cuttings of such vegetation from the land upon which Dwelling Units are located at times and at designated places which shall be set forth from time to time in rules and regulations promulgated by the Organization. The Owners, their grantees and assigns agree to include in any Deed a statement that such Deed is subject to the terms of this covenant.

- 31.02 Each Owner grants unto the Grantor or the Organization a lien upon the Improved Real Property owned by such Owner and the improvements thereon to secure the payment of the monthly dues due and payable from time to time on account of every parcel of Improved Real Property together with interest at the rate of Ten percent (10%) per annum, which interest shall commence to accrue when such dues remain unpaid for more than sixty (60) days. Such lien shall also secure reasonable costs of collecting such dues. Such lien shall be subordinate and inferior to the lien of any bona fide mortgage encumbering any Improved Real Property and the Grantor and the Organization hereby subordinate the lien created hereby to the lien of any bona fide mortgage hereinafter encumbering the Improved Real Property. Nothing herein contained shall prohibit the Grantor or the Organization from suing for damages to collect any unpaid dues and in the event an action for damages is brought, the Grantor or the Organization shall also be entitled to collect interest, costs of collecting such dues, including reasonable attorney's fees, as set forth hereinabove in this paragraph. The Grantor or the Organization shall have all of the remedies provided for herein and any others provided by law and such remedies shall be collective and the bringing of one action shall not constitute an election or exclude the bringing of any other action.
- 31.03 The Grantor covenants to construct, on or before December 31, 1972, a club house on Parcel 1, to construct a golf course on Parcel 6, to create recreational facilities on Parcels 2, 3, 4 and 5, and to maintain same for a twenty (20) year period commencing March 15, 1972, and the parties agree that on March 15, 1972, fee simple title to Parcels 1 through 6, inclusive, were held by common ownership and the covenants on the part of the Grantor set forth herein shall be a covenant running with Parcels 1 through 6, inclusive. Such club house, golf course and recreational areas shall be available for use by Owners or persons legally entitled to possession, in conjunction with other members of the Organization or such other persons as the

Grantor or the Organization shall grant membership to, or member of the general public whom the Grantor or the Organization shall permit to use the facilities located on Parcels 1 through 6, inclusive, and shall be used only in accordance with and subject to the terms and conditions of the rules and regulations promulgated from time to time by the Grantor or the Organization. The Grantor reserves the right but not the obligation, to impose similar covenants on all other property which it presently owns in Sections 26 and 27, Township 54 South, Range 39 East, and reserves the right to grant social membership to any person, firm or corporation regardless of ownership of real property in said Sections 26 and 27, and particularly to Owners of Improved Real Property in Section 34, Township 54 South, Range 39 East, provided similar covenants are imposed thereon as provided herein and to permit members of the general public to use all of such facilities upon the payment of fees and costs established by the Grantor or the Organization. All privileges or obligations of the Grantor set forth herein are intended to and shall be binding upon or be for the benefit of the Grantor, its assigns, nominees and all successors in title, to the real property described as Parcels 1 through 6, inclusive.

31.04 The following definitions shall apply:

A. "Owner" shall mean:

1. The fee simple title holder of any single family residence.
2. The title holder of any condominium parcel or the owner and holder of a proprietary right to occupy a unit in a cooperative dwelling.
3. The fee simple title holder of any Improved Real Property improved with a multiple family dwelling which is rented or leased to the occupants thereof.
4. Any other person, firm or corporation which shall acquire or own any Improved Real Property in such form as may now exist or may be created from time to time.

B. "Grantor" shall mean: Sunset Lakes of Miami, Inc. and/or, Janis - Fairway Development Corp., their assigns, nominees, and all successors in title to the real property described as Parcels 1 through 6, inclusive.

C. "Dwelling Unit" shall mean a single family residence or that portion of a multiple family structure designated as an apartment or townhouse or intended to be used as a residence for a person or single family.

D. "Deed" shall mean any deed conveying real property or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including but not limited to, a deed to a condominium parcel, a proprietary lease to a dwelling unit in a cooperative, the stock certificate of a cooperative housing association; but not including a mortgage.

- E. "Organization" means the fee simple title holder of that portion of the real property described as Parcel 1 upon which the club house is constructed or such entity that such fee simple title holder shall designate for the purpose of issuing social memberships in such club house and receiving the payment of dues therefor.
- F. "Improved Real Property" means any parcel of land upon which a Dwelling Unit has been constructed.
- 31.05 Every condominium association or cooperative housing association to which an Owner shall belong shall impose, as part of its regular maintenance or other means of contribution, against each Dwelling Unit contained on every Improved Real Property, the amount of the dues due and payable as provided for herein and shall collect same and forthwith remit the amount collected to the Grantor or the Organization; but nothing herein contained shall prohibit the Grantor or the Organization from enforcing the lien or bringing an action to collect the dues to which it is entitled herein as hereinbefore provided.
- 31.06 The developer of Improved Real Property may be excused by Grantor or the Organization from the payment of dues until such time as the Dwelling Unit built by him for resale or rental shall first be sold or rented. Thereafter, the Grantor or the Organization may excuse an Owner, of rental property from the payment of dues if a rental unit is unoccupied for a full month and the Owner files a statement with the Grantor or the Organization that the unit has been so vacant and if so excused a credit for the next ensuing monthly payment of dues may be made. The Grantor or the Organization shall excuse any parcel of Improved Real Property from the payment of dues for social membership provided for herein if the imposition of such dues conflicts with the rules or regulations of the Federal Housing Administration or the Veterans Administration or prohibits the issuance of an FHA mortgage insurance policy or a VA mortgage guarantee. Any institutional lender becoming an Owner by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof shall be excused from the payment of dues while it is such Owner and has not placed any other person in possession of such Dwelling Unit.
- 31.07 In the event that any portion hereof shall be deemed invalid or unenforceable, it shall not in any way effect the remainder or any portion hereof except that if it shall be determined that the dues provided for herein need not be paid, then the right of Owners to use the Parcels 1 through 6, inclusive, shall cease at the option of the Grantor or the Organization.

OFF REC 8773 PG 1074

IN WITNESS WHEREOF, SELECT BUILDERS OF FLORIDA, INC., has hereunto set its corporate hand and seal, this 4<sup>th</sup> day of September, 1974.

Signed, Sealed & Delivered  
In the presence of:

Mark Vitale (S)

John A. Layne

SELECT BUILDERS OF FLORIDA, INC.  
a Florida Corporation

By [Signature]  
Vice President

Attest [Signature]  
Secretary

STATE OF FLORIDA )

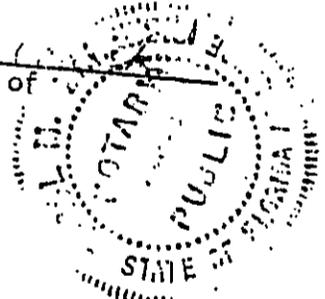
: SS.

COUNTY OF DADE )

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgments MARK VITALE AND B.J. LAYNE, As Executive Vice President and Secretary, respectively, of SELECT BUILDERS OF FLORIDA, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration of Condominium as such officers, and as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 4<sup>th</sup> day of September, 1974.

[Signature]  
Notary Public, State of  
Florida at Large



My commission expires: 8/2/76

FILE  
REC 8773 PG1075

INDEX TO EXHIBIT "B"

SHEET NUMBER

1	Plot plan, parking plan and use plan.
2 - 7	Model Floor Plans.
8	Recreation area plan.
9	Elevation plan.

A F F I D A V I T

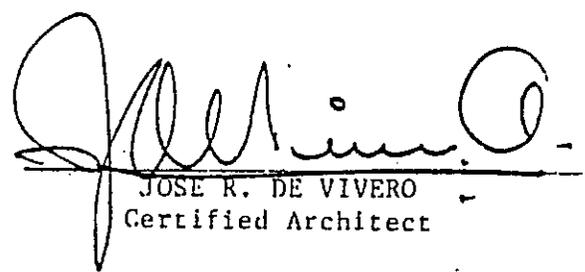
STATE OF FLORIDA )  
                          ) SS:  
(COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally appeared this day,  
JOSE R. DE VIVERO who, being by me first duly sworn, deposes and says:

- 1. That I, JOSE R. DE VIVERO, am a certified architect authorized to prepare architectural drawings by the State of Florida.
- 2. That I personally prepared Exhibit B consisting of Pages 1 through 9, inclusive.
- 3. That Exhibit B consisting of Pages 1 through 9, inclusive, together with the wording of the Declaration of Condominium to which this is attached is a true and correct representation of the improvements described and there can be determined therefrom the identify, location, approximate dimensions and size of the common elements, limited common elements and each unit.

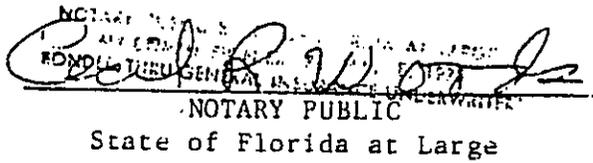
Certified to KENDALWOOD COURT CONDOMINIUM

Further affiant saith not.



JOSE R. DE VIVERO  
Certified Architect

SWORN TO and SUBSCRIBED BEFORE  
me this            day of August, 1974.



NOTARY PUBLIC  
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 8, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

THE KENDALWOOD COURT  
CONDOMINIUM ASSOCIATION

<u>Identification of Each Unit</u>			<u>Undivided share stated in the common elements which are appurtenant to each of the units</u>	<u>Estimated Monthly assessment in dollars for sharing of common expenses</u>
<u>Building*</u>	<u>Unit</u>	<u>Type</u>		
13771 (1)	A	A	.9095	\$55.00
13771	B	C	.7618	55.00
13771	C	C	.7618	55.00
13771	D	B	.8948	55.00
13771	E	B	.8948	55.00
13771	F	C	.7618	55.00
13771	G	C	.7618	55.00
13771	H	A	.9095	55.00
13775 (2)	A	A	.9095	55.00
13775	B	C	.7618	55.00
13775	C	C	.7618	55.00
13775	D	A	.9095	55.00
13781 (3)	A	A	.9095	55.00
13781	B	C	.7618	55.00
13781	C	C	.7618	55.00
13781	D	B	.8948	55.00
13781	E	B	.8948	55.00
13781	F	B	.8948	55.00
13781	G	B	.8948	55.00
13781	H	A	.9095	55.00
13765 (4)	A	A	.9095	55.00
13765	B	B	.8948	55.00
13765	C	B	.8948	55.00
13765	D	C	.7618	55.00
13765	E	C	.7618	55.00
13765	F	A	.9095	55.00
13761 (5)	A	A	.9095	55.00
13761	B	C	.7618	55.00
13761	C	C	.7618	55.00
13761	D	B	.8948	55.00
13761	E	B	.8948	55.00
13761	F	B	.8948	55.00
13761	G	C	.7618	55.00
13761	H	C	.7618	55.00
13761	I	A	.9095	55.00

<u>Identification of Each Unit</u>			<u>Undivided share stated in the common elements which are appurtenant to each of the units</u>	<u>Estimated Monthly assessment in dollars for sharing of common expenses</u>	
<u>Building#</u>	<u>Unit</u>	<u>Type</u>			
13735	(6)	A	A	.9095	
13735		B	C	.7618	\$55.00
13735		C	C	.7618	55.00
13735		D	B	.8948	55.00
13735		E	C	.7618	55.00
13735		F	C	.7618	55.00
13735		G	A	.9095	55.00
13741	(7)	A	A	.9095	
13741		B	C	.7618	55.00
13741		C	B	.8948	55.00
13741		D	B	.8948	55.00
13741		E	C	.7618	55.00
13741		F	C	.7618	55.00
13741		G	C	.7618	55.00
13741		H	C	.7618	55.00
13741		I	A	.9095	55.00
.....		..			55.00
13715	(8)	A	A	.9095	55.00
13715		B	B	.8948	55.00
13715		C	B	.8948	55.00
13715		D	C	.7618	55.00
13715		E	C	.7618	55.00
13715		F	B	.8948	55.00
13715		G	B	.8948	55.00
13715		H	A	.9095	55.00
13701	(9)	A	A	.9095	55.00
13701		B	C	.7618	55.00
13701		C	C	.7618	55.00
13701		D	C	.7618	55.00
13701		E	C	.7618	55.00
13701		F	C	.7618	55.00
13701		G	C	.7618	55.00
13701		H	A	.9095	55.00
13711	(10)	A	A	.9095	55.00
13711		B	C	.7618	55.00
13711		C	B	.8948	55.00
13711		D	B	.8948	55.00
13711		E	C	.7618	55.00
13711		F	C	.7618	55.00
13711		G	A	.7618	55.00
13731	(11)	A	A	.9095	55.00
13731		B	C	.7618	55.00
13731		C	C	.7618	55.00
13731		D	B	.8948	55.00
13731		E	C	.7618	55.00
13731		F	C	.7618	55.00
13731		G	A	.9095	55.00

<u>Identification of Each Unit</u>			<u>Undivided share stated in the common elements which are appurtenant to each of the units</u>	<u>Estimated Monthly assessment in dollars for sharing of common expenses</u>
<u>Building*</u>	<u>Unit</u>	<u>Type</u>		
13751 (12)	A	A	.9095	55.00
13751	B	C	.7618	55.00
13751	C	C	.7618	55.00
13751	D	B	.8948	55.00
13751	E	C	.7618	55.00
13751	F	C	.7618	55.00
13751	G	A	.9095	55.00
13745 (13)	A	A	.9095	55.00
13745	B	C	.7618	55.00
13745	C	C	.7618	55.00
13745	D	B	.8948	55.00
13745	E	C	.7618	55.00
13745	F	C	.7618	55.00
13745	G	A	.9095	55.00
13721 (14)	A	A	.9095	55.00
13721	B	C	.7618	55.00
13721	C	C	.7618	55.00
13721	D	C	.7618	55.00
13721	E	B	.8948	55.00
13721	F	B	.8948	55.00
13721	G	A	.9095	55.00
13705 (15)	A	A	.9095	55.00
13705	B	C	.7618	55.00
13705	C	C	.7618	55.00
13705	D	C	.7618	55.00
13705	E	C	.7618	55.00
13705	F	C	.7618	55.00
13705	G	C	.7618	55.00
13705	H	A	.9095	55.00
13725 (16)	A	A	.9095	55.00
13725	B	C	.7618	55.00
13725	C	C	.7618	55.00
13725	D	B	.8948	55.00
13725	E	B	.8948	55.00
13725	F	B	.8948	55.00
13725	G	B	.8948	55.00
13725	H	C	.7618	55.00
13725	I	C	.7618	55.00
13725	J	A	.9095	55.00