

PREPARED BY and upon
Recordation Return to:

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DUVAL COURT PROFESSIONAL CENTRE – PHASE I, A CONDOMINIUM

DECLARATION OF CONDOMINIUM

ARTICLE 1

SUBMISSION, NAME & THE LAND

THIS DECLARATION OF CONDOMINIUM made this 10th day of November 2005, by TRIPLE HSD, LLC, a Florida limited liability company (the “Developer”), authorized to conduct business in the State of Florida for itself, its successors, grantees and assigns.

TRIPLE HSD, LLC, makes the following declarations:

1.1 Submission: TRIPLE HSD, LLC, hereby submits to the condominium form of ownership pursuant to the Florida Condominium Act (as hereinafter defined) fee simple title to those certain lands and all improvements located on such lands belonging to the Developer, owned in fee simple by Developer, described in this declaration.

1.2 Name: The name of this Condominium is DUVAL COURT PROFESSIONAL CENTRE – PHASE I, a condominium (the “condominium”).

1.3 The Land: The land owned by TRIPLE HSD, LLC, which, by this Declaration, is submitted to condominium ownership, is located in Broward County, Florida, and is more particularly described in Exhibit “A” attached hereto and made a part of this Declaration, having a street address of 665 SE 10th Street, Deerfield Beach, FL (the “Land”).

ARTICLE II

DEFINITIONS

When used in this Declaration of Condominium an Exhibits hereto, the following terms (unless the context clearly requires otherwise) shall have the following meanings, and the meanings contained in the Act. The use of the plural shall include the singular and the singular shall include the plural.

2.1 "Articles" means the Articles of Incorporation of DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., (the "Association") and any filed Amendment thereto. The Articles are attached hereto as Exhibit "B" and made a part hereof.

2.2 "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against a Unit Owner, as reflected in the budget adopted by the Board of Directors of the Association for each year.

2.3 "Assessment Share" is the portion of an Annual Assessment and any Special Assessment, as applicable, allocated to each Unit. The Assessment Share is set forth on Exhibit "C" hereto.

2.4 "Association or Condominium Association" means DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, the entity responsible for the operation of the Condominium.

2.5 "Board of Directors" or "Board" means the Board of Directors of the Association responsible for the administration of the Association.

2.6 "Building Units" or "Units" mean the portion of the Condominium Property which is subject to exclusive ownership.

2.7 "By-Laws" means the By-Laws of the Condominium Association, a copy of which is attached as Exhibit "D" to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

2.8 "Common Elements" mean and include:

2.8.1 The portions of the Condominium property which are not included within the Units and are not designated as Limited Common Elements;

2.8.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility and other services to the Units and the Common Elements;

2.8.3 An easement of support in every portion of the Condominium Property which contributes to the support of the Unit;

2.8.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

2.8.5 All of the Limited Common Elements, unless the context otherwise specifically requires;

2.8.6 Any other parts of the Condominium Property designated as Common Elements in this Declaration or in any amendments or

exhibits annexed hereto; and

2.8.7 All other easements benefiting the Association, including any easements granted to the Association, any predecessor in title thereto, for ingress and egress to the Property, if any.

2.9 "Common Expenses" mean all expenses of administration, maintenance, operations, repair and replacement of the Condominium Property, including but not limited to, any reserve for maintenance and repairs, reinstatement, rebuilding and replacement of the Common Elements; all charges for taxes on or relating to the Common Elements; the cost of insurance of or on the Common Elements (including fire and other casualty and liability insurance required by this Declaration); and the cost of landscaping, janitorial and similar services for the Common Elements. Common Expenses shall also include all expenses for the upkeep, maintenance, repair, replacement, management and operation of the parking lot, including, but not limited to, paving, repaving, lighting, painting and repainting of the painted parking line, reflectors, directional markers, insurance, and all other costs relating to the parking lot, including real estate taxes attributable to the parking lot. Common Expenses shall also include all other expenses declared by the Association of this Declaration to be Common Expenses and any other valid expenses or debts of the Condominium as a whole, or the Association, which are assessed against Unit Owners.

2.10 "Common Surplus" means the excess of all receipts of the Condominium Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses, including reasonable reserves.

2.11 Condominium Act or Act means and refers to the Condominium Act of the State of Florida (Chapter 718, Florida Statutes); this reference to the Act shall not cause or require the application of any portion of said Act hereinafter enacted, hereafter effective, or not now applicable for constitutional reasons, to this Condominium or these Condominium Documents.

2.12 "Condominium Documents" means this Declaration of Condominium and the Exhibits hereto, as the same may be amended from time to time.

2.13 "Condominium Parcel," or "Parcel," means a Building Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.14 "Condominium Property" means the Land and personal property that are subjected to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for the use in connection with the Condominium.

2.15 "Condominium Unit" or "Unit" means a part of the Condominium Property which is subject to private and exclusive ownership and includes the Building Units. Such Units and their boundaries are delineated herein in Exhibit "E" attached hereto.

2.16 "County" means the County of Broward, located in the State of Florida.

2.17 "Declaration of Condominium" means this instrument and the Exhibits hereto as they may be amended from time to time.'

2.18 "Developer" means Triple HSD, LLC, a Florida limited liability company, and its successors and assigns, the entity which has created and offers these condominium parcels for sale or lease in the ordinary course of business. The term, "Developer," does not include an owner or lessee or a Unit Owner who has acquired a unit for their own occupation. In the event that (a) a Construction or Land Acquisition Lender, its successors or assigns, acquires title to the Condominium Property or any portion thereof by foreclosure (including sale under the terms of any deed of trust or by deed in lieu of foreclosure or by any other method); or (b) at a foreclosure sale a third acquires title to the Condominium Property, or any portion thereof, the proceeds of which are applied to satisfy the indebtedness of the Developer to a Construction or Land Acquisition Lender, then the Construction or Land Acquisition Lender or such purchaser shall have all of the rights, privileges, powers and benefits of the Developer under this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

2.19 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building Units.

2.20 "Institutional First Mortgagee" means a state, federal or national bank, savings and loan association, insurance company, or union pension fund authorized to lend in the state of Florida, an agency of the United States government, a mortgage investment trust, a real estate investment trust, or a lender generally recognized in the community as an institutional type lender having a first mortgage lien on a Unit, and specifically including any and all investing or lending institutions, persons or entities which have loaned money to the Developer to acquire, or construct improvements upon, any portion of the Condominium. The mortgage may be placed through a mortgage or title company.

2.21 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of certain Building Units, to the exclusion of all other Building Units.

2.22 "Occupant" means the person or persons, corporations, partnerships, or other legal entity, other than the Unit Owner, in possession of a Unit pursuant to this Declaration.

2.23 "Parking Lot" means the paved portion of the Condominium Property on which the parking spaces as delineated by painted parking lines, are located and which is reserved for parking of "Permitted Vehicles."

2.24 "Percentage Interest" appurtenant to a Building Unit means the undivided interest in the Common Elements and Common Surplus appurtenant to each Building Unit, as set forth in Exhibit "C" for the Units.

2.25 "Perimeter Wall" means the exterior wall of the building Unit.

2.26 "Permitted Vehicles" The Board of Directors may, from time to time, promulgate such reasonable regulations as to the type and size of vehicle(s) which may be permitted upon the Condominium Property.

2.27 "Phase I" means the existing building located on the property that is being converted to contain five (5) Condominium Units.

2.28 "Phase II" means the six (6) new buildings being constructed on the property each containing a minimum of one (1) and a maximum of two (2) Condominium Units.

2.29 "Primary Institutional First Mortgage" means the Institutional First Mortgage which owns, at any time, mortgages encumbering Units in the Condominium securing a greater aggregate indebtedness than is owed to any other mortgagee of record.

2.30 "Special Assessment" means a Building Unit's individual share of any assessment made by the Board in addition to the Annual Assessment.

2.31 "Survey Exhibits" means the legal description of the Land, the Surveyor's Certificate and the survey of the Land and graphic description of the improvements in which Units are located and plot plan thereof which are attached as Exhibit "E" to this Declaration of Condominium and incorporated herein by reference.

2.32 "Turnover Date", which is the date upon which the Developer transfers control of the Condominium Association to the Unit Owners.

2.33 "Unit Owner" or "Owner of Unit" means the record owner(s) of a Building Unit.

2.34 "Utility Services" shall include, but not be limited to, electric power, domestic water, heating, air conditioning, trash removal, sewerage, fire sprinkler, security systems, and other required services imposed by governmental authorities.

Unless the context or this Declaration otherwise require, all the terms in this Declaration shall be assumed to have the meanings attributed to said terms by Chapter 718, Florida Statutes.

ARTICLE III

IDENTIFICATION OF UNITS

3.1 General Description of Units: Phase I of the Condominium Property consists essentially of all Building Units, Common Elements and Improvements located on the Land described in Exhibit "A" attached hereto, which consists of the Parking Lot and one (1) two (2) story building; initially, the building contains five (5) separate Condominium Units. Phase II will consist of an additional six (6) one (1) story building; initially the buildings will contain a maximum of two (2) Condominium Units. The buildings located on the Land are delineated on the Survey Exhibits collectively identified as Exhibit "E"

attached hereto. No Unit bears, or will bear, the same identifying number as does any other Unit. The aforesaid identifying number as to the Unit is also the identifying number as to the Condominium Unit. The said Exhibit "E" also contains a Survey of the Land, a graphic description of the improvements in which the Units are located, and a plot plan and, together with this Declaration, they are in sufficient detail so that there can be determined from the identification, location, dimensions and size of the Common Elements and of each Unit, as evidenced by the Certificate of Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

3.2 Boundaries: Each Unit is located and bounded as shown on the Survey Exhibits as they may be amended from time to time as aforesaid. The boundaries are also referred to herein from time to time as the "Title Lines." The intent of the Survey Exhibits is to delineate the following planes:

- 3.2.1 The exterior surface of all exterior concrete structural walls of the building which constitute exterior Perimeter Walls of the Building Units, doors and window glass and their sills, frames and casings;
- 3.2.2 The Unit side face of the undecorated finished interiors of the masonry structural walls (including window walls) of the Building which constitute the interior Perimeter Walls of the Unit;
- 3.2.3 The Unit side face of the concrete slab constituting the floor of each Building Unit;
- 3.2.4 The Unit side face of the interior roof structure of each Building Unit.

3.3 Phased Development: This Condominium is being developed in phases as outlined in F.S. 718.403. Phase I of the Condominium Property consists essentially of all Building Units, Common Elements and Improvements located on the Land described in Exhibit "A" attached hereto, which consists of the Parking Lot and one (1) two (2) story building; initially, the building contains five (5) separate Condominium Units. Phase II will consist of an additional six (6) one (1) story building; initially the buildings will contain a maximum of two (2) Condominium Units. The new buildings in Phase II that will be located on the Land are delineated on the Survey Exhibits collectively identified as Exhibit "E" attached hereto. The resulting ownership percentages of the Condominium Units after the completion of Phase II of the Condominium are set forth in Exhibit "C" attached hereto.

3.4 Conversion: Phase I of the Condominium Property consists of an existing office building that is being converted in to a Condominium as provided for in F.S. 718. The Conversion Report stating the condition of the existing building as required in F.S. 718.616 is set forth in Exhibit "G" attached hereto. The Pest Inspection Report as required in F.S. 718.616 (2)(c) is set forth in Exhibit "H" attached hereto.

ARTICLE IV

COMMON ELEMENTS/LIMITED COMMON ELEMENTS

4.1 Common Elements shall mean and comprise all of the real property, personal property, improvements and facilities of the Condominium which are not included within the Units, including, but not limited to, the following:

4.1.1 The Land, and other amenities, together with landscaping and walkways located thereon.

4.1.2 All installations designed and intended for common use.

4.1.3 All utilities not located within the Unit, including, but not limited to, water lines, sewer lines, electrical lines and telephone lines.

4.1.4 All easements for and conduits, pipes, plumbing, wiring and other facilities for the furnishing of utility service, including, as may be applicable, cable television to Units and Common Elements which run through a Unit and easements of support in every portion of a Unit which contribute to the support of the improvements.

4.1.5 Parking Lot.

4.2 Limited Common Elements. Each Unit shall have, as Limited Common Elements thereto any utility lines, pipes, flues, cables and chases supplying or connecting any Building Unit with any Utility Services serving less than all the Building Units shall be deemed a Limited Common Element appurtenant to the Building Unit(s) served, from the point of entry into the Unit to the point of connection to a common line, pipe, flue, cable or chase.

4.3 Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and Limited Common Elements, and the undivided interest, stated as percentages or fractions of such ownership in the said Common Elements, is set forth in Exhibit "C" annexed hereto. Where applicable, references herein to ownership of Common Elements shall likewise refer to ownership of Limited Common Elements.

4.4 The fee title to each Condominium Unit shall include both the Condominium Unit and the undivided interest in the Common Elements and Limited Common Elements appurtenant to such Unit as aforesaid, said undivided interest in the Common Elements and Limited Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements and/or Limited Common Elements appurtenant to such Unit shall be null and void.

ARTICLE V

EASEMENTS

5.1 The Units, Common Elements, and Limited Common Elements shall be and hereby are made subject to an easement for such utility services as are desirable or necessary to adequately serve the Condominium Property, including the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property; provided that such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by Developer after this Declaration of Condominium is recorded, without the consent of the Unit Owner.

5.2 Each Unit shall have an easement for structural support over the portion of the Common Elements and Limited Common Elements supporting such Unit, and each portion of the Common Elements and Limited Common Elements shall have an easement for support over all Units and all portions of the Common Elements and Limited Common Elements supporting such portion of the Common Elements and Limited Common Elements.

5.3 Each Unit shall be and hereby is made subject to an easement in favor of the Condominium Association for entrance to the Unit to maintain (to the extent required by this Declaration), repair or replace the Common Elements and Limited Common Elements and any portion of a Unit to be maintained by the Association pursuant to this Declaration.

5.4 All of the Condominium Property shall be and hereby is made subject to easements for encroachments which now or may hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist. In the event the Condominium Property is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as described, shall be permitted and there shall be a valid easement for said encroachments.

5.5 Utilities and Other Services: Easements under, over and through the Condominium Property, as may be required for utility services and other electrical or mechanical systems common to the Condominium Property. Every portion of a Unit having conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to Units and the Common Elements shall be burdened with an Easement for the furnishing, maintenance and repair of said facilities for the benefit of all other Units and the Common Elements. A Unit Owner shall do nothing within or outside the Owner's Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utility Services or other services or facilities or the use of these Easements. The Board of Directors or its designee may inspect, maintain, repair or replace the pipes, lines, ducts, vents, cables, conduits and other Utility Services and facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and remove any Improvements interfering with or impairing such facilities or Easements. Such rights of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the

Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice. Each Unit Owner must provide access to the Unit so as to enable the Association, other Unit Owner's, and their agents, employees and independent contractors to accomplish the items set forth above.

5.6 The Association shall have the right and easement to install and maintain upon, through and under the Common Elements and Limited Common Elements such electric, water, sewer, telephone, radio, cable television, security system, drainage and utility lines, mains, cables and facilities as the Association shall deem necessary or desirable to be used in connection with the Condominium Property and any property other than the Condominium Property, provided only that maintenance of such lines, mains, cables and facilities does not materially and permanently interfere with the uses for which the Common Elements or Limited Common Elements or any portion thereof is intended.

5.7 Ingress and Egress: A non-exclusive easement shall exist for: (i) pedestrian traffic over, through and across sidewalks, paths, walkways and other portions of the Common Elements, as may be from time to time intended and designated for such purposes and use; and (ii) 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. Such easement shall be for the use and benefit of the Unit Owners, Developer, and those claiming by, through or under them. 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 space may be specifically designated and assigned for parking purposes.

5.8 Construction: Maintenance: Developer (including its designees, contractors, successors and assigns) shall have the right, in its or their sole discretion, at any time or times, to enter the Condominium Property and take any action necessary or convenient for the purpose of: (i) completing the construction or remodeling any part or parts of the Condominium Property; (ii) making any alterations or improvements to the Units or the Condominium Property; and (iii) repairing, replacing and maintaining the Condominium Property or any part thereof when the Association fails to do so.

5.9 Utility Easements: The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association irrevocably as Unit Owner's attorney-in-fact for this purpose), shall have the right to grant access easements and electric, drainage, gas, cable TV (if any) and other utility or service easements on, in or over any portion of the Condominium Property, and to relocate any existing access, utility or service easements or drainage facilities (subject to applicable restrictions) on, in or any portion of the Condominium Property, in any such case as the Association deems necessary or desirable for the proper operation and maintenance of all or any portion of the Condominium Property for the general health or welfare of the Unit Owners, provided that the easements thus granted or relocated will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes.

5.10 Additional Easements: The Common Elements (including, but not limited to, any Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited: (i) for the installation, repair, maintenance, use, removal and replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cable and all other utility lines and conduit

which exclusively service single Units and which pass across or through a portion of the Common Elements; and (ii) for the installation, repair, maintenance, use, removal and replacement of any Limited Common Elements situated within any portion of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such items does not reasonably interfere with the common use of any portion of the Common Elements or impair or structurally weaken any of the Improvements; and (iii) for the maintenance of the encroachment of any lighting devices, outlets, cabinets, exhaust fans, ventilation ducts, registers, grills and similar fixtures which serve only one Unit, but which encroach in any portion of any Common Element or Limited Common Element on the date this Declaration is recorded.

5.11 The easements set forth in this Article V, supra, shall run with the Land and shall be binding upon every Unit and Unit Owner and every claimant of the Condominium Property or any portion thereof or of any interest therein, and their respective heirs, executors, administrators, personal representatives, successors and assigns. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE VI

VOTING RIGHTS

6.1 Each of the unit Owners shall own an undivided interest in the Common Elements appurtenant to each Unit, which undivided interest in the Common Elements is stated in percentage form as to each Unit and set forth in Exhibit "C" attached hereto. The percentage of undivided interest of each Unit shall not be changed without the prior written consent of all owners of all of the Units in the Building in which the Unit is located.

6.1.1 The fee simple title to each Unit shall be held by each Unit Owner and shall include both the Condominium Unit and the undivided share in the Common Element which is appurtenant to the Unit. The undivided interest in the Common Element, unless the context of this Declaration otherwise requires, shall be deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description and terms of the instrument of conveyance or encumbrance may refer only to the fee title in a Condominium Unit. Any attempt to separate the fee title in a Condominium Unit from the undivided interest in the Common Element appurtenant to each Unit shall be null and void.

6.2 Ownership and Common Elements: There shall be only one person with respect to the ownership of each Unit who shall be entitled to vote at a Condominium Association meeting of the Unit Owners. Such person to be known, and is hereinafter

referred to as a "Voting Member." If the Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a corporate, partnership, or other entity Unit Owner, an officer, general partner or an employee thereof shall be designated the Voting Member. The designation of the Voting Member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. Voting rights shall be allocated as set forth on Exhibit "C". If one individual, corporate or partnership entity owns more than one Condominium Unit, such Unit Owner shall have the aggregate of the designated votes for each Unit owned by him/it. There are a total of one hundred (100) votes for the Association allocated as provided on Exhibit "C". The vote of a Condominium Unit is not divisible.

ARTICLE VII

COMMON EXPENSES/COMMON SURPLUS/TAXES/ WATER & TRASH CHARGES

7.1 Except as otherwise provided herein, the Common Expenses and Common Surplus of the Condominium shall be shared by the Unit Owners in the percentages or fractions specified and set forth in Exhibit "C."

7.2 Taxes: Each Owner shall be obligated to cause the real property taxes for the Unit(s) which he owns to be assessed separately by the appropriate governmental authority and to pay all real property taxes so determined directly to the appropriate governmental authority. The foregoing shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each Unit and the appurtenant interest in the Common Elements, or on the personal property or other interest of the Owner. Each Unit Owner shall execute such documents and take such action as may reasonably be specified by the Board to facilitate dealing with the appropriate governmental authorities regarding real property taxes, other taxes and assessments. Each Unit Owner shall be obligated to pay directly to the Association as a Common Expense, their Assessment Share of any Assessment by the Board for a portion of taxes or assessments which may be assessed against the entire Condominium Property or any part of the Common Elements as a whole and not separately. If, in the opinion of the Board, any taxes or assessments may be a lien upon the entire Condominium Property or a part of the Common Elements, the Board may pay such taxes or assessments and shall assess the same to the Unit Owners in proportion to their Assessment share of the Common Expenses of the Condominium. Such Assessments by the Board shall be secured by the lien rights of the Association described in and/or created by Article VIII of this Declaration.

7.3 Trash Removal: Dumpster(s) shall be provided for the use of all Building Units, the cost of which shall be a Common Expense. If, in the opinion of the Board, any Unit Owner is deemed to use such dumpster(s) excessively more than the other Unit Owners, and, as a result thereof, the Association is required to have such dumpster(s) emptied on a more frequent basis than would otherwise be required, the Board may assess the additional cost of such trash removal against the Unit Owner(s) whose use requires such more frequent removal. The Association shall have the right to levy an Assessment against the Owner which shall have the same force and effect as all other Assessments, and the

Association shall have a lien on the Building Unit owned by such Unit Owner, to enforce same and for the reasonable collection costs and attorneys' fees incident thereto.

7.4 Building Expenses: Notwithstanding anything contained in this Declaration to the contrary and except as otherwise provided in this Section 7.4, all costs and expenses, including Common Expenses, that are specific to the maintenance, repair, restoration, replacement, use and occupancy of a Building shall be assessed against that Building and the Condominium Units situated therein. For the purposes hereof, the following expenses shall be deemed to be Building Expenses: (i) all costs and expenses related, directly or indirectly, to the maintenance, repair, restoration or replacement of the roof of a Building or the entryway thereof; and (ii) all costs and expenses for water to a Building {other than irrigation water for landscaping surrounding a Building} (collectively, "Building Expenses"). All Building Expenses shall be assessed against the Condominium Units located within each such Building.

All costs and expenses incurred by the Association relating, directly or indirectly, to the maintenance, repair, restoration or replacement of the landscaping {maintenance and material}, irrigation, parking areas {including sealing, striping, and resurfacing}, and painting of the exteriors of both Buildings shall be Common Expenses and shared pro rata as provided in Exhibit "C". In addition, all costs and expenses for exterior pest control, exterior janitorial, exterior window cleaning, exterior electricity for common areas, insurance, maintenance, repair and replacement of exterior glass, legal and accounting expenses for the Association, administration and management of the Association, reserves, and all other costs and expenses that are not Building Expenses shall be deemed to be Common Expenses and assessed pro rata as provided in Exhibit "C".

ARTICLE VIII

MAINTENANCE AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property and restrictions upon its alterations and improvements shall be as follows:

8.1 Maintenance by the Association: The Association shall maintain, repair and replace the following items, the cost of which shall be included as part of the Common Expenses:

- 8.1.1 The maintenance, repair, replacement and operation of the (a) Common Elements (other than those Limited Common Elements as provided below) shall be the responsibility of the Association and a Common Expense, except to the extent expressly provided to the contrary herein, and (b) the exterior surfaces, exterior walls, roofs, windows, doors, exterior doors, exterior glass, and interior boundary walls of each Unit {excluding the wall coverings, paint and drywall which shall be the responsibility of the Unit Owner} on all Buildings and Units shall be the responsibility of the Association and a Common Expense.

8.1.2 Maintenance of the Parking Lot: All repairs, replacements, and maintenance to the Parking Lot shall be performed by the Association, and the cost of such repairs, replacements and maintenance shall be deemed a Common Expense of the Condominium; provided, however, that if such repair, replacement or maintenance is for any Parking Spaces which may be assigned to a Unit Owner, which Parking Spaces would constitute Limited Common Elements to a Building Unit, and such repair, replacement or maintenance is necessitated by the actions of the Unit Owner, or its guests, invitees, employees or licensees (other than due to ordinary wear and tear), the cost of such work shall be borne solely by the Unit Owner.

8.2 Maintenance By the Unit Owner: The responsibility of the Unit Owner shall be as follows:

8.2.1 To maintain, repair and replace, at such Owner's sole expense:

8.2.1.1 the Limited Common Elements attributable to his Unit, if any;

8.2.1.2 his Unit and all of its interior surfaces, windows, doors, carpets and other floor coverings, fixtures and equipment;

8.2.1.3 Fixtures and Equipment located within the Common Elements serving only a particular Unit. "Fixtures" and "Equipment" include, but are not limited to, the air conditioning and heating system serving only the Unit, including the compressor, duct work, air handlers, condensers, air handling and condensing units, power and coolant; drains serving only the Unit; plumbing fixtures and connections serving only the Unit; ceilings; sinks; all sewer and water lines serving only the Unit; electric wiring, outlets and fixtures within the Unit or serving only the Unit; and telephone conduit and wire serving only the Unit. Notwithstanding the foregoing, all repairs to Fixtures which require entry into another Unit or the tearing open of Common Element walls or floors or which may violate the integrity of the roof shall be performed by the Association at the sole expense of the owners of the Unit(s) appurtenant to such Limited Common Elements. As to equipment, pipes, fixtures, or utility lines which are intended, as part of Developer's original design, to serve more than one Unit, the responsibility of maintaining, repairing and replacing same shall be a Common Expense; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any equipment, pipes, fixtures or

utility lines installed by or at the direction of a Unit Owner who purchases a Unit, from the Developer or purchases a Unit from an Owner other than the Developer;

8.2.1.4 all damage to, or blockage of, repairs to the Utility Services arising by reason of the manner of operation of the Units or of the conduits, ducts, plumbing, wiring or other facilities within the Unit by Owner or Owner's employees, agents, contractors, invitees and licensees; and

8.2.1.5 any damage to the Unit or the Condominium Property, whether interior, exterior, structural or non-structural, arising by reason of the acts or negligence of Owner, its employees, agents, contractors, invitees and licensees.

8.2.2 to promptly report to the Association any defect or need for repairs for which the Association is responsible.

8.3 Enforcement of Maintenance: In the event that a Unit Owner fails to maintain his Unit as provided for herein, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have alien for same as is otherwise provided for herein. The Association shall have the rights, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the maintenance provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owner, its employees, agents, contractors, invitees or licensees. The Association shall have the right to assess Unit Owner(s) for Building Expenses.

8.4 Maintenance Contracts: The Association may enter into a Contract with any firm, person or corporation for the maintenance and repair of the Condominium of Condominium Property, and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws or the laws of the State of Florida to have the approval of the Board of Directors or the membership of the Association.

ARTICLE IX

METHOD OF AMENDMENT OF DECLARATION

9.1 This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4) of the total votes of the Voting Members of the Association, provided the amendment does not materially alter the percentage Interest in the Common Elements, or the Common Surplus, the Assessment Shares in Common Expenses, or the voting rights of the Unit Owners.

9.2 All amendments shall be recorded and certified as required by the Condominium Act. No amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to any Unit, a Condominium Unit's proportionate share of the Common Expenses or Common Surplus, or the voting rights appurtenant to any Unit, unless the record Owner(s) affected thereby, and all record owners of mortgages or other liens thereon, shall join in the execution of the Amendment. No Amendment shall impair or prejudice the rights and priorities of any mortgages or the holders thereof. No Amendment shall change the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association with respect to Institutional Mortgagees of record without the written approval of all Institutional Mortgagees of record.

9.3 No Amendment shall change the rights and privileges of the Developer without the Developer's written approval. The requirement for the Developer's written approval as herein provided shall not terminate until Unit Owners other than the Developer have elected a majority of the Board of Directors of the Association, or sooner, at the option of the Developer.

9.4 Except as otherwise provided in this Declaration, a copy of each Amendment shall be attached to a certificate, executed by the officers of the Association certifying that the Amendment was duly adopted. The aforesaid Amendment shall be effective when the certificate and copy of the Amendment are recorded in the Public Records of Broward County, Florida.

9.5 Restrictions of Amendments: Notwithstanding anything to the contrary contained in this Declaration, no amendments shall in any way affect, alter or modify any of Developer's rights, including, but not limited to, those provided in this Article or the Act, without Developer's prior written consent. No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall change any Unit's Percentage Interest in the Common Elements appurtenant to it, nor increase the Unit Owner's Assessment Share in the Common Expenses, unless the record Owner of the Units so concerned and all record holders of mortgages on such Units shall join in the execution of the amendment. An amendment in the Articles entitles "Insurance" or "Condemnation" shall not be made the execution of the made unless all Institutional First Mortgagees upon all of the Units shall join in the execution of the amendment. The leasing and sales provisions contained in Article XVIII shall not be amended, altered, modified or in any way changed without the approval of at least seventy-five percent (75.0%) of all Owners of all Condominium Units in the Building in which the Unit is located, and any amendment, alteration or modification shall not be effective until one (1) year after its adoption, if the effect of such amendment is to limit, restrict or prohibit a Unit Owner's right to lease his Unit as provided in this Declaration.

9.6 Amendment of Name: Any amendment of the name of the Condominium shall require the vote of at least seventy-five percent (75.0%) of the Unit Owners entitled to vote. This provision shall not apply to an amendment of the name of the Condominium by the Developer.

9.7 Execution and Recording: A copy of each amendment shall be attached to a

certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Broward County. As to non-members of the Association without actual acknowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual acknowledge thereof or at the time of filing the certificate of amendment, which shall have attached thereto the approved amendment, in the Public Records of Broward County, Florida.

9.8 Amendment of Other Documents: Any amendment of the Articles of Incorporation or By-Laws shall be made in accordance with the amendment provisions contained in said documents if such provisions are otherwise than the amendment procedure set forth herein above.

9.9 Scrivener's Errors: If it shall appear that through scrivener's error the Common Expenses or interest in the Common Surplus or all of the Common Elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of Common Elements which have been distributed or the shares of the Common Elements which have been distributed or the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred (100%) percent; or, if it shall appear that through such error more than one hundred (100%) percent of the Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed; or, if it shall appear that through scrivener's error the proper Percentage Interest or Assessment Share has not been assigned to a Condominium Unit; or, if it appears that there is an omission or error in this Declaration or in any of the related documents required by law to establish this Condominium, the Association may correct the error and/or omission by an amendment to this Declaration and/or any related documents by simple resolution of the Board of Directors of the Association approved by a majority of the Board of Directors or by a majority vote of the Unit Owners voting at meeting of Unit Owners (members of the Association) called at least in part for such purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Section, modifies the Percentage Interests or Assessment Shares for one or more Units, then the Owners of the Units and the owners of liens upon the Units for which such changes are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Section, no Unit Owner's property rights shall be deemed to be effective. For the purpose of this Section, no Unit Owner's property rights shall be deemed to be materially adversely affected, nor shall his share of the Common Elements, Common Expense or Common Surplus be deemed modified, for reason of the modification of the share of Common Expenses, Common Elements or Common Surplus appurtenant or attributable to another Unit.

ARTICLE X

THE OPERATING ENTITY

10.1 The name of the Association responsible for the operation of the Condominium is DUVAL COURT PROFESSIONAL CENTRE – PHASE I, a

Condominium. Said Association is a nonprofit Florida corporation, organized and existing pursuant to Part I of Chapter 617, Florida Statutes, and the Condominium Act. The said Association shall have all the powers and duties set forth in Part I of Chapter 617, Florida Statutes and the Condominium Act, as well as the Association, and its Articles of Incorporation, which Articles of Incorporation are attached hereto, marked Exhibit "B," and made a part hereof.

10.2 Every owner of a Condominium Unit, whether he or it (in the case of a legal entity) has acquired his ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws of said Association, by the Articles of Incorporation of the Association, and by the provisions of this Declaration.

ARTICLE XI

BY-LAWS

11.1 The operation of the Condominium Property shall be governed by the By-Laws of the Association which are set forth in a document which is annexed to this Declaration, marked Exhibit "D" and made a part hereof.

11.2 No modification of or Amendment to the By-Law of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Unit(s) without the written approval of the affected mortgagee(s) of record. No Amendment shall change the rights of the Developer without the Developer's approval as herein provided. The rights of the Developer shall not terminate until such time as a majority of the Board of Directors of the Association is elected by Unit Owners other than the Developer, or sooner, at the developer's option.

11.3 Registration of Owners and Mortgagees: Each Owner, upon obtaining title to his Unit, shall promptly notify the Association of the names of the Owner of such Unit and all parties holding any mortgage lien upon such Unit and the amount of such lien and the recording information pertinent to same. In the event of the sale or other transfer of any Units by the Owner, the transferee shall be responsible for notifying the Association in writing for inclusion in the Association's registry of Owners of its interest in such Units, together with such recording information as shall be pertinent to identify the instrument by which such transferee acquired its interest. Such transferee shall also be responsible for notifying the Association of the identities of all parties holding any mortgage liens upon such Unit, the amounts of such liens and the recording information relating thereto.

11.4 BY-Laws: The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached hereto and made a part hereof as Exhibit "D".

11.5 Limitation Upon Liability of Association: Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance

and repair, resulting from any latent condition of the Condominium Property or caused by the elements or other owners or persons.

11.6 Restraint Upon Assignment of Shares in Assets: The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such Owner's Unit.

11.7 Approval or Disapproval of Matters: Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for the Unit if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration or By-Laws.

11.8 Membership: The record owners of all Units in the Condominiums shall be members of the Association, and no other persons or entities shall be entitled to membership. Membership shall be established by acquisition of ownership of fee title to, or fee interest in, a Condominium Unit in said Condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of the Declaration by the recordation among the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the Unit affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and shall designate the voting member as provided herein, and the membership of the prior owner as to the Unit designated shall be terminated.

11.9 Acts of the Association: Unless the approval or action of the Unit Owners and/or certain specific percentage of the board of Directors is specifically required by the Act, in this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations, or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

11.10 When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal. Unless otherwise required by the Act, all votes and decisions of the Unit Owners may be made by written agreement, without the necessity of a meeting.

ARTICLE XII

COMPLIANCE AND DEFAULT

12.1 Governing Documents: Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, the By-Laws, and the regulations adopted pursuant to those documents, and all of such as they may be

amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided for herein or by the Act.

12.2 Negligence: A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by non-compliance by the Unit Owner or any occupant or user of the Condominium Unit, including, but not limited to, Owners invitees, employees, agents and lessees, but only to the extent that such expense is not paid by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner or any occupant or user of the Condominium Unit, including, but not limited to, Owner's invitees, employees, agents and lessees.

12.3 Costs and Attorney's Fees: In any proceeding arising because of any alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation, the By-Laws, or the regulations adopted pursuant to such document, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.4 No Waiver of Rights: The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles of Incorporation, the By-Laws, or the regulations adopted pursuant to such documents, as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIII

ASSESSMENTS

13.1 Common Expenses Include: The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium Property, including, but not limited to, such amounts necessary to make up for uncollectible assessments, budget deficits and reserves unless waived pursuant to applicable law, and such other assessments as are specifically provided for in this Declaration and the By-Laws attached hereto. Unless waived, as aforesaid, the Association shall maintain reasonable and adequate reserves for replacement of the Common Elements because of normal deterioration; said reserves shall be funded by regular assessments and shall comply with applicable Florida Law. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association of this Declaration. Each Unit Owner shall be liable for a proportionate share of the Common Expenses as provided in Article VII of this Declaration.

13.2 Assessments Due and Late Charges: Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of eighteen (18%) percent

per annum from due date until paid; notwithstanding the foregoing, the interest rate on unpaid assessments shall never exceed the maximum rate allowed by Florida law. Regular assessments shall be due and payable quarterly on the first day of each calendar quarter or on such other date established from time to time by the Board of Directors.

13.3 Annual Budget: The Board shall establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. The Annual Budget shall be adopted at a Budget Meeting as required by F.S. Section 718.112(2)(e) of the Act, as amended from time to time, notices of which shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such Budget, subject to the right of the Unit Owners to vote on and approve such Budget if required by F.S. Section 718.112(2)(e) of the Act. Failure to deliver a copy of the Budget to a Unit Owner for such Assessment shall not affect the Unit Owner's liability for said Assessment.

13.3.1 Initial Reserve Fund: The Developer shall collect from each purchaser of a Unit a contribution to the Reserve Fund of the Association for capital expenditures and deferred maintenance (the "Reserve Fund"). Each purchaser shall contribute to said fund an amount as provided in the proposed Budget.

13.3.2 Reserve Fund: After the establishment of the initial Reserve Fund, the Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a Reserve Fund for the replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units, unless by vote of the majority of the members present at a duly called meeting of the Association at which a quorum is present, it is determined for a fiscal year to provide for no reserve, or for reserves of less than those stated in the Act.

13.3.3 General Operating Reserve: The Board, when establishing each Annual Budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Owners of Units, as a result of emergencies or other reasons placing financial stress upon the Association. Establishment and implementation of a general operating reserve fund shall not be subject to the approval of Association members.

13.3.4 Use of the Association Funds: All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the Association to the payment of any expenses of operating and managing the

Condominium or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and By-Laws. As the monies for annual assessments are paid to the Association by any Unit Owner, the same may be commingled with monies paid to the Association by the other Owners of Units. All funds and other assets of the Association, and increments thereto, or profits derived from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

13.3.5 Delinquency of Default: The payment of any assessment or installment thereof due to the Association shall be delinquent and in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessment or installments thereof shall earn interest at the highest rate permitted by law from the date it became due until the same, and all interest due thereon, has been paid in full. All payments on account shall be applied first to interest and then to the Assessment payments first due.

13.3.6 Personal Liability of Unit Owner: The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, and interest on such delinquent assessments or installments thereof as above provided, and for all cost of collecting the assessments and interest thereon, including a reasonable attorney's fee, which shall be in the sum of not less than One Hundred (\$100.00) Dollars, whether suit be brought or not, levied or otherwise, coming due while such person(s) or entity own(s) a Unit.

13.3.7 Liability Not Subject to Waiver: No Owner of a Unit may be exempt from liability for any assessment levied against such Owner(s) and their Unit by waiver of the use or employment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

13.4 Lien for Assessment: The Association has a lien upon each Unit and its appurtenant undivided interest in the Common Elements, which lien shall and does secure the monies due for all: (i) assessments levied against the Owner(s) of and each Unit; (ii) interest, if any, which may become due on delinquent assessments owed to the Association; (iii) charges against the Owner(s) of the Unit for the repair, removal or replacement of property improperly maintained by the Owner or damaged by the Owner or the Owner's guests and invitees, as provided for in this Declaration; (iv) costs and expenses, including a reasonable attorney's fee incurred by the Association in attempting to collect monies due to the Association and reasonable trial and appellate attorneys' fees and court costs which may be incurred by the Association in enforcing and foreclosing its lien upon the Unit and its

appurtenances; however, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien granted to the Association may be established and foreclosed in the Circuit Court of Broward County, Florida. The lien provided for in this paragraph shall also extend to all tangible personal property located in the unit. The lien of the Association shall also secure all advances for taxes and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purposes. To the extent permitted under the Act, the Association may assign its claim and rights in any lien recorded in accordance with this Section to Developer, any Owner(s) or to a third party.

13.5 Recording and Priority of Lien: The lien of the Association shall be effective from and after recording of a claim of lien, in the Public Records of Broward County, Florida in accordance with F.S. Section 718.116 of the Act. Any claim of lien filed shall comply with Section 718.116 of the Act and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include Assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claims of lien, the Association shall deliver to the Unit Owner an appropriate satisfaction of lien in recordable form.

13.6 Enforcement of Lien: 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 the same, if in the Association's best interest. Said lien shall be effective as and in the manner provided by the Condominium Act and other applicable Florida Lien laws and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association and covered by the lien being enforced. In case of such foreclosure, the Unit Owner may be required to pay a reasonable rental for the Condominium Unit, at the discretion of the court presiding over such foreclosure, and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

13.7 Effect of Voluntary Transfer:

13.7.1 When the Owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

13.7.2 In the event that a Unit is to be leased, sold or mortgaged at the time

when payment of any assessment against a Unit and Owner of a Unit that are payable to the Association are in default (whether or not a claim of lien has been recorded by the Association), then the proceeds of such lease, sale or mortgage, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Unit responsible for payment of such delinquent assessment.

13.7.3 In any voluntary conveyance of a Unit or if title is acquired by operation of law, including persons who become purchasers at judicial sales, the grantee(s) shall be jointly and severally liable with the grantor for all unpaid assessments against the Unit made prior to the time of such voluntary conveyance or by operation of law or judicial sale, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Such grantee 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.

13.7.4 Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect collection of any sum then remaining owing to it.

13.8 Certificate of Unpaid Assessment: Any Unit Owner or Institutional Mortgagee has the right to require from the Association a certificate showing the amount of unpaid Assessments against the Owner with respect to an Owner's Unit.

13.9 Institutional Mortgagee Liable: Where the holder of a First Institutional Mortgage of record, or other purchaser of a Condominium Unit, obtains title to a Condominium Unit as a result of foreclosure or the Institutional Mortgagee of record accepts a deed to said Condominium Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. However, the Mortgagee's liability is limited to a period not exceeding six (6) months and in no event does the first Mortgagee's liability for such expenses or assessments commence until thirty (30) days after the date the first Mortgagee received the last payment of principal or interest. In no event shall the Mortgagee be liable for more than six (6) months of the Unit's unpaid Common Expenses or assessments accrued before the acquisition of the title to the unit by the Mortgagee or one (1%) percent of the original Mortgage debt, whichever amount is less, unless the unpaid share is secured by a claim of lien by the Association, recorded in the Public Records of Broward County, Florida, prior to the recording of said Mortgage. Such

unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

13.10 Liability of Subsequent Owner: Any person acquiring an interest in a Unit (except through foreclosure of an Institutional Mortgage of record or deed in lieu thereof as specifically provided in Paragraph 13.9 immediately preceding) including, without limitation, persons acquiring title by operation of law, such as purchasers at judicial sales, cannot acquire, and therefore shall not be entitled to occupancy of, the Unit or enjoyment of the Common Elements, until such time as all unpaid assessments due and owing by the former Unit Owners have been paid.

ARTICLE XIV

SPECIAL PROVISIONS RE: DEVELOPER

14.1 Rights: The Developer shall have the right to transact any business necessary to consummate sales and rentals of Units or, in the event there are unsold Condominium Units, the Developer retains the right to be the owner of said unsold Condominium Units under the same terms and conditions as all other Unit Owners in said Condominium. Commencing on the date of the first sale of a Unit to a third party, the Developer shall contribute to the Common Expenses, for each Condominium Unit owned by it, in the same manner as all other Unit Owners, as provided in Exhibit "C" attached to this Declaration as it may be amended from time to time. Each Condominium Unit's share of Common Expenses and assessments as provided in Article VII and Article XI of this Declaration shall commence as of the first day of such month or the fifteenth (15th) day of such month as is closer to the date the Certificate of Occupancy, or similar instrument, is issued by the applicable governmental authorities to said Unit.

14.2 As long as Developer owns any of the Units, Developer shall have the right, without the need for approval by any other Unit Owner or by the Association and without the need to submit copies of plans to the Association, to combine one or more such Units into a single Unit or to subdivide any Unit so as to create additional Units or to make any other alterations or improvements thereto; provided, however, that such changes shall not alter the voting rights, Percentage Interest in the Common Elements and Common Surplus or the Assessment Share of the Common Expenses with respect to any other non-developer owned Units. Developer may make any necessary amendments to this Declaration to reflect the alteration of the boundaries of a Unit or Units owned by Developer or changes in the Percentage Interests and Assessment Share of such Units, which amendment may be executed, acknowledged and recorded by Developer and shall not require the consent or joinder of other Unit Owners or their mortgagees.

14.3 Assignability: The Developer may assign any or all of its rights and privileges established by this Declaration to any individual(s) or entity or entities that Developer may choose.

ARTICLE XV

INSURANCE

The Condominium Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements. The insurance carried by the Condominium Association shall be governed by the following provisions:

15.1 Loss Payable Provisions: All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and mortgagees as their interest may appear. Such policies shall be deposited with the Association or as the Developer's decision pending turnover, and thereafter by the Association, an Insurance Trustee (as hereinafter defined) if the Association elects to utilize the services of Insurance Trustee, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. If an Insurance Trustee is selected, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the Unit Owners; however, mortgagee endorsements shall be issued. Said policy shall then provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any bank in Florida with trust powers or any other Florida person or entity which may lawfully act as such, as may be designated by the Board of Directors of the Association, 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 contents 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.

15.1.1 Loss Payable Provision as to 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. Limited Common Elements shall be treated as Common Elements for this purpose.

15.1.2 Loss Payable Provision as to Condominium Units:

Proceeds on accounts of Condominium Units shall be in the following undivided shares:

15.1.2.1 Partial Destruction – When Units are to be repaired and restored – for the Unit Owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

15.1.2.2 Total destruction of improvements to Condominium Property or where "Very Substantial" damage occurs and the improvements to Condominium Property are not to be restored as provided hereinafter in this Article – for

the Owners of all Condominium Units, each Unit Owner's share being in proportion to the Unit Owner's share of Common Elements appurtenant to the Unit Owner's Condominium Unit.

15.1.3 Loss Payable Provision as to Mortgagees:

In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

15.2 Association as Agent: The Association is hereby irrevocably appointed as agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims for property damage of less than and including Fifty Thousand (\$50,000.00) Dollars arising under insurance policies purchased by the Association and the execute and deliver releases upon the payment of claims. The Association is irrevocably appointed agent for each Unit Owner and for each owner of any other interest in the Condominium Property to adjust all claims for property damage in excess of Fifty Thousand (\$50,000.00) Dollars, and the Association is authorized to execute and deliver releases and to accept claims for the Unit Owners and for the owners of any other interest in the Condominium Property (and is hereby granted a power of attorney by each such Owner), provided that the Association has the consent of the Primary Institutional First Mortgagee. This provision shall not be construed to confer upon the Association any authority with regard to any claims which a Unit Owner may have for personal injury.

15.3 Unit Owner's Personal Coverage: To the extent permitted by law, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Condominium Unit, nor does it cover casualty or theft loss to the contents of an Owner's Unit or for flood damage. It shall be the obligation of the individual Unit Owner to purchase and pay for insurance as to all such risks. Every insurance policy issued to an individual Unit Owner should provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property, without rights of subrogation against the Association.

15.4 Coverage:

15.4.1 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, the Board of Directors and the Unit Owners as its and their interests appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be least \$5,000,000.00. Said

insurance shall include, but not be limited to, legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to any particular Unit Owner. Premiums for the payment for such insurance shall be paid by the Association and charged as a Common Expense.

15.4.2 Casualty Insurance: The Condominium Property, including, without limitation, all improvements, but excluding all furniture, furnishings or other personal property owned, supplied or installed by Unit Owners or their tenants, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors. The company with whom the Association shall place its insurance coverage as provided in this Declaration must be a good and responsible company authorized to do business in the State of Florida with a Triple A Best Rating or better. Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against:

15.4.2.1 Loss or damage from fire or other hazards covered by a standard extended coverage endorsements; and

15.4.2.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Condominium Property, including, but not limited to, vandalism and malicious mischief.

15.4.3 Workers' Compensation Policy, if applicable to meet the requirements of law; the cost thereof shall be a Common Expense hereunder.

15.4.4 Flood Insurance, if required by Institutional Mortgagee.

15.4.5 Such Other Insurance, including, but not limited to, Directors and Officers liability insurance, as the Board of Directors of the Association may determine from time to time to be desirable; the costs thereof shall be Common Expenses hereunder.

15.4.6 Individual Liability Insurance Policies: Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, insurance upon his own personal property, and living expense insurance. Such insurance, where applicable, shall contain the same waiver of

subrogation, if available, as referred to in Paragraph 15.4.7 hereinafter.

15.4.7 Waiver of Subrogation: If available and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, invitees, agents and guests.

15.4.8 Insurance Companies authorized to do business in the state of Florida shall affirmatively be presumed to be good and responsible companies, and the Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the insurance companies provided same are licensed to do business in the state of Florida and are rated Best A or better.

15.5 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee or the Association shall be distributed to or for the benefit of those entitled thereto pursuant to this Article XV and expended or disbursed after first paying or making provision for the payment of expenses of the Insurance Trustee in the following manner:

15.5.1 Expense of the Trustee: All expenses of the Insurance Trustee or the Association, as the case may be, shall be paid first, or provision made for such payment.

15.5.2 Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to those entitled thereto pursuant to this Article XV, all 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. The remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee if the mortgage held by it provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

15.5.3 Failure to Reconstruct or Repair: If it is determined in the manner elsewhere herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Unit Owners and their mortgagees, 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. The remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee if the mortgage held by it 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, the proceeds shall be disbursed to the Unit Owner and any mortgagee having an interest in it (as their interests may appear) as surplus in the manner elsewhere stated if the Board of Directors of the Association determines not to replace such personal property as may be lost or damaged.

15.5.4 Certificate: In making distribution to the 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, or a title insurance company or abstract company authorized to do business in the state of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificates.

15.5.5 Mortgagee: In the event a mortgagee endorsement has been issued in connection with 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. No mortgage shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired or to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.6 Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use or misuse, occupancy, or negligence of a particular Unit Owner(s) and/or his family, employees, guests or invitees, or abandonment of any one or more Building Units or their appurtenances or the Common Elements by particular Unit Owners, shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.7 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 reasonably required, the Mortgagee(s) of Record shall have the right to receive notice of same and, at its (their) 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(s) of Record shall be subrogated to the assessment and lien rights of the Association as against the common individual Unit Owners for the payment of such item of Common Expense.

15.8 Reconstruction or Repair After Casualty:

15.8.1 Loss Less Than "Very Substantial": Where a loss or damage occurs within a Unit or Units, or to the Common Elements or

Limited Common Elements, or to any Unit or Units and the Common Elements or Limited Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

- 15.8.1.1 The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
- 15.8.1.2 If the damage or loss is limited to the Common Elements or Limited Common Elements, with no, or minimum damage or loss to any individual Units, and if such damage or loss to the Common Elements or Limited Common Elements is equal to or less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee (if applicable) over to the Association, and the Association shall promptly contract for the repair and restoration thereof.
- 15.8.1.3 If the damage of loss involves one or more individual Units encumbered by Institutional Mortgages, as well as the Common Elements or Limited Common Elements, or if the damage is limited to the Common Elements or Limited Common Elements alone, but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee (if applicable) for the repair and restoration of the property upon the written direction and approval of the Association as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills, waivers and releases of mechanic's lien to the Insurance Trustee (if applicable), or the Association shall execute any Affidavit required by law, by the Association, or by the Insurance Trustee, and shall deliver same to the Insurance Trustee (if applicable) or to the Association.
- 15.8.1.4 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.
- 15.8.1.5 If the net proceeds of the insurance are insufficient to pay the estimated cost of restoration and repair (or 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 each Unit Owner in proportion to the Unit Owner's share in the Common Elements for the portion of the deficiency attributable to the cost of restoration of the Common Elements or Limited Common Elements, and against each Unit Owner for that portion of the deficiency 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 a specific damaged Unit, the Board of Directors shall levy the assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owner's shares in the Common Elements as if all of said damage had occurred to the Common or Limited Common Elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee (if applicable) and added by said Trustee to the proceeds available for the repair and restoration of the property.

- 15.8.1.6 In the event the insurance proceeds are sufficient to pay 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 mortgage shall have the right to require the application of insurance proceeds to the payment of its loan unless (i) the provisions of the mortgage to the Institutional Mortgagee so require and/or (ii) the Board of Directors consents to such an application of proceeds and, in either event, only upon request therefore by said Institutional Mortgagee. To the extent that any insurance proceeds are required to be paid over to any mortgagee, the Owner of the Unit subject to the mortgage held by said mortgagee shall be obligated to replace the funds so paid over, and said Unit Owner shall be subject to special assessment for such sum and his Unit to a lien for said assessment.

15.8.2 "Very Substantial" Damage: As used in this Declaration, or in 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 Units of the Condominium are rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed pursuant to Article 15.4.2.) Becomes payable. Should such "very substantial" damage occur, then:

- 15.8.2.1 The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
- 15.8.2.2 The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair as well as the estimated cost of restoration and repair.
- 15.8.2.3 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 respect to the termination of the

Condominium, subject to the following:

15.8.2.3.1 If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, the Condominium Property shall be restored and repaired unless three-fourths (3/4) of the total votes of the Voting Members of the Association shall be cast in favor of termination of the Condominium, in which case the Condominium Property shall be removed from the provisions of the Act in accordance with Section 718.117, Florida Statutes, and there shall be recorded in the Public Records of Broward County an instrument terminating this Condominium, which instrument shall further set forth the facts affecting the termination and shall be certified by the Association and executed by its President and Secretary or other appropriate officers. The termination of the Condominium shall become effective upon the recording of said instrument and the Unit Owners shall, thereupon, become owners as tenants-in-common in the "property;" that is, the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium, and their undivided interest in the "property" shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium Units shall become mortgages and liens upon the undivided interests of such tenants-in-common with the same priority as existed prior to the termination of the Condominium.

15.8.2.3.2 If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the total votes of the Voting Members of the Association vote against such special assessment, which vote shall be considered and denominated as a vote to terminate the Condominium, it shall be so terminated, and the property shall be removed from the provisions of the law in accordance with Section 718.117, Florida Statutes, and the ownership interest shall be as stated in the preceding Paragraph hereof. In the event a majority of the Voting Members of the Association vote in favor of the special assessment, or in the event that less than a majority of the Voting Members shall fail to vote against said special assessment, the special assessment shall be deemed approved, and the Association shall immediately levy such assessment, and thereupon the Association shall proceed to cause such repairs and restoration to be accomplished, subject to the provisions of Subparagraphs 15.8.1.3 and 15.8.1.4 above.

The special assessment funds shall be delivered by the Association to the Insurance Trustee (if applicable) and added by said Trustee or by the Association, as the case may be, to the proceeds available for the repair and restoration of the "property." The proceeds shall be disbursed for the repair and restoration of the "property" as provided in Subparagraph 15.8.1 above. To the extent that any insurance proceeds are paid over to any mortgagee and in the event it is determined not to terminate the Condominium and to vote such special assessment, the Unit Owner of the Unit, subject to the mortgage held by such mortgagee, shall be subject to special assessment for such sum.

15.8.2.4 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.

15.8.3 Surplus: It shall be presumed that the first monies disbursed in payment of cost and repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Association or by the Insurance Trustee (if applicable) after payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

15.8.4 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 Mortgagees shall also be required.

15.8.5 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 therefore upon the payment of claims.

ARTICLE XVI

CONDEMNATION

16.1 Deposit of Awards with Insurance Trustee: For purposes of this Declaration, the taking of portions of the Condominium Property by the exercise of the power of eminent domain ("Taking") shall be deemed to be a casualty, and the awards for a Taking shall be deemed to be proceeds from insurance on account of a casualty. Such

awards shall be deposited with the Insurance Trustee, if appointed, or otherwise with the Association even if payable to Unit Owners directly. If the Unit Owners fail to deposit the awards with the Insurance Trustee, if appointed, or otherwise with the Association, the Board of Directors, in its discretion, may impose a special Assessment against a defaulting Unit Owner in the amount of his reward, or the amount of that award may be set off against the sums hereafter made payable to that Owner. An Institutional First Mortgagee shall be notified of any Taking applicable to its mortgage.

16.2 Determination Whether to Continue Condominium: Whether the Condominium will be continued after the Taking will be determined in the manner provided for determination whether damaged property will be reconstructed and repaired after casualty. For this purpose, the Taking shall also be deemed to be a casualty.

16.3 Disbursement of Funds: If the Condominium is terminated after the Taking, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after a Taking, the size of the Condominium will be reduced, and the property damaged by the Taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty by the Insurance Trustee, if appointed, or otherwise by the Association, or as elsewhere provided in this Article.

16.4 Unit Reduced but Usable: If the Taking reduces the size of a Unit, and the remaining portion of the Unit can be made useful for the purposes occupied immediately prior to such Taking (in the sole opinion of the Association), the award for the Taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be made to the Condominium:

16.4.1 Restoration of Unit: The Unit shall be restored to the extent possible. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit;

16.4.2 Distribution of Surplus: The balance of the award in respect to the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees; and

16.4.3 Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the Taking, the percentage representing the Percentage Interest in the Common Elements and Common Surplus and the Assessment Share of the Common Expenses appurtenant to the Unit shall be recalculated to reflect the reduced number of square feet in the Unit(s) so taken, and in all of the Units, utilizing the formula described in Section 16.5.3.

16.5 Unit Rendered Unusable: If the Taking is of the entire Unit, or so reduces the size of a Unit that cannot be rendered usable (in sole opinion of the Association), the award for the Taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be made to the Condominium:

16.5.1 Payment of Award: The awards shall be paid first to the applicable Institutional First Mortgagees, in amounts sufficient to pay off the mortgages in connection with each Unit which is not usable; second, to the Association for any due and unpaid Assessments; third, jointly, to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the Taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

16.5.2 Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors; provided, the if the costs of the work therefore shall exceed the balance of the fund from the award for the Taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

16.5.3 Adjustment of Shares: The Percentage Interest in the Common Elements and Common Surplus appurtenant to the Unit, and the Assessment Share of Common Expenses attributable to the Unit that continues as part of the Condominium shall be adjusted to distribute the Percentage Interest in the Common Elements and Common Surplus and the Assessment Share of Common Expenses among the reduced number of Unit Owners (and among reduced Units). This will be effected by recalculating the Percentage Interests and Assessment Shares of Condominium Unit Owners as described in subsection 16.4.3 above.

16.5.4 Assessments: If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the Taking is not sufficient to alter the remaining portion of the Unit for the use as part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the Taking. The Special Assessments shall be made in proportion to the applicable Assessment Shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the Taking.

16.6 Arbitration: If the market value of a Unit prior to the Taking cannot be determined by agreement between the Unit Owner, any mortgagees of the Unit, and the

Association, within thirty (30) days after notice of a dispute by an affected party, such value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the Taking, in proportion to the applicable Assessment Share of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the Taking.

16.7 Taking of Common Elements: Awards for the Taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. If the costs of such work shall exceed the balance of the funds from the awards for the Taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the Taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these Percentage Interests affected hereby by reason of the Taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owners and the mortgagees of the Unit.

16.8 Amendment of Declaration: The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by a Taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the discretion of, a majority of the Board of Directors.

ARTICLE XVII

ALTERATIONS AND IMPROVEMENTS

17.1 Alterations or Additions: No alterations or additions to the Common Elements or Limited Common Elements shall be made if the cost is in excess of ten (10%) percent of the annual budget of the Condominium for Common Expenses (excluding reserves) unless authorized by the Board of Directors and ratified by not less than seventy-five (75%) percent of the total votes of Voting Members of the Condominium; provided, however, if an emergency situation exists whereby there is a substantial risk that there will be further material damage to the Common Elements or Limited Common Elements during the period of time it would take for the necessary approval by Voting Members to be obtained, such satisfaction shall not be required. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense. Where any alterations or additions as described above are exclusively or substantially exclusively for the benefit of the Unit Owner requesting same, the cost of such alterations or additions shall be charged against and collected solely from the Unit Owner exclusively or substantially exclusively benefiting and, if more than one Unit Owner requesting such work is benefited thereby, the cost shall be charged in such proportion as may be determined to be fair and equitable by the board of

Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the board of Directors and ratified by the affirmative vote of not less than seventy-five (75%) percent of Voting Members with respect to Units exclusively or substantially exclusively benefiting therefrom.

17.2 Alteration and Improvements by Building Owner/Occupancy:

17.2.1 Each Unit Owner and Occupant acknowledges that the governing municipality in which the Condominium is located establishes and enforces parking regulations relating to the number of parking spaces required for office/showroom floor area. Accordingly, the amount of office floor space must be strictly regulated. A Unit Owner or Occupant shall not make any addition, alteration or improvements (collectively "Alterations") in or to any portion of a Unit which increases the amount of office floor area, or any other Alteration to a Unit, without the approval of the Association and the developer, until such time as the Developer no longer owns any Units within the Condominium, at which time approval is to be sought from the Association only, which approval shall be based upon there being sufficient parking spaces, pursuant to the building, zoning and land use laws, ordinances and rules then applicable to the Property, to utilize the Unit in the manner contemplated by the Alterations. While Developer owns any Unit, Developer, at Developer's sole and absolute discretion, may deny approval for any alterations which impact upon the required number of Parking Spaces.

17.2.2 A Unit Owner shall not make any Alterations in or to any portion of a Unit, including, but not limited to the exterior walls, roof, windows or doors, or any portion of such or make any additions to them, nor do anything that would jeopardize the safety or soundness of the Condominium Property, nor impair any easement, without first obtaining approval in writing from the Association and the developer, until such time as the Developer no longer owns any Units within the Condominium, at which time approval is to be sought from the Association. A copy of plans of all such work shall be filed with the Association prior to the start of the work. If justified by the complexity of the work, the Association may require submission of plans prepared by an architect licensed to practice in the State of Florida. The cost of such plans and the review and approval thereof shall be borne by the Unit Owner requesting such alteration or improvement. Any damage to the Condominium Property as a result of or arising in connection with any alterations made by a Unit Owner or, at the option of the Developer or the Association, shall be repaired at the expense of the Unit Owner. In such event, the Unit shall be subject to an Assessment for the costs of such repairs.

- 17.2.3 Signage is to be uniform throughout the Condominium for all Units. The location, size, color, and letter size of all individual signs shall be as approved by the Developer so long as the Developer owns a Unit in the Condominium and, thereafter, by the Association. For so long as Developer owns a Unit in the Condominium, Developer shall have the right to sell and/or assign sign locations to Unit Owners within the Condominium Property. No other signs, except as permitted herein, shall be allowed in any location or type without prior written approval of the Association and the Developer, for so long as the Developer owns any Units in the Condominium, and thereafter, by the Association. Such approval by the Developer and the Association may not be revoked once it has been granted. A copy of the sign criteria for the Condominium is attached hereto as Exhibit "F".
- 17.2.4 No Unit Owner shall paint any exterior wall, door, window or any exterior surface, or install window treatments or replace anything thereon or affixed thereto without the written consent of the Association and the Developer (for so long as the Developer owns Units in the Condominium). The Association and the Developer (for so long as the Developer owns Units in the Condominium) shall determine the exterior color scheme of the Buildings and all exteriors.
- 17.2.5 In the event that the Owner of a Unit fails in any of his maintenance obligations as set forth herein, or makes an alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, Developer (for so long as Developer owns any Unit in the Condominium) and the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In addition thereto, the Association shall have the right to levy an Assessment against the Owner and the Unit for such and to restore the Unit, Common Elements, or Limited Common Elements to good condition and repair. Said Assessments shall have the same force and effect as all other special Assessments, and the Association shall have a lien on the Unit to enforce same and for the reasonable collection costs and attorneys' fees incident thereto.
- 17.2.6 After the completion of the improvements included in the Common Elements contemplated by this Declaration, except as provided in this Declaration, there shall be no alterations or additions to the Common Elements without the prior approval by note or in writing of the Owners of not less than Seventy-Five (75%) Percent of the Percentage Interests in the Common Elements and Seventy-Five (75%) Percent of the Institutional First Mortgagees. Any such alterations or additions shall not substantially interfere with any Unit Owner's use of their Unit. The cost of additions or alterations to the

Common Elements shall be assessed as Common Expenses, except that the cost of any such additions or alterations which are substantially or exclusively for the benefit of the Owner(s) requesting same shall be assessed against and collected solely from such Owner(s), and the Assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board of Directors. The cost of such work shall not be assessed against any Institutional First Mortgagee that acquires its title through foreclosure proceedings as the result of holding a mortgage upon the Unit owned, unless such Institutional First Mortgagee shall approve the alteration or addition. The share of any cost not so assessed shall be assessed to the other Unit Owners in the share that their Assessment Share bears to the total Assessment Shares of Unit Owners which are obligated to contribute to such cost. There shall be no change in the shares and rights of a Unit Owner in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvement.

17.2.7 The Unit Owners shall have no right to bring suit for partition of the Common Elements or the Condominium.

17.3 Failure to Maintain by Unit Owner: In the event the Unit Owner fails to maintain his Unit and the Limited Common Elements, as required herein, or makes any addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of law for an injunction to seek compliance with the provisions hereof. The Association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the Unit at all reasonable times when the Association determines, in accordance with its By-Laws, that it is necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. In addition thereto, the Association shall have the right to levy against the Owner of the Unit, and against the Unit, for such sums as are necessary to restore the Unit and Common Elements to proper condition and repair. Said right to levy arises from such Unit Owner's failure to comply with the terms of this Declaration.

17.4 Exterior Colors: The Developer shall determine the exterior color scheme of the building and all exteriors, including the roofs. No Owner shall paint an exterior wall, door, window, or roof, or any exterior surface, or replace any part thereof or anything affixed thereto without the written consent of the Association and the Developer. When the Developer has closed on the sale of the last Unit owned by Developer, the Developer's consent shall no longer be necessary.

17.5 Other Items to be Maintained: The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and Limited Common Elements and all other portions of the Condominium Property not required to be maintained, repaired and/or replaced by the Unit Owners. Additionally, the Association

shall be responsible for the maintenance of any real or personal property transferred or leased to it which may not be a part of the Condominium Property.

ARTICLE XVIII

USE OF CONDOMINIUM PROPERTY

18.1 Protective Covenants: The Condominium Property shall be subject to the following restrictions and covenants:

18.1.1 Restrictions Applicable to Units: All Units within the Condominium shall be used for: any permitted use under the City of Deerfield Beach zoning B-1 as listed in Section 98-53 of the City of Deerfield Beach Code.

18.1.2 Noxious Odors and Noises; Other Emissions: In no event shall any use be made of any Unit which would cause noxious odors and/or excessive noises to be emitted therefrom, or permeate into any other Unit. Further, no Unit Owner will cause disturbances or vibrations or use or operate any electrical or mechanical devices or other equipment that emit excessive sound or other waves or disturbances or which may be offensive to occupants of adjacent Unit, or that may unreasonably interfere with the operation of any device, equipment, computer, video, radio, television broadcasting or reception from or within the Unit or elsewhere.

18.1.3 Hazardous Material:

18.1.3.1 For purposes of this Declaration of Condominium, "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, (i) petroleum, PCB's, asbestos, materials known to cause cancer or reproductive problems; (ii) any materials, substances and/or wastes, including, without limitation, infectious waste, medical waste, and potentially infectious biomedical waste, which are or hereafter become regulated by any local governmental authority, the State of Florida or the United States; and (iii) substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "oil," "regulated substances," "restricted hazardous wastes," "special wastes" or words of similar import in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Federal Water Pollution Control Act; the Federal Clean Air Act; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and

all other corresponding or related State of Florida and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted, and (iv) any matter giving rise to liability under any common law theory based on nuisance or strict liability (collectively, "Hazardous Materials Laws").

18.1.3.2 Each Unit Owner, and all of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessees, sublessees, concessionaires, invitees and any other occupants of the Condominium Property (collectively, "Unit Owner Representatives"), shall abide by all Hazardous Materials Laws and other municipal, county, state and federal statutes, laws, ordinances, administrative rules and regulations and guidelines applicable to the disposal of Hazardous Materials. No Unit Owner shall use, handle, deposit or dispose of any Hazardous Materials which requires special handling into the waste disposal facilities provided by the Association. Each Unit Owner shall, at each Unit Owner's expense, employ or engage private waste management services to dispose of any and all waste of each Unit Owner which must be handled in any manner other than general waste collection provided by the Association through public or private waste collection service. Without limiting the foregoing, each Unit Owner and each Unit Owner's Representative shall employ or engage a licensed waste disposal service to provide any required containers or storage facilities and to remove any Hazardous Materials which each Unit Owner or such Unit Owner's Representative must handle in a manner as provided for by Hazardous Materials Laws. The Association may direct the manner and location of any containers, collection boxes or other storage facilities which may be required by Hazardous Materials Laws.

18.1.3.3 Each Unit Owner shall indemnify, defend and hold harmless the Developer, the Association, all other Unit Owners and the holder ("Mortgagee") of any mortgage encumbering all or any portion of the Condominium Property ("Mortgage"), and their respective partners, shareholders, directors, officers, agents and employees (the "Indemnified Parties") from and against any and all claims arising from or in connection with any act, omission or negligence of any Unit Owner or a Unit Owner's Representatives, or any of its subtenants or licensees or its or their partners, directors, offices, agents, employees or contractors, relating to or arising out of the disposal of Hazardous Materials from a Condominium Unit, such indemnity to include all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding with respect thereto, including, without limitation, all attorney's fees and expenses. In the event any Indemnified Party shall be made a party

to any litigation or proceeding commenced by or against a Unit Owner, then such Unit Owner shall protect, indemnify and hold such Indemnified Party harmless with respect thereto, and such Unit Owner shall pay all costs, expenses and reasonable attorney's fees (in all proceedings) incurred or paid by such Indemnified Party in connection with such Indemnified Party in connection with such litigation or proceeding, or in enforcing the covenants and agreements of this Section. EACH UNIT OWNER BY PURCHASING A CONDOMINIUM UNIT ACKNOWLEDGES AND AGREES THAT IT IS THE SOLE RESPONSIBILITY OF EACH UNIT OWNER TO ASCERTAIN AND COMPLY WITH THE HAZARDOUS MATERIALS LAWS IN CONNECTION WITH THE HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS OR ANY OTHER MATERIALS FROM THE CONDOMINIUM PROPERTY.

18.1.3.4 Each Unit Owner hereby agrees that each Unit Owner and Unit Owner's Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Condominium Unit or the Condominium Property, or transport to or from the Condominium Unit or the Condominium Property for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, each Unit Owner shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by each Unit Owner's Representatives of Hazardous Materials on the Condominium Unit or the Condominium Property, including (without limitation) discharge of (appropriately treated) materials or wastes only as provided by law.

18.1.3.5 If at any time any contamination of the Condominium Unit or the Condominium Property by Hazardous materials shall occur, where such contamination is caused by the act or omission of a Unit Owner or a Unit Owner's Representatives ("Unit Owner Contamination"), then such Unit Owner, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Condominium Property or the groundwater underlying the Condominium Property to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Florida. However, such Unit Owner shall not take any required remedial action in response to any Unit Owner's Contamination in or about the Condominium Property or enter into any settlement agreement, consent, decree or other compromise in respect to any

claims relating to any Unit Owner's Contamination without first notifying the Developer and the Association in writing of the Unit Owner's intention to do so, and affording the Developer and the Association the opportunity to appear, intervene or otherwise appropriately assert and protect their interests with respect thereto.

18.1.3.6 In addition to all other rights and remedies of the Developer, the Association or any Mortgagee, if a Unit Owner does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Unit Owner's Contamination and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with a Unit Owner's Contamination within thirty (30) days after Developer, the Association and any Mortgagee have reasonably approved a Unit Owner's remediation plan and all necessary approvals and consents have been obtained, and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then the Developer, the Association or any Mortgagee, at their sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and the Unit Owner shall reimburse, within fifteen (15) business days of demand for reimbursement, all amounts reasonably paid by the Developer or the Association (together with interest on said amounts at the highest lawful rate until paid), when said demand is accompanied by proof of payment of the amounts demanded. The Unit Owner shall promptly deliver to the Developer, the Association and any Mortgagee copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Condominium Property as part of the Unit Owner's remediation of any Unit Owner's Contamination.

18.1.3.7 Every Unit Owner shall immediately notify the Association in writing of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Condominium Property pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Unit Owner or the Condominium Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Condominium Property; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Condominium Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Unit Owner of actual knowledge of any of the foregoing matters. The Unit Owner shall also supply to the Developer and the Association as promptly as possible, and in any event within five (5) business days after the Unit Owner first receives or sends the same,

with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Condominium Property or the Unit Owner's use thereof. In no event shall any illegal, hazardous or dangerous materials or substances be stored or maintained on the Condominium Property. For purposes of this Declaration, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency ("EPA") and a list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect.

18.1.4 Further Restrictions: In no event shall any use be made for any Unit that would not be compatible with existing or future zoning ordinances of the County of Broward County and other restrictions associated with the Condominium Property. No Condominium Units may be used as residential units.

18.1.5 General Restrictions Applicable to the Use of All Condominium Units and the Common Elements:

18.1.5.1 Common Elements: The Common Elements shall be used only for the purposes for which they are intended.

18.1.5.2 Nuisances: No nuisance shall be allowed upon the Condominium Property, nor any use or practice which is a source of annoyance to others within the Condominium Property, nor any use or practice which is a source of annoyance to others within the Condominium Property or which interferes with the peaceful possession and proper use of the Condominium Property or which interferes with the peaceful possession and proper use of the Condominium Property by its occupants or Owners. No sale, manufacture, use or storage of flammable, caustic, and corrosive materials shall be made without the prior written approval of the Board of Directors. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. Without the prior written consent of the Board of Directors, no Unit Owner shall permit a use of his Unit or make use of the Common Elements in any manner which will increase the cost of

insurance upon the Condominium Property.

18.1.5.3 Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification, or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the Condominium Property.

18.1.5.4 Exterior Antennas, Aerials, or Satellite Dishes: No exterior antennas, aerials, or satellite dishes shall be erected upon the Common Elements or the exterior of any Condominium Unit. Notwithstanding the foregoing: (i) Developer specifically reserves the right to grant as an appurtenance to any Building Unit the right to maintain exterior antennas, aerials or satellite dishes on the roof of a Unit, and, under such circumstances, the Owner of such Unit shall be permitted to maintain such antennas, aerials or satellite dishes; and (ii) the Board of Directors may, in its discretion, grant any Owner the right to maintain an exterior antenna or aerial on the roof of a Building Unit in accordance with rules and regulations that may be adopted by the Board from time to time.

18.1.5.5 Exterior Materials: Unless prior written approval has been obtained from the Association, a Unit Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls or roof, including awnings and/or storm shutters, doors or windows of his Unit; nor shall a Unit Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit; nor shall a Unit Owner place any furniture or equipment outside his Unit. Provided, however, subject to obtaining all governmental approvals and the approval of the Association, which shall not be unreasonably withheld, an exterior canopy may be installed to provide and facilitate access to a Building or Unit within a Building.

18.1.5.6 Overnight Parking: The Parking Areas shall not be used for overnight parking of trucks, automobiles, or other such transportation vehicles.

18.1.5.7 Installation of Equipment: The installation

and use of any equipment in a Unit shall conform to the generally accepted or recommended technical specifications for the equipment involved and shall not interfere with the use and enjoyment or create any danger to any other Unit.

18.1.5.8 Radio and Television Equipment: All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

18.1.6 Developer's Right: Until Developer has completed all of the contemplated improvements neither the Unit Owners nor the Association shall interfere with the completion of the contemplated improvements.

ARTICLE XIX

PARKING

19.1 Designation and Assignment of Parking Spaces: The Developer shall provide Parking Spaces which comply with applicable City and County codes and regulations. Any assignment or designation of any other Parking Spaces shall be within the sole discretion of the Developer. Upon such assignment, an Owner of a Unit to which such assignment is made shall have the exclusive right of use of such Parking Space(s). The Parking Space(s) shall not become an appurtenance to said Unit, and upon the conveyance of, or passing of title to the Unit shall only be an exclusive use. After the Developer has sold, transferred and conveyed all the Units in the Condominium, all remaining unassigned Parking Spaces will be available for the use of all Unit Owners and/or their guests, customers or invitees, as may be determined by the Board of Directors.

ARTICLE XX

CONVEYANCE, SALES, RENATLS, LEASES AND TRANSFERS

20.1 Transfers Subject to Approval:

20.1.1 Sale: No Condominium Unit owner may dispose of a Unit or any interest therein by sale without the approval of the Association.

20.1.2 Lease: No Condominium Unit owner may lease or sublease its Unit, or any portion thereof, without the approval of the Association.

20.1.3 Gifts, Devises, Inheritance or Other Transfers: If any Unit Owner

shall acquire his title by gift, devise, inheritance, intestacy, or other manner, such acquisition shall be without restriction. Each succeeding Unit Owner, however, shall be bound by, and his Unit subject to, the provisions of his Article XX.

20.2 Approval by Association: The approval of the Association which is required for the transfer of Units, as set forth in paragraph 20.1 above, shall be obtained in the following manner:

20.2.1 Notice of Association:

20.2.1.1 Sale: A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser, an executed copy of the proposed contract to sell and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved.

20.2.1.2 Lease: A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. Any lease executed in connection with the acceptance of any outside offer to lease a Unit shall be consistent herewith and with the By-Laws and rules and regulations of the Condominium and shall provide specifically that the Board of Directors shall have the power, but shall not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (a) a default by the tenant in the performance of its obligations under such lease; or (b) a foreclosure of the lien granted by this Declaration and under the Act.

20.2.1.3 Gift, Devise or Inheritance: Other Transfers: A Unit owner who has acquired his title by gift, devise, inheritance or in any other manner not heretofore considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

20.2.1.4 Failure to Give Notice: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or

possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

20.2.1.5 Application Form: The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the "new owner" in the case of a transfer by gift, demise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser or "new owner" within the time limits extended to the Association for that purpose, and which application shall be completed and submitted to the Association, along with, and as an integral part of, the notice. A preset fee, not to exceed \$50.00, may be charged to the transferee of the Unit for the purpose of defraying the cost of investigation and the cost associated with granting approval, changing books and records, and other matters associated with the transfer.

20.2.2 Certificate of Approval:

20.2.2.1 Sale: If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public records of Broward County, Florida.

20.2.2.2 Gift, Devise or Inheritance; Other Transfers: If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the primary Occupant of the Unit and the Voting of Association membership appurtenant to the Unit) as the Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form, and shall be delivered to the Unit Owner and shall be recorded in the Public Records of Broward County, Florida.

20.3 Disapproval by Association: If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

20.3.1 Sale: If the proposed transaction is a sale and if the notice of sale

given by the Unit Owner or purchaser shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner and prospective purchaser an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

20.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be the bona fide prices stated in the disapproved contract to sell. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by two commercial real estate appraisers, one (1) appointed by the Association and the other by the Unit Owner, who shall base their determination of the purchase price upon the average of their appraisals of the Unit. The Association and Unit Owner shall, within (5) business days from the date of notice of disapproval is delivered to the Unit Owner, each select a commercial real estate appraiser with at least ten (10) years experience in South Florida commercial real estate market, who shall act as the appraiser for the purposes hereof.

20.3.1.2 The purchase price shall be paid in cash.

20.3.1.3 The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.

20.3.1.4 If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the original proposed transaction, which was disapproved, shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

20.3.2 Gifts, Devise or Inheritance; Other Transfers: If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then, within twenty (20) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association or by the Association, who will purchase the Unit and to whom the Unit Owner must sell the Unit upon the following terms:

20.3.3.1 The sales price shall be the fair market value determined

by agreement between seller and purchaser within thirty (30) days of the delivery from or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by commercial real estate appraisers in the same manner as provided in Section 20.3.1.1 above; and either the seller or purchaser, as the case may be, shall be entitled to a judgment of specific performance of the sale. The expense of the appraisals shall be borne by the person retaining such appraiser.

20.3.3.2 The purchase price shall be paid in cash.

20.3.3.3 The sale shall be closed within ten (10) days following the determination of the sale price.

20.3.3.4 A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the Purchaser.

20.3.3.5 If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership by the Unit Owner shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Broward County, Florida, at the expense of the Unit Owner.

20.4 Mortgage: No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an Institutional Mortgagee, Insurance Company, Trust Company or Pension Plan. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

20.5 Exceptions: The foregoing provisions of this Article shall not apply to a purchase or transfer by an Institutional Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Further, the provisions of this Article shall not comply to the acquisition of title to a Unit through devise or inheritance by any person who is a natural child or surviving spouse of the immediately preceding owner of the Unit. The provisions of this Article XX shall not apply to sales, leases, mortgages or other conveyances by the Developer.

20.6 Voidability: Any purported sale of a Unit in violation of this Article shall

be voidable at any time within six (6) months after the Association receives actual notice of the purported sale or transfer, at the election of the Association to institute legal proceedings to void such transaction. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with the proceedings.

20.7 No Severance of Ownership: No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include the Unit's appurtenant interest in the Common Elements.

20.8 Notice of Lien or Suit:

20.8.1 Notice of Lien: A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

20.8.2 Notice of Suit: A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

20.8.3 Failure to Comply: Failure to comply with this Section 20.8 will not affect the validity of any judicial sale.

ARTICLE XXI

TERMINATION

This Condominium may be voluntarily terminated in the manner provided in Section 718.117 of the Condominium Act at any time and, in addition hereto, as provided in Article XV hereof; provided, however, the written consent of all Institutional Mortgagees shall also be required to such termination except as provided in said Article XV hereof. In addition to the said method established in said Article XV, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by members owning at least seventy-five percent (75%) of the undivided interest in the Common Elements, and by all Institutional Mortgagees of Units in the Condominium, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Units of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and, if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

21.1 Right of Developer: As long as the Developer holds title to any Unit, the Condominium may not be terminated without the Developer's prior written consent.

21.2 Condemnation: Upon government authority Taking, by way of condemnation, fifty percent (50%) or more of the Common Elements of the Condominium, the Condominium shall be terminated.

21.3 Agreement: The Condominium may be terminated at any time by the approval, in writing, of all record Unit Owners and all record owners of mortgages on Units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give notice of the proposed termination, and if the approval of the Owners owning not less than ninety percent (90%) of the Percentage Interests in the Common Elements, and of the record owners of all mortgages upon the Units is obtained in writing not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the other Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

21.3.1 Exercise of Option: The option shall be exercised by delivery or mailing by certified mail, to each of the record Unit Owners to be purchased, an Agreement to Purchase, signed by the record Unit Owner(s) of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Unit Owners not approving the termination. Furthermore, said Agreement shall effect a separate contract between each seller and his purchaser.

21.3.2 Price: The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such Agreement, and in the absence of agreement as to price, it shall be determined by commercial real estate appraisers in the same manner as provided in Section 20.3.1.1 above, except that the appraisers shall be three (3) MAI appraisers, one of whom shall be appointed by the seller, one of whom shall be appointed by the purchaser, and one of whom shall be appointed by the other two (2) appraisers, and their determination shall be final, the seller shall be entitled to a judgment of specific performance of the sale. The expense of the appraisals shall be borne equally by the purchaser and seller.

21.3.3 Payment: The Purchase Price shall be paid in cash.

21.3.4 Closing: The sale shall be closed within ten (10) days following the determination of the Purchase Price.

21.4 Certificate: The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and

Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

21.5 Shares of Owners After Termination: After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association, as tenants in common, in undivided shares that shall be the same as the Percentage Interest in the Common Elements appurtenant to the Owner's Units prior to the termination.

21.6 Amendment: This section concerning termination cannot be amended without the consent of all Unit Owners and of all record owners of mortgages upon the Units.

ARTICLE XXII

ASSIGNABILITY OF RIGHTS OF DEVELOPERS

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the nominees, assignees or designees of the Developer.

ARTICLE XXIII

CONDOMINIUM START-UP ASSESSMENT

At the time the Developer sells and closes a Condominium Unit to a purchaser, (purchaser thereby becoming a Unit Owner in the Condominium), the purchaser shall deposit with the Association the amount of three (3) months' assessment, as defined herein. This sum shall be deposited into a condominium start-up fund ("Start-up Fund") for the purpose of initial maintenance, reserves, emergency needs, initial and nonrecurring items, capital expenses, permits licenses, utility deposits and advance premiums for insurance policies and coverage pursuant to this Declaration and the Exhibits attached hereto. If the Developer has paid any of the foregoing expenses or items on behalf of the Association, then any such expenses or items shall be paid to the Developer from the start-up fund. The Start-up Fund may be commingled by the Association with any of its other funds.

ARTICLE XXIV

REMEDIES

24.1 Relief: Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the

following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association, the management firm, or if appropriate, by one or more Unit Owners, and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

- 24.2 Costs and Attorneys' Fees: In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees through all levels of appeal. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to the officers and directors of the Developer or the initial directors of the Association) for any reason whatsoever, including, but not limited to: (1) actions for declaratory judgment; (2) any claim that any of the above have not complied with their obligations under this Declaration and its Exhibits; or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm affiliated companies and individuals connected with the same are the prevailing party or parties, then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from Broward County for the purpose of testifying at trial or depositions; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witnesses may charge the said party in connection with is preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.
- 24.3 No Waiver: The failure of the Association, any management firm, the Developer or Unit Owners to enforce any right, provisions, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or the Rules and Regulations shall no constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.
- 24.4 Rights Cumulative: All rights, remedies and privileges granted to the Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus

exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

- 24.5 Venue: Waiver of Trial by Jury: Every Unit Owner or occupant and all persons claiming any interest in the Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and any management firm do hereby waive the right to trial by jury and consent to the trial by the court without a jury.
- 24.6 Appointment of Agent: Should suit be instituted, the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service or process should, at the time of such service of process, any such person not be residing in Broward County, Florida. The provisions of this Subparagraph 24.6 shall not be applicable to the Developer or any management firm.

ARTICLE XXV

AMENDMENTS REQUIRED BY MORTGAGEES

There shall automatically be incorporated as part of this Declaration and, where applicable, the By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government which holds a first mortgage encumbering the Unit or insures to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration or the By-Laws. Should the governmental agency require an amendment to this Declaration or the By-Laws, then said amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

ARTICLE XXVI

LIMITATION OF LIABILITY

26.1 Limited Liability of Officers and Directors: The Directors of the Board of Directors of the Association ("Directors") and the officers of the Association ("Officers"):

- 26.1.1 Shall not be liable for the failure of any service to be obtained by the Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the Elements or by another Unit Owner or person in the Condominium, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of any building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association;
- 26.1.2 Shall not be liable to the Unit Owners as a result of the performance of their duties for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence;
- 26.1.3 Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or Association in the performance of their duties;
- 26.1.4 Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenant, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Directors' or Officers' own willful misconduct or gross negligence;
- 26.1.5 Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Directors' or Officers' own willful misconduct or gross negligence in the performance of their duties; and
- 26.1.6 Shall have no personal liability arising out of the use, misuse or condition of any building, or which might in any other way be assessed against or imputed to the Directors or Officers as a result of or by virtue of their performance of their duties, except for the Directors' or Officers' own willful misconduct or gross negligence.

26.2 Indemnification: Each Director and Officer, in their capacity as a Director, Officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding in which they may become involved by reason of their being or having been a Director or Officer, or any settlement of any such proceedings, whether or not they are a Director, Officer, or both, at the time such expenses are incurred except in such cases wherein such Director and/or Officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a

settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he or she is then a Director) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit Owner set forth in this Section 27.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectable as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director and/or Officer may be entitled to as a matter of law or agreement or by vote of the Unit Owners or otherwise.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

27.1 No Exemption from Assessments: The Owner of a Condominium Unit may not exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

27.2 Ad Valorem Taxation: The Owners of each and every Condominium Unit shall pay the ad valorem taxes for same with the Property Appraiser of Broward County, or such other legally authorized governmental authority or officer as may from time to time have jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the evaluations herein prescribed. Each Unit Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his Condominium Unit.

For the purposes of ad valorem taxation, the interests of each Unit Owner of a Condominium Unit and in the "Common Elements," shall be considered as one taxable Unit. The value of such taxable Unit shall be determined by dividing the value of the entire Condominium, including land and improvements, by the percentage that has been assigned to said Condominium Unit as set forth in this Declaration. The total of all of said percentages equals one hundred percent (100%) of the value of all of the land and improvements thereon.

27.3 Covenants Run With the Land: All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be construed to be covenants running with the land and of every party thereof and interest therein including, but not limited to, every unit and the appurtenances thereof, and shall be binding on every Unit Owner and claimant of the Condominium Property or any part thereof, or of any interest therein, and his heirs, personal representatives, successors and assigns.

27.4 Severability: If any provisions of this Declaration of Condominium and the Exhibits attached hereto or of the Condominium Act or any section, sentence, phrase or words, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Exhibits attached thereto, 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.

27.5 Notices: Whenever notices are required to be sent hereunder, the same shall be delivered to the Unit Owners by mail, addressed to such Unit Owners, at their principal place of business on the Condominium Property, unless the Unit Owner has, by prior written notice duly received for, specified a different address for such purpose. Proof of such mailing by the Association shall be given by an Affidavit of the person mailing said notices. Notice to the Association shall be delivered by mail to the office of the Association at 1215 E. Hillsboro Blvd., Deerfield Beach, FL 33441. Notices to the Developer shall be delivered by mail to the office of the Developer at 1215 E. Hillsboro Blvd., Deerfield Beach, FL 33441. All notices shall be deemed given and received on the first mail delivery date of the U.S. Post Office following the date of the mailing address by written notice duly received for. Notices required to be given to the personal representative of a deceased Owner, or devisee when there is no personal representative, shall be delivered by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered. The change of mailing address of any party to this Declaration of the Condominium shall not require any amendment to this Declaration.

27.6 Gender, Singular and Plural: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and of the plural shall include the singular. The provisions of the Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

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

27.8 Institutional First Mortgages: Where an Institutional First Mortgage by some circumstances fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and the Exhibits annexed hereto, be deemed to be an Institutional First Mortgage.

27.9 No Warranties: The Developer specifically disclaims making or intending to have made any warranty or representation in connection with the Condominium Property or the Condominium Documents, except as specifically set forth herein or in the Florida Condominium Act, and no person shall rely upon any warranty or representation not so specifically made.

27.10 No Time-Share Estates: No time-share estates shall be, will or may be created with respect to Units in this Condominium.

27.11 These Documents Control: Notwithstanding the fact that the present provisions of the Condominium Act of the state of Florida are incorporated by reference herein, the provisions of this Declaration and of the Exhibits hereto shall be paramount where permissive variances are permitted.

27.12 No Partition: No Unit Owner shall bring, or have any right to bring, any act of partition or for division of the Condominium Property.

27.13 Controlling Law: This Declaration of Condominium and the Exhibits thereto shall be interpreted under the laws of the state of Florida. The venue of any litigation arising herefrom, including appellate proceedings, shall be Broward County, Florida.

27.14 Interpretation: The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

27.15 Mortgages: The Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

27.16 Exhibits: There are hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be a part of the Declaration.

27.17 Signature of President and Secretary: Wherever the signature of the President of the Association is required hereunder, the signature of a vice president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two (2) separate capacities.

27.18 Waiver: No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violation or breaches which may occur.

27.19 Ratification: Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles of Incorporation and the By-Laws, and applicable rules and regulations of the Association, are fair and reasonable in all material respects.

27.20 Matters to Which Title is Subject: The Condominium Property is subject to: (i) conditions, limitations, restrictions, reservations and easements of record; (ii) taxes and assessments for the year in which the Declaration is recorded and all subsequent years; (iii) applicable zoning and subdivision ordinances; and (iv) any right of the United States of America, State of Florida or any governmental agency in and to any land filled in over formerly navigable waters.

27.21 Legal Proceedings: In any action or proceeding between the Association and a Unit Owner or Unit Owners, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs and expenses of litigation, including appeals.

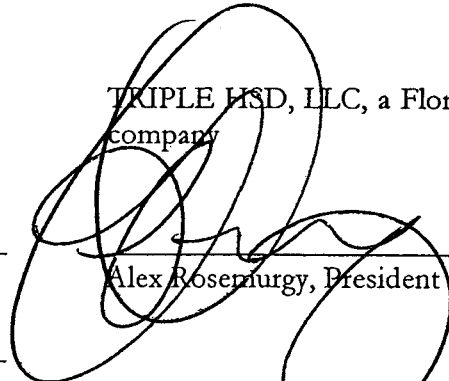
27.22 Conflicts: In the event of conflict between the Condominium Documents, the Declaration shall take precedence over the Articles, By-Laws and applicable rules and regulations; the Articles shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations.

IN WITNESS WHEREOF, Triple HSD, LLC, a Florida limited liability company, has caused these presents to be signed in its name by its General Partner on the date, month and year aforesaid.

Signed, sealed and delivered

TRIPLE HSD, LLC, a Florida limited liability company

Frank Spigge
Witness as to


Alex Rosenfurgy, President

Bonnie Hunter
Witness as to

Joan Maurer
Witness as to

ATTEST:

Bill Niemann
Bill Niemann, Secretary

Arlene Savinelli
Witness as to

Joinder & Consent of Mortgagee

The undersigned, being the owner and holder (the "mortgagee") of that certain Mortgage and Security Agreement dated _____ and recorded _____ in Official Records Book _____, Page _____ of the Public Records of Palm Beach County, Florida (the "Mortgage"), hereby executes this Joinder and Consent of Mortgagee and joins in and consents to the recordation of the foregoing Declaration of Condominium of DUVAL COURT PROFESSIONAL CENTRE - Phase I, a Condominium (the "Declaration").

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as participation in the development of DUVAL COURT PROFESSIONAL CENTRE - PHASE I, a Condominium (the "Condominium"), and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration, or the other documents issued in connection with formation and sale of the Condominium. None of the representations contained in the Condominium documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This Joinder and Consent is limited to the purposes and requirements of Section 718.04, Florida Statutes, and does not affect or impair the rights and remedies of the Mortgagee as set forth in the Mortgage or in the Declaration.

IN WITNESS WHEREOF, Mortgagee has executed this Joinder and Consent of Mortgagee on _____, 2005.

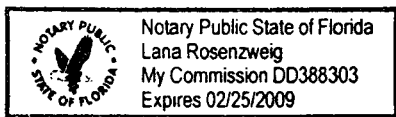
First United Bank

By: [Signature]
Name: JULITA L HOWARD
Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Julita L. Howard, to me well known to be the SVP of First United Bank, on behalf of the Bank, and he acknowledged before me that he executed such instrument as such officer of said Bank, and that the seal affixed thereto is the corporate seal of said Bank, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Bank.

WITNESS my hand and seal at the County and State aforesaid this 16 day of November, 2005.



[Signature]
NOTARY PUBLIC

My Commission Expires:

Print name of Notary

LIST OF EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B – ARTICLES OF INCORPORATION FOR ASSOCIATION

EXHIBIT C – PERCENTAGES OF INTEREST/ASSESSMENT SHARE

EXHIBIT D – BYLAWS OF THE ASSOCIATION

EXHIBIT E – SURVEY EXHIBITS

EXHIBIT F – SIGNAGE

EXHIBIT G – CONVERSION REPORT

EXHIBIT H – PEST INSPECTION REPORT

Exhibit A

Legal Description

Block 2, SPIRRISON'S SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 64, Page 35, Public Records of Broward County, Florida.

EXHIBIT B

ARTICLES OF INCOPORATION FOR ASSOCIATION

Certificate of Status

I certify from the records of this office that DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed electronically on April 08, 2005, effective April 08, 2005.

The document number of this corporation is N05000003648.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 050411101733-600050254696#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eleventh day of April, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed electronically on April 08, 2005 effective April 08, 2005, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000003648.

Authentication Code: 050411101733-600050254696#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eleventh day of April, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

**Electronic Articles of Incorporation
For**

N05000003648
FILED
April 08, 2005
Sec. Of State
Ipoole

DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM
ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM
ASSOCIATION, INC.

Article II

The principal place of business address:

1215 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL. 33441

The mailing address of the corporation is:

1215 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL. 33441

Article III

The specific purpose for which this corporation is organized is:

CONDOMINIUM ASSOCIATION

Article IV

The manner in which directors are elected or appointed is:

AS STATED IN THE BYLAWS

Article V

The name and Florida street address of the registered agent is:

BEIGHLEY & MYRICK, P.A.
1255 W ATLANTIC BLVD STE 314
POMPANO BEACH, FL. 33069

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: EDWARD L. MYRICK, JR.

N05000003648
FILED
April 08, 2005
Sec. Of State
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Article VI

The name and address of the incorporator is:

BRUCE CAMPBELL
1215 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Incorporator Signature: BRUCE CAMPBELL

Article VII

The effective date for this corporation shall be:

04/08/2005

AMENDED
ARTICLES OF INCORPORATION OF

DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM
ASSOCIATION, INC.
(A Florida corporation not for profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned do hereby make, subscribe and certify that they have voluntarily associated themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, as amended, and do certify as follows:

ARTICLE I
NAME

The name of the corporation shall be DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association shall be at 1215 E. Hillsboro Boulevard, Deerfield Beach, FL 33441.

ARTICLE III
REGISTERED AGENT AND REGISTERED OFFICE

Beighley & Myrick, P.A., is hereby appointed the initial registered agent of this Association, and its address is 1255 W. Atlantic Boulevard, Suite 314, Pompano Beach, Florida 33069. The initial registered office of the Association shall be 1215 E. Hillsboro Boulevard, Deerfield Beach, Florida 33441.

ARTICLE IV
PURPOSE

The purpose for which the Corporation is organized is to provide an entity pursuant to the Condominium Act, Florida, Chapter 718, as amended, for the operation of a condominium to be known as DUVAL COURT PROFESSIONAL CENTRE - PHASE I, a condominium, which is located in Broward County, Florida. The terms "Condominium" and "Declaration of Condominium" as used in these Articles of Incorporation, shall refer to DUVAL COURT PROFESSIONAL CENTRE - PHASE I, a condominium. The Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution to income to its Directors, or Officers,

and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Condominium and to promote health, safety, and welfare of the residents within the Condominium.

ARTICLE V POWERS

The powers of the Association shall include and be governed by the following provisions:

5.1 The Association shall have all of the common law statutory powers of a corporation not for profit under Florida law that are not in conflict with the terms of these Articles, the Declaration, the By-Laws or the Florida Condominium Act, as amended from time to time.

5.2 The Association shall have all of the powers and duties set forth in the Florida Condominium Act, as more particularly described in these Articles, the Declaration of Condominium and its Exhibits, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

- (i) To fix, levy, collect and enforce payment by any lawful means all charges or assessments against members to pay the costs, expenses and losses of the Condominium pursuant to the terms of the declaration;
- (ii) To use the proceeds of assessments in the exercise of its powers and duties;
- (iii) To acquire (by gift, purchase or otherwise), hold, build upon, maintain, repair, replace, operate, convey, demise, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the operation of the Association;
- (iv) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members;
- (v) To reconstruct improvements after casualty and make further improvements to the property;
- (vi) To make and amend reasonable Rules and Regulations and to amend the Declaration of Condominium and any of its exhibits respecting the use of the property in the; provided, however, that all such amendments to the Rules and Regulations shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors, before such shall become effective, and all amendments to the Declaration of Condominium

and any of its exhibits shall be approved in the manner specified in these Articles of Incorporation, By-Laws and Declaration of Condominium, before such amendments shall become effective;

- (vii) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the property in the Condominium;
- (viii) To contract for the management of the Condominium;
- (ix) To contract for the management or operation of those portions of the Common Elements susceptible to separate management or operation, and to lease such portions;
- (x) To employ personnel to perform the services necessary for proper operation of the Condominium;
- (xi) To borrow money, and with the assent of seventy-five percent (75%) of the votes of the entire membership, sell, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts; and
- (xii) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose, or annex additional residential property and Common Areas provided that such merger, consolidation, or annexations have the assent of seventy-five percent (75%) of the votes of the entire membership.

5.3 All funds and the titles of all properties owned by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and By-Laws.

5.4 The powers of the Corporation shall be subject to, and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE VI MEMBERS

6.1 The members of the Association shall consist of only those persons who are record owners of Units in the Condominium, and after termination of the Condominium, shall consist of those who are members at the time of such termination, their successors, assigns, and/or trustees.

6.2 A change of membership in the Association shall be evidenced by recording in the Public Records of Broward County, Florida, a deed or other instrument of like style and form, and the delivery to the Association of a copy of such. The owners designated by

such instrument thus become members of the Association, and the membership of the prior owner shall be terminated.

6.3 Membership shall be appurtenant to and may not be separate from ownership of any Unit which is subject to control by the Association.

ARTICLE VII VOTING RIGHTS

The owner of a Unit shall be entitled to the member of votes allocated to the Unit in accordance with the Declaration of Condominium of Duval Court Professional Centre. When more than one (1) person holds an interest in any Unit, the vote for such Unit shall be exercised as they may themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE VIII DIRECTORS

8.1 The number of persons constituting the Board of Directors shall be four (4).

8.2 The names and addresses of the persons who are to serve as directors on the first Board of Directors (the "First Board") until the first election of their respective successors in accordance with the Article X are as follows:

<u>Names</u>	<u>Addresses</u>
ALEX ROSEMURGY	1215 E. Hillsboro Blvd. Deerfield Beach, FL 33441
A. JOHN TIGHT	1215 E. Hillsboro Blvd. Deerfield Beach, FL 33441
BILL NIEMANN	1215 E. Hillsboro Blvd. Deerfield Beach, FL 33441
WILLIAM CAMPBELL, III	1215 E. Hillsboro Blvd. Deerfield Beach, FL 33441

8.3 The First Board shall serve until the earliest to occur of the following events:

- (i) The Developer sends to the Association and to each member a written notice that Developer voluntarily relinquishes its right to continue to designate any of the Board of Directors of the Association; or
- (ii) Developer no longer holds for sale in the ordinary course of business at least five percent (5%) of the Units.

8.4 Developer reserves the right to designate and elect successor directors to serve on the First Board upon the resignation or removal of directors from the First Board or upon the election of the First Board at annual meetings of the Members of the Association for so long as the First Board is to serve; provided, however, the Members of the Association other than Developer shall have such right of designation and election to the extent set forth in Section 8.5 and 8.6 immediately following.

8.5 The Members of the Association other than Developer shall have the right to elect one (1) member of the First Board after such Members of the Association own fifteen (15%) percent of the Units.

8.6 The Members of the Association other than Developer shall have the right to elect two (2) members of the First Board following the earliest to occur of the following events (the "Turnover Date"):

- (i) One year after fifty percent (50%) of the Units have been conveyed by Developer;
- (ii) Three (3) months after ninety percent (90%) of the Units have been conveyed by Developer; or
- (iii) When some of the Units have been conveyed by Developer, and none of the others are being offered for sale by the Developer in the ordinary course of business.

8.7 Upon the occurrence of an event giving rise to the right of the Members of the Association other than Developer to elect a member of the First Board under Paragraph 8.5 and 8.6 above, or upon the right of the Members of the Association to elect the entire Board upon the termination of the First Board, the Members shall elect such directors at a special meeting called by the board for such purpose. Notice of such meeting shall be forwarded to all Members of the Association within sixty (60) days after Members are so entitled to elect such directors and the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The term of any member of the First Board who has been elected by Members of the Association shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified.

8.8 After the termination of the First Board, the Board shall serve until the next annual meeting of the Members of the Association, whereupon the Members shall elect all of the directors to serve on the Board in accordance with the By-Laws of the Association, and the Board shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified.

ARTICLE IX OFFICERS

The affairs of the Association shall be administered by those officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the Corporation's annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names of those officers who shall serve

until their successors are designated by the Board of Directors following the first annual meeting of the members are as follows:

ALEX ROSEMURGY	PRESIDENT
A. JOHN TIGHT	VICE PRESIDENT
BILL NIEMANN	SECRETARY
WILLIAM CAMPBELL, III	TREASURER

ARTICLE X INDEMNIFICATION

Every Director, Officer and employee of the Association shall be indemnified by the Association against all expenses and liability, including legal fees, reasonably incurred by or upon him in connection with any proceeding whether civil, administrative or investigative, to which may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association whether or not he is a Director or Officer at the time such expenses are incurred, if he acted in good faith and in manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was criminal except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance in the performance of his duty to the Association. Provided, however, that, in the event of a settlement this right of indemnification will only apply if the Board of Directors approve such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, all of the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those forth in the Declaration by which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, dedicated, and assigned to any nonprofit corporation, association, or other organization to be devoted to purposes as similar as is practically possible to those to which they are required to be performed by the Association.

ARTICLE XII DURATION

The Association shall exist perpetually.

ARTICLE XII BY-LAWS

The first By-Laws of the Association shall be made and adopted by the Board of Directors named herein, and thereafter may be altered, changed or rescinded in the manner provided in the By-Laws.

ARTICLE XIV AMENDMENTS

4.1 Prior to the conveyance by Developer of a Unit, these Articles may be amended only by an instrument in writing signed by all of the Incorporator Members and filed in the Office of the Secretary of State of the State of Florida.

4.2 After the conveyance by Developer of a Unit, these Articles may be amended in the following manner:

An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or the Membership) at which time such proposed amendment by either the Board or the Members, to the other of said bodies. Approval by the Members must be a vote a members owning three-fourths (3/4) or more of the Units represented at a meeting of the Members at which a quorum is present and approval by the Board must be by three-fourths (3/4) of the directors present at a meeting of the directors at which a quorum is present.

4.3 Notwithstanding any provision of this Article XIV to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Documents, as the same may be amended from time to time in accordance with the respective provisions hereof.

Any instrument amending the Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each of such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public records of Broward County, Florida.

ARTICLE XV SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is as follows:

BRUCE CAMPBELL, 1214 E. Hillsboro Blvd., Deerfield Beach, FL 33441

IN WITNESS WHEREOF, the undersigned has subscribed his name and seal to the Articles of Incorporation of DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.



BRUCE CAMPBELL

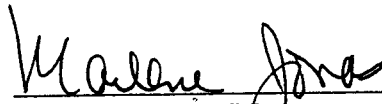
Dated: September 15, 2005

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Bruce Campbell, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 10 day of November 2005.



NOTARY PUBLIC

My Commission Expires: _____



Marlene Jonas
Commission # DD388463
Expires March 19, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST:

DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 1215 E. HILLSBORO BLVD., DEERFIELD BEACH, FL 33441, STATE OF FLORIDA, HAS NAMED BEIGHLEY & MYRICK, P.A., 1255 W. ATLANTIC BLVD., STE. 314, POMPANO BEACH, FL 33069, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE.



ALEX ROSEMURGY, PRESIDENT

DATED: 11-10-05

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATION, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES APPLICABLE TO THE PROPERTY AND TO COMPLETE PERFORMANCE OF MY DUTIES.

BEIGHLEY & MYRICK, P.A.

EDWARD L. MYRICK, JR., VP

DATED: _____

EXHIBIT "C"
 DECLARATION OF CONDOMINIUM
 OF
 DUVAL COURT PROFESSIONAL CENTRE - PHASE I

Assessment Shares; Undivided Shares in Common Elements; Undivided Shares in Common Expenses and Common Surplus; Undivided Shares in Building Expenses; and Voting Rights

	Percentage of Building Expense	Percentage of Common Expenses; Undivided In Common Elements and Surplus	Voting Rights [Number of Votes]
PHASE I			
Unit 1	14.75%	6.27%	14.75
Unit 2	10.26%	4.36%	10.26
Unit 3	24.99%	10.63%	24.99
Unit 4	25.01%	10.63%	25.01
Unit 5	24.99%	10.63%	24.99
	100%	42.52%	100

EXHIBIT "D"

BY-LAWS OF THE DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC.

Section 1. *Identification of Corporation*

These are the By-Laws of the Duval Court Professional Centre, a Condominium Association, Inc., (the "Corporation") as duly adopted by its Board of Directors (the "Board"). The Corporation is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The Office of the Corporation shall be for the present at 1215 e. Hillsboro Blvd., Deerfield Beach, FL 33441, and thereafter may be located at any place in Broward County, Florida (the "County"), designated by the Board.

1.2 The fiscal year of the Corporation shall be January 1 until December 31 or as otherwise determined by the Board.

1.3 The seal of the Corporation shall bear the name of the Corporation, the word "Florida" and the words "Corporation Not-for-Profit."

Section 2. *Explanation of Terminology*

The terms defined in the Articles of Incorporation of the Corporation (the "Articles") as well as in the Declaration (as defined in the Articles) are incorporated herein by reference.

Section 3. *Membership; Members Meetings; Voting and Proxies*

3.1 The qualification of Members, the manner of their admission to membership in the Corporation and the termination of such membership and the voting by Members shall be set forth in the Articles.

3.2 The Members shall meet annually (the Annual Members' Meeting). The Annual Members' Meeting shall be held at the office of the Corporation or at such other place in the County as the Board may determine and designate in the notice of such meeting at 9:00 A.M., local time, between January 1 and March 31 of each year, consistent with the provisions of the Condominium Documents, as determined by the Board, commencing with the year 2006; provided, however, that the Board may determine to change the date of subsequent Annual Members' Meetings so long as the Annual Members' Meeting for any year shall not be held later than thirteen (13) months after the last preceding Annual Members' Meeting. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect Members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. Further, a special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote, either in person or by proxy, at least one-third (1/3) of the total number of votes entitled to be cast by Members.

3.4 A written notice of all Members, meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member and Developer at their last known address as they appear on the books of the Corporation and shall be mailed to the said address not less than thirty (30) days nor more than fifty-five (55) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. All notices shall be signed by an officer of the Corporation or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by the person entitled to receive such notice by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the parties entitled to receive notice of meetings or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Declaration of Condominium and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by or on behalf of Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Corporation.

3.6 (a) A quorum of the Members shall consist of persons entitled to cast a majority of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote rather than the majority vote of a quorum is required by express provision of the Condominium Documents, than such express provision shall govern and control the required vote on the decision of such question.

3.7 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.8 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.9 Voting rights of Members shall be stated in the Articles which respect to the election of all Boards other than the First Board. Such votes may be cast in person or by proxy. Proxy is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for particular Meeting designated therein and, if so stated in the Proxy, and any adjournments thereof. A Proxy must be filed with the Secretary of the Corporation before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 The voting on any matter at a Meeting shall be by secret ballot upon request of any Member at such meeting and entitled to be cast on such matter is such request is made prior to the vote in question. The presiding officer (the Chairperson) of the Meeting shall call for nominations for Inspectors of election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. *Board of Directors; Directors' Meetings*

4.1 The business and administration of the Corporation shall be by its Board of Directors.

4.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3 Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of Director of the Corporation.

4.4 Subject to Section 4.6 below and to Developer's rights as set forth in the Articles and as set forth in Section 4.6(c) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Members' Meeting and shall serve for the term prescribed in Section 4.5 of these By-Laws.

4.5 The term of the Director's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided in the Articles or herein.

4.6 (a) A Director elected by the members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members at a meeting for any reason deemed by the Members to be in the best interests of the Corporation. A Meeting to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.6 hereof, upon the written request of any of the Members. However, before any Director is removed from office, he shall be notified in writing prior to

the Meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such Meeting should he be present prior to the vote on his removal.

(b) Members shall elect, at a Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Members in accordance with Section 4.6(a) above.

(c) A Director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Directors designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it and Developer shall notify the Board of the name of the respective successor Director and the commencement date for the term of such successor Director.

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

4.8 Regular meetings of the Board may be held at such times and places in the County as shall as be determined from time to time by a majority of Directors. Special meetings of the Board may be called by the Secretary at the written request of at one-half (1/2) of the Directors. Such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.9 Notice of time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.10 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum is present. At any meeting that takes place on account of a previous adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.11 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their numbers to preside.

4.12 Directors' fees, if any, shall be determined by the Members.

4.13 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.14 The Board shall have the power to appoint an Executive Committee(s) of the Board consisting of not less than one-half (1/2) of the Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.15 Meetings of the Board may be open to all Members. The Board may also hold closed meetings.

4.16 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

Section 5. *Powers and Duties of the Board of Directors*

All of the powers and duties of the Corporation shall be exercised by the Board. Such powers and duties of the board shall include, but not limited to, all powers and duties set forth in the Condominium Documents, as well as all of the powers and duties of director or Director of a corporation not-for-profit.

Section 6. *Officers of the Corporation*

6.1 Executive Officers of the Corporation shall be the President, the Vice President, a Treasurer, and a Secretary, all of whom shall be Directors and elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Corporation. One person may hold any two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of the President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Corporation. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such committees at such times from among the members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Corporation. If in attendance, the President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Corporation and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Corporation, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Corporation as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Corporation, including funds, securities, and evidence of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Corporation in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Corporation shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Corporation or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of the Condominium.

Section 7. *Accounting Records, Fiscal Management*

7.1 The Corporation shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Developer, Members and Institutional Mortgagees or their respective authorized representative's reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the inspection.

7.2 After the termination of the Initial Period described in the Declaration, the Board shall adopt a budget (as provided for in the Declaration) of the anticipated Operating Expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board (Budget Meeting) called for that purpose to be held during the last two weeks of October of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days from the expiration of the Initial Period for purposes of adopting a Budget for the remainder of the calendar year during which the Initial Period expires. Prior to the Budget Meeting, a proposed Budget for the

Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Developer and each Member at the last known address as shown on the books and records of the Association, and the Budget Meeting shall be open to all Members. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Operating Expenses.

7.3 In administering the finances of the Corporation, the following procedures shall govern: (i) the fiscal year shall be January 1, until December 31 or as otherwise determined by the Board; (ii) any monies received by the Corporation in any fiscal year may be used by the Corporation to pay expenses incurred in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any one fiscal year for Operating Expenses which cover more than such fiscal year; (iv) Assessments shall be made monthly, or as otherwise determined by the Board, in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses, previously incurred; (v) items of Operating Expenses incurred in the fiscal year shall be charged against income for the same fiscal year regardless of when the bill for such expenses is received; and (vi) any reimbursements received by the Corporation for expenditures made by Developer for the costs of initiating utility services for any portion of the Condominium, whether in cash or by credit, shall be given to Developer by the Corporation upon receipt thereof. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments of any of the foregoing shall be a sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred.

7.4 Assessments shall be payable as provided for in the Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the Assessment.

7.6 The depository of the Corporation shall be such banks as shall be designated from time to time by the Board in which the monies of the Corporation shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7 A report of the accounts of the Corporation shall be made annually by an auditor, accountant, or Certified Public Account and a copy of the report shall be furnished to Developer and each Member on no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the above named parties upon its delivery or mailing to the above named parties shown on the records of the Corporation at their last known addresses as shown on the records of the Corporation.

Section 8. *Rules and Regulations*

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of the Condominium Property, provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Condominium Documents. Copies of any rules and regulations promulgated, amended, or rescinded shall be mailed or delivered to Developer and to each owner and shall not take effect until forty-eight (48) hours after such delivery or mailing.

Section 9. *Parliamentary Rules*

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Corporation and the Board; provided, however, if such rules and order are in conflict with any of the Condominium Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 10. *Amendments of By-Laws*

10.1 These By-Laws may be amended as hereinafter set forth in this Section 10.

10.2 After the Corporation Turnover Date, any By-Law of the Corporation may be amended or repealed, and any new By-Law of the Corporation may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these By-Laws provided that the Directors shall not have any authority to adopt or amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

10.3 Notwithstanding any of the foregoing provisions of this Section 10 to the contrary, until the Corporation Turnover Date, all amendments or modifications to these By-Laws and adoption or repeal of By-Laws shall only be made by action of the First Board as described in the Articles which First Board shall have the power to amend, modify, adopt, and repeal any By-Laws without the requirement of any consent or approval or vote of the Members.

10.4 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify, or affect any provisions, terms, conditions, rights or obligations set forth in any other of the

Condominium Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Developer or of an Institutional Mortgagee without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

10.5 Any instrument amending, modifying, repealing, or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment, or addition or the provisions repealed. A copy of each such amendment, modification, repeal, or addition certified to by the Secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of the County.

Section 11. *Conflict*

In the event of a conflict between the provisions of these By-Laws and the provisions of the Declaration, the provisions of the declaration shall prevail. In the event of a conflict between the provisions of these By-Laws and the provisions of the Articles, the provisions of the Articles shall prevail.

Section 12. *Mailing*

Notices and other mailings required to be furnished pursuant to these By-Laws shall be deemed to be mailed or furnished to the party entitled to receive same according to these By-Laws and the records of the Corporation upon its delivery or mailing to such at his last known address as shown on the records of the Corporation.

The foregoing By-Laws of the Duval Court Professional Centre, a Condominium Association, Inc., are hereby adopted by all of the Directors of the Duval Court Professional Centre Condominium Association, Inc., as said constituting the Board of Directors of said Corporation this 10th day of November 2005.



Alex Rosemurgy



A. John Tight



Bill Niemann



William Campbell, III

EXHIBIT "E"

CERTIFICATE OF SURVEYOR


DUVAL COURT PROFESSIONAL CENTRE, A CONDOMINIUM ASSOCIATION, INC.

I, MICHAEL G. PURMORT, of Broward County, Florida do hereby certify that:

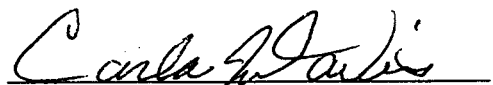
- 1. I am duly licensed and duly registered land surveyor authorized to engage in the practice of land surveying in the State of Florida as Registered Land Surveyor No. 2720, with an office located at 843 S.E. 8th Avenue, Deerfield Beach, Florida.
- 2. The construction of the improvements of the Duval Court Professional Centre - Phase I, a Condominium, are substantially complete so that the attached survey, site plan and graphic description, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials, including the attached sit plan and survey.

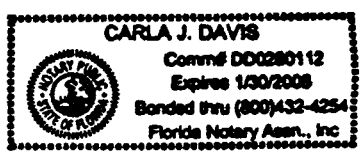
Dated: 11/10/05

DAVIS & PURMORT, INC.

By: 
 Michael G. Purmort
 Registered Land Surveyor
 Certificate Reg. No. 2720
 State of Florida

SWORN TO AND SUBSCRIBED before me this 10th day of November 2005.

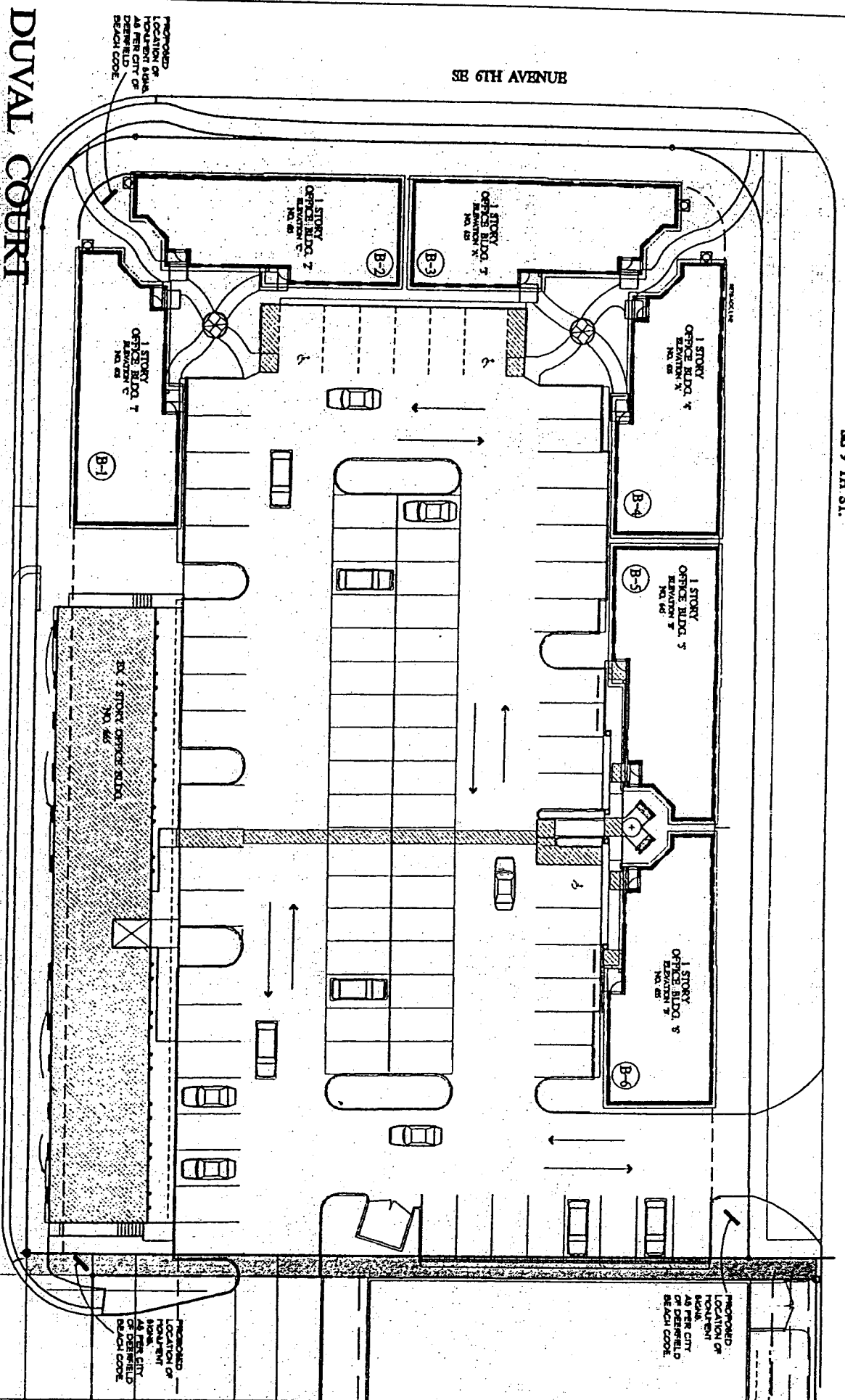

 Notary Public, State of Florida
Carla J. Davis
 Printed Name of Notary



**DUVAL COURT
PROFESSIONAL
CENTRE**

NE CORNER OF
10TH ST. AND 6TH AV.
DEERFIELD BEACH, FL.

SE 10TH ST.

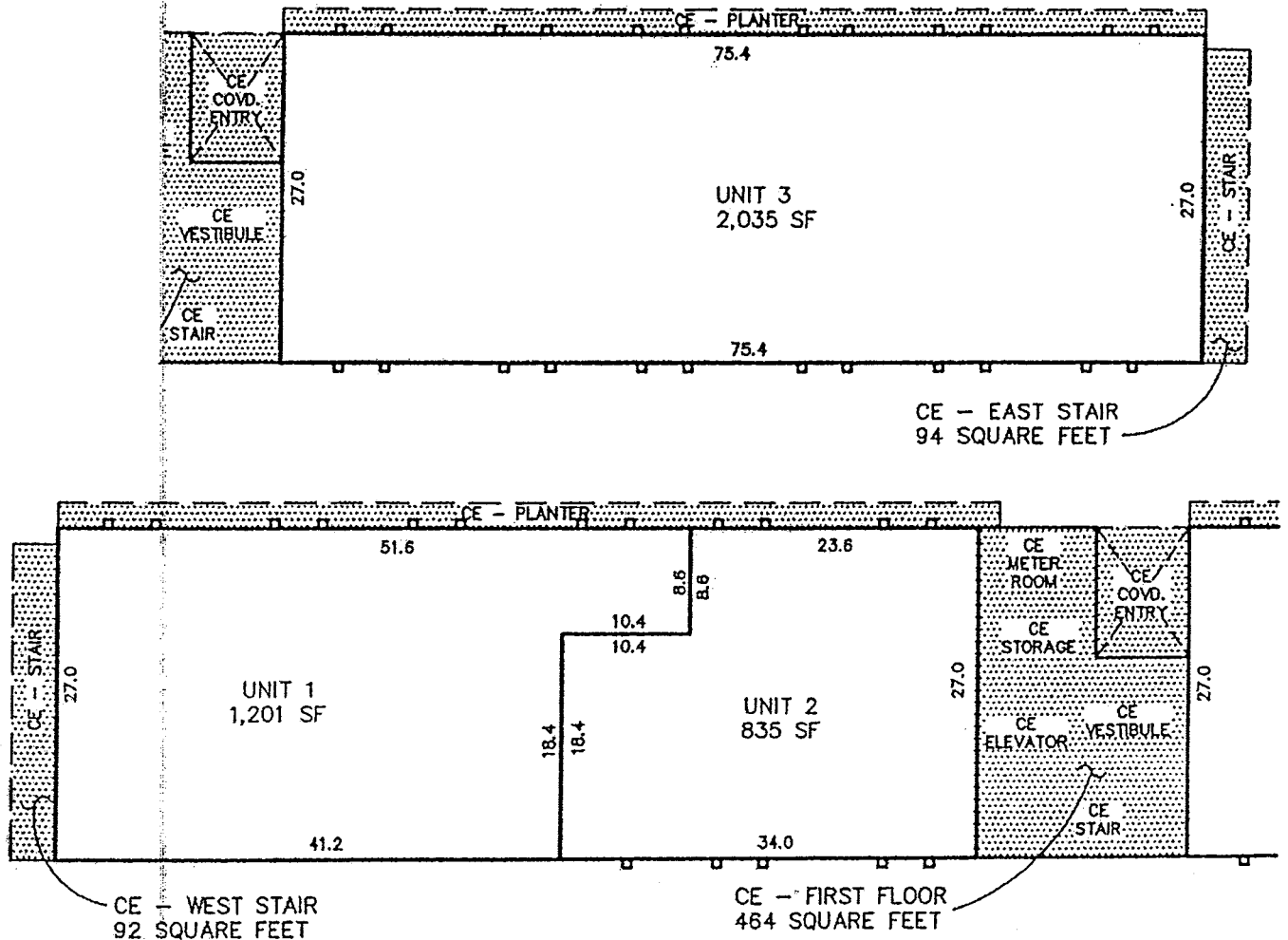


SE 6TH AVENUE

SE 9 TH ST.

FOR TRIPLE HSD
HEAD CONSTRUCTION
BOCA RATON, FL.

DUVAL CENTER - PHASE I A CONDOMINIUM



GRAPHIC SCALE



(IN FEET)

1 inch = 15 ft.

CONDO DOC. LEGEND:

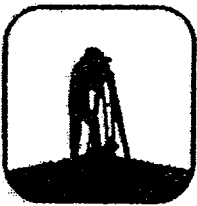
CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT

= CE = COMMON ELEMENT

= UNIT BOUNDARY

CE SQUARE FOOTAGE FOR 1ST AND
2ND FLOORS = 1,114 SQUARE FEET.

AGS/CONDO/DUVAL

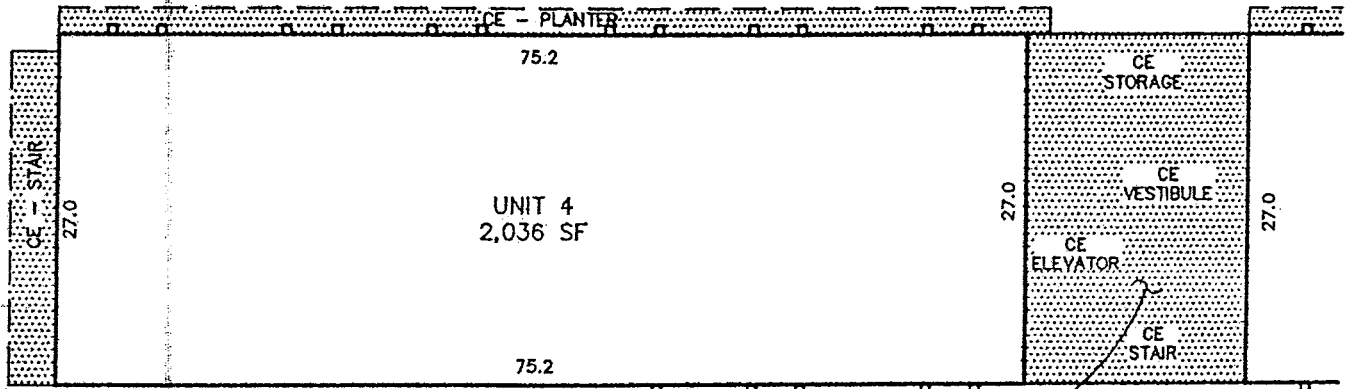
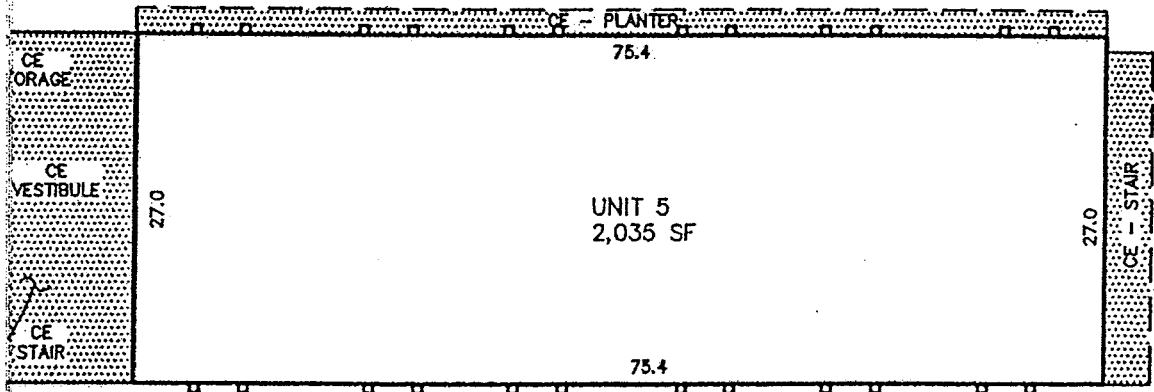


PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

FIRST FLOOR EAST & WEST

DRAWN BY:	AGS
CHECKED BY:	MGP
DATE:	08/04/05
JOB NO:	05-1054
F.B./PG.	N/A
SHEET NO.	1 OF 2

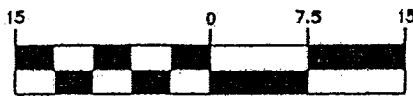
DUVAL CENTER - PHASE I A CONDOMINIUM



CE - SECOND FLOOR
444 SQUARE FEET



GRAPHIC SCALE



(IN FEET)

1 inch = 15 ft.

CONDO DOC. LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT



- CE = COMMON ELEMENT

— UNIT BOUNDARY

CE SQUARE FOOTAGE FOR 1ST AND 2ND FLOORS = 1,114 SQUARE FEET.

AGS/CONDO/DUVAL



PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

SECOND FLOOR EAST & WEST

DRAWN BY:	AGS
CHECKED BY:	MGP
DATE:	08/04/05
JOB NO:	05-1054
F.B./PG.	N/A
SHEET NO.	1 OF 2

EXHIBIT "F"

BUILDING SIGNAGE PLAN

Duval Court Professional Centre Condominium Association, Inc.

To ensure compliance with the following criteria, all plans must be submitted to Condominium Association for approval prior to fabrication or installment of signage.

1. All signs must be approved by the appropriate government agency.
2. Sign wording shall be restricted to name of business.

EXHIBIT G
PHASE I CONVERSION REPORT

DUVAL COURT

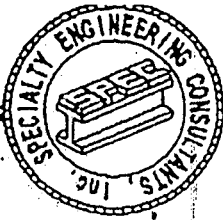
FEDERAL HIGHWAY & 10TH STREET
DEERFIELD BEACH, FL

COMMERCIAL CONDOMINIUM CONVERSION REPORT

July 21, 2005

Prepared for: Triple HSD, Inc.
1215 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

Prepared by: Specialty Engineering Consultants, Inc.
1599 SW 30th Avenue, Suite #2
Boynton Beach, FL 33426



July 21, 2005

Mr. Bruce Campbell
Triple HSD, Inc
1215 East Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: DUVAL COURT
FEDERAL HWY & 10TH ST, DEERFIELD BEACH, FLORIDA

COMMERCIAL CONDOMINIUM CONVERSION DISCLOSURE REPORT

Dear Mr. Campbell:

Pursuant to your request, Wednesday, April 27, 2005, we provided the professional engineering services required to evaluate the condition of the major building and site systems at the Duval Court Office Building in Deerfield Beach Florida. The study for the subject office building has been performed in order to determine the components estimated useful life, estimated replacement costs and contributions that would be required for the deferred maintenance reserve accounts as required by Florida Statute 718.616(3) (a & b) when performing a condominium conversion.

The comments, conclusions and recommendations presented are the professional opinion of Specialty Engineering Consultants, Inc. This report is intended for the exclusive use of Triple HSD, and their representatives. No warranty, expressed or implied, is made.

We trust you will find the information contained herein helpful and should you have any questions regarding this matter, please do not hesitate to call on us.

Respectfully submitted,
SPECIALTY ENGINEERING CONSULTANTS, INC.

Kurt A. Johnson, EI, CI
Partner

D. Mark LeBlanc, PE, CI
Partner
State of Fla. Reg. Prof. Eng. # 35683

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	3. Fireproofing and Fire Protection Systems	
	4. Elevators	
	5. Heating & Cooling Systems	
	6. Plumbing Systems	
	7. Electrical Systems	
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A. Statement of Documentation

Specialty Engineering Consultants, Inc. has completed a Commercial Condominium Conversion Report of the subject property, 665 SE 10th Street in Deerfield Beach, Florida.

The report was performed at the request of Mr. Bruce Campbell of Triple HSD (Client) using professional engineering methods and procedures consistent with good commercial and customary practice pursuant to the State of Florida Statutes 718.616 and 718.618 regarding the disclosure of conditions and estimates of replacement costs. Specialty Engineering Consultants, Inc. reference to "Client" is defined as the party that retains Specialty Engineering Consultants, Inc. for the preparation of the assessment of the subject property.

This report is exclusively not for the use and benefit of, nor may it be relied upon by, any third party or entity, without the advance written consent of Specialty Engineering Consultants, Inc.

Triple HSD acknowledges that this report development in no way is to be construed as a guarantee that all existing components at the Duval Court Office Building will be noted, but is our attempt to report on the noticeable conditions apparent during our limited, visual examination of the structures, utilizing non-destructive techniques.

Specialty Engineering Consultants, Inc. assumes no responsibility or liability for the accuracy of information contained in this report that may have been provided by Mr. Bruce Campbell and/or his representatives. The conclusions presented herein represent Specialty Engineering Consultants, Inc. professional opinion based upon information obtained during the course of this assignment. Specifically excluded from our conclusions are opinions regarding the design integrity, structural soundness, environmental analyses, definitive or actual value of the property, nor a detailed site inspection. The conclusions presented within this report are based on the data provided, observations made, and conditions that existed specifically on the date of the assessment.

This report was prepared acknowledging Specialty Engineering's professional engineering opinions as to such issues as good construction workmanship, with regards to component and systems installation, and estimating the remaining useful life of same. It should be understood that Specialty Engineering's opinions were determined without the aid of destructive testing, geotechnical exploratory probing or removal of materials or design analysis.

B. Property Description and Disclosure

The purpose of this report is to disclose the condition of the property and estimated replacement costs of the specific property components in accordance with F.S. 718.616 and prepare estimates for reserve accounts in accordance with F.S. 718.618. The subject property is thirty seven (37) years old and appears to be in satisfactory condition. This report is not an exhaustive inspection of the property's physical conditions, but incorporates professional judgment, which is reasonable and customary utilizing a visual inspection and review of construction documents to provide an estimate of replacement reserves.

The Duval Court Office Building consists of one (1) – two story structure. The office building contains five (5) separate office spaces at this time, three (3) on the first floor and two (2) on the second. Building and unit features include:

- Concrete and masonry curtain wall structure with metal joist roof trusses
- Flat built-up roof
- Painted stucco exterior with raised architectural accents
- Painted drywall on metal framed smooth finish interior walls

1. Date and type of construction

The office building is thirty seven (37) years old, completed in 1968, and classified as a commercial structure.

Based on the similar structures in the area, we assume the structure is supported by a stem wall spread foundation. The exterior walls are masonry. The ground floor slab is concrete, the second floor slab is metal joist with corrugated metal decking and concrete and the roof framing is metal joist trusses.

2. Statement of Existing Condition

The office building is thirty seven five years old and appears to be well maintained. The life expectancy of the complex's components appears to correlate with the age and all are expected to perform satisfactorily.

1. Prior Use:

The property is currently and has been a rental office project.

Disclosure of Property Condition pursuant to FS 718.618

Disclosure Total Estimated Replacement Cost and Replacement Cost per Unit.

1. Roof – The building's roof is a flat built-up roof. The drip edges and flashing appear to be painted galvanized metal. There does not appear to be any evidence of leaks. The roofing membranes were replaced in 1998.

Statement of Condition: Based on a visual inspection, the roof system appears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle is estimated to be 13 years in accordance with FS 718.618.

Estimated Roofing Replacement Cost - \$10,650.

2. Structure – The office building structural components are reinforced masonry concrete walls with a reinforced concrete stem wall spread foundation. The elevated slab is cast-in-place concrete on corrugated metal deck supported by structural steel floor joists. The roof consists of structural steel flat trusses with Tectum panels. The exterior surface is finished with Portland stucco over the concrete masonry.

Statement of Condition: Based upon visual inspection, the building structure appears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle is estimated to be 43 years.

Estimated Structure Replacement Cost - \$350,000.

3. Fire Protection Systems – Not installed.

4. Elevators – There is single car elevator which appears to be in satisfactory condition.

Statement of Condition: Based on our visual inspection, the elevator appears to be in satisfactory condition. The remaining life cycle is estimated to be 13 years.

Estimated Elevator Replacement Cost - \$37,000.

5. Heating and Cooling Systems – The heating and cooling systems within the office units are individual split system air conditioners. Each office unit has a separate and individual system. The elevator and lobby area have a separate unit.

Statement of Condition: The office systems are not included in the condominium association reserves budget. The system for the common area is 1 year old and estimated to have a remaining life cycle of 14 years in accordance with FS 718.618.

Estimated Common Area Air Conditioner Replacement Cost - \$3,750.

6. Plumbing Systems – The building plumbing system consists of PVC water distribution piping and vent piping. Interior plumbing fixtures appear to be standard grade fixtures. The water pressure appears to be satisfactory.

Statement of Condition: Based upon visual inspection, the plumbing system appears to be in satisfactory condition in accordance with its intended use and life cycle. The remaining life cycle of the building water and sewer plumbing system is estimated to be 38 years in accordance with FS 718.618.

Estimated Plumbing System Replacement Cost - \$15,000.

7. Electrical Systems – The electrical feeder for the building is a 400 Amp distributing 120/240 single phase 3 wire. Each office unit has an individual 125 amp electric panel centrally located within the unit to distribute power to all unit circuits. All wiring within the units is copper.

Statement of Condition: Based upon visual inspection, the electrical system appears to be in good condition in accordance with its intended use and life cycle. The remaining life cycle is estimated to be 20 years.

Estimated Electrical System Replacement Cost - \$58,500

8. Swimming Pool – There are no swimming pools located on the property.

9. Seawalls – there are no seawalls located on the property.

10. Pavement and Parking areas – the drive and parking areas consist of asphalt and appear to be in satisfactory condition.

Statement of Condition: Based upon visual inspection, the pavement and parking areas appear to be in satisfactory condition with a remaining life expectancy of 13 years in accordance with FS 718.618.

Estimated Pavement Replacement Cost - \$19,800.

. Drainage System – There is no site drainage on the property.

E. CONVERTER RESERVE ACCOUNTS

718.618 The following are reserve accounts for capital expenditures and deferred maintenance for plumbing and roofing. The reserves were calculated using the formulas established and required by Florida Statute 718.608. The replacement costs were calculated using 2005 RS Means Building Construction Cost Data, 63rd Annual Edition.

	Replacement Cost	Fraction of Replacement Cost	Req. Reserve
<u>HVAC:</u>	\$3,750	1/10	\$ 375
<u>Plumbing:</u>	\$15,000	36/40	\$13,500
<u>Roofing:</u>	\$10,650	4/5	\$ 8,520
<u>Elevator:</u>	\$37,000	37/50	\$27,380
TOTAL			\$49,775

GENERAL NOTES

This report is not considered a warranty, but a report on the condition of certain primary building components and associated site amenities, based on visual site examination at the time of the inspection and including what is reported herein. Specialty Engineering Consultants, Inc., is not responsible, nor do we accept any liability for defects not reported herein, or problems that may occur with the structure or its related systems in the future.

We trust you will find the information contained herein helpful. If we can be of further assistance please do not hesitate to call on us.

Respectfully submitted,
Specialty Engineering Consultants, Inc.

Kurt A. Johnson
Partner

D. Mark LeBlanc, PE
Partner
Fla. Registered PE #35683

EXHIBIT H
PEST INSPECTION REPORT



CHARLES H. BRANSON
COMMISSIONER

Florida Department of Agriculture & Consumer Services
Division of Agricultural Environmental Services

WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.226, Florida Statutes
Telephone: (850) 921-4177

Licensee name Gold Coast Pest Control, Inc. License number 1774
 Licensee address 4411 NE 15 Terr. • Oakland Park, FL • 33334 (954) 667-0832 Fax (954) 727-0256
 Inspector Pave Inspection Date 4/22/05 Identification Card No. _____
 Requested by Bill Campbell for Triple "HSD" PATENTS
 Property Inspected 665 SE 107
 Specific structures Inspected 2 story office building
 Structures on property NOT Inspected NH
 Areas of structure(s) NOT Inspected Limited interior attic
 Reason Not Inspected PERSONAL ITEMS SIZE

SCOPE OF INSPECTION

Wood-destroying organism means arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood-decaying fungi.

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall-coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.

THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT) FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISM OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE

REPORT OF FINDINGS

(1) Visible evidence of wood-destroying organisms observed: No Yes wood Fungi
 (Common Name of Organisms)
 Locations: #100 Fl. Room 5 AM
 (2) Live wood-destroying organisms observed: No Yes _____
 (Common Name of Organisms)
 Locations: _____
 (3) Visible damage observed: No Yes See #1
 (Common Name of organisms causing damage)
 Locations: See #1
 (4) Visible evidence of previous treatment was observed: No Yes _____
 Explain: _____
 (5) This company has treated the structure(s) at time of inspection: No Yes If YES: A copy of the contract is attached.
 (Organisms treated) _____ (Pesticide Used) _____
 (6) This company has treated the structure(s): No Yes If YES: Date of treatment: _____
 (Common name of organisms) _____ (Common name of pesticide) _____
 (7) A notice of this inspection and/or treatment has been affixed to the structure(s)
Flr Rm (Location of notice(s))

COMMENTS: _____

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO: _____

Signature of Licensee or Agent Pavel Date 4/22/05

PREPARED BY AND RETURN TO:

Edward L. Myrick, Jr.
Beighley & Myrick, P.A.
1255 W. Atlantic Blvd., #314
Pompano Beach, FL 33069

INSTR # 105962409
OR BK 41795 Pages 1345 - 1363
RECORDED 04/11/06 14:48:30
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2160
#1, 19 Pages

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR DUVAL COURT PROFESSIONAL CENTRE – PHASE I, A
CONDOMINIUM**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR DUVAL COURT PROFESSIONAL CENTRE – PHASE I, A CONDOMINIUM (“First Amendment”) is made by Triple HSD, LLC, a Florida Limited Liability Company (“Developer”) and joined by Duval Court Professional Centre Condominium Association, Inc., a Florida not-for-profit corporation (“Association”).

RECITALS

WHEREAS, that certain Declaration of Condominium for Duval Court Professional Centre – Phase I, a Condominium was recorded in O.R. Book 41048, Page 346, of the Public Records of Broward County, Florida (“Original Declaration”);

WHEREAS, the Original Declaration provided for the addition of Phase II in Section 3.3;

WHEREAS, construction of Phase II is now substantially complete;

NOW THEREFORE, Developer hereby makes the following Amendments adding Phase II to the Original Declaration as hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event there is a conflict between this First Amendment and the Original Declaration, the First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a

single document. Except as modified hereby, the Original Declaration shall remain in full force and effect.

3. Name. The name of the Condominium will be changed to DUVAL COURT PROFESSIONAL CENTRE, a condominium.

4. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined terms are hereby modified as follows:

2.17 "Declaration of Condominium" shall mean the Original Declaration and the First Amendment, together with all amendments and modifications, thereof.

5. Legal Description. The legal description of the property attached as "Exhibit A" to this First Amendment hereby amends the legal description in Exhibit A of the Original Declaration.


6. Percentages of Interest/Assessment Share. The percentages of interest and assessment share as attached as "Exhibit B" to this First Amendment hereby amends those listed in Exhibit C of the Original Declaration.


7. Site Plan, Building Plan, and Surveyor's Certificate. The building plans, site plan, and surveyor's certificate for Buildings 1 through 6 attached as "Exhibit C" to this First Amendment are hereby added to Exhibit E of the Original Declaration.

8. Covenant. This First Amendment shall be a covenant running with the land.

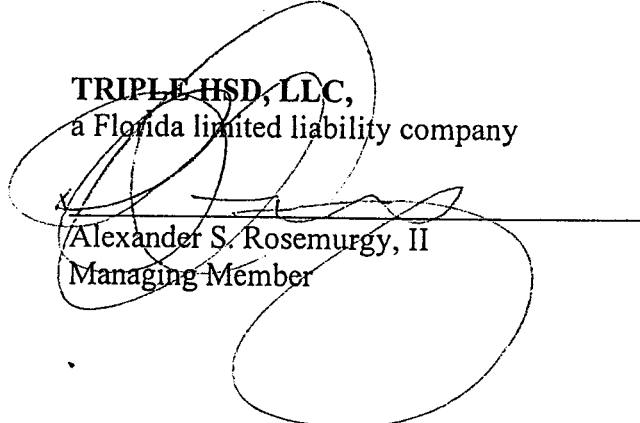
5th IN WITNESS HEREOF, the undersigned hereunto set its hand and seal as of this day of April, 2006.

WITNESSES:


Print Name: William E. Nieminen


Print Name: LORI SCHMIDT

TRIPLE HSD, LLC,
a Florida limited liability company


Alexander S. Rosemurgy, II
Managing Member

(Notary on next page)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Alexander S. Rosemurgy, II as Managing Member of Triple HSD, LLC, a Florida limited liability company, and he acknowledged before me that he executed the foregoing.

WITNESS my hand and seal at the County and State aforesaid this 5 day of April, 2006.

Marlene Jonas
NOTARY PUBLIC

Marlene JONAS
Print name of Notary

My Commission Expires:



Marlene Jonas
Commission # DD388463
Expires March 19, 2009
Bonded Troy Pain - Insurance, Inc. 800-365-7019

JOINDER

**DUVAL COURT PROFESSIONAL CENTRE
CONDOMINIUM ASSOCIATION, INC.**

DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") does hereby join in the First Amendment to the Declaration of Condominium for Duval Court Professional Centre - Phase I, a Condominium ("First Amendment"), to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 5th day of April, 2006.

WITNESSES:

**DUVAL COURT PROFESSIONAL
CENTRE CONDOMINIUM
ASSOCIATION, INC.**, a Florida not-for-profit corporation

William E. Niemann
Print Name: William E. Niemann
Lori Schmidt
Print Name: LORI SCHMIDT

Alexander S. Rosemurgy, II
President

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Alexander S. Rosemurgy, II as President of Duval Court Professional Centre Condominium Association, a Florida not-for-profit corporation, and he acknowledged before me that he executed the foregoing.

WITNESS my hand and seal at the County and State aforesaid this 5 day of April, 2006.

Marlene Jonas
NOTARY PUBLIC

Marlene Jonas
Print name of Notary

My Commission Expires:

 **Marlene Jonas**
Commission # DD388463
Expires March 19, 2009
Bonded Troy Pain - Insurance, Inc. 800-365-7019

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DUVAL COURT – A CONDOMINIUM

LEGAL DESCRIPTION:

BLOCK 2, SPIRRISON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 64, PAGE 35 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

ALL THAT PART OF THE EAST ONE-HALF (E1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A" OF THE JOHN P. ROGERS AND GREGORY A. ROGERS PLAT, AS RECORDED IN PLAT BOOK 141, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S89°32'58"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF S.E. 10th STREET, A DISTANCE OF 6.00 FEET TO A POINT ON THE EAST LINE OF SPIRRISON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 64, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N00°00'00"E, ALONG THE EAST LINE OF SAID SPIRRISON'S SUBDIVISION AND A PROJECTION OF SAID EAST LINE A DISTANCE OF 200.61 FEET; THENCE N89°32'58"E, A DISTANCE OF 6.00 FEET TO THE NORTHWEST CORNER OF PARCEL "A" OF SAID JOHN P. ROGERS AND GREGORY A. ROGERS PLAT; THENCE S00°00'00"W, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 200.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A" AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESERVATION OF RECORD.

SAID LANDS CONTAINING 61,739.9249 SQUARE FEET/1.4174 ACRES MORE OR LESS.

PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

LEGAL DESCRIPTION
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 01 OF 11

DUVAL COURT - A CONDOMINIUM

NOTES:

1. All improvements are existing.
2. All dimensions are approximate.
3. Interior dividing wall widths vary.
4. Exterior wall widths vary.
5. Subject to all easements set forth in the Declaration of Condominium and all other matters of record.
6. For additional information, refer to the Declaration of Condominium.
7. All Parking spaces are Limited Common elements.
8. Underground improvements and /or encroachments are not shown unless otherwise indicated.

COMMON ELEMENTS:

- 1) All land and all portions of the Condominium not within any Unit or Units, are part of the Common Elements or Limited Common Elements as designed hereon or as described in the Declaration of Condominium.
2. All bearing walls to the unfinished surface of said walls located within a Unit, constitute parts of the Common Elements.
3. All conduit ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units are part of the Common Elements, except as otherwise provided in the Declaration of Condominium.
4. An easement of support which is created in every portion of a Unit which contributes to the support of the building are part of the Common Elements.

UNIT BOUNDARIES

Each unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the parametrical boundaries.
- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling
- (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.
- (iii) Interior Divisions. Except as provided in Subsections (a)(i) and (a)(ii) above, no part of the nonstructural interior walls shall be considered a boundary of the Unit.
- (b) Parametrical Boundaries. The parametrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to the their planar intersections with each other and with the upper and lower boundaries.

PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

NOTES
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 02 OF 11

EXHIBIT B

PERCENTAGES OF INTEREST AND ASSESSMENT SHARE

EXHIBIT "C"
DECLARATION OF CONDOMINIUM
OF
DUVAL COURT PROFESSIONAL CENTRE

Assessment Shares; Undivided Shares in Common Elements; Undivided Shares in Common Expenses and Common Surplus; Undivided Shares in Building Expenses; and Voting Rights

	Percentage of Building Expense	Percentage of Common Expenses; Undivided In Common Elements and Surplus	Voting Rights [Number of Votes]
PHASE I			
Unit 1	14.75%	6.27%	6.27
Unit 2	10.26%	4.36%	4.36
Unit 3	24.99%	10.63%	10.63
Unit 4	25.01%	10.63%	10.63
Unit 5	24.99%	10.63%	10.63
PHASE II			
Building 605		9.58%	9.58
Building 615		9.58%	9.58
Building 625		9.58%	9.58
Building 635		9.58%	9.58
Building 645		9.58%	9.58
Building 655		9.58%	9.58
Totals	100%	100%	100

EXHIBIT C

SURVEY EXHIBITS

DUVAL COURT - A CONDOMINIUM

GENERAL NOTATIONS:

1. Dimensions and elevations as shown herein are subject to normal construction tolerances.
2. Elevations as shown herein are in feet.
3. All information of the plans and elevations were compiled from existing measurements taken physically from the building.

Date: **MARCH, 2006**

4. Area within the unit containing conduits, wiring, ducts, plumbing, bearing walls, structural supports, and other such items serving a Unit or Units, or Limited Common Elements, of Common Elements have been omitted from the drawings for the purpose of clarity.


SURVEYOR'S CERTIFICATION

The construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials further that as planned improvements, including, but not limited to landscaping, utilities services and access to the unit, and common elements facilities serving the building in which the units to be conveyed are located and have been substantially completed.

DAVIS & PURMORT, LB # 7219

Signed this 04 th day of April, 2006

Paul A. Davis
P.S.M. #4531
State of Florida

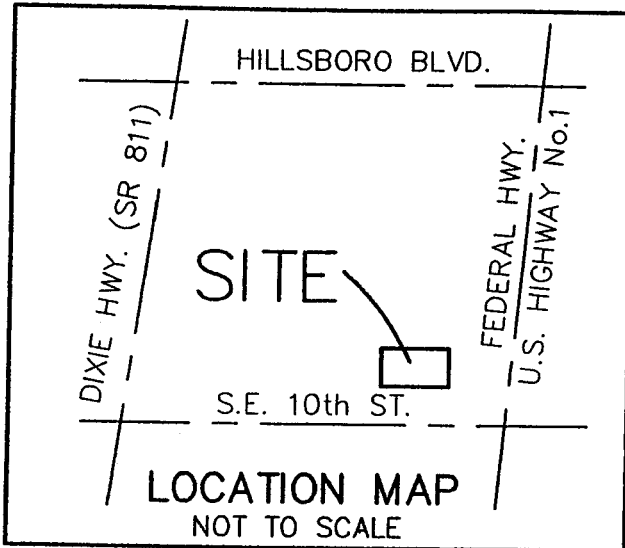


Michael G. Purmort, PSM
Certificate Reg. No. 2720
State of Florida

PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

NOTES & CERTIFICATION
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 03 OF 11

DUVAL COURT - A CONDOMINIUM



LEGEND:

P.O.C. = POINT OF COMMENCEMENT	S.M.H. = SANITARY M.H.
P.O.B. = POINT OF BEGINNING	D.M.H. = DRAINAGE M.H.
(P) = PLAT	B.S.M.H. = BELLSOUTH M.H.
(M) = MEASURED	R/W = RIGHT-OF-WAY
P.R.M. = PERMANENT REFERENCE MONUMENT	P.B. = PLAT BOOK
I.R. = IRON ROD	O.R.B. = OFFICIAL RECORD BOOK
I.P. = IRON PIPE	PG. = PAGE
I.R.C. = IRON ROD W/CAP	B.C.R. = BROWARD COUNTY RECORDS
N/D = NAIL & DISC.	D.B. = DEED BOOK
O/S = OFFSET	F.H. = FIRE HYDRANT
ESMT. = EASEMENT	WM = WATER METER
U.E. = UTILITY EASEMENT	DDCV = DBL. DETECTOR CHECK VALVE
O.H.W. = OVERHEAD WIRES	E/P = EDGE OF PAVEMENT
CONC. = CONCRETE	T.O.B. = TOP OF BANK
C.P.P. = CONC. POWER POLE	E.O.W. = EDGE OF WATER
W.P.P. = WOOD POWER POLE	C.L.F. = CHAIN LINK FENCE
W.L.P. = WOOD LIGHT POLE	C.B.S. = CONC. BLOCK STRUCTURE
L.P. = LIGHT POLE	C/S = CONC. SLAB
C.B. = CATCH BASIN	C.L.F. = CHAIN LINK FENCE
M.H. = MANHOLE	x 0.00' = EXISTING ELEVATION
	☉ = CENTERLINE

SURVEYOR'S NOTES:

1. ALL BEARINGS OR ANGLES SHOWN HEREON ARE BASED ON THE RECORD PLAT UNLESS OTHERWISE NOTED.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENT OR RIGHTS-OF-WAY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE.
4. THIS SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY: CLIENT
5. REBARS AND CAPS WERE SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
6. FIELD WORK COMPLETED ON: 04-04-06
7. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND EMBOSSED SEAL.
8. ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. OF 1929 UNLESS OTHERWISE NOTED.
9. BENCHMARK OF ORIGIN IS BROWARD COUNTY BENCHMARK NO. 2546.
10. THIS SURVEY IS LOCATED IN FLOOD ZONE AH, PER N.F.I.P. COMMUNITY-PANEL MAP NO. 125101-0109-G.
- BASE FIRM ELEVATION IS 10.0 FEET DATE OF FIRM IS 10-02-97
11. PROPERTY ADDRESS IS: 605, 615, 625, 635, 645, 655
S.E. 10th ST., DEERFIELD BEACH, FLORIDA 33441
12. THE SUBJECT PROPERTY HAS AN AGREEMENT FOR PERPETUAL EASEMENT WITH THE AJOINING BOUNDARY OF THE "JOHN P. ROGERS & GREGORY ROGERS" PROPERTY, PER (O.R.B. 28959, PG. 412).

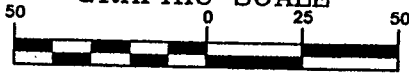
PREPARED BY:
DAVIS & PURMORT, INC.
 843 S.E. 8TH AVENUE
 DEERFIELD BEACH, FLORIDA 33441
 PHONE (954) 421-9101

NOTES, LEGEND, LOCATION MAP
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 04 OF 11

DUVAL COURT - A CONDOMINIUM

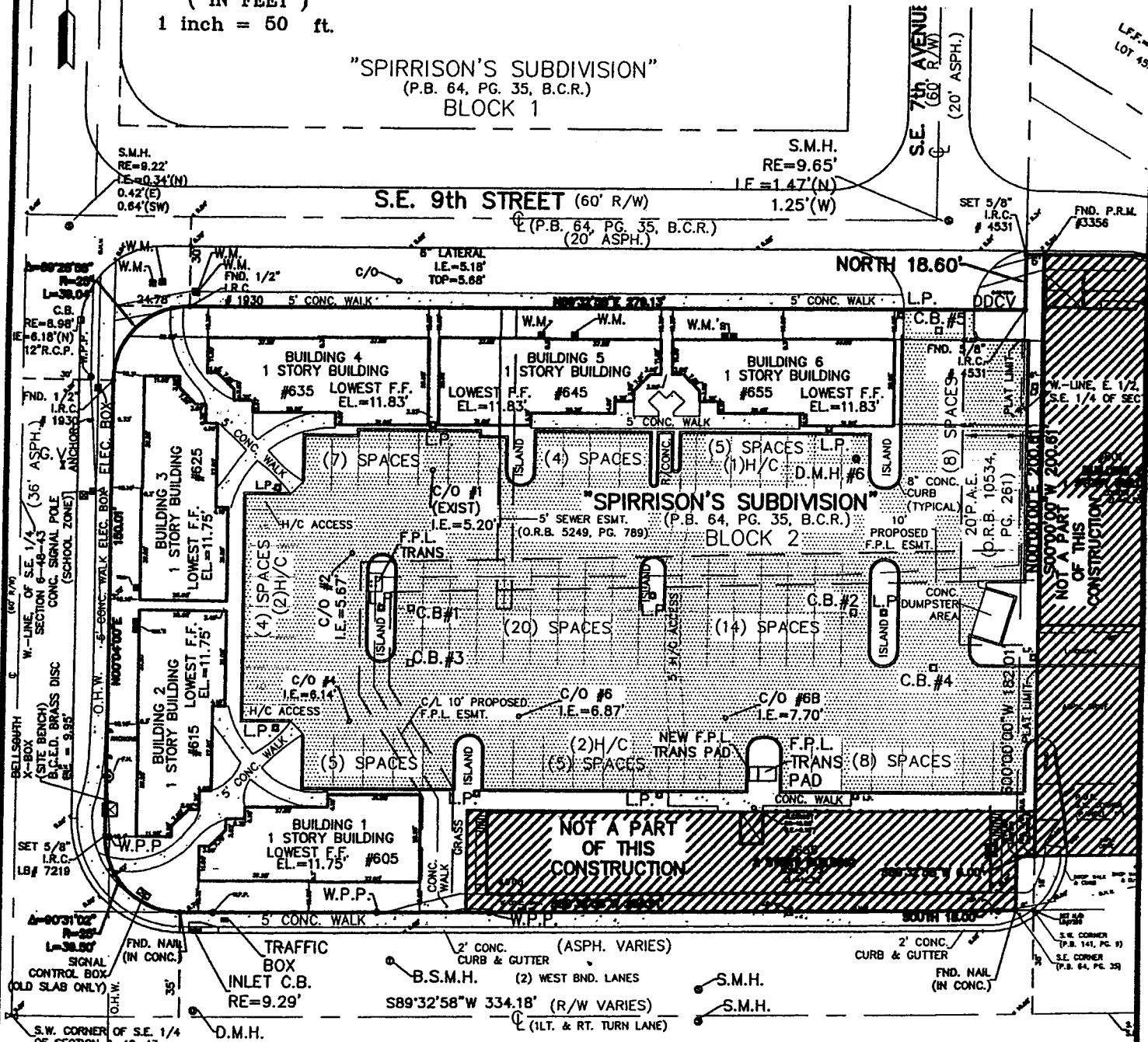
GRAPHIC PLOT PLAN AND DESCRIPTION OF IMPROVEMENTS

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

"SPIRRISON'S SUBDIVISION"
(P.B. 64, PG. 35, B.C.R.)
BLOCK 1



PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

SOUTHEAST 10th STREET

PLOT PLAN
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 05 OF 11

DUVAL COURT - A CONDOMINIUM

BUILDING NO. 1
 ADDRESS: 605

FLOOR ELEVATION=11.75'
 LOW CEILING ELEVATION=21.95'
 HIGH CEILING ELEVATION=23.95'

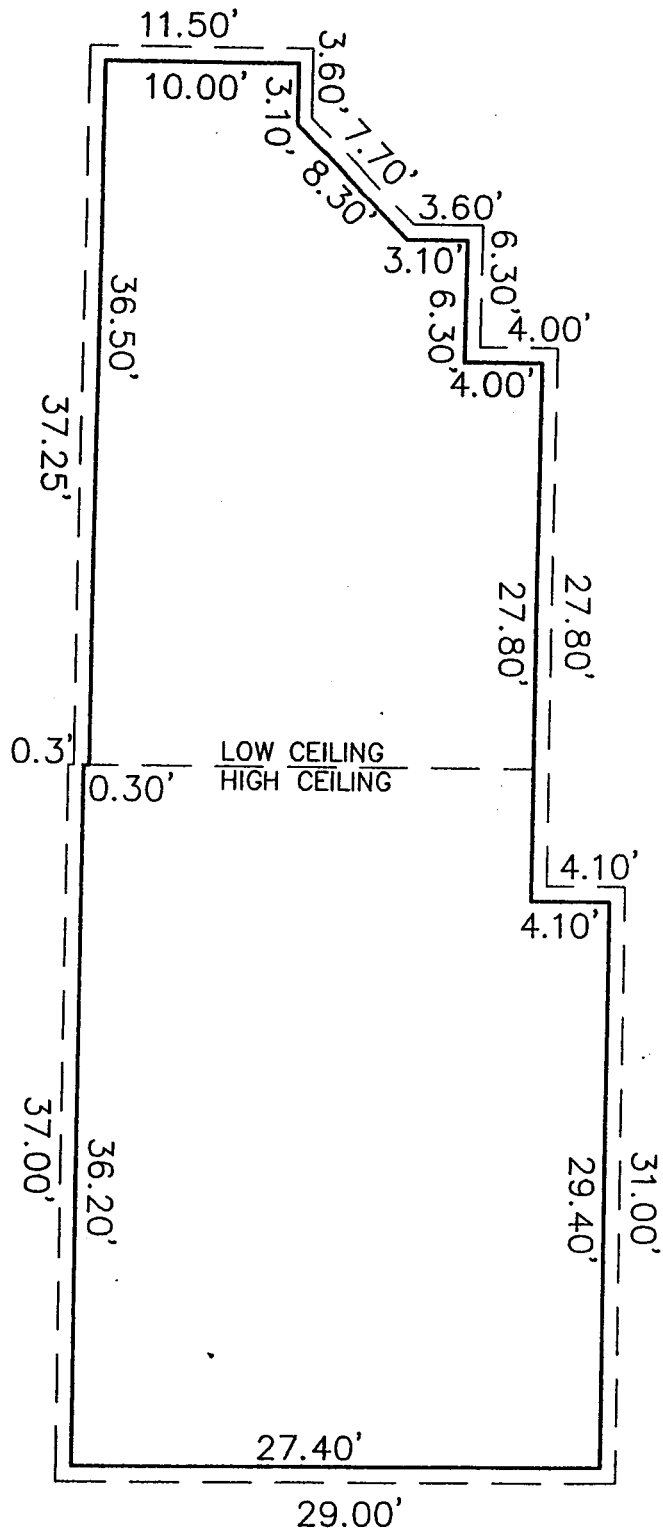
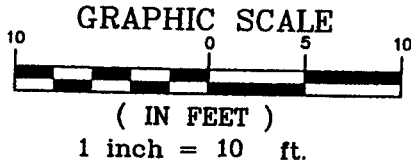
LEGEND:

CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT

= UNIT BOUNDARIES

= EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



PREPARED BY:
DAVIS & PURMORT, INC.
 843 S.E. 8TH AVENUE
 DEERFIELD BEACH, FLORIDA 33441
 PHONE (954) 421-9101

BUILDING I, #605
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 06 OF 11



DUVAL COURT - A CONDOMINIUM

BUILDING NO. 2
 ADDRESS: 615

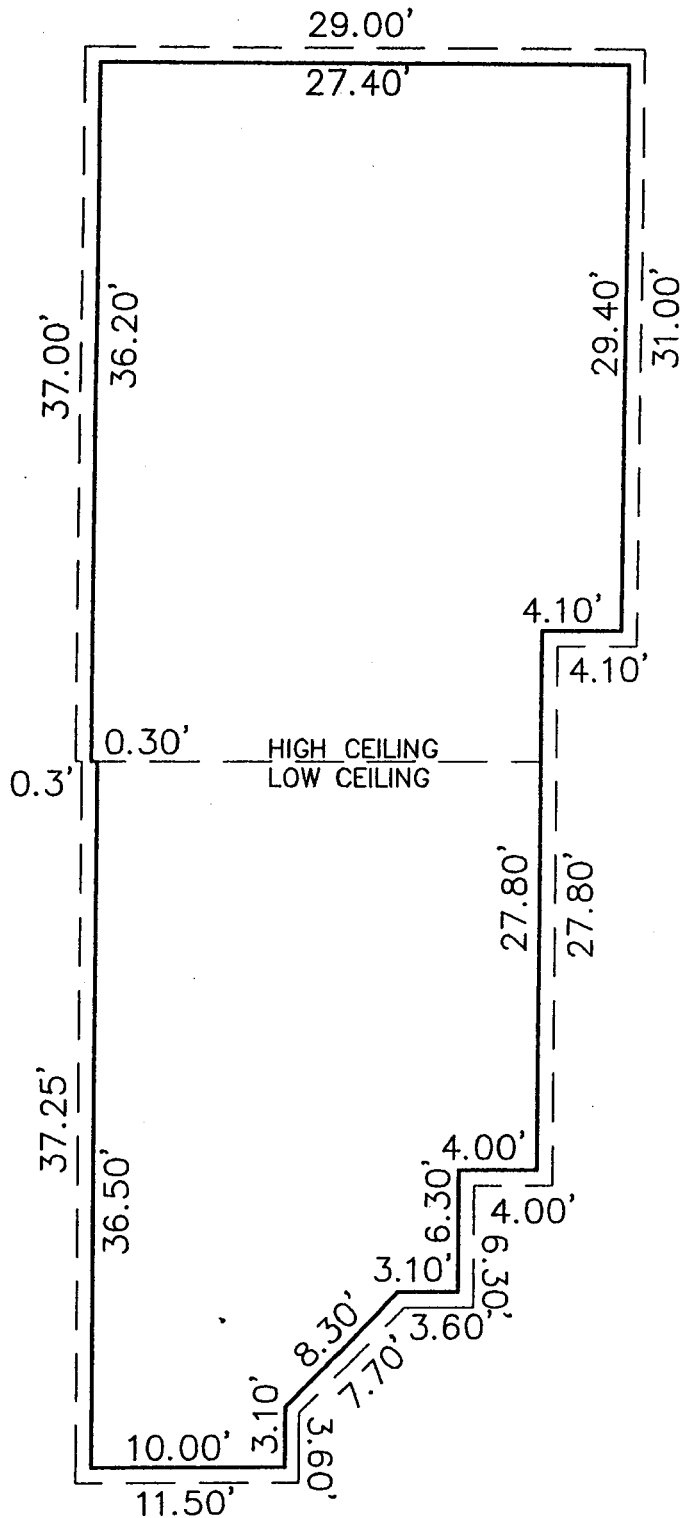
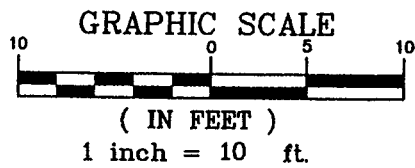
FLOOR ELEVATION=11.75'
LOW CEILING ELEVATION=21.95'
HIGH CEILING ELEVATION=23.95'

LEGEND:

CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES
 = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



PREPARED BY:
DAVIS & PURMORT, INC.
 843 S.E. 8TH AVENUE
 DEERFIELD BEACH, FLORIDA 33441
 PHONE (954) 421-9101

BUILDING 2, #615
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 07 OF 11

DUVAL COURT - A CONDOMINIUM


BUILDING NO. 3
ADDRESS: 625

FLOOR ELEVATION=11.75'
LOW CEILING ELEVATION=21.95'
HIGH CEILING ELEVATION=23.95'

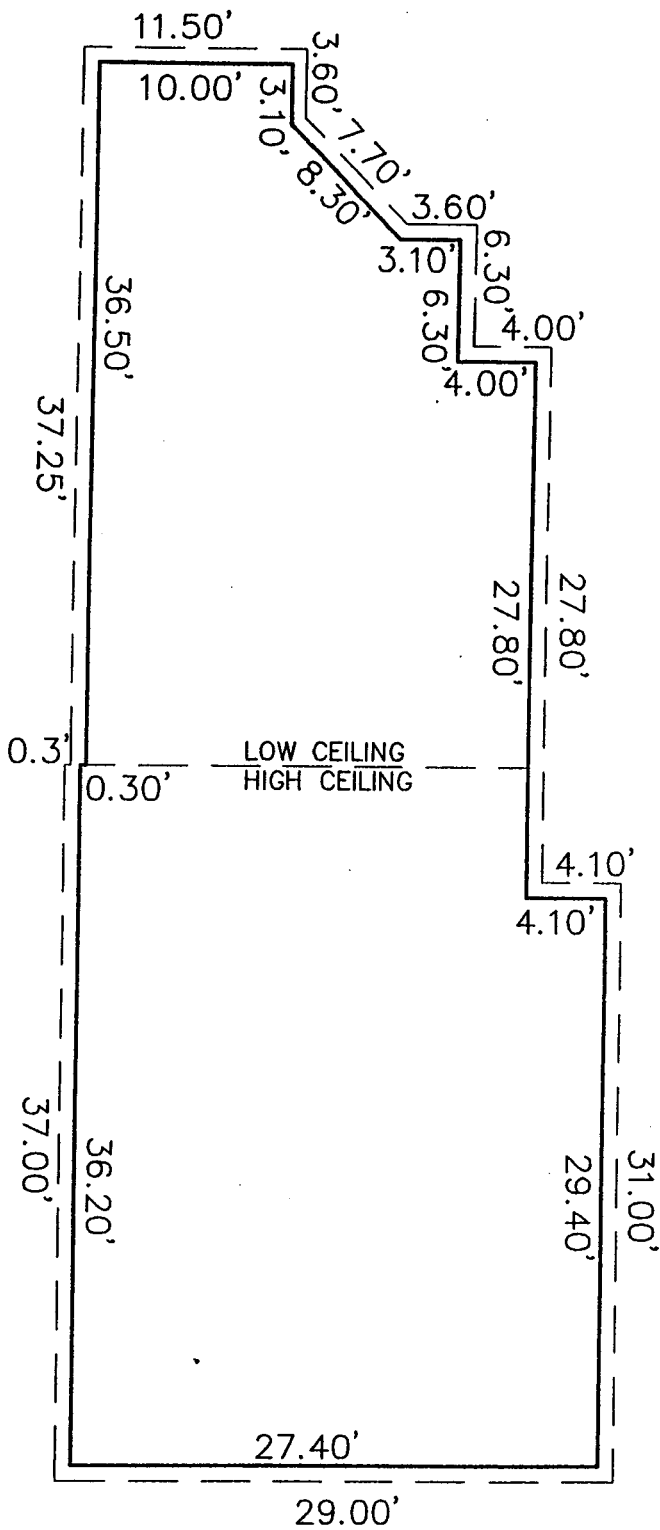
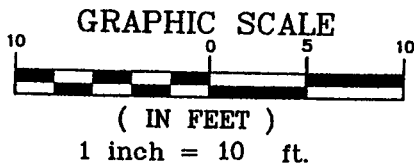
LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES

 = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

BUILDING 3, #625
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 08 OF 11

DUVAL COURT - A CONDOMINIUM

BUILDING NO. 4

ADDRESS: 635

FLOOR ELEVATION=11.83'

LOW CEILING ELEVATION=22.02'

HIGH CEILING ELEVATION=24.02'

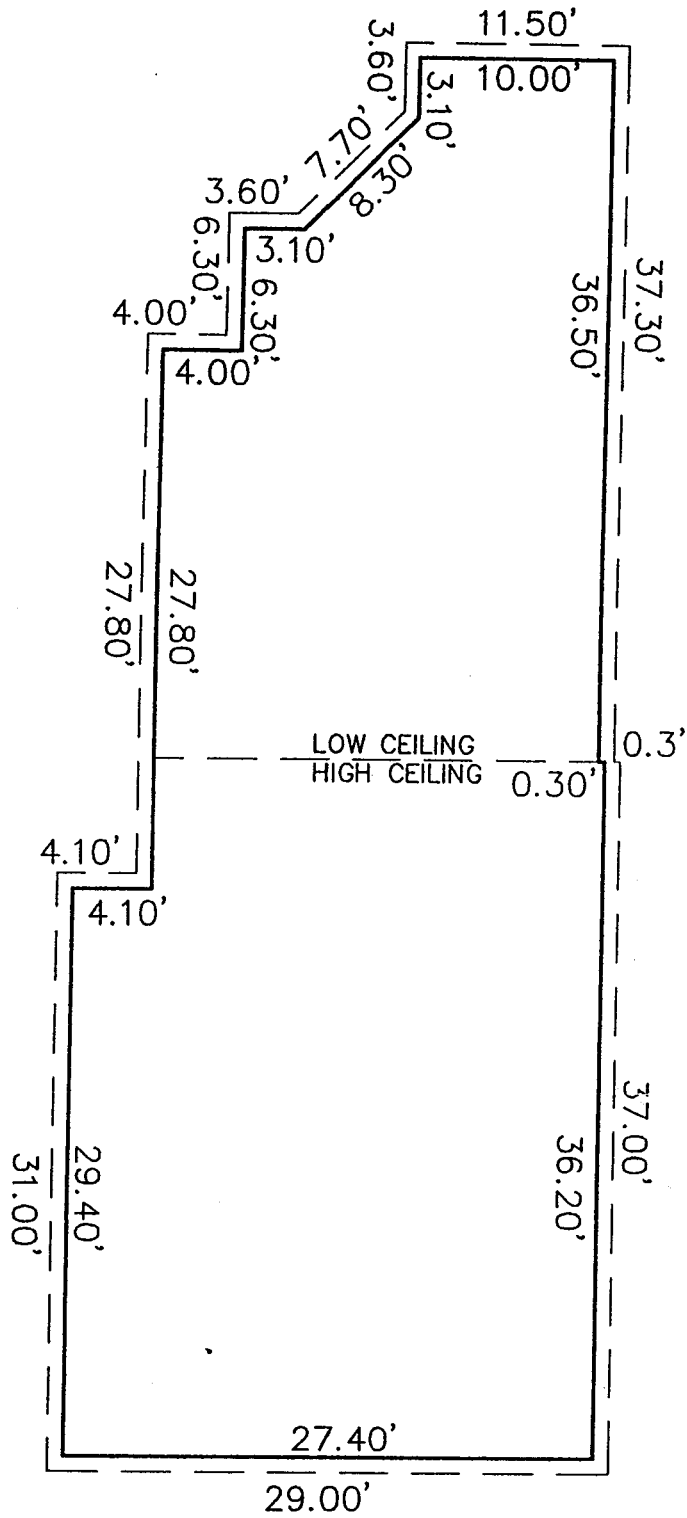
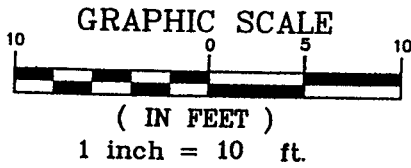
LEGEND:

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES

 = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

BUILDING 4, #635
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 09 OF 11

DUVAL COURT - A CONDOMINIUM

BUILDING NO. 5

ADDRESS: 645

FLOOR ELEVATION=11.83'


LOW CEILING ELEVATION=22.02'

HIGH CEILING ELEVATION=24.02'

LEGEND:

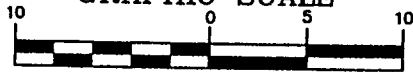
CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES

 = EXTERIOR BUILDING WALLS (CE)

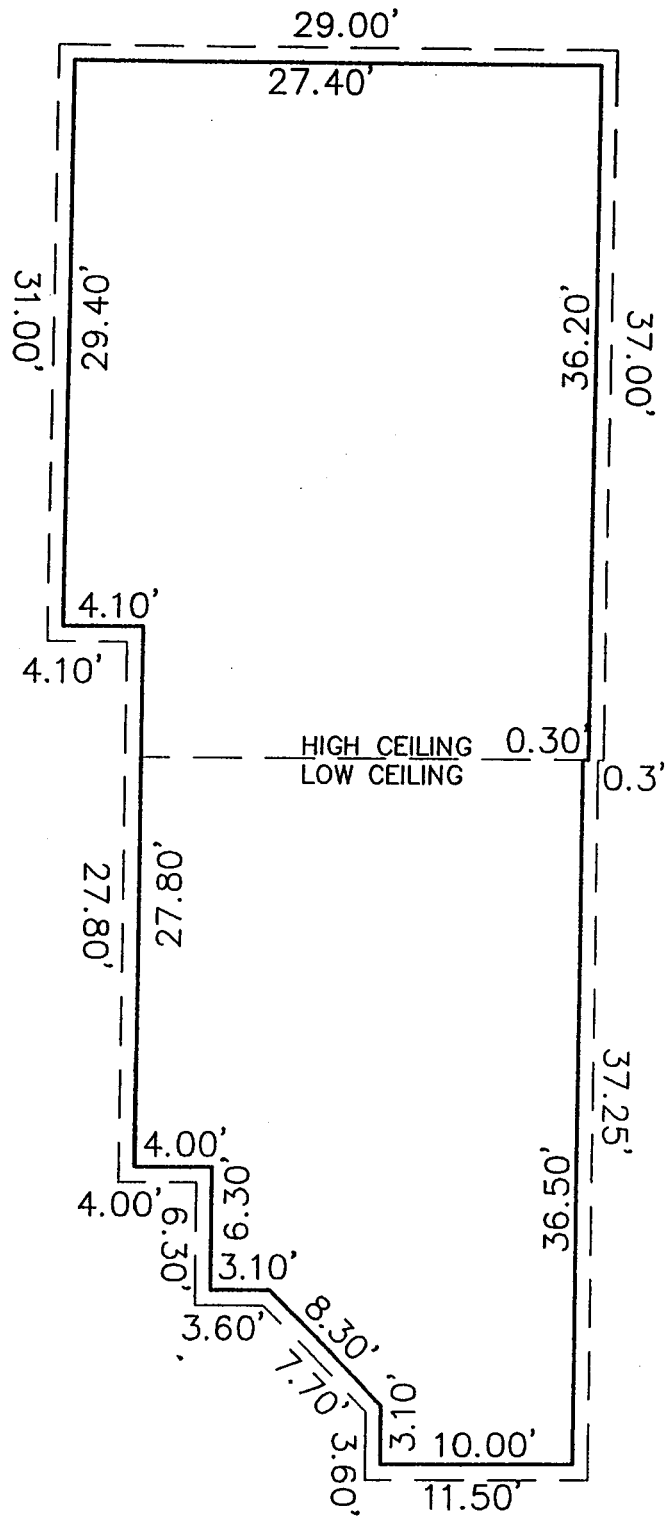
NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.

GRAPHIC SCALE



(IN FEET)

1 inch = 10 ft.



PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101



BUILDING 5, #645
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 10 OF 11

DUVAL COURT - A CONDOMINIUM

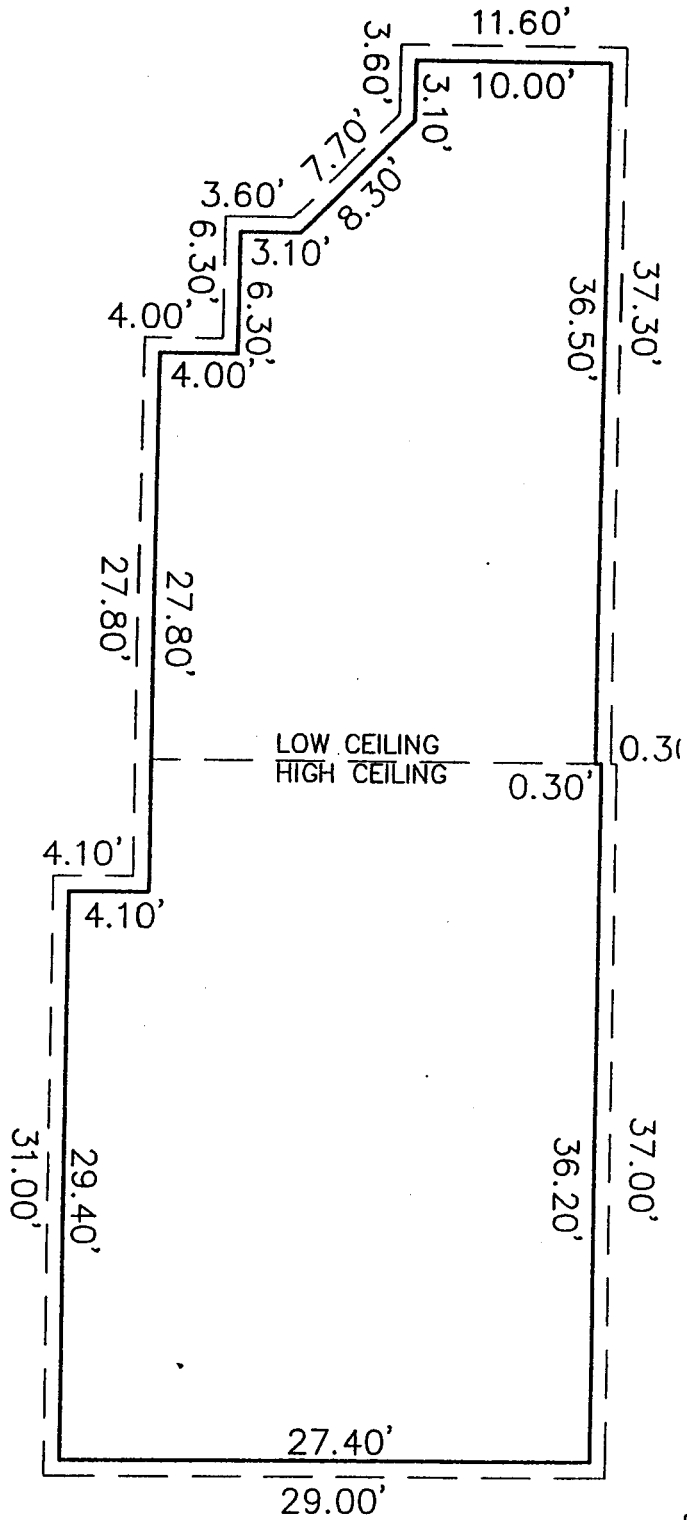
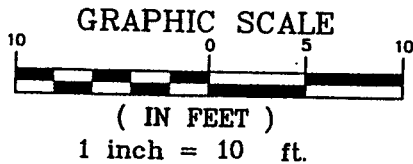
BUILDING NO. 6
 ADDRESS: 655

FLOOR ELEVATION=11.83'
 LOW CEILING ELEVATION=22.02'
 HIGH CEILING ELEVATION=24.02'

LEGEND:

- CE = COMMON ELEMENT
- LCE = LIMITED COMMON ELEMENT
-  = UNIT BOUNDARIES
-  = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



PREPARED BY:
 DAVIS & PURMORT, INC.
 843 S.E. 8TH AVENUE
 DEERFIELD BEACH, FLORIDA 33441
 PHONE (954) 421-9101

BUILDING 6, #655
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: II OF II

PREPARED BY AND RETURN TO:

Edward L. Myrick, Jr.
Beighley & Myrick, P.A.
1255 W. Atlantic Blvd., #314
Pompano Beach, FL 33069

INSTR # 105962409
OR BK 41795 Pages 1345 - 1363
RECORDED 04/11/06 14:48:30
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2160
#1, 19 Pages

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR DUVAL COURT PROFESSIONAL CENTRE – PHASE I, A
CONDOMINIUM**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR DUVAL COURT PROFESSIONAL CENTRE – PHASE I, A CONDOMINIUM (“First Amendment”) is made by Triple HSD, LLC, a Florida Limited Liability Company (“Developer”) and joined by Duval Court Professional Centre Condominium Association, Inc., a Florida not-for-profit corporation (“Association”).

RECITALS

WHEREAS, that certain Declaration of Condominium for Duval Court Professional Centre – Phase I, a Condominium was recorded in O.R. Book 41048, Page 346, of the Public Records of Broward County, Florida (“Original Declaration”);

WHEREAS, the Original Declaration provided for the addition of Phase II in Section 3.3;

WHEREAS, construction of Phase II is now substantially complete;

NOW THEREFORE, Developer hereby makes the following Amendments adding Phase II to the Original Declaration as hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event there is a conflict between this First Amendment and the Original Declaration, the First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a

10

single document. Except as modified hereby, the Original Declaration shall remain in full force and effect.

3. Name. The name of the Condominium will be changed to DUVAL COURT PROFESSIONAL CENTRE, a condominium.

4. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined terms are hereby modified as follows:

2.17 "Declaration of Condominium" shall mean the Original Declaration and the First Amendment, together with all amendments and modifications, thereof.

5. Legal Description. The legal description of the property attached as "Exhibit A" to this First Amendment hereby amends the legal description in Exhibit A of the Original Declaration.

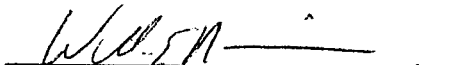
6. Percentages of Interest/Assessment Share. The percentages of interest and assessment share as attached as "Exhibit B" to this First Amendment hereby amends those listed in Exhibit C of the Original Declaration.

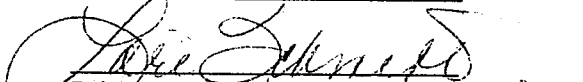
7. Site Plan, Building Plan, and Surveyor's Certificate. The building plans, site plan, and surveyor's certificate for Buildings 1 through 6 attached as "Exhibit C" to this First Amendment are hereby added to Exhibit E of the Original Declaration.

8. Covenant. This First Amendment shall be a covenant running with the land.

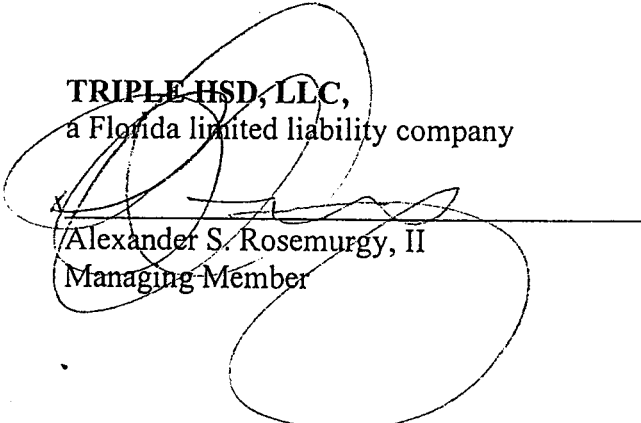
IN WITNESS HEREOF, the undersigned hereunto set its hand and seal as of this 5th day of April, 2006.

WITNESSES:


Print Name: William E. Newman


Print Name: Lori Schmidt

TRIPLE HSD, LLC,
a Florida limited liability company


Alexander S. Rosemurgy, II
Managing Member

(Notary on next page)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Alexander S. Rosemurgy, II as Managing Member of Triple HSD, LLC, a Florida limited liability company, and he acknowledged before me that he executed the foregoing.

WITNESS my hand and seal at the County and State aforesaid this 5 day of April, 2006.

Marlene Jonas
NOTARY PUBLIC

Marlene JONAS
Print name of Notary

My Commission Expires:



Marlene Jonas
Commission # DD388463
Expires March 19, 2009
Bonded Troy Fein - Insurance, Inc. 800-385-7019

JOINDER

**DUVAL COURT PROFESSIONAL CENTRE
CONDOMINIUM ASSOCIATION, INC.**

DUVAL COURT PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") does hereby join in the First Amendment to the Declaration of Condominium for Duval Court Professional Centre - Phase I, a Condominium ("First Amendment"), to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 5th day of April, 2006.

WITNESSES:

DUVAL COURT PROFESSIONAL
CENTRE CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-
profit corporation

William E. Niemann
Print Name: William E. Niemann

Lori Schmidt
Print Name: LORI SCHMIDT

Alexander S. Rosemurgy, II
President

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Alexander S. Rosemurgy, II as President of Duval Court Professional Centre Condominium Association, a Florida not-for-profit corporation, and he acknowledged before me that he executed the foregoing.

WITNESS my hand and seal at the County and State aforesaid this 5 day of April, 2006.

Marlene Jonas
NOTARY PUBLIC

Marlene Jonas
Print name of Notary

My Commission Expires:



Marlene Jonas
Commission # DD388463
Expires March 19, 2009
Bonded Troy Fair - Insurance, Inc. 800-389-7019

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DUVAL COURT - A CONDOMINIUM

LEGAL DESCRIPTION:

BLOCK 2, SPIRRISON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 64, PAGE 35 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

ALL THAT PART OF THE EAST ONE-HALF (E1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A" OF THE JOHN P. ROGERS AND GREGORY A. ROGERS PLAT, AS RECORDED IN PLAT BOOK 141, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S89°32'58"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF S.E. 10th STREET, A DISTANCE OF 6.00 FEET TO A POINT ON THE EAST LINE OF SPIRRISON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 64, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N00°00'00"E, ALONG THE EAST LINE OF SAID SPIRRISON'S SUBDIVISION AND A PROJECTION OF SAID EAST LINE A DISTANCE OF 200.61 FEET; THENCE N89°32'58"E, A DISTANCE OF 6.00 FEET TO THE NORTHWEST CORNER OF PARCEL "A" OF SAID JOHN P. ROGERS AND GREGORY A. ROGERS PLAT; THENCE S00°00'00"W, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 200.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A" AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESERVATION OF RECORD.

SAID LANDS CONTAINING 61,739.9249 SQUARE FEET/1.4174 ACRES MORE OR LESS.

PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

LEGAL DESCRIPTION
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 01 OF 11

DUVAL COURT – A CONDOMINIUM

NOTES:

1. All improvements are existing.
2. All dimensions are approximate.
3. Interior dividing wall widths vary.
4. Exterior wall widths vary.
5. Subject to all easements set forth in the Declaration of Condominium and all other matters of record.
6. For additional information, refer to the Declaration of Condominium.
7. All Parking spaces are Limited Common elements.
8. Underground improvements and /or encroachments are not shown unless otherwise indicated.

COMMON ELEMENTS:

- 1) All land and all portions of the Condominium not within any Unit or Units, are part of the Common Elements or Limited Common Elements as designed hereon or as described in the Declaration of Condominium.
2. All bearing walls to the unfinished surface of said walls located within a Unit, constitute parts of the Common Elements.
3. All conduit ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units are part of the Common Elements, except as otherwise provided in the Declaration of Condominium.
4. An easement of support which is created in every portion of a Unit which contributes to the support of the building are part of the Common Elements.

UNIT BOUNDARIES

Each unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the parametrical boundaries.

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.

(iii) Interior Divisions. Except as provided in Subsections (a)(i) and (a)(ii) above, no part of the nonstructural interior walls shall be considered a boundary of the Unit.

(b) Parametrical Boundaries. The parametrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to the their planar intersections with each other and with the upper and lower boundaries.

PREPARED BY:
DAVIS & PURMORT, INC.
843 S.E. 8TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
PHONE (954) 421-9101

NOTES
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 02 OF 11

EXHIBIT B

PERCENTAGES OF INTEREST AND ASSESSMENT SHARE

EXHIBIT "C"
DECLARATION OF CONDOMINIUM
OF
DUVAL COURT PROFESSIONAL CENTRE

Assessment Shares; Undivided Shares in Common Elements; Undivided Shares in Common Expenses and Common Surplus; Undivided Shares in Building Expenses; and Voting Rights

	Percentage of Building Expense	Percentage of Common Expenses; Undivided In Common Elements and Surplus	Voting Rights [Number of Votes]
PHASE I			
Unit 1	14.75%	6.27%	6.27
Unit 2	10.26%	4.36%	4.36
Unit 3	24.99%	10.63%	10.63
Unit 4	25.01%	10.63%	10.63
Unit 5	24.99%	10.63%	10.63
PHASE II			
Building 605		9.58%	9.58
Building 615		9.58%	9.58
Building 625		9.58%	9.58
Building 635		9.58%	9.58
Building 645		9.58%	9.58
Building 655		9.58%	9.58
Totals	100%	100%	100

EXHIBIT C

SURVEY EXHIBITS

DUVAL COURT - A CONDOMINIUM

GENERAL NOTATIONS:

1. Dimensions and elevations as shown herein are subject to normal construction tolerances.
2. Elevations as shown herein are in feet.
3. All information of the plans and elevations were compiled from existing measurements taken physically from the building.
Date: **MARCH, 2006**
4. Area within the unit containing conduits, wiring, ducts, plumbing, bearing walls, structural supports, and other such items serving a Unit or Units, or Limited Common Elements, of Common Elements have been omitted from the drawings for the purpose of clarity.


SURVEYOR'S CERTIFICATION

The construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials further that as planned improvements, including, but not limited to landscaping, utilities services and access to the unit, and common elements facilities serving the building in which the units to be conveyed are located and have been substantially completed.

DAVIS & PURMORT, LB # 7219

Signed this 04 th day of April, 2006

Paul A. Davis
P.S.M. #4531
State of Florida

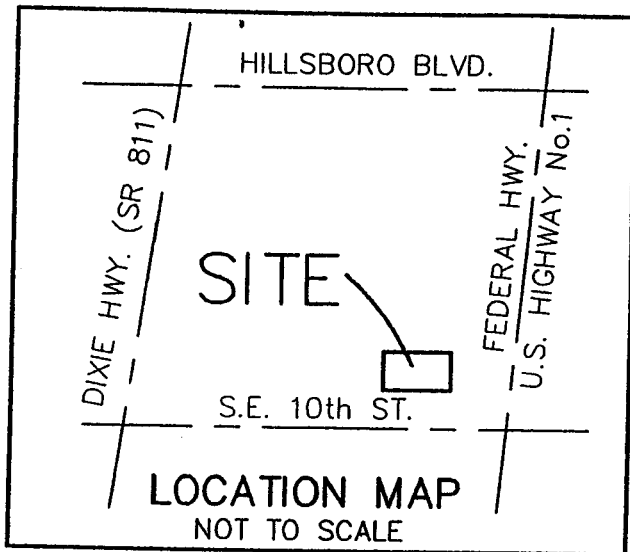


Michael G. Purmort, PSM
Certificate Reg. No. 2720
State of Florida

PREPARED BY:
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NOTES & CERTIFICATION
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 03 OF 11

DUVAL COURT - A CONDOMINIUM



LEGEND:

P.O.C. = POINT OF COMMENCEMENT	S.M.H. = SANITARY M.H.
P.O.B. = POINT OF BEGINNING	D.M.H. = DRAINAGE M.H.
(P) = PLAT	B.S.M.H = BELLSOUTH M.H.
(M) = MEASURED	R/W = RIGHT-OF-WAY
P.R.M. = PERMANENT REFERENCE MONUMENT	P.B. = PLAT BOOK
I.R. = IRON ROD	O.R.B. = OFFICIAL RECORD BOOK
I.P. = IRON PIPE	PG. = PAGE
I.R.C. = IRON ROD W/CAP	B.C.R. = BROWARD COUNTY RECORDS
N/D = NAIL & DISC.	D.B. = DEED BOOK
O/S = OFFSET	F.H. = FIRE HYDRANT
ESMT. = EASEMENT	WM = WATER METER
U.E. = UTILITY EASEMENT	DDCV = DBL. DETECTOR CHECK VALVE
O.H.W. = OVERHEAD WRES	E/P = EDGE OF PAVEMENT
CONC. = CONCRETE	T.O.B. = TOP OF BANK
C.P.P. = CONC. POWER POLE	E.O.W. = EDGE OF WATER
W.P.P. = WOOD POWER POLE	C.L.F. = CHAIN LINK FENCE
W.L.P. = WOOD LIGHT POLE	C.B.S. = CONC. BLOCK STRUCTURE
L.P. = LIGHT POLE	C/S = CONC. SLAB
C.B. = CATCH BASIN	C.L.F. = CHAIN LINK FENCE
M.H. = MANHOLE	x 0.00' = EXISTING ELEVATION
	☉ = CENTERLINE

SURVEYOR'S NOTES:

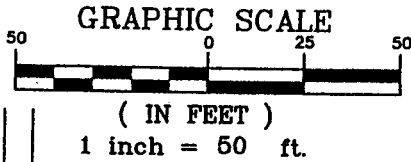
1. ALL BEARINGS OR ANGLES SHOWN HEREON ARE BASED ON THE RECORD PLAT UNLESS OTHERWISE NOTED.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENT OR RIGHTS-OF-WAY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE.
4. THIS SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY: CLIENT
5. REBARS AND CAPS WERE SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
6. FIELD WORK COMPLETED ON: 04-04-06
7. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND EMBOSSED SEAL.
8. ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. OF 1929 UNLESS OTHERWISE NOTED.
9. BENCHMARK OF ORIGIN IS BROWARD COUNTY BENCHMARK NO. 2546
10. THIS SURVEY IS LOCATED IN FLOOD ZONE AH, PER N.F.I.P. COMMUNITY-PANEL MAP NO. 125101-0109-G.
- BASE FIRM ELEVATION IS 10.0 FEET DATE OF FIRM IS 10-02-97
11. PROPERTY ADDRESS IS: 605, 615, 625, 635, 645, 655
S.E. 10th ST., DEERFIELD BEACH, FLORIDA 33441
12. THE SUBJECT PROPERTY HAS AN AGREEMENT FOR PERPETUAL EASEMENT WITH THE AJOINING BOUNDARY OF THE "JOHN P. ROGERS & GREGORY ROGERS" PROPERTY, PER (O.R.B. 28959, PG. 412).

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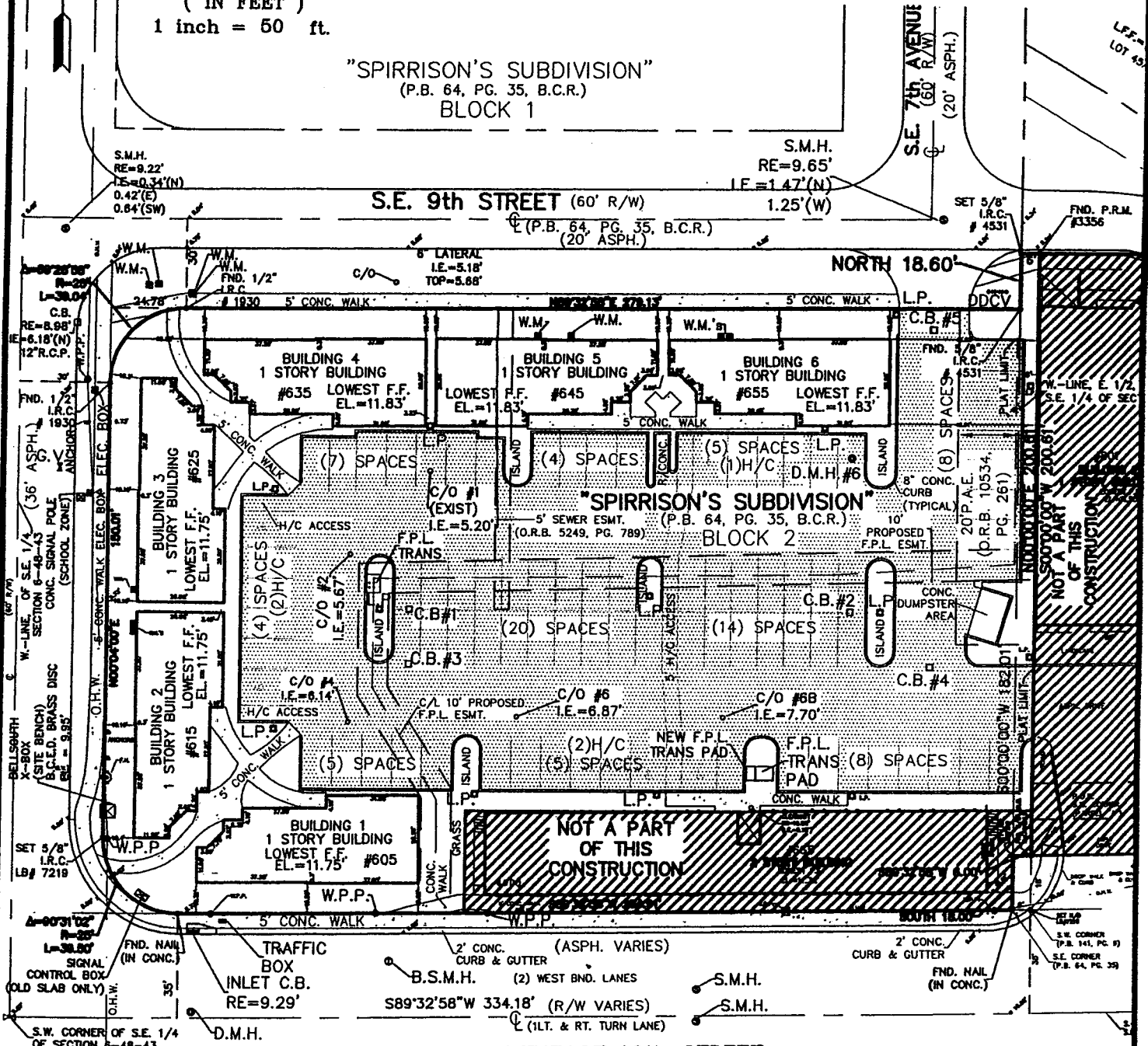
NOTES, LEGEND, LOCATION MAP
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 04 OF 11

DUVAL COURT - A CONDOMINIUM

GRAPHIC PLOT PLAN AND DESCRIPTION OF IMPROVEMENTS



"SPIRRISON'S SUBDIVISION"
(P.B. 64, PG. 35, B.C.R.)
BLOCK 1



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SOUTHEAST 10th STREET

PLOT PLAN
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 05 OF 11



DUVAL COURT - A CONDOMINIUM

BUILDING NO. 1
 ADDRESS: 605

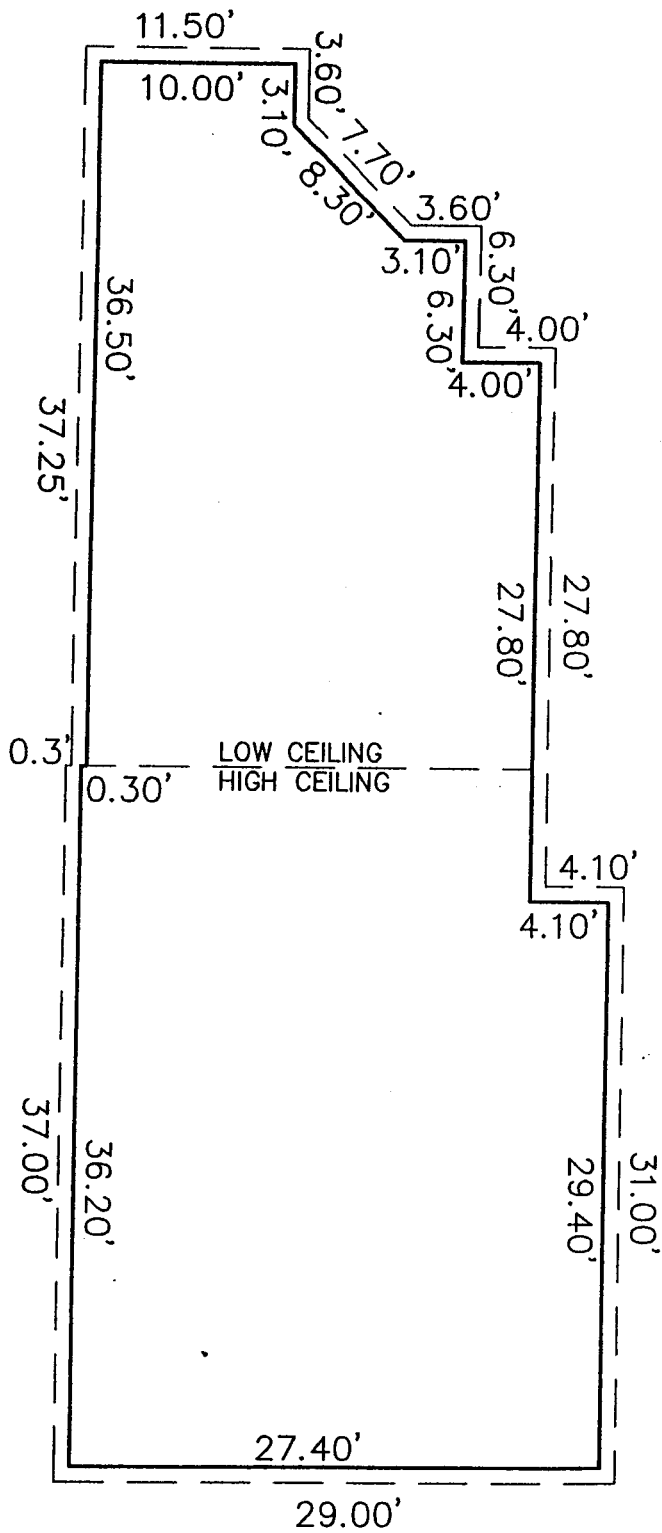
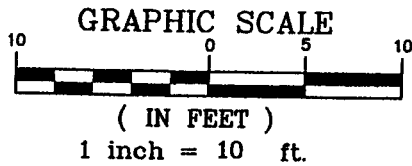
FLOOR ELEVATION=11.75'
 LOW CEILING ELEVATION=21.95'
 HIGH CEILING ELEVATION=23.95'

LEGEND:

CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES
 = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



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BUILDING 1, #605
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 06 OF 11



DUVAL COURT - A CONDOMINIUM

BUILDING NO. 2
 ADDRESS: 615

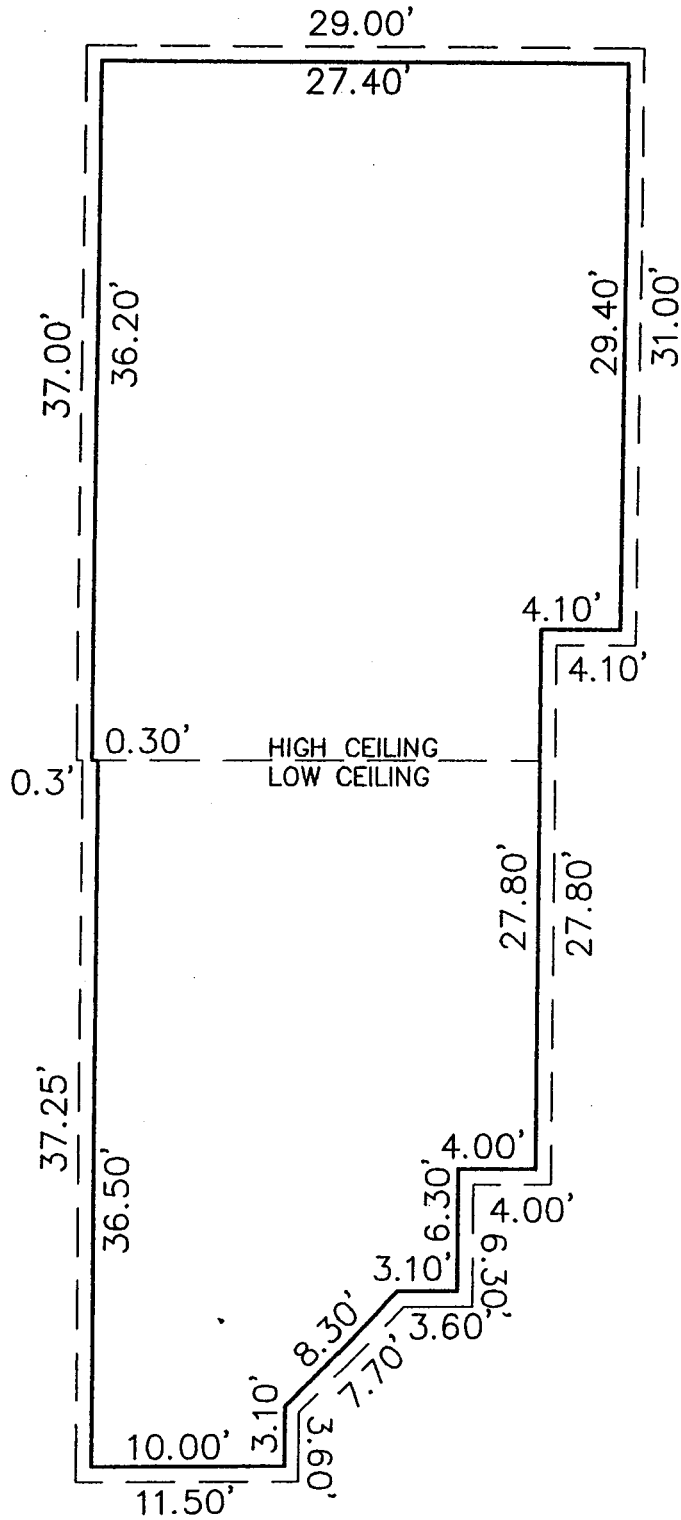
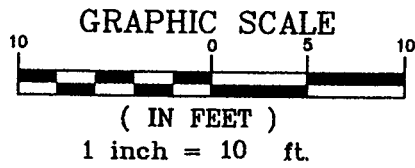
FLOOR ELEVATION=11.75'
 LOW CEILING ELEVATION=21.95'
 HIGH CEILING ELEVATION=23.95'

LEGEND:

CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES
 = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



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BUILDING 2, #615
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 07 OF 11

DUVAL COURT - A CONDOMINIUM

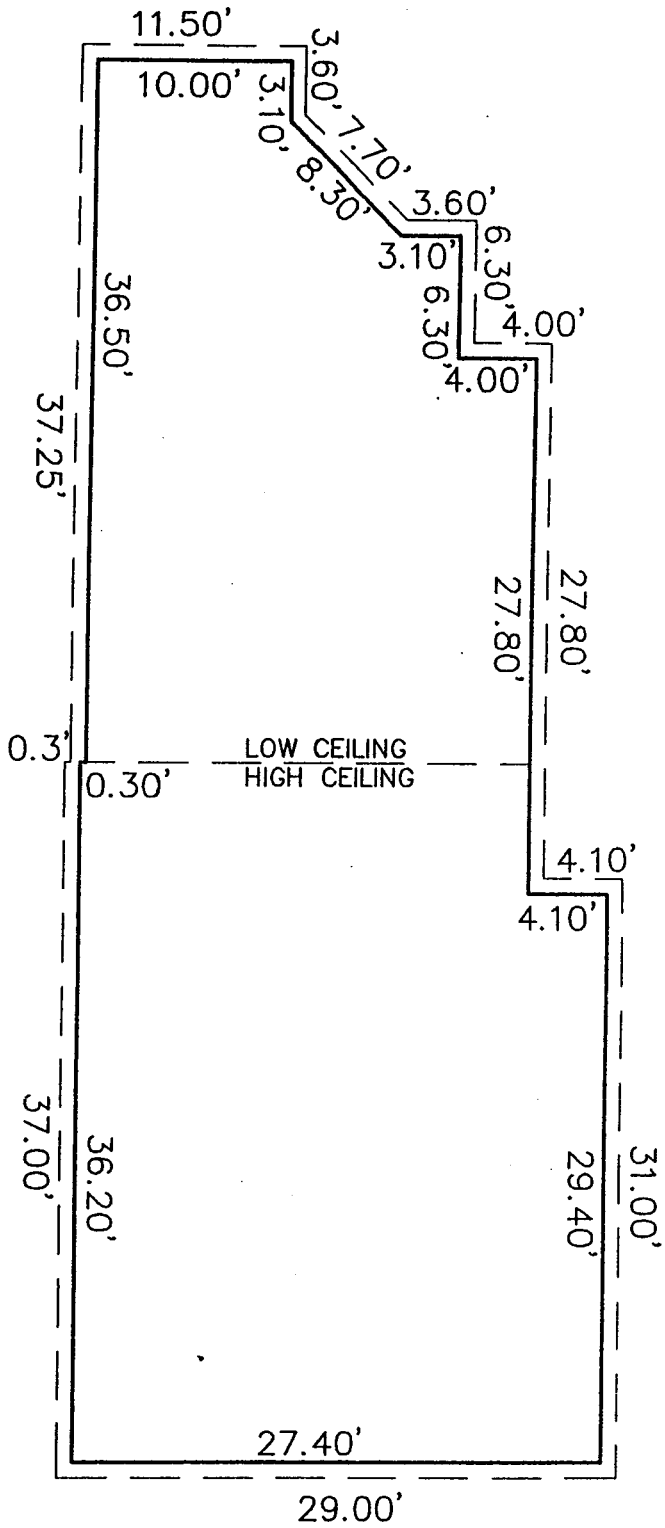
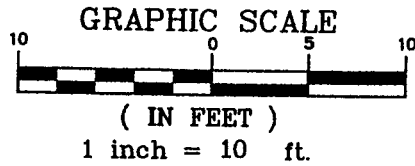
BUILDING NO. 3
 ADDRESS: 625

FLOOR ELEVATION=11.75'
 LOW CEILING ELEVATION=21.95'
 HIGH CEILING ELEVATION=23.95'

LEGEND:

- CE = COMMON ELEMENT
- LCE = LIMITED COMMON ELEMENT
- = UNIT BOUNDARIES
- = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



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BUILDING 3, #625
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 08 OF 11

DUVAL COURT - A CONDOMINIUM


BUILDING NO. 4
 ADDRESS: 635

FLOOR ELEVATION=11.83'
 LOW CEILING ELEVATION=22.02'
 HIGH CEILING ELEVATION=24.02'

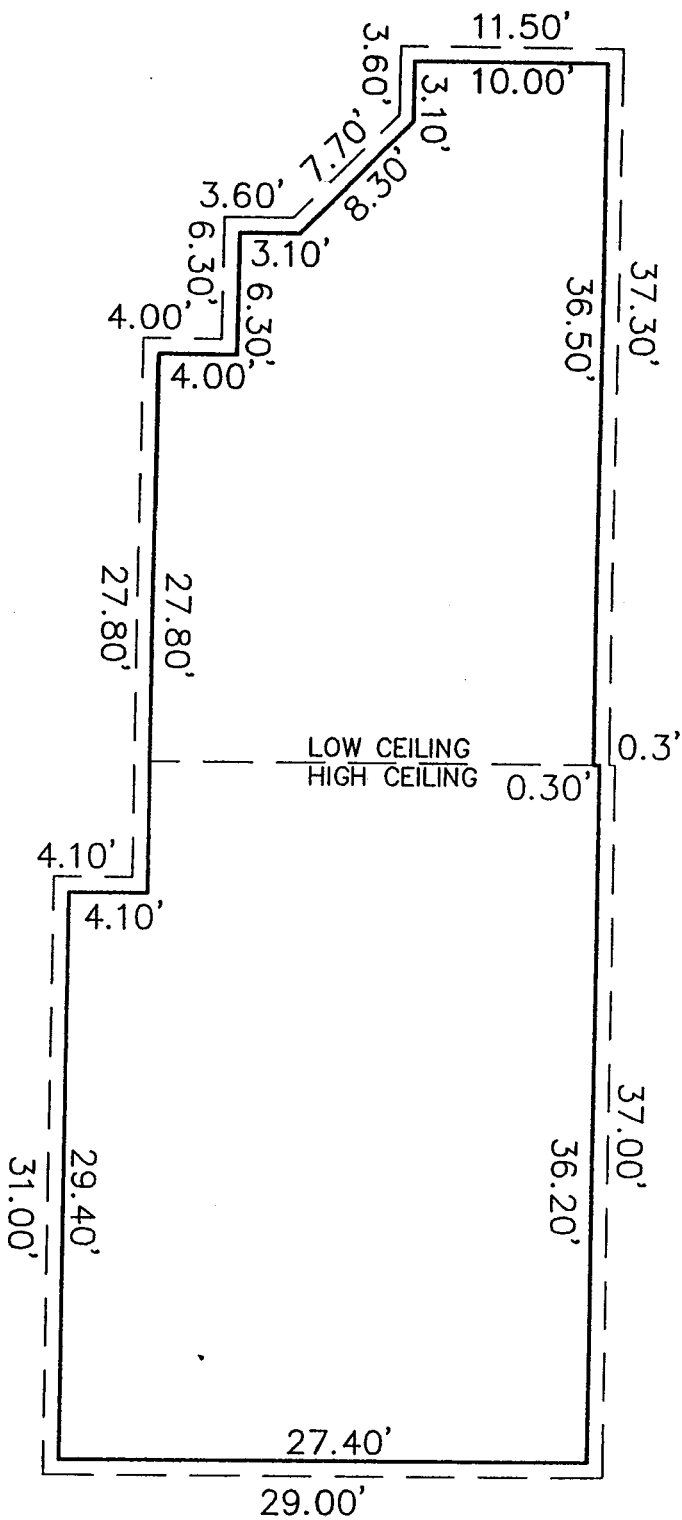
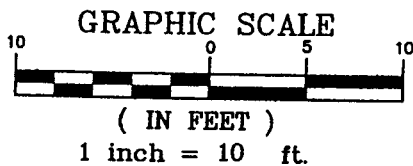
LEGEND:

CE = COMMON ELEMENT
 LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES

 = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



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BUILDING 4, #635
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: 09 OF 11

DUVAL COURT - A CONDOMINIUM

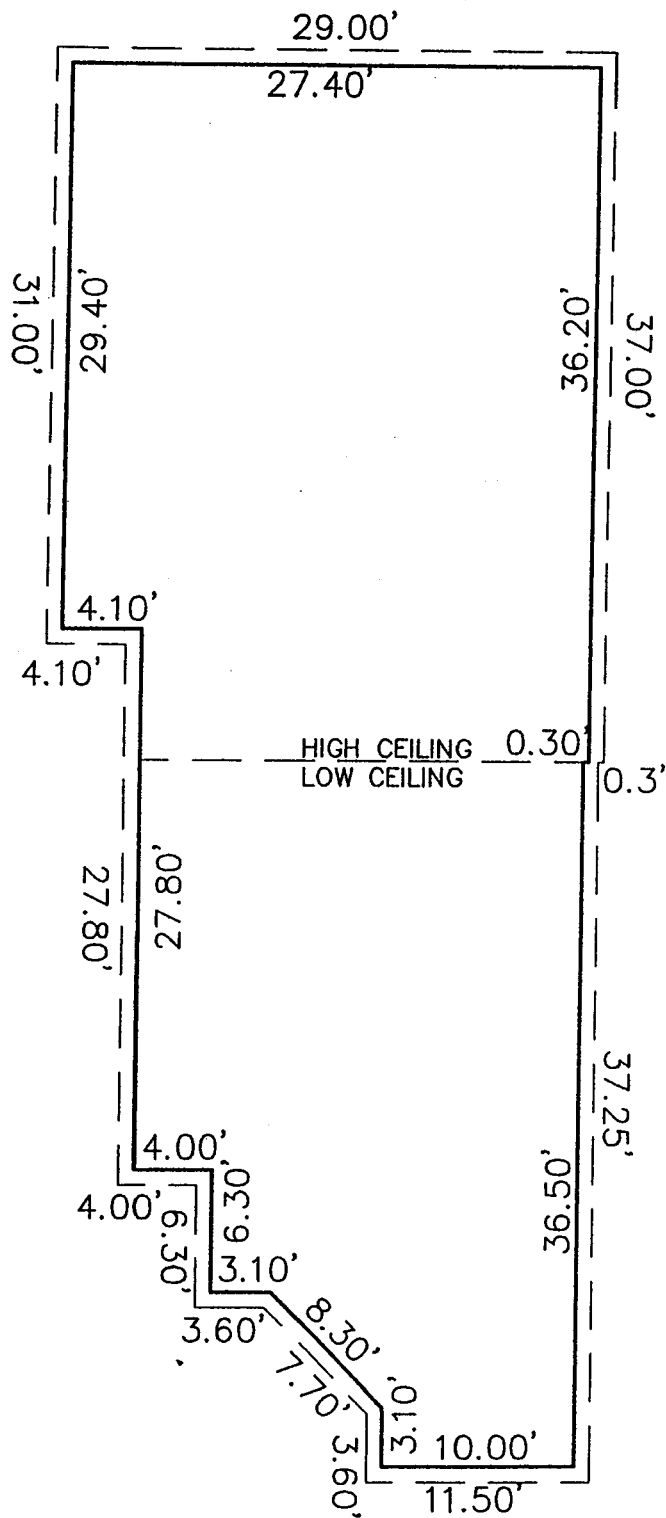
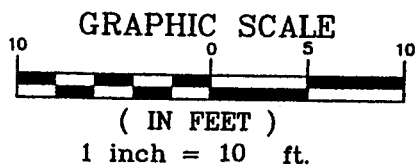
BUILDING NO. 5
ADDRESS: 645

FLOOR ELEVATION=11.83'
LOW CEILING ELEVATION=22.02'
HIGH CEILING ELEVATION=24.02'

LEGEND:

- CE = COMMON ELEMENT
- LCE = LIMITED COMMON ELEMENT
-  = UNIT BOUNDARIES
-  = EXTERIOR BUILDING WALLS (CE)

NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.



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BUILDING 5, #645
JOB NO: 98-2101
BY: A.G.S.
DATE: 04/04/06
SHEET: 10 OF 11

DUVAL COURT - A CONDOMINIUM

BUILDING NO. 6

ADDRESS: 655

FLOOR ELEVATION=11.83'

LOW CEILING ELEVATION=22.02'


HIGH CEILING ELEVATION=24.02'

LEGEND:

CE = COMMON ELEMENT

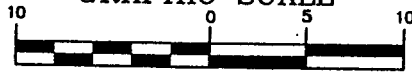
LCE = LIMITED COMMON ELEMENT

 = UNIT BOUNDARIES

 = EXTERIOR BUILDING WALLS (CE)

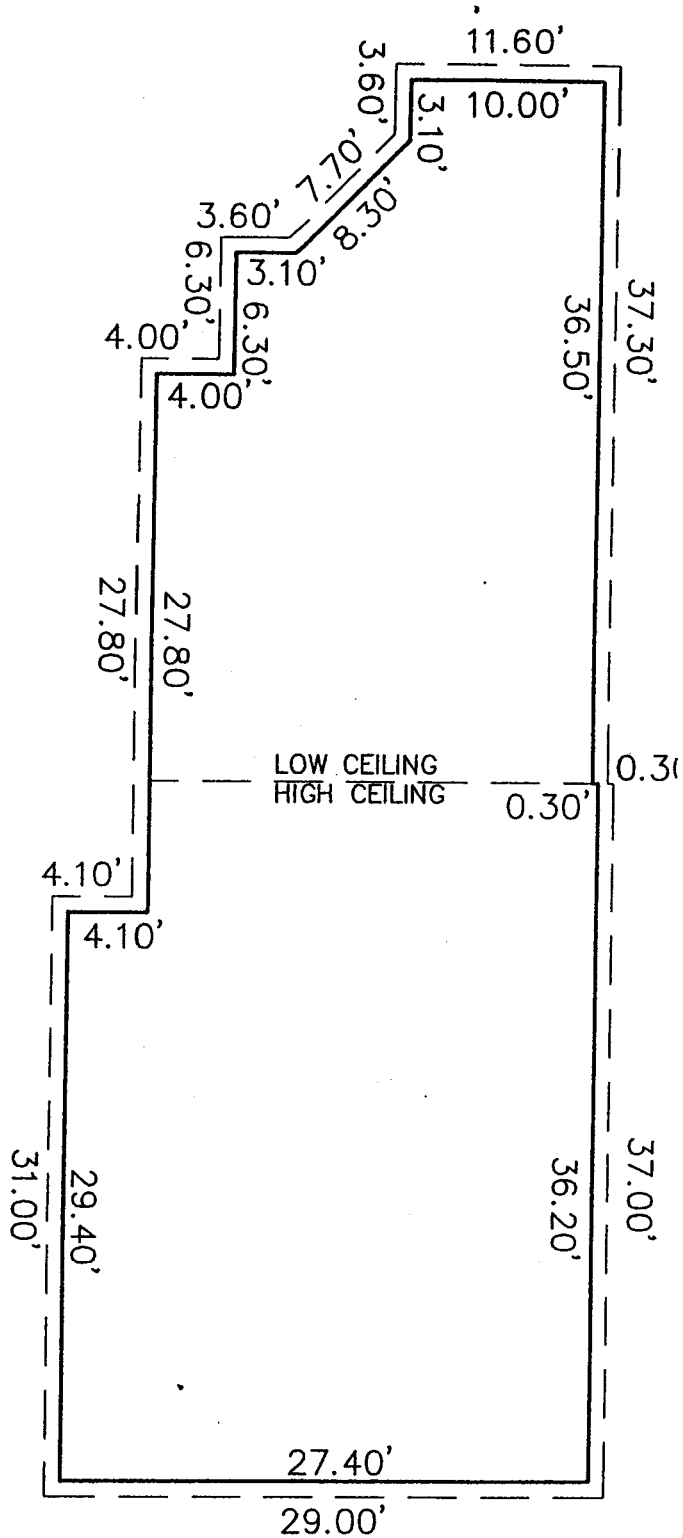
NOTE: ALL AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED.

GRAPHIC SCALE



(IN FEET)

1 inch = 10 ft.



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BUILDING 6, #655
 JOB NO: 98-2101
 BY: A.G.S.
 DATE: 04/04/06
 SHEET: II OF II