

86- 37012

**CERTIFICATE OF ADOPTION OF AMENDED
DECLARATION OF CONDOMINIUM OF
INTRACOASTAL TOWER APARTMENTS CONDOMINIUM**

COMES NOW, INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and files this its Certificate of Adoption of Amended Declaration of Condominium of Intracoastal Tower Apartments Condominium, and states:

1. That on April 25, 1985, the Board of Directors proposed a resolution to adopt the Amended Declaration of Condominium.

2. That the Board of Directors unanimously approved the proposed Amended Declaration of Condominium on April 25, 1985.

3. That on May 14, 1985, notice of the aforesaid proposed Amended Declaration was sent to every unit owner of Intracoastal Tower Apartments Condominium.

4. That the Resolution adopting the proposed Amended Declaration of Condominium was approved in writing by 98.94% of the condominium unit owners.

5. That a copy of the proposed Amended Declaration of Condominium was furnished to all bona fide mortgage holders and all of the bona fide mortgage holders approved the Amended Declaration of Condominium in writing.

6. That a true and correct copy of the aforesaid Amended Declaration and it's attachments is attached hereto and incorporated by reference herein.

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INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a Florida corporation

By: David C. Schock
David C. Schock, President

Attest:

Ivy M. Austin
Ivy M. Austin, Secretary

(corporate seal)

Margaret M. Ferguson
David V. Tucker

Margaret M. Ferguson
David V. Tucker

RETURN TO: Philip M. Warren, Esq.
Rayvan Building-Suite 300
3350 East Atlantic Boulevard
Pompano Beach, FL 33062

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and County aforesaid to take acknowledgments, personally appeared, DAVID C. SCHOCK, as President, and IVY M. AUSTIN, as Secretary of Intracoastal Tower Condominium, Association, Inc., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of January, 1986.

Lee L. Korman

Notary Public

My Commission Expires:



NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES 12/31/88

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AMENDED

DECLARATION OF CONDOMINIUM

OF

INTRACOASTAL TOWER APARTMENTS CONDOMINIUM

A Condominium

ICE-DEVELOPMENT-CORPORATION, a Florida corporation, as Lessee of a 99-year lease, as amended, executed with the POMPANO BEACH BANK AND TRUST COMPANY, as Lessor, on behalf of its successors, grantees and assigns and its future successors, grantees and assigns does hereby declare that its 99-year leasehold interest to the lands hereinafter described is and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provisions of Chapter 711.08 (1), which Chapter is entitled the "Condominium Property Act, as Amended", in accordance with the terms and conditions of this Declaration as hereinafter set forth.

Intracoastal Tower Condominium Association, Inc., a Florida non-profit corporation, as successor in interest as Lessor of that certain ninety-nine year lease as amended, originally executed between the Pompano Beach Bank and Trust Company, as Trustee, as Lessor, and Ice Development Corporation, a Florida corporation, as Lessee, and as owner of the remainder and interest of the property encompassed by said lease, to wit:

Lots 1, 2, 3, 4 and North one-half of Lot 5, Block 6, according to the plat thereof, as recorded in Plat Book 2, Page 57 of the public records of Broward County, Florida. And as a fee owner of Unit 101 and an undivided 0.867% interest in and to the common elements all in Intracoastal Tower Apartments, a condominium recorded in the official records book 5707, page 889, of the public records of Broward County, Florida.

All of which is more particularly set forth in Article III "LEGAL DESCRIPTION OF THE LAND", hereby makes this Amended Declaration of Condominium of Intracoastal Tower Condominium, a condominium, to be recorded amongst the public records of Broward County, Florida, where the land is located and states and declares:

I. SUBMISSION STATEMENT

Intracoastal Tower Condominium Association, Inc., is the owner of record of the "a condominium property" (as hereinafter defined) and does hereby submit the same to condominium ownership, pursuant to the "condominium act", Chapter 718, Florida Statutes, 1976, as amended by the 1978 Session of the Florida Legislature (the "Act"). This submission of ownership of land is a result of after acquired title by Intracoastal Tower Condominium Association, Inc., and is made pursuant to Florida Statute 718.104 and Florida Statute 718.110(6).

I: II. NAME

The name by which this condominium shall be entitled shall be INTRACOASTAL TOWERS APARTMENTS CONDOMINIUM, a Condominium.

II: III. LEGAL DESCRIPTION OF THE LEASED LAND

The real property submitted to the condominium form of ownership related to the following described real property situate, lying and being in Broward County, Florida:

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Lots 1, 2, 3, 4 and N1/2 of Lot 5, Block 6, according to the Plat thereof, as recorded in Plat Book 2, Page 27, of the Public Records of Broward County, Florida.

PARCEL ONE:

Lot 4, Block 6, POMPANO BY THE SEA, according to the Plat thereof, recorded in Plat Book 2, at Page 27, of the Public Records of Broward County, Florida, TOGETHER WITH that strip of land bounded on the North by the Westerly extension of the North line of said Lot; on the South by the Westerly extension of the South line of said Lot 4; and on the West by the East right-of-way line of the Intracoastal Waterway; and on the East by the West line of said Lot 4; ALSO the North 1/2 of Lot 5, Block 6, POMPANO BY THE SEA, according to the Plat thereof recorded in Plat Book 2, at Page 27, of the Public Records of Broward County, Florida, TOGETHER WITH that strip of land bounded on the North by the Westerly extension of the North line of Lot 5; on the South by the Westerly extension of the Southline of said North 1/2 of Lot 5; and on the West by the East right-of-way line of the Intracoastal Waterway and on the East by the West line of said North 1/2 of Lot 5.

PARCEL TWO:

Lots One (1), Two (2) and Three (3) of Block (6), in POMPANO BY THE SEA, according to the Plat thereof, recorded in Plat Book 2, at Page 27, of the Public Records of Broward County, Florida; TOGETHER WITH that portion of land bounded on the North by the Westerly extension of the North lot line of Lot 1, Block 6, of said POMPANO BY THE SEA, and bounded on the South by the Westerly extension of the South boundary line of Lot 3, Block 6, of said POMPANO BY THE SEA; bounded on the East by the West property line of said Lots 1, 2, and 3; and bounded on the West by the right-of-way of the Intracoastal Waterway, as not located and used.

Subject to any and all easements, restrictions, reservations or limitations of record and any and all zoning or building ordinances adopted by any governmental authority having jurisdiction of the same.

~~Also subject to all of the terms and conditions of the aforementioned 99-year lease between POMPANO BEACH BANK AND TRUST COMPANY, as trustee, the lessor of said lease, and ICE DEVELOPMENT CORPORATION, a Florida corporation, as lessee of said lease.~~

III. IV. DEFINITIONS

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

B. Association means INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., the entity responsible for the operation of this Condominium.

C. Common elements means the portions of the Condominium property not included in the units.

D. Limited Common Elements shall mean those Common Elements which are reserved for the use by the owner of a certain condominium unit to the exclusion of other unit owners, as specified in the Declaration and the Exhibits attached hereto.

E. Declaration or Declaration of Condominium or Enabling means this instrument, as it may be from time to time amended, together with the Exhibits attached hereto.

F. By-Laws means the By-Laws of the Association.

G. Articles means the Articles of Incorporation of the Association.

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

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

F. J. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

G. K. Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

H. ~~Condominium property means and includes the buildings and other improvements located on the real property described in the 99-year lease from POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, to ICE DEVELOPMENT CORPORATION, together with any and all easements appurtenant thereto as are susceptible of use by all lessees in common. The fee simple title to the land described in the 99-year lease, and all possessory rights in connection therewith, have been retained by said lessor, POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, and the use of the land upon which the buildings and other improvements are located by the individual lessees, as assignees of ICE DEVELOPMENT CORPORATION, is conditions upon their compliance with the terms and conditions of said lease.~~

L. Condominium Property means and includes the buildings and other improvements located on the property described in Article III, of the Declaration of Condominium, together with any and all easements appurtenant thereto as are susceptible of use by all unit owners in common.

I. M. Developer means ICE DEVELOPMENT CORPORATION, a Florida corporation.

J. N. Institutional first mortgage means a first mortgage originally executed and delivered to a bank, state or federal savings and loan association, Massachusetts Business Trust, or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on an apartment unit together with any other interest of undivided share in the common elements appurtenant to such apartment units.

O. Condominium Act means and refers to the Condominium Act of the State of Florida, Florida Statutes, Chapter, 718 (1979).

~~K. Lease refers to the 99-year leasehold interest leased by POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, to the Developer, which permits partial assignments of undivided interests therein to the purchasers of individual apartments in INTRACOASTAL TOWER APARTMENTS subject to the terms and conditions of said lease and compliance therewith by said purchasers.~~

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

M. P. Majority, or majority of operating owners, means apartment owners with 51% of more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

N. Q. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

~~O. Unit means an undivided 99-year leasehold interest in and to a part of the condominium property which is subject to private ownership, together with an undivided interest in and to the buildings and improvements located thereon, subject to said leasehold interest.~~

R. Condominium Documents means the Declaration and all exhibits annexed thereto as the same may be amended from time to time.

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-P- S. Unit owner or apartment owner means the owner of a condominium parcel.

T. Single Family Residence means a traditional family comprised of a husband and wife and legal dependents, including children, provided that said children shall not be under twelve (12) years of age.

-IV- V. CONDOMINIUM DOCUMENTS

The documents by which the condominium will be established are as follows:

This Declaration of Condominium, hereinafter called Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration. Attached to the Declaration of Condominium are the following Exhibits:

A. Plot plan of property according to the provisions of (Chapter 63-35, General Laws of Florida) duly certified as required under said Act, which is marked Exhibit A.

B. Articles of Incorporation of INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual apartments, which is marked Exhibit B.

C. By-Laws of INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., which is marked Exhibit C.

D. Rules and Regulations which is marked Exhibit D.

E. Form of condominium Deed by which the Developer will transfer an undivided interest in the buildings and improvements located thereon to purchasers, which is marked Exhibit E.

F. ~~Ninety-nine (99) year Lease, which is marked Exhibit-F.~~

G. ~~Form of partial assignment of ninety-nine (99) year lease, which is marked Exhibit-G.~~

-V- VI. BASIC PROPERTY COMPONENTS

~~The 99-year leasehold interest in and to the real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plan:~~

The real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plan:

A. LAND USE: The leasehold interest herein submitted, together with the improvements thereon, shall be used solely for residential purposes and recreational activities associated therewith.

B. IMPROVEMENTS: The improvements to be constructed upon the leasehold interest submitted herein to the condominium form of ownership, shall be as follows:

1. The condominium shall include one (1) apartment building containing eight-three (83) one-bedroom, den, two-bath apartments and thirteen (13) one-bedroom, one-bath apartments, to be constructed in accordance with the plans and specifications prepared by RICHARD W. DODGE, A.I.A.

2. In addition to the apartment building, said condominium shall include the necessary parking areas, driveways, sidewalks and recreational facilities.

C. EASEMENTS:

1. The condominium shall also be subject to any and all easements for public utilities or drainage easements which may be required to service the condominium and the land owner and the developer reserve the right to grant these easements which necessary.

2. ~~The condominium is also subject to an easement for ingress and egress and utilities reserved by the owner~~

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{lessor} of the leased land referred to in Article VI of this Declaration and upon which this condominium has been constructed in favor of itself.

VI. NINETY-NINE YEAR LEASE

The leasehold interest submitted to the condominium form of ownership by this Declaration of Condominium has been leased for a period of 99 years by POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, as lessor, to ICE DEVELOPMENT CORPORATION, a Florida corporation, as lessee.

The real property described in said lease is the property described in Article II of this Declaration of Condominium. A copy of said lease, marked Exhibit F, is attached to this Declaration.

The fee simple title to the real property described in said 99-year lease, together with all possessory rights appertaining thereto including the right to rent the same to the Developer of its assigns and the right to receive the rentals and other considerations set forth therein from the Developer or its assigns have been retained by POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, lessor. The fee simple title held by the Lessor, POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, and its possessory rights appertaining thereto, including the right to receive rentals and to receive other considerations set forth in said lease, are not to be considered as condominium property or part of the common elements of the condominium except to the extent that said leasehold interest may be utilized by the Developer or its assigns upon payment of the rentals and other considerations required by said lease. Under no circumstances shall the terms and conditions of this Declaration or of said lease or any assignment thereof be considered as waiving or relinquishing any right held by POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, lessor, to receive the rentals and other consideration required by said lease or any assignment thereof.

Said lease provides that individual and severable assignments are permitted to be made by the lessee therein to the owners of the Ninety-Five (95) individual apartments in INTRACOASTAL TOWER APARTMENTS, a Condominium, which assignments shall be in a recordable form, and shall be executed by each of said Assignees, and shall only be assignable to persons or legal entities who are the owners of apartments in said INTRACOASTAL TOWER APARTMENTS, a Condominium, and may not be assigned separate and apart from said owner's interest in and to said apartment. Each of said assignments shall require that the assignee irrevocably appoint INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, as the agent for each and every owner, for the purpose of carrying out the terms and conditions of said lease on behalf of each and every owner, provided, however, that any and all monies which must be paid to said INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., on behalf of each owner, to permit it to carry out its duties as agent, shall continue to be payable by each Assignee or his or her heirs or assigns pursuant to the terms and conditions of said lease. A default on the part of the said assignee (the owner of an individual apartment) in making any such payments, shall constitute an individual default on the part of said owner, as each owner of an apartment in INTRACOASTAL TOWER APARTMENT shall only be responsible for carrying out his or her individual obligations under the terms and conditions of said lease, and shall not be responsible for compliance with the terms thereof by other owners of other apartments in said INTRACOASTAL TOWER APARTMENTS. The owner of each apartment shall be responsible for paying his or her share of the ground rental required under the terms of said lease, subject to any adjustment resulting in an increase in the cost of living. In the event the Developer should sell a 99-year leasehold interest to one of the apartments

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contained in the condominium, to INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., for the purpose of providing said condominium with a manager's apartment, then and in the event the owner of each apartment shall also be responsible for paying for his or her share of the maintenance and operating expense under the terms of said lease for said manager's apartment as a common expense, including but not limited to the ground rental, maintenance, operations and mortgage payments on the manager's apartment. Said manager's apartment is not provided as part of the common elements of the condominium, and if such apartment is desired, the same must be purchased by INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., the Association operating the condominium for the use of all the owners.

VII. NINETY-NINE YEAR LEASE

The condominium was originally constructed, subject to a ninety-nine year lease between the Pompano Beach Bank and Trust Company, as Trustee, as Lessor, to ICE DEVELOPMENT, a Florida corporation. Since the aforesaid condominium has been constructed, however, the INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., has purchased said property and submitted interest to condominium ownership pursuant to this Amended Declaration of Condominium.

VI. VIII. DEVELOPER'S UNITS AND PRIVILEGES

The Developer at the time of the recording of this Declaration of Condominium, is the owner of a 99-year leasehold interest in and to the real property and individual condominium units (apartments) together with any appurtenances thereto. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, mortgage or lease units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the common elements, and to show apartments. A sales office, signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold apartments, the Developer retains the right to be the owner thereof, and to fully deal with the same without the approval of the Association.

This Article shall not be subject to amendment.

VIII. IX. OWNERSHIP OF CONDOMINIUM PARCELS, MAINTENANCE AND ALTERATIONS

Each condominium parcel or apartment unit shall include the following interests, rights, easements and appurtenances in the condominium:

~~A. LEASEHOLD PROPERTY: Each condominium parcel (apartment unit) together with all the appurtenances thereto, shall, for all purposes, constitute a separate leasehold interest in real property which may be assigned, transferred and encumbered in the same manner as any other leasehold interest in real property, independently of all other condominium documents and the 99-year lease, marked Exhibit P. Each condominium parcel (apartment unit) as part of the undivided leasehold interest assigned thereto, owns an undivided portion of the buildings and other improvements located on the leasehold property, but the same shall not include any interest in the fee simple title to the land upon which said buildings or improvements are located, and said interest may not be transferred separate and apart from said leasehold interest.~~

A. REAL PROPERTY: Each condominium parcel (apartment unit) together with all of the appurtenances thereto, shall, for all purposes, constitute a separate fee ownership

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interest in real property which may be assigned, transferred and encumbered in the same manner as any other fee ownership interest in real property, independently of all other parts of the condominium documents. Each condominium parcel (apartment unit) owns an undivided portion of the land, buildings, and other improvements located on the real property, however, said interest may not be transferred separate and apart from said real property interest.

B. THE DEED OF CONVEYANCE: The deed of conveyance of a condominium unit shall contain substantially the following language:

"Condominium Unit _____ of INTRACOASTAL TOWER APARTMENT, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book _____, at Page _____, of the Public Records of Broward County, Florida, as provided for by the Condominium Act of the State of Florida, Florida Statute 718, said description and this conveyance includes but is not limited to all appurtenances to the condominium parcel, aforesaid described, including the undivided interest in the common elements."

B- C. POSSESSION: Each apartment unit owner shall be entitled to the exclusive possession of his apartment.

E- D. BOUNDARIES: Each apartment unit shall include all of the apartment buildings within the boundaries which shall be determined in the following manner:

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

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

(a) Upper Boundary: The horizontal plane of the undercoat finished ceiling.

(b) Lower Boundary: The horizontal plane of the lower surface of the floor slab. Where the lower surfaces of the floor slab coincide with the upper boundary of a lower apartment unit, said lower boundary shall be considered as the same as the horizontal plane of the undercoat finished ceiling of said lower apartment.

2. Perimetrical Boundaries: The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) Exterior Building Walls: The intersecting vertical plans adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terrace serving such apartments.

(b) Interior Building Walls: The vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(1) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which

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is one-half the thickness of the center line of the thicker wall.

D. APARTMENT IDENTIFICATION AND APPURTENANCES:

1. **Apartment Identification:** Attached hereto as Exhibit "A" are nine sheets consisting of a cover sheet bearing the architect's certificate, and eight sheets labelled sheets Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7 and A-5-a, which depict the site plan, floor plans and exterior elevations of the Intracoastal Towers Condominium as build by the Developer. The 95 apartment units are identified as follows: Architect's Exhibit sheet A-5 represents a typical floor plan for the 4th through 15th floors (there being no 13th floor) on the Intracoastal Towers Condominium, which said sheet depicts eight residential units per floor, with Unit 7 being a one-bath apartment and the remaining depicted units being two-bath apartments; provided however, that on the 15th floor, the units numbered 1 and 2 of the typical floor plan (attached Exhibit A-5) have been replaced by a three-bath penthouse apartment unit, which said penthouse unit is depicted on attached Exhibit A-5-a. Attached architect's Exhibit A-4 depicts the third floor of the apartment on which is located apartments units numbered 2 through 8, both inclusive. On architect's attached Exhibit sheet A-2, a manager's apartment is depicted on the first floor (described on said sheet as the lower garage floor plan).

All apartment units other than the penthouse apartment unit in the Intracoastal Apartment units shall be identified with a unit number consisting first of a number corresponding to the floor on which the apartment is located, followed by a number, followed by the unit number identical to that depicted for the said apartment on the afore-mentioned attached Exhibit sheets A-5, A-4 and A-2. Thus, the Unit 4 depicted on Exhibit A-5 typical floor plan, when located on the 14th floor, will bear the identification number 1404; whereas, when said Unit 4 is located on the 6th floor, it will bear identification number 604. Similarly, the apartments located on the third floor, as depicted on attached architect's Exhibit A-4, shall be numbered 302 through 308, both inclusive. The manager's apartment shall be identified as the manager's apartment or Apartment 101. The penthouse apartment, as depicted on architect's attached Exhibit sheet A-5-a, shall be identified as the penthouse apartment (the same consisting of combined Apartments 1501 and 1502).

2. **Appurtenances:** The ownership of each condominium parcel (apartment unit) shall include, and there shall pass with each condominium parcel as appurtenances thereto, whether or not separately described, all of the rights, title and interest of a unit owner in the condominium property which shall include but not be limited to:

a. **Limited Common Elements:** Each apartment owner shall have the exclusive right to use one (1) storage enclosure having the same number as the apartment he owns.

b. **General Common Elements:** The right to use in common with the other apartment owners the general common elements which shall be all parts of the condominium not included within an individual apartment or within a limited common element. ~~Although each owner shall have the right so long as he is not in default to utilize the lands leased by the POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, lessor, to the Developer or its assigns, as Lessee, and shall have the common usage of the same, said common usage shall not be considered as in any way divesting POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, lessor, of its possessory rights under said original lease to the Developer or its right to receive the rentals called for under said lease, or the other considerations recited therein;~~

The ownership of each apartment shall include and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the right, title

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and interest of an apartment owner in the condominium property. Each apartment unit shall have an undivided share in and to the common areas, facilities, shall have an undivided share in and to the common areas, facilities, elements, and surplus of the condominium. Each apartment unit shall bear an undivided share of the common expense of the condominium. The undivided share in the common areas, facilities, elements and surplus, and the undivided share of the common expense assigned to each apartment unit is hereafter set forth as a percentage as follows:

Apartment Number	% of Interest in the Common Areas, Facilities, Elements and Surplus	
	Each Apartment	Total
13 one-bath apartments, identified as Apartments 101, 307, 407, 507, 607, 707, 807, 907, 1007, 1107, 1207, 1407 and 1507	0.867	11.271
80 two-bath apartments identified as Apartments 302, 303, 304, 305, 306, 308, 401, 402, 403, 404, 405, 406, 408, 501, 502, 503, 504, 505, 506, 508, 601, 602, 603, 604, 605, 606, 608, 701, 702, 703, 704, 705, 706, 708, 801, 802, 803, 804, 805, 806, 808, 901, 902, 903, 904, 905, 906, 908, 1001, 1002, 1003, 1004, 1005, 1006, 1008, 1101, 1102, 1103, 1104, 1105, 1106, 1108, 1201, 1202, 1203, 1204, 1205, 1206, 1208, 1401, 1402, 1403, 1405, 1406, 1408, 1503, 1504, 1505, 1506, and 1508	1.069	85.520
Apartment 1404, a two-bath apartment	1.071	1.071
Penthouse apartment, a three-bedroom apartment (combined apartment units 1501 and 1502)	2.138	<u>2.138</u> 100.000

In the event of the termination of the condominium, each owner's interest in the condominium property shall be in the percentage set forth above relating to said owner's interest in the common elements.

Each apartment shall have one (1) vote in the affairs of the condominium.

c. Excluded From Unit: The unit (apartment unit) shall not be deemed to include utility services within the boundaries of the unit which are to serve common elements and/or a unit or units other than or in addition to the unit within which contained, nor shall it include columns, beams or partitions contributing to the support of the building in which the unit is located. The items identified in this subparagraph 3 are part of the common elements.

d. Common Elements: Each unit (apartment unit) shall have as an appurtenance thereto, an undivided share of the Common Elements as the same are described and set forth in this Declaration and the exhibits attached hereto.

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E. EASEMENT TO AIR SPACE: The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment unit as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. CROSS EASEMENTS: The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association.

1. Ingress and Egress: Easements through the common areas for ingress and egress.

2. Maintenance, Repair and Replacement: Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

3. Support: Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building.

4. Utilities: Easements through the apartments and common areas for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to other apartments and the common elements, provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the owner of the apartment unit.

G. MAINTENANCE: The responsibility for the maintenance of an apartment shall be as follows:

1. By the Association: The Association shall maintain, repair and replace at the Association's expense:

~~(a)---All portions of any apartment, except interior wall surfaces not contributing to the support of the apartment building, which portions shall include but not be limited to the roof, outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.~~

(a) All portions of any apartment, not to be maintained by the unit owner, which portions shall include but not be limited to the roof, outside walls of the apartment, entry or boundary walls of the apartments, load bearing columns, paved parking spaces which are limited common elements, all landscaping, roadways and driveways in or upon the condominium property, and all common elements.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

~~2.---By the Apartment Owner:---The responsibility of the individual apartment owner shall be as follows:~~

~~(a)---To maintain, repair and replace at his expense all portions of the apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.~~

~~(b)---Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the written consent of the Board of Directors of the Association.~~

~~(c)---To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.~~

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2. By the Apartment Owner: Each unit owner shall maintain in good condition, repair and replace at the expense of the unit owner, all portions of the unit including any screening of the balcony appurtenant to such unit, any windows including glass and the window mechanism or sliding glass doors, all interior surfaces within or surrounding the unit such as the surfaces of the walls, ceilings and floors (it being specifically understood that the exterior portion of the building of the unit is a common element) and the fixtures therein, including the air conditioning equipment therein and the air conditioning compressor(s) (limited common element) on the roof. Whenever a unit owner finds it necessary to repair or replace the compressor or to have access to the same for any reason whatsoever, the unit owner or the agent selected by the unit owner to go to the roof to have access to the compressor shall do so in accordance with the rules and regulations established for this matter. Each unit owner shall pay for any utilities which separately metered to the unit. Each unit owner must perform promptly all maintenance and repair work within the unit, as aforesaid, which, if not performed would affect the condominium property or a unit belonging to another unit owner. Each unit owner shall be expressly liable for any damages which arise due to failure to perform the above described maintenance, repair or replacement. Each unit shall be maintained and repaired in accordance with the final building plans and specifications utilized by the developer, copies of which shall be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

(a) No unit owner shall make any alteration in or on any portion of the buildings or the common elements which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which shall or may jeopardize or impair the safety or soundness of the buildings or the common elements or which, in the sole opinion of the Association, would detrimentally affect the architectural design and appearance of the buildings without first obtaining unanimous approval of all owners of other apartments in the same building and approval of the Board of Directors of the Association.

(b) No unit owner shall paint refurbish, alter, decorate, repair, replace or change the common elements or any outside or exterior portion of the buildings maintained by the Association, including terraces, doors, windows, balcony railing, etc., or install any exterior lighting fixtures, mailboxes, screen doors, awnings, hardware or similar items without first obtaining written approval of the Association. The Association shall not give such approval if in its opinion any of the items mentioned herein shall be inconsistent with the general architecture of the building or will have an unsightly effect as to the exterior or interior of the buildings.

(c) Each unit owner shall promptly report to the Association or its agents any defect or need for repair on the condominium property for which the Association has a responsibility for maintenance and repair.

(d) Each unit owner shall have repairs to any plumbing or electrical wiring within his or her unit made by licensed plumbers or electricians authorized to do such work by the Association. The provisions as to the use of an authorized plumber or electrician shall not be applicable to an institutional mortgagee or to the developer. Plumbing and electrical repairs within a unit shall be paid for and shall be the financial obligation of the unit owner.

H:---ALTERATION AND IMPROVEMENT:---No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association; or remove any portion thereof; or make any additions thereto; or do any work which would jeopardize the safety or soundness of the apartment buildings; or impair

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any easement, without first obtaining unanimous approval of all owners of other apartment in the same building, and the approval of the Board of Directors of the Association.

F. H. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence.

J. L. AUTOMOBILE PARKING SPACE: The location and dimensions of the automobile parking spaces are as more particularly described upon the plot plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such parking space shall be assigned to the exclusive use of each apartment owner so that the occupants of each apartment will be entitled to one parking space for one automobile. The initial assignment of each parking space shall be made by the Developer. Subsequent assignments may be made by each apartment owner, or by operation of law, to any other apartment owner in an exchange of spaces or the sale or transfer of an apartment, provided an apartment always has an assigned parking space. Every assignment and re-assignment of a parking space shall be evidenced by a Certificate issued by the Association, and must be approved by the Board of Directors. Such Certificate shall be transferable only upon the books and records of the Association, and not upon the Public Records of Broward County.

IX. X. ASSESSMENTS

Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

A. Share of Expenses, Common Expenses: The expense for the operation and maintenance of the common elements (including both general common elements and limited common elements, and the manager's apartment should INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., purchase a manager's apartment for the use of a manager to operate said condominium) shall be a common expense. Each apartment owner shall be liable for his or her share of said expenses as set forth in Article VIII IX, D. 2b, as provided therein, except as provided in Subparagraph D., of this Article IX-X. Any increase or decrease in said common expenses shall be proportionate to the initial monthly maintenance assessment provided in said Article VIII IX, D. 2 b.

~~The owners of each apartment shall be responsible for paying their proportionate share of the expenses of maintaining and operating the undivided leasehold interest assigned to said owner by the Developer in accordance with the terms of the lease between POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, as Lessor, and the Developer, as Lessee. For the purpose of allocating said proportionate share of said expenses, the same has been included within the monthly maintenance payment set forth in Article VIII, D, 2 b. The fact that said monthly maintenance payment determines the proportion to be paid by each owner of a leasehold interest to an apartment shall not be construed so as to constitute said leasehold interest condominium property or a part of the common elements of the condominium or deprive the Lessor of its possessory rights and the right to receive rentals and other considerations under said lease.~~

B. Accounts: All sums collected from assessments shall be held in trust for the apartment owners and shall be credited to the apartment owner's account from which shall be paid the expenses for which the respective assessments are made.

C. Assessments for Recurring Expenses: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves, less the unused fund balance credited to such account. Assessments shall be made for the calendar fiscal year annually in advance on December July 1, first preceding the

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fiscal year for which assessments are made, and such annual assessment shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in twelve (12) equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. Upon default by any unit owner in the payment of any such monthly installment within thirty (30) days after the due date thereof, then the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of such monthly installments for the then current assessment year. In the event such annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. Assessments: Liability for payment in the event of foreclosure. In the event of a first mortgage encumbering an apartment, the purchaser at such sale, his successor assigns, shall not be liable for the share of assessments pertaining to such apartment chargeable to the former owner of such apartment which became due prior to the foreclosure sale of such apartment. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the apartment owners, including the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgage in lieu of foreclosure. The foregoing exemption for payment of assessments is in addition to and no way restrictive of the additional exemptions granted herein to mortgagees under the provisions of Article XIV., XV., hereof.

Where an Institutional Mortgage obtains title to a Condominium Parcel as a result of foreclosure of its mortgage, or it accepts a deed to said Condominium Parcel in lieu of foreclosure, said Institutional Mortgagee shall thereafter be liable for the share of Common Expenses or Assessments by the Association for as long thereafter as said mortgagee shall continue to be the Owner of said Condominium Parcel. Upon the said mortgagee's conveying its title to the Condominium Parcel so acquired by it (and the said conveyance shall be subject to the Condominium Documents) the purchaser of said Condominium Parcel from said mortgagee shall be liable for such share of Common Expenses or Assessments by the Association from and after the date of the acquisition of title.

Any person who acquires an interest in a Condominium Parcel, except through foreclosure of an Institutional First Mortgage of records, as specifically provided in the immediately preceding paragraph, including without limitation, purchasers from the original Unit Owner, subsequent purchasers, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Condominium Property until such time as all unpaid Assessments due and owing by the prior Owner have been paid. The Association, through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to the Developer or to any Unit Owner or group of Unit Owners, or to any third party.

E. Assessments for Emergencies: Assessments for common expenses of emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses, shall only be made after approval of the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective; and it

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shall be due within thirty (30) days after notice thereof in such manner as the Board of Directors may require.

F. Assessment for Liens: All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or any portion of the common areas, shall be paid by the Association as a common expense and shall be assessed against the apartments as attributed to the common areas.

G. Assessment Roll: The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection by apartment owners at all reasonable times. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the apartment owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment roll by the Treasurer or Assistant Treasurer of the Association as to the status of an apartment owner's assessment account as of the date upon which it is delivered.

H. Liability for Assessments: The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. Such liability may be avoided by waiver of the use or enjoyment of common facilities or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial sale shall be liable only for assessments coming due after such sale and for the that portion of due assessments prorated for the period after the date of such sale.

I. Lien for Assessments: The unpaid portion of an assessment which is due, including payments accelerated pursuant to the preceding Paragraph C., hereof, shall be secured by a lien upon:

1. The apartment and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the public records of Broward county, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive by virtue of the recordation.

2. All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

J. Collections:

1. Interest, application of payments, assessments and installments paid on or before ~~thirty (30)~~ fifteen (15) days after due date shall not bear interest; but all sums not paid on or before ~~thirty (30)~~ fifteen (15) days after due date shall bear interest at the rate of ~~ten (10)~~ eighteen (18) per cent ~~(10%)~~ (18%) per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

2. Suit: The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment, or by any other competent proceeding and, in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suits and attorneys' fees.

3. Fines: The Association may at the discretion of the majority of the Board of Directors levy a reasonable fine against a unit for failure of the unit owner or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine shall become a lien against a unit. No fine shall exceed \$50 nor shall any fine

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be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The provisions of this subsection shall not apply to unoccupied units.

-X. XI. ADMINISTRATION

The administration of the condominium, including the acts required by the Association by the condominium documents, the maintenance, repair and operation of the common facilities, and the maintenance and repair of all portions of apartments required to be maintained by the Association and shall be governed by the following provisions:

A. The Association has been incorporated under the name of INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., as a corporation not for profit, under the laws of the State of Florida, and under Articles of Incorporation, a copy of which is attached hereto. Any other form of organization for the Association may be substituted upon the unanimous approval of the members.

B. The By-Laws of the Association are attached hereto and shall remain in effect until such By-Laws are amended as therein provided.

C. The duties and powers of the association are those set forth in the condominium documents together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Notice of a special meeting may be given by the Association to apartment owners and by apartment owners to the Association in the manner provided for notice to members by the By-Laws of the Association

E. Trust. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the apartment owners and for the purpose therein stated.

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

1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in Broward county, Florida, and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. The insurance agency and insurance company shall be subject to approval by the bank, savings and loan association or insurance company which, according to such roster at the time of approval, is the owner and holder of the oldest unsatisfied mortgage upon an apartment in the condominium held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval, a request in writing for approval or disapproval within ten (10) days after receipt of the request; and if a response from the mortgagee is not received within such ten (10) day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named insured. The named insured shall be the Association individually and as agent for the apartment owners without naming them, and shall include the mortgagees of apartments which are listed in the roster of mortgagees. ~~Said policies shall also list the lessor of the 99-year lease as a named insured.~~ Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon

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their own personal property and for their personal liability and living expense.

(d) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten (10) days prior to the expiration of expiring policies.

2. Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

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

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

4. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the ~~POMPANO BEACH BANK AND TRUST COMPANY, BARNETT BANK~~, as Trustee, ~~the lessor under the 99-year lease~~, and the Association and the apartment owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as Insurance Trustee 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 payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The 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 apartment owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements--an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments shall be held for the owners of damages apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to an apartment, the share of the apartment owner shall be held in trust for the mortgagee

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and the apartment owner, as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the apartment owner and mortgagee, pursuant to the provisions of this Declaration.

5. Distributions of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction and Repair. The remaining proceeds of any insurance policy shall be utilized to defray the cost of reconstructing or repairing any damage. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgages being payable jointly to them.

(c) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or Vice President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

6. Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

7. Benefit of Mortgagees. Certain provisions in this Paragraph F., entitled "Insurance" are for the benefit of mortgagees of condominium parcels, and all of such provisions are covenants for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

G. Reconstruction or repair after casualty.

1. Reconstruction or Repair Required. In the event of any casualty to the common elements or to the individual apartment units, the same shall be repaired or reconstructed, as the case may be, by the Association or the individual apartment owner.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

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

4. Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any

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time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

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

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an Architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility or reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if their is a mortgagee endorsement as to such apartment, then the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an Architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an Architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

H. Taxes and Special Assessments.

1. Anticipated Taxes. It is anticipated that taxes and special assessments upon the apartments and common facilities will be assessed by the taxing authorities to the apartment owners.

2. Other Assessments. Any taxes and special assessments upon the condominium property which are not assessed against the apartment owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the apartment owners as a common expense subject to the provisions of Article-XIV., XV., hereof.

3. Return for Taxation. The Association shall make a return of all apartments for taxation in the name of the respective owners. Such return shall show each apartment owner's share in the apartment buildings as being the share which the apartment owner owns in the common facilities which are appurtenant to the apartment in the buildings.

XI. XII. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences: The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only ~~by a single family as its residence by the unit owner as a single family private dwelling, for the unit owner and members of his family, and his social guests and for no other purpose.~~

B. Social Guest: Social guests of a unit owner may occupy the condominium apartment only when the condominium unit owner or members of his family who reside with the unit owner are in residence in the condominium apartment. An owner may permit occasional use of his apartment by relative or friends when not in residence provided he first registers such guests with the board forty-eight (48) hours in advance in writing. Visiting relatives or guests are restricted to a total of thirty (30) days in any one year unless this should prevent undue hardship in which case the board will give consideration to an extension of the total days. It is the owner's responsibility to see that such guests are provided with entrance keys and are fully informed of all rules and regulations. In all cases the owner is fully responsible for any actions and damages resulting from their guests.

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B. C. Nuisances: No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. The unit owner shall not permit or suffer anything to be done or kept in his unit which shall increase the rate of insurance on the condominium property.

C. D. Lawful Use: No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. E. Subleasing: Entire apartments may be rented, provided the occupancy is only by the sublessee and his family, servants, and guests, and the term of said sublease is not for less than four (4) months. All permanent occupants must be at least twelve (12) years of age. No rooms may be rented, and no transient tenants accommodated. An apartment may be leased only once during any four (4) month period and may not be occupied by the unit owner during said term of the lease unless there is a default by the tenant on the lease. If there is such a default, the unit owner must verify the default by sworn and notarized affidavit submitted to the Board of Directors.

E. F. Regulations: Reasonable regulations concerning the use of the condominium property have been made and are attached hereto, marked Exhibit D., and may be amended from time to time by the Board of Directors of the Association, provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartments owners.

F. G. Transfers of Ownership: In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, subleasing and mortgaging of apartments by any owner other than the Developer shall be subject to the following provisions so long as the apartment buildings in useful condition exist upon the land:

1. Sale or Sublease: No apartment owner may dispose of any apartment or any interest therein by sale or by sublease without approval of the Association, except to another apartment owner. If the purchaser or sublessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be the occupants of the apartment. Title to a condominium parcel may not be held directly or indirectly by more than "one" family unit at a time. A family unit for the purpose of this paragraph shall be defined as a single family comprised of a husband and/or a wife and/or dependents. The approval of the Association shall be obtained as follows:

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide sublease of his apartment or any interest therein, shall give notice to the Association of such intention, together with the name and address of the proposed purchaser or sublease together with such other information as the Association may require.

(b) Elections of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser or sublessee approved by the Association who will accept terms as

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favorable to the seller as the terms stated in the notice. Such purchaser or sublessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Association shall be in recordable form and delivered to the purchaser or sublessee. In the event that the Association does not furnish a purchaser or sublessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, then and in that event the seller shall be free to sell or sublease his apartment to the proposed purchaser or sublessee, and the Association shall provide the purchaser or sublessee of said sale or sublease with approval in recordable form. Nothing herein, however, shall require the Association to approve the sale of a unit to a purchaser the approval of which would violate the terms and conditions of this Declaration of Condominium and the Association shall not be required to purchase or provide a purchaser for said apartment or condominium parcel unless the proposed purchaser otherwise meets the requirements of this Declaration of Condominium (ie if a proposed purchaser has children under the age of twelve which would reside in the condominium unit or if the proposed sale of said unit was to other than a single family unit as defined herein, etc.).

(c) In the event of the death of the owner of an apartment, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty (30) days after receipt of such notice, the Association must approve the occupancy of the apartment by such applicant or furnish a purchaser who will purchase the apartment from said heir, devisee, or grantee or the personal representative of the estate at the then market value of the apartment. In the event that the Association does not furnish a purchaser approved by the Association who will purchase said apartment from said heir, devisee or grantee, or the personal representative of the estate at the then market value of the apartment, within thirty (30) days after receipt of such notice, then and in that event the Association shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said apartment.

~~2. Mortgage. No apartment owner may mortgage his apartment or any interest therein without the approval of the Association except to a bank, life insurance company, or a state or federal savings and loan association, or Massachusetts Business Trust. The approval of any other mortgagee may be arbitrarily withheld. This provisions shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as part of the purchase price of an apartment, nor to prevent an apartment owner from accepting a purchase money mortgage from an approved purchaser.~~

2. Mortgage and Other Alienation of Units.

(a) A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association except to an Institutional Mortgagee, as hereinbefore defined or unless in the form of a Purchase Money Mortgage to his grantor (unit owner). The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association and said approval, if granted, shall be in recordable form, executed by two officers of the Association, and shall be recorded in the Public Records of Broward County, Florida.

(b) No judicial sale of a unit nor any interest therein shall be valid, unless:

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(1) The sale is to a purchaser approved by the Association, which approval shall be in recordable form executed by two officers of the Association and delivered to the purchaser, and said approval shall be recorded in the Public Records of Broward County, Florida.

(c) The foregoing provisions of this article shall not apply to transfer by a unit owner to his or her spouse.

(d) (1.) The phrase, "sell, rent or lease", in addition to its general definition shall be defined as including the transferring of a Unit Owner's interest by gift, devise or voluntary or judicial sale.

(2.) In the event of a judicial sale, public or private, voluntary or involuntary, the Board of Directors of the Association may, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association or within thirty (30) days from the date the Association is placed on actual notice of the said sale, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall, thereupon, become the owner(s) of the Condominium Parcel, subject to the provisions of this Declaration and the Exhibits attached hereto or referred to herein.

If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, of the said Condominium Parcel, at the then fair market value thereof. Nothing however, shall require the Association to approve the sale of a unit to a purchaser the approval of which would violate the terms and conditions of this Declaration of Condominium and the Association shall not be required to purchase or provide a purchaser for said apartment or condominium parcel unless the proposed purchaser otherwise meets the requirements of this Declaration of Condominium (ie if a proposed purchaser has children under the age of twelve which would reside in the condominium if the proposed sale of said unit was to other than a single family unit as defined herein, etc.).

(e) Any sale, mortgage or lease, which is not authorized pursuant to the terms of this Declaration, shall be void, unless subsequently approved by a majority of the Board of Directors of the Association and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

(f) The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest, as provided herein. Every purchaser, tenant or lessee, shall take subject to this Declaration the Bylaws and Articles of Incorporation of the Association, and all other Exhibits attached to the Declaration, as well as the provisions of the Condominium Act.

3: (g) Liens:

(a) (1.) Protection of Property. All liens against an apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) (2.) Notice of Lien. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

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(c) (3.) Notice of Suit. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives notice thereof.

(d) (4.) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

3. Bona Fide Lease of an Apartment: **An apartment owner intending to make a bonafide lease of his apartment shall give written notice to the Association of such intention together with the name and address of the proposed lessee, together with such other information as the Association may require.

(a) The owner or his agent will require a personal interview meeting with the Association and the applicant or applicants. The Association may also take such steps as are necessary to verify credit and character references submitted with the application.

(b) The Association shall act upon all applications promptly and render a written decision no later than thirty (30) days from the date of interview meeting.

(c) No apartment may be leased to a corporation, no lease may be for less than the entire apartment, no lease shall be for less than four (4) months or for more than twelve (12) months, no children under twelve (12) years of age are permitted.

(d) A lessee shall abide by the rules and regulations just as if he were an owner and owner shall be responsible and liable for any and all damages caused by the lessee.

(e) No lessee is permitted to sublease or assign his interest in an existing lease.

4. Transfer fee: The Association may charge a transfer fee in connection with the sale, mortgage, lease, sublease or other transfer of a unit if the Association is required to approve such transfer. Any such fee may be present but in no event shall said fee exceed \$50.00. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no transfer fee shall be charged. Failure to pay said transfer fee shall be a basis to disapprove a sale, lease or sublease.

5. Judicial Sales: Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward county, Florida; or

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of an apartment owner become subject to a first mortgage as security in good faith or for value, the holder of such mortgage, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, sublease or otherwise dispose of said interest, and the transfer of the leasehold interest to said apartment may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or sublessee shall take subject to the condominium documents.

6. Unauthorized Transactions. Any sale, mortgage or sublease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

7. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted

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pursuant thereto, and said documents and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association or, in a proper case, by an aggrieved apartment owner.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No Waiver of Rights. The failure of the Association or any apartment owners to enforce any covenant, restriction or other provision of the condominium documents, shall not constitute a waiver of the right to do so thereafter.

7. 8. Instruments of Transfer. All sales or transfers of an owner's interest in INTRACOASTAL TOWER APARTMENTS CONDOMINIUM, a Condominium, other than those by operation of law or by judicial sale, shall be effected by the execution and delivery by the selling owner of a condominium deed in the form attached hereto as Exhibit E, ~~and by the execution and delivery by the selling owner, and the execution by the purchaser of an assignment of lease in the form attached hereto marked Exhibit G.~~

H. Improvements: ~~The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on exterior walls, doors or windows of the unit, or of the screen terraces without first obtaining written consent of the Association. The unit owner shall not place any furniture or equipment outside the unit and the common elements, except the unit owner may place furniture on the screen balconies and patios which are limited elements. No improvements may be constructed on the exterior of the building or the land on which it is located without the prior written consent of the Association. This shall include but is not limited to any structure constructed or attached to the exterior of the building as any awning, window, door, screen, jalousy, wallor any other improvements.~~

I. Pets: ~~The keeping of a dog or other pet is a conditional license available to original owners and residents, not a lessee or guest. This conditional license is subject to termination at any time by the Board of Directors upon determination that such dog or pet is vicious, or annoying to other owners or has otherwise become a nuisance. All dogs or other pets presently belonging to owners in Intracoastal Towers Condominium shall not be replaced following their death or disposal by any other means. An owner who did not have a pet when taking possession cannot acquire one later. The only pets which may be kept by the owner of any apartment shall be a domestic dog weighing less than fifteen pounds or a domestic cat. No other pet shall be permitted to be kept by an owner in his or her apartment except tropical fish and birds approved by the Board of Directors.~~

J. Children: ~~No children under twelve (12) years of age shall be permitted as permanent occupants of any of the~~

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apartment in Intracoastal Tower Condominium. Nor shall an apartment be leased to families with children under twelve (12) years of age.

K. Parking: Only passenger automobiles will be allowed on the grounds of Intracoastal Tower Apartments, except for service or delivery. Parking of boat trailers, camping, trailers, motorcycles, van type vehicles and trucks are prohibited on the grounds including areas designated for the parking of vehicles.

XI. XIII. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners, meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by seventy-five percent (75%) of the Board of Directors and by not less than seventy-five percent (75%) of the members of the Association, except as to an amendment altering the shares of ownership in the common elements of the share of the common expenses of the condominium, any of which shall require the approval of one hundred percent (100%) of the owners.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee must be received in writing by the Association before adoption by the Association of such resolutions.

4. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted, and shall be effective when recorded among the Public Records of Broward County, Florida.

B. Association Charter and By-Laws. The Articles of Incorporation and the By-Laws of the Association may be amended in the manner provided by such documents.

C. Provisio. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment.

~~D. Developer's Additional Rights. Irrespective of anything else herein contained, no amendment may be made to this Declaration of Condominium or to any of the Exhibits attached hereto, without the written consent of the Developer, so long as it retains the ownership of any condominium parcel (apartment unit), provided, however, that the right to require said written consent of the Developer shall cease on a date three (3) years from the date of recording this Declaration of Condominium.~~

~~The Developer reserves the right at any time prior to the recording thereof, to make amendments to the proposed Declaration of Condominium and Exhibits attached thereto of INTRACOASTAL TOWER APARTMENTS, a Condominium, so long as said amendments do not affect the percentage of ownership in the general common elements, assessments, voting rights, location or size of any apartment, as to any apartment previously sold to any purchaser prior to the time of said amendment. No such amendment shall be effective, however, as to any apartment unit encumbered by the lien of any permitted mortgage until the written consent of said mortgagee has been obtained and filed of record.~~

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~~XIII.~~ XIV. TERMINATION

The Condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the apartment owners and all mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

R. Shares of Ownership After Termination. After termination of the condominium, the apartment owners shall own the condominium property as tenants in common in undivided shares, and their mortgagees and lienees and ~~the Lessor of the 99-year Lease upon which the condominium has been constructed~~ shall have mortgages and liens upon the respective shares of the apartment owners.

~~XIV.~~ XV. ADDITIONAL RIGHTS OF MORTGAGEES

~~As provided in Article VI., hereof, the Association is obligated to perform all obligations of the Lessee in the lease described in said Article.~~ Notwithstanding any provision of this Declaration to the contrary, should the holder of any institutional mortgage on an apartment unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said Lease. The foregoing immunity and waiver of obligations to the mortgagees shall apply to all obligations arising from the Lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale of such unit by said mortgagee-owner. Nothing herein contained shall require the Association or owners of any other apartment units to pay to the Lessor any portion of the obligations under the Lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above.

~~XV.~~ XVI. COVENANTS RUNNING WITH THE LAND

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

~~XVI.~~ XVII. SEVERABILITY

The invalidity of any covenant, restriction or other provisions in any condominium document shall not affect the validity of the remaining portions thereof.

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IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration, this 24th day of January, 1974, and caused its seal to be affixed.

Witnesses: ICE DEVELOPMENT CORPORATION

By: _____
President

Attest: _____
Secretary

(corporate seal)

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State, personally appeared, _____ and _____, known to me to be the President and Secretary, respectively, of ICE DEVELOPMENT CORPORATION, a Florida corporation; that then and there said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; and that their names are officially subscribed thereto, and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this 24th day of January, 1974.

Notary Public

My Commission Expires:

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RIDER TO DECLARATION OF CONDOMINIUM

By way of clarification of the foregoing Declaration of Condominium, the Lessor described as "Pompano Beach Bank and Trust Company, Barnett Bank as Trustee," in the initial paragraph of the Declaration of Condominium and through the Declaration, changed its name after the time the said Declaration of Condominium was dictated and prepared and prior to its execution and subsequent recordation amongst the Public Records of Broward County, Florida to "Florida Coast Bank of Pompano Beach, Barnett Bank." Accordingly, wheresoever the Lessor is described or referred to in the foregoing Declaration of Condominium, the Lessor shall be and is intended to be read as follows: "Florida Coast Bank of Pompano Beach, Barnett Bank (formerly Pompano Beach Bank and Trust Company) as Trustee."

In further clarification of the above and foregoing Declaration of Condominium, no transfer of an apartment unit will be valid without a corresponding partial assignment of that unit's undivided interest in both the Lease and the building and improvements which are a part of Intracoastal Tower Apartments , a Condominium.

Each, every and all of the above and foregoing terms of the Declaration of Condominium dated January 24, 1974, is hereby ratified, confirmed and republished this 13th day of March, 1974.

IN WITNESS WHEREOF, the Developer , by its appropriate officers, has executed this RIDER TO DECLARATION OF CONDOMINIUM, this 13th day of March, 1974.

Witnesses: ICE DEVELOPMENT CORPORATION

_____ By: _____
President

_____ Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of ICE DEVELOPMENT CORPORATION, a Florida corporation; that then and there said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation; and that their names are officially subscribed thereto, and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid this _____ day of _____, 19

Notary Public

My Commission Expires:

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R I C H A R D W . D O D G E
MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

A R C H I T E C T

NINE HUNDRED FIFTY NORTH FEDERAL HIGHWAY
POMPAÑO BEACH, FLORIDA • 941-3055

CERTIFICATE OF ARCHITECT

Exhibit A to Declaration of Condominium for INTRACOASTAL
TOWERS CONDOMINIUM.

CERTIFICATE OF ARCHITECT, made this 11th day of June, 1973.

I, RICHARD W. DODGE, of Pompano Beach, Broward County, Florida,
CERTIFY AS FOLLOWS:

1. I am an architect licensed to practice in the State of Florida.
2. This Certificate is made as to INTRACOASTAL TOWERS CONDOMINIUM, a condominium located at 1505 North Riverside Drive, Pompano Beach, Florida 33064, and in compliance with applicable Florida Statutes.
3. The following Exhibits to the Declaration of Condominium, to-wit:

Exhibit A-1	Sheet A-1 of 11	Site Plan
Exhibit A-2	Sheet A-2 of 11	First Floor (Garage) Plan
Exhibit A-3	Sheet A-3 of 11	Second Floor (Garage) Plan
Exhibit A-4	Sheet A-4 of 11	Third Floor Plan
Exhibit A-5	Sheet A-5 of 11	Typical Floor (4th thru 15th)
Exhibit A-6	Sheet A-8 of 11	Exterior Elevation
Exhibit A-7	Sheet A-9 of 11	Exterior Elevation

together with the wording of the Declaration, constitute a correct representation of the improvements of the Condominium as prepared by this office, and there can be determined from them the identification, location, dimensions and size of the common elements and of each unit.

Richard W. Dodge

RICHARD W. DODGE, A.I.A., ARCHITECT
Certificate of Registration No. 2901

SWORN TO AND SUBSCRIBED before me this 11th day of June, 1973.

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1976

EXHIBIT A

Janet S. Bell
Janet S. Bell - Notary Public

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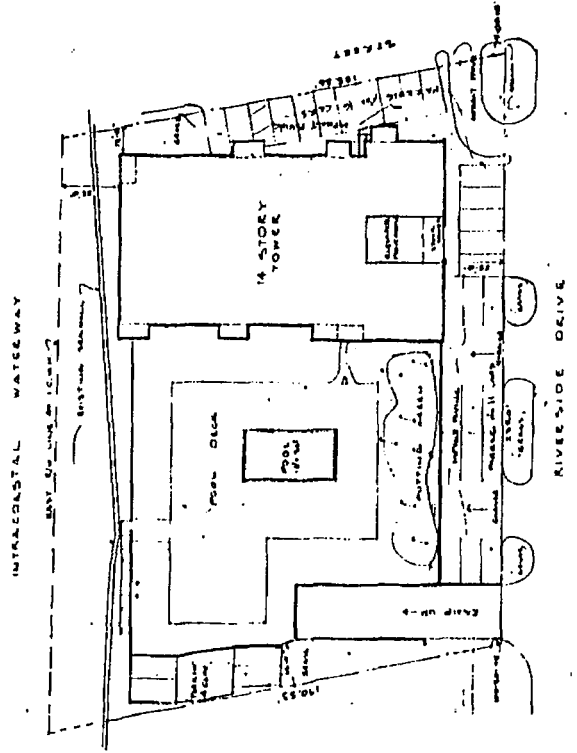
EXHIBIT A

INTRACOASTAL TOWERS

CONDOMINIUM APARTMENTS

SHEET INDEX

- ARCHITECTURAL R.W. DODGE A.I.A.
 1-7 DOOR, FINISH, WINDOW SCHED & DETAILS
 2-1 SITE PLAN & SHT. INDEX
 2-2 LOWER GARAGE PLAN
 2-3 UPPER GARAGE PLAN
 2-4 FIRST FLOOR (APT. 5)
 2-5 TYPICAL 1st FLOOR PLAN
 2-6 TYPICAL 2nd FLOOR PLAN

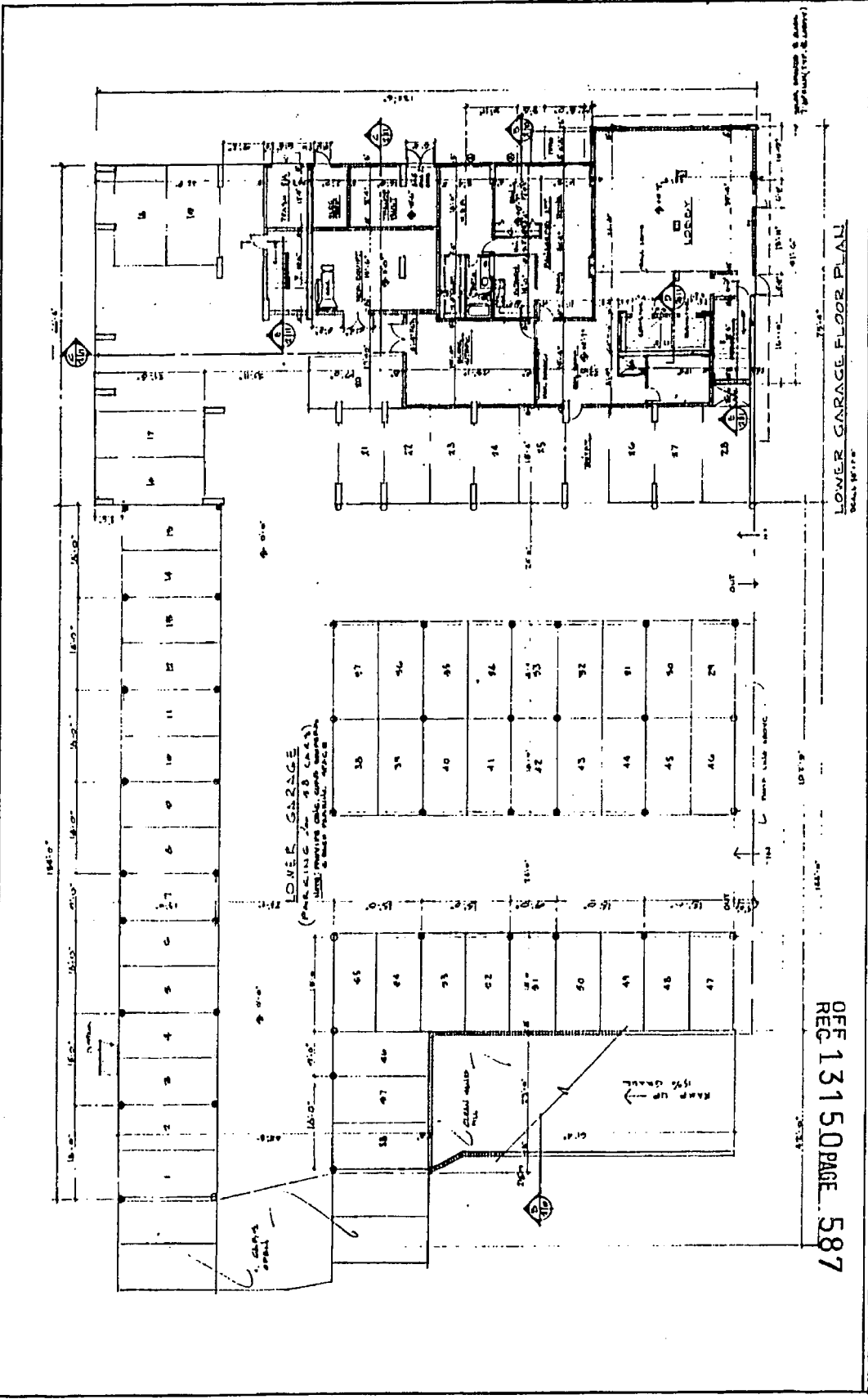


SITE PLAN
 SCALE: 1" = 20'-0"
 172 APARTMENT UNITS
 GROSS AREA: 41,154 SQ. FT.
 GARAGE AREA: 14,081 SQ. FT.
 TOTAL COVERED AREA: 55,235 SQ. FT.
 TOTAL OPEN AREA: 20,370 SQ. FT. @ 2%

LOCALITIES
 172 APARTMENT UNITS
 GROSS AREA: 41,154 SQ. FT.
 GARAGE AREA: 14,081 SQ. FT.
 TOTAL COVERED AREA: 55,235 SQ. FT.
 TOTAL OPEN AREA: 20,370 SQ. FT. @ 2%

APARTMENT BLDG. CORP.		I. C. E.		RICHARD W. DODGE A.I.A. ARCHIT.		SITE PLAN - JUDGE	
DEVELOPMENT CORP.		POMPANO, FLORIDA		EXHIBIT A1		A1	
						DATE: MAR 29, 1974	

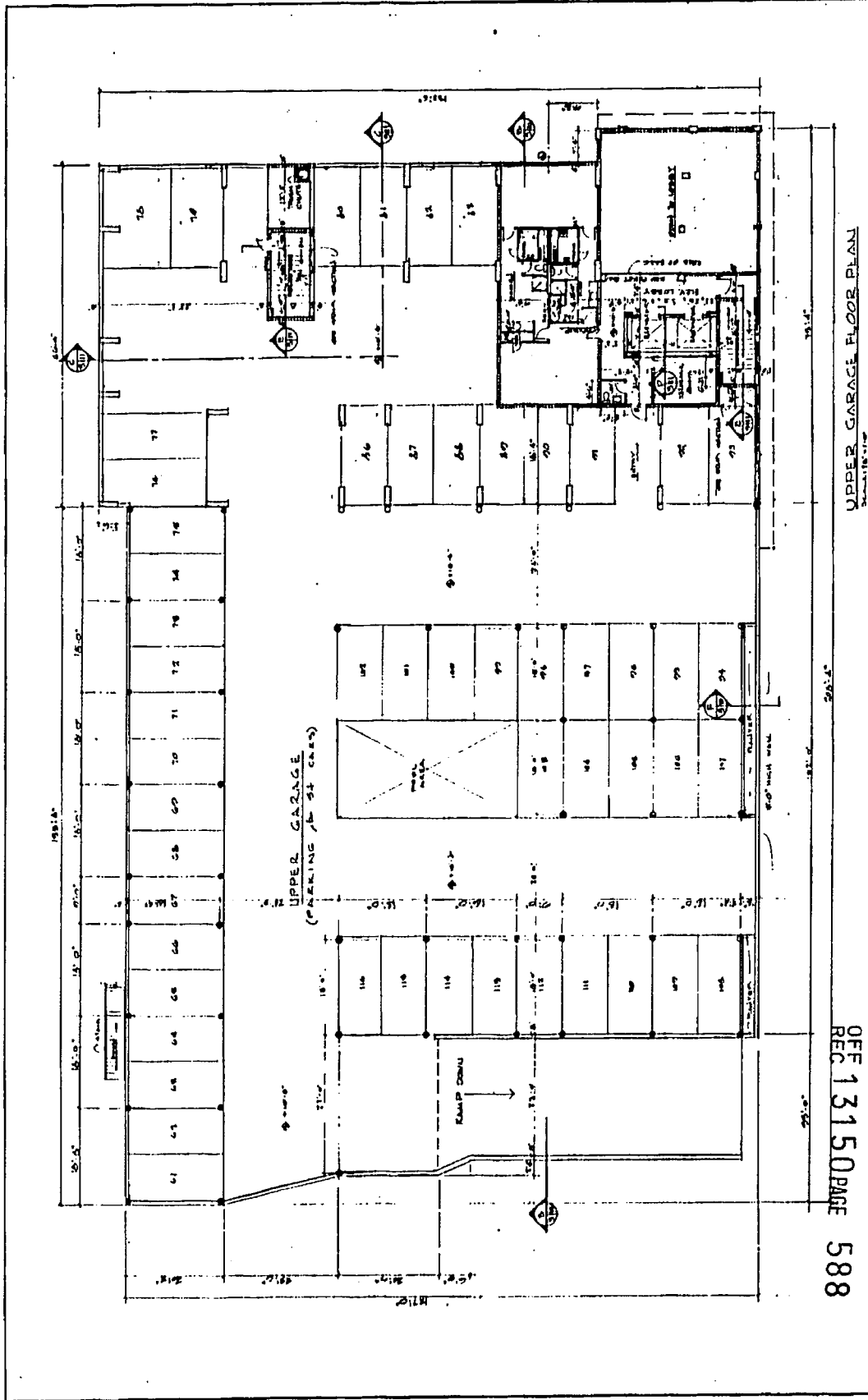
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LOWER GARAGE FLOOR PLAN

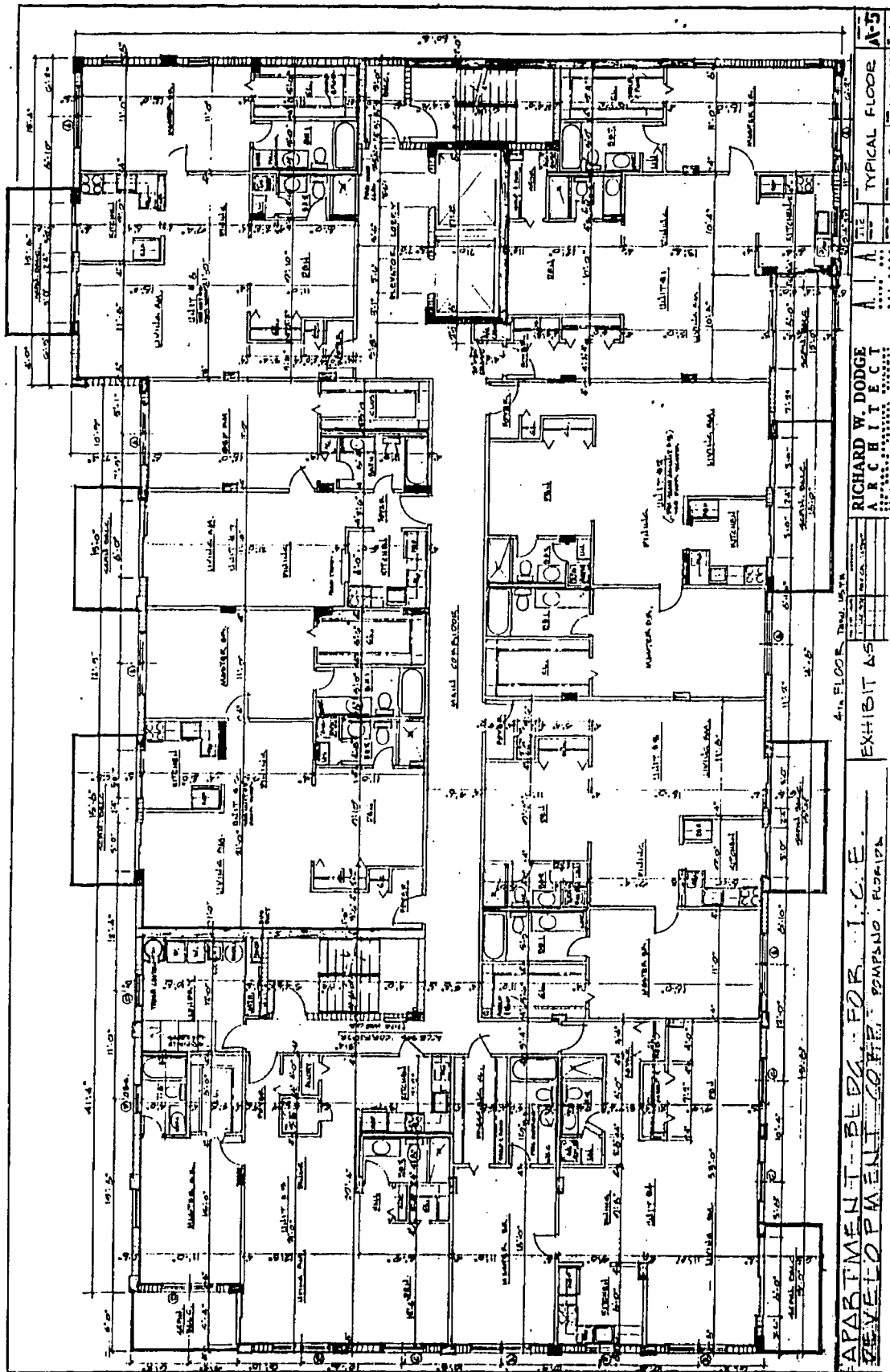
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APARTMENT BLDG FOR E. C. I. CORP.		EXHIBIT A		LOWER GARAGE FLOOR PLAN		A-2	
DEVELOPMENT CORP. POMPANO, FLORIDA		RICHARD W. DODGE A.L.A. ARCHITECT		DATE: 11-15-72		JOB NO. 49,1972	
		10000 W. 15th Ave. Pompano Beach, Florida		DATE: 11-15-72		JOB NO. 49,1972	
		10000 W. 15th Ave. Pompano Beach, Florida		DATE: 11-15-72		JOB NO. 49,1972	

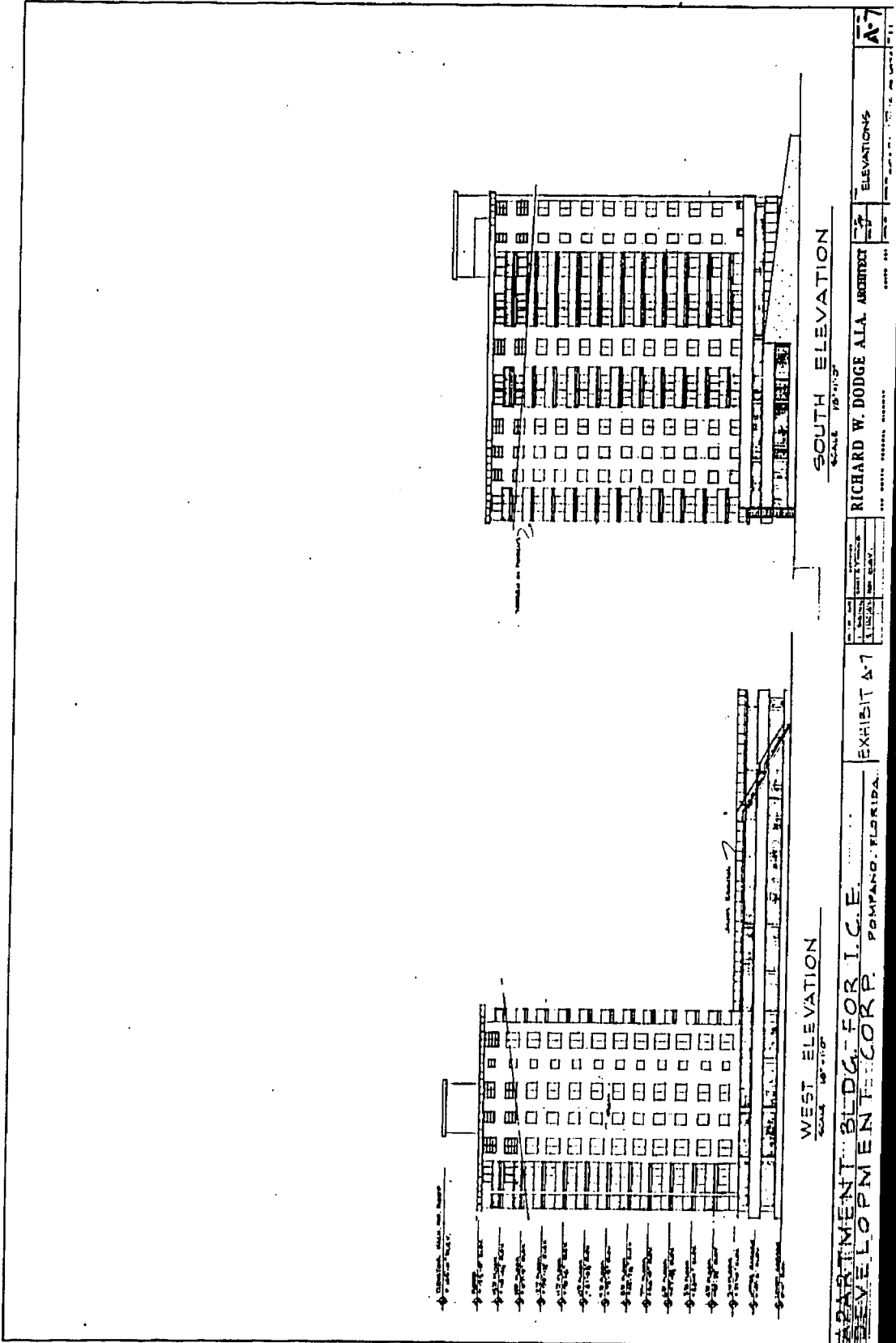


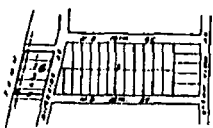
UPPER GARAGE FLOOR PLAN

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4th FLOOR, THRU WALL
 EXHIBIT AS
 RICHARD W. DODGE
 ARCHITECT
 APARTMENT BUILDING FOR I.C.E.
 DEVELOPMENT OFFICE, TAMPA, FLORIDA
 TYPICAL FLOOR A-5





LOCATION PLAN
SCALE: 1" = 100'

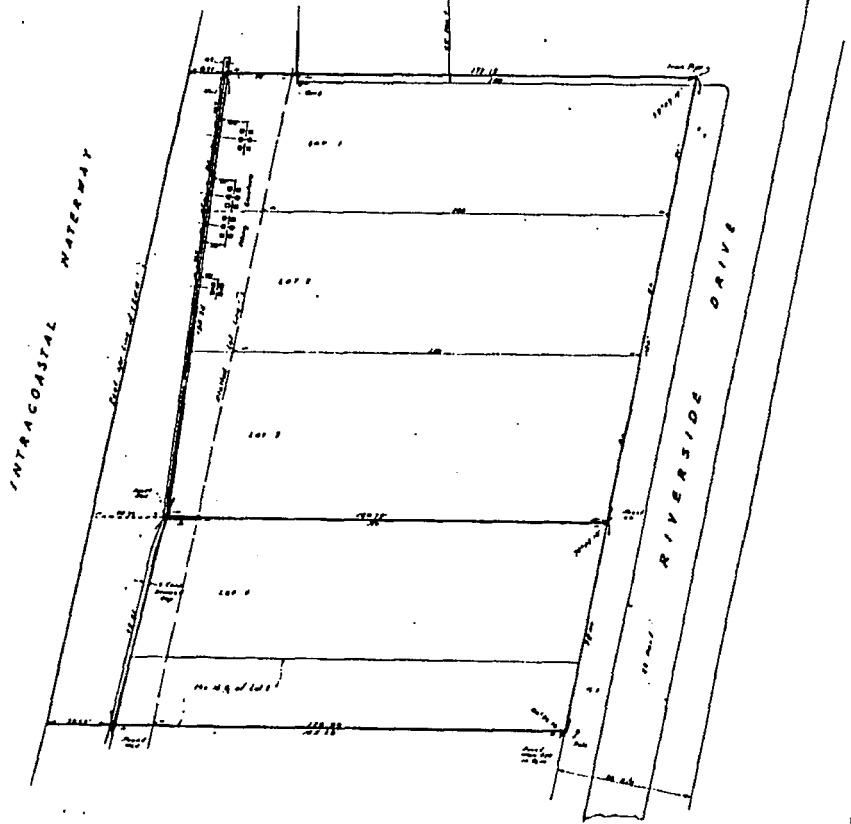
DESCRIPTION

Lots 1, 2, 3, 4 and the North Half (NH) of Lot 5, Block G, as shown by the plat of POMPANO BY THE SEA

As Recorded in Plat Book 3, of Page 13, of the Public Records of Broward County, Florida, and that plat of land lying between said Lots 1, 2, 3, 4 and the North Half (NH) of Lot 5, and the East 1/2 1/4 of the INTRACOASTAL WATERWAY.

WARRANTY
 I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE NOTED THE SAME AS INDICATED ON THIS SURVEY AND THAT SAID SURVEY SHOWS SURVEY AND BEARS THE SAME AS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE REQUIREMENTS SET FORTH BY THE FIDELITY GUARANTY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.

PREPARED BY WILLIAMS, HATFIELD & STONER, INC.
 DATE: Lots 1, 2 and 3 - Surveyed May 12, 1965
 Lot 4 and the North One-Half (NH) of Lot 5 - Surveyed November 18, 1965



WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS • LAND SURVEYORS 1212 WILTON DRIVE FT. LAUDERDALE, FLA.			
SURVEY LOTS 1, 2, 3, 4 AND THE N.H. OF LOT 5, BLOCK G POMPANO BY THE SEA			
L.S. No. 8772A Date 11-18-65 Drawn by J.H.S. Checked by J.H.S. Date 11-18-65	Scale: 1" = 100' Sheet: 1 of 1	JOB NO. 80-072A	

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ARTICLES OF INCORPORATION

OF

INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC.

(a condominium)

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes 1961, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

DEFINITIONS

As used in these Articles of Incorporation, unless the context otherwise requires:

A. Association means the corporation created by these Articles of Incorporation.

B. Condominium refers to the condominium bearing the name INTRACOASTAL TOWER APARTMENTS, a condominium.

C. Corporation means the corporation formed by these Articles of Incorporation.

D. Member or members means the owner or owners of individual condominium apartments (condominium parcels) in the Condominium who, by virtue of these Articles of Incorporation, are members of the corporation.

E. Owner or owners means the owner or owners of individual condominium apartments (condominium parcels) in the Condominium.

ARTICLE III

PURPOSE

The purpose for which the corporation is organized is as follows:
For the purpose of operating and managing a condominium for the use and benefit of the owners of the condominium parcels (apartment units) as the agent of said owners.

ARTICLE IV

POWERS

A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.

B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the condominium and the regulations of the condominium.

EXHIBIT B

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C. The corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01, et seq., Florida Statutes, entitled "Florida Corporations Not for Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 63-35, of the General Laws of Florida, entitled "The Condominium Act" now or hereafter in force.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

F. All funds and the titles of all properties acquired by this corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

G. All of the powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the land to be operated and administered by this corporation.

H. The corporation is expressly authorized to enter into a lease or leases or any other agreement authorized under Chapter 711.121, Florida Statutes.

I. The corporation is expressly authorized to purchase an apartment in INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., for use as a manager's apartment, and to pay for the purchase price of the same, including any mortgage payments which may be a part of the purchase price, and to pay for any maintenance or rental on the 99-year lease applicable to said apartment, all of which expenses shall be considered as a common expense payable by all of the owners of the individual apartments in INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC.

ARTICLE V

MEMBERSHIP

The qualification of members, the manner of their admission and voting by members, shall be as follows:

1. This corporation shall be organized without any capital stock.
2. All unit owners of condominium parcels in the condominium, shall be members of the corporation, and no other persons or other entities shall be entitled to membership, provided, however, that until such time as the Declaration of Condominium of the condominium has been placed of record with the Clerk of the Circuit Court, the lessees of the land upon which said condominium apartment building is being erected shall constitute the members of the Association.
3. Membership in the corporation shall be established in the following methods:

A. The lessees of the vacant land upon which the condominium is being erected shall be members of the corporation until such time as the Declaration of Condominium has been recorded, after which time their membership shall cease, except that it shall continue with reference to any individual condominium parcel still owned by the lessees of any of said land.

B. Other persons shall become members of the Association by the recording in the public records of Broward County, Florida, of an assignment of the 99-year lease held by any unit owner, and of a deed to the percentage of the building and improvements owned by said owner or other instrument establishing a transfer of said owner's interest to a condominium parcel (apartment unit) and the delivery to the corporation of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the corporation, and the membership of the prior owner shall at that time be terminated.

4. The interest of any member in any part of the real property or in the funds and assets of the corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium parcel (apartment unit).

5. Voting by the members of the Condominium in the affairs of the corporation shall be on the basis of one (1) vote per apartment.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the corporation.

ARTICLE VI

CORPORATE EXISTENCE

This corporation shall continue to exist so long as the Condominium shall be in existence.

The corporation may be terminated by termination of the Condominium in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VII

DIRECTORS

1. The business of this corporation shall be conducted by a Board of Directors of not less than three (3) directors nor more than nine (9) directors, the exact number of directors to be fixed by the By-Laws of the corporation.

2. The election of directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the corporation.

ARTICLE VIII

DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the officers of the corporation who shall hold office until their successors are elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Carl A. Rose	1505 N. Riverside Drive Pompano Beach, Florida 33062	President and Director
Edward Haber	1505 N. Riverside Drive Pompano Beach, Florida 33062	Vice-President and Director
William J. Lillis	1505 N. Riverside Drive Pompano Beach, Florida 33062	Secretary-Treasurer and Director

ARTICLE IX

INCORPORATORS AND SUBSCRIBERS

The following constitute the original incorporators and subscribers to the Articles of Incorporation of the Condominium:

<u>NAME</u>	<u>ADDRESS</u>
Carl A. Rose	1505 North Riverside Drive Pompano Beach, Florida 33062
Edward Haber	1505 North Riverside Drive Pompano Beach, Florida 33062
William J. Lillis	1505 North Riverside Drive Pompano Beach, Florida 33062

ARTICLE X

BY-LAWS

The By-Laws of the corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE XI

AMENDMENTS TO ARTICLES OF INCORPORATION

Section 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least seventy-five (75%) per cent of the votes in the condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. No amendment to the Articles of Incorporation shall be valid without the written consent of 100% of the members as to any of the following:

No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel (apartment unit) in the general common elements of the condominium, or which in any way changes or modifies the voting rights of any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common elements or general common elements of the condominium.

Section 3. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court in Broward County, Florida.

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ARTICLE XII

ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of the Condominium, shall be utilized by the corporation to pay for the cost of said maintenance and operation. The corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels (apartment units) except to the extent necessary to carry out the powers vested in it as agent for said members.

2. The corporation shall make no distribution of income to its members, directors or officers, and it shall be conducted as a non-profit corporation.

3. Any funds held by the corporation from its receipts, over and above its common expenses, shall be known as the common surplus of the corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the condominium.

4. Upon termination of the condominium and dissolution, or final liquidation of this corporation, the distribution to the members of this corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XIII

INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he 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 corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

We, the undersigned, being the original subscribers and incorporators of the foregoing corporation do hereby certify that the foregoing constitutes the proposed Articles of Incorporation of INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC.

WITNESS our hands and seals this _____ day of _____, 197__.

Carl A. Rose (SEAL)

Edward Haber (SEAL)

William J. Lillis (SEAL)

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STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared CARL A. ROSE, EDWARD HABER, and WILLIAM J. LILLIS, to me well known as the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to the same for the purposes herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 197__.

Notary Public

My commission expires:

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BY-LAWS
OF
INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC.
A Condominium

ARTICLE I

NAME AND LOCATION

Section 1. The name of this corporation shall be INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC.
Section 2. Its principal place of business shall be located at Pompano Beach, Florida 33062.

ARTICLE II

PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a condominium, pursuant to the provisions of Chapter 63-35, of the General Laws of Florida 1963. The condominium to be operated and managed by the corporation shall be located upon the lands described in the Declaration of Condominium of INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a condominium.
Section 2. INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, was duly incorporated in the Office of the Secretary of State of the State of Florida, on the _____ day of _____, 1972.

ARTICLE III

MEMBERS

Section 1. All of the owners of condominium parcels shall be members of this corporation. Upon recording of a deed to an undivided interest in the buildings and other improvements and an assignment of owner's 99-year leasehold interest establishing a change of ownership to a condominium parcel in the condominium, and the delivery to the corporation of a certified copy of said instruments, the new owner designated by said instruments shall become a member of the corporation, and the membership of the prior owner shall be thereby terminated.
Section 2. The owners of individual condominium parcels (apartment units) shall be entitled to one (1) vote in the affairs of the corporation.
Section 3. No other person or legal entity may be a member of the corporation or vote in its affairs.

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ARTICLE IV

MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held at 3:00 P.M.

EXHIBIT C

Eastern Standard Time, on the third Wednesday in _____, of each year at the principal office of the corporation, or at such other place as may be set forth in the notice of said meeting, in Broward County, Florida. At such meeting the members shall elect Directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

The first annual meeting of the members shall be held on the third Wednesday in _____, of 1975. The holding of the first annual meeting of the members may be accelerated prior to the third Wednesday in _____, of 1975, if in the opinion of the Developer, ICE DEVELOPMENT CORPORATION, there are a sufficient number of members available to hold said meeting.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place in Broward County, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President, or, in his absence, by the Vice-President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President, or Vice-President to call such a meeting whenever so requested by members holding thirty-three (33%) per cent or more of the voting rights in the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice-President or Secretary to each member not less than ten (10) days prior to the date of said meeting, to the address of said member as it appears upon the books of the corporation. A certificate of the officer mailing said notice shall be prima-facie proof that said notice was given.

Section 4. The President or, in his absence, the Vice-President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast fifty-one (51%) per cent of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium parcel.

Section 7. Annual or special meetings of the members may be held at any time or place without notice, with the written consent of all of the members.

Section 8. In the event that any individual condominium parcel is owned by more than one person or by a corporation or other entity, the owners of the same shall execute and deliver to the Secretary of the corporation a certificate duly signed by all of the owners or by the officers of the corporation or trustees, as the case may be, designating the person who shall be authorized to cast the percentage vote allocated to said individual condominium parcel. Such certificate shall be valid until revoked by a subsequent certificate. Unless said certificate is filed with the Secretary of the corporation prior to the meeting at which said vote is to be cast, the vote of such owners shall not be considered for the purpose of determining a quorum or for any other purpose.

In the event that the approval or disapproval of the owner of an individual condominium parcel is required upon any subject, whether or not the same is the subject of any meeting, said approval or disapproval

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shall be executed by the same person who would be entitled to cast the vote of such owner at any corporation meeting.

Section 9. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- A. Election of chairmen of the meeting.
- B. Call of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers.
- F. Reports of committees.
- G. Election of inspectors of election.
- H. Election of Directors.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

Section 10. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation, as amended, and By-Laws of the corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE V

DIRECTORS

Section 1. The business and affairs of the corporation shall be managed by a Board of Directors who shall be elected by the members. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors.

It shall not be necessary for a member of the Board of Directors to be the owner of an individual condominium parcel until the first annual meeting of the members or the accelerated first annual meeting of the Directors. Prior to that date, ICE DEVELOPMENT CORPORATION shall have the right to elect the members of the Board of Directors, and to fill any vacancies occurring therein. It shall be necessary for any other member of the Board of Directors to also be the owner of an individual condominium parcel or an officer of any corporation owning an individual condominium parcel, or the trustee of a trust owning any individual condominium parcel.

Section 2. The original members of the Board of Directors shall be those elected at the first meeting of the members of INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC., by ICE DEVELOPMENT CORPORATION, who shall hold office until the first annual meeting of the members. At the first annual meeting of the members, as specified in these By-Laws, and thereafter, the Directors shall be elected annually by the members at said annual meeting, and said Directors shall serve until the next annual meeting or until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, prior to the first annual meeting of the members, the remaining Directors shall elect a person of legal age to serve as a Director for the unexpired portion of the term of the former Director. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the first annual meeting of the members, the remaining Directors shall elect one of the members to serve as a Director for the unexpired portion of the term of the former Director. If the vacancy is brought about by resignation or other reason of a member of the Board of Directors who has been elected by ICE DEVELOPMENT CORPORATION

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prior to the time when the members elect all of the Directors, then in that event, ICE DEVELOPMENT CORPORATION shall have the right to fill said vacancy in accordance with the provisions of these By-Laws.

Section 4. After the first annual meeting of the members, a Director may be removed from office with or without cause by a majority of the owners at any regular or special meeting duly called. At said meeting, a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the office of the corporation, and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted.

Section 8. Special meeting of the Board of Directors may be called by the President on five (5) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least five (5) Directors.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as Chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

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Section 11. The Board of Directors shall have all of the powers vested in it under common law, and pursuant to the provisions of Chapter 617 et seq., Florida Statutes, and Chapter 63-35, of the General Laws of the State of Florida for the year 1963, as amended, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the corporation, as amended, and the condominium documents, subject only to such approval of the owners of the individual condominium parcels as may be required under these By-Laws, the Articles of Incorporation, as amended, and the condominium documents.

Such powers shall include but shall not be limited to the following:

- A. Management and operation of INTRACOASTAL TOWER APARTMENTS, a condominium.
- B. To make and collect assessments from members for the purpose of operating and maintaining the condominium.
- C. The maintenance, repair and replacement of the condominium property.
- D. The reconstruction of improvements after any casualty, and the further improvement of the property.
- E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.
- F. To make and amend regulations respecting the use of the property in the condominium, provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the corporation before such shall become effective.
- G. To approve or disapprove proposed purchasers, lessees and mortgagees of the apartment units in the manner provided in the Declaration of Condominium.
- II. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium parcels and the corporation against any casualty or any liability to third persons.
 - I. To employ a management agent at a compensation established by the Board of Directors and to delegate to said management agent such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.
 - J. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the corporation, and the regulations for the use of the property in the Condominium.
 - K. To pay any taxes or special assessments against any condominium parcel where the same are in default and to assess the same against the condominium parcel, subject to said taxes and liens.
 - To pay any taxes or special assessments on any condominium parcel acquired by the corporation through the enforcement of any lien held by the corporation against said condominium parcel.
 - L. The Association shall have the right to purchase from the Developer a partial 99-year leasehold interest, together with a deed to the apartment and a percentage of the general common elements for the corporation, subject to said leasehold interest, for use as a manager's apartment. In the event that the Association should choose to so purchase any such apartment from the Developer, it shall be responsible for paying the purchase price of the same to the Developer, and shall have the power to execute a first mortgage to a permanent mortgagee in order to finance a portion of the purchase price of said apartment. In this event, the Association shall also be responsible for paying the proportionate share of maintenance and operations of the condominium for said apartment, and the ground rental attributable to said apartment payable to the owner of the fee simple title of said apartment, as well as any and all principal or interest payable on any mortgage executed by the Association for the purpose of financing the purchase price of said apartment.

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ARTICLE VI

OFFICERS

Section 1. The principal officers of the corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified, except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of a president of a corporation, including but not limited to the power of appointing committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice-President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular or special meeting, which may elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

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ARTICLE VII

FINANCE

Section 1. The funds of the corporation shall be deposited in an account in Broward County, Florida, and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. An audit of the accounts of the corporation shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

Section 4. The Board of Directors of the corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 5. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the corporation, including the following items:

- A. General expenses to be incurred in connection with the operation of the general common elements of the condominium.
- B. A breakdown showing the proposed assessment against each owner for the above expenses.

Copies of the proposed budget and assessment shall be transmitted to each member on or before December 15th, preceding the year for which the budget is made. If the budget is subsequently amended, before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

Section 6. The Board of Directors shall require that a fidelity bond be obtained from all officers and employees of the corporation handling or responsible for corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the corporation as an item of general expense.

Section 7. All assessments paid by members of the corporation for the maintenance and operation of the condominium shall be utilized by the corporation for the purposes of said assessments. Any excess moneys received from said assessments paid by any members shall be held by the corporation for the use and benefit of the members. Any surplus held by the corporation after the payment of expenses for maintaining and operating the general elements shall be considered as general surplus and be held for the benefit of all of the members, in proportion to each member's share in the general common elements.

ARTICLE VIII

AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit corporation may be amended by the members at a duly constituted meeting for such purposes, provided, however, that no amendment shall take effect unless approved by members representing at least 75% of the votes in the condominium, as set forth in the Declaration of Condominium.

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Section 2. These By-Laws may be amended by the corporation at a duly constituted meeting for such purpose provided, however, no amendment shall take effect unless approved by members representing at least 75% of the votes in the condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the general common elements of the condominium, or which in any way changes or modifies the voting rights which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common elements of the condominium, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the corporation, or the Declaration of Condominium, shall be effective until the same has been recorded with the Clerk of the Circuit Court of Broward County, Florida.

Section 8. No amendment to the Articles of Incorporation, the By-Laws, the Declaration of Condominium, the Rules and Regulations, or the Deed of the corporation, shall be effective without the written consent of ICE DEVELOPMENT CORPORATION, so long as it is the owner of any of the condominium parcels included within INTRACOASTAL TOWER APARTMENTS, a condominium, provided, however, Developer's right to require its written consent of any such amendment shall expire three years from date of recording of the Declaration of Condominium.

No amendment to the Articles of Incorporation, the By-Laws, the Declaration of Condominium, the Rules and Regulations, or the Deed of the corporation, or the 99-year lease covering the ground upon which INTRACOASTAL TOWER APARTMENTS, a condominium, shall be constructed, or any assignment of said lease shall be effective without the written consent of the owners of the fee simple title to the land upon which said condominium has been constructed, if said amendment affects the rights of said fee simple owners.

Section 9. Prior to the first annual meeting of the members of INTRACOASTAL TOWER APARTMENTS, a condominium, ICE DEVELOPMENT CORPORATION, and the owners of the fee simple title to the leasehold interest of INTRACOASTAL TOWER APARTMENTS, a condominium, shall have the right to make changes in the Declaration of Condominium, By-Laws, Articles of Incorporation, Rules and Regulations, and the form of Deed, of INTRACOASTAL TOWER APARTMENTS, a condominium, including the plat thereof, the 99-year lease or assignments thereof, so long as such changes do not decrease a member's share of the general common elements or increase a member's percentage of the common expenses or ground rentals, or which changes or modifies the voting rights which may be cast by any member, or change the location of the individual apartment sold to a member, or substantially decrease the size of any apartment.

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The foregoing were duly adopted as the By-Laws of INTRA-COASTAL TOWER CONDOMINIUM ASSOCIATION, INC., a condominium, being a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 1972.

President

Secretary

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RULES AND REGULATIONS
OF
INTRACOASTAL TOWER APARTMENTS
A Condominium

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner on any part of the outside or inside of a unit without prior written consent of the Association.
2. No improvements may be constructed on the exterior, of the building or the land upon which it is located without the written consent of the Association. This shall include, but not be limited to, any additional buildings, terraces, sidewalks, driveways, walls, fences, and shall also include but not be limited to any structure attached to or constructed upon the outside roof or exterior of the building, including any awning, window, door, screen, jalousie, wall or other improvements.
3. No children under twelve (12) years of age shall be permitted as permanent occupants of any of the apartments in INTRACOASTAL TOWER APARTMENTS, except with the approval of the Board of Directors.
4. No pets will be permitted on the premises except domestic pets approved by the Board of Directors, and meeting the following conditions:
 - A. Said pets were owned by the original apartment owner at the time of purchase of his or her apartment. No pets may be kept on the premises by any owners subsequent to the original owners or by any lessee or an owner. No pet shall be replaced.
 - B. The only pets which may be kept by the owner of any apartment shall be a domestic dog weighing less than 15 pounds, or a domestic cat. No other pet shall be permitted to be kept by an owner in his or her apartment. except tropical fish and birds approved by the Board of Directors.
 - C. All dogs and cats shall be carried and on leash when taken from the apartment, and they shall not be allowed to run loose or to be walked or curbed on any of the common elements of the Association.
 - D. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the Association. In the event that any pet becomes a nuisance, the Board of Directors shall have the right to give the apartment owner owning said pet thirty (30) days' written notice of said fact. In the event that said owner does not remove said pet from the premises during said thirty (30) day period, the Board of Directors shall be entitled to take such action as may be necessary to secure removal of said pet from the premises, including but not limited to securing an injunction requiring the removal of said pet.
 - E. All dogs must be licensed by the proper authorities and the owner must register the license number with the Board of Directors each year.
5. Laundry, rugs or other articles shall be hung indoors. No articles are to be hung outdoors. No articles are to be hung from railings or any outside area at any time. Sweeping or throwing dust or anything of that nature from balconies, windows or doors, including shaking of mops and rugs, is not to be permitted.

EXHIBIT D

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6. The use of all of the recreational facilities located on INTRACOASTAL TOWER ASSOCIATION, INC., shall be regulated from time to time by the Board of Directors of INTRACOASTAL TOWER APARTMENTS. These additional regulations shall include such regulations as are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities. They shall also include such other regulations as are deemed necessary from time to time to insure the proper use of said facilities by all of the members of INTRACOASTAL TOWER APARTMENTS, a condominium: said additional rules and regulations shall be mailed to each of the unit owners of INTRACOASTAL TOWER APARTMENTS, in care of their apartment in said condominium upon adoption of the same by the Board of Directors.
7. Use of the Social Lounge and Kitchen must be arranged through the Board of Directors, and the user is responsible for rooms being left in a clean order as well as for any breakage or damage caused.
8. All trash, garbage or refuse shall be placed in closed paper bags or wrapped before being deposited in garbage chutes. Newspapers, magazines or large cartons must be placed on the floor next to the chute in the trash and laundry room where they will be picked up. They must not be deposited in the chutes.
9. Use urns provided in lobby areas and elevator landings to dispose of cigarettes and cigar butts.
10. Only passenger automobiles will be allowed on the grounds of INTRACOASTAL TOWER APARTMENTS, except for service or delivery. Parking of boat trailers, camping trailers, motorcycles, van type vehicles and trucks are prohibited on the grounds including areas designated for the parking of vehicles.
11. Owners are to be responsible for guests being aware of and complying with the Rules and Regulations of INTRACOASTAL TOWER APARTMENTS. Any guests using an owner's apartment must be registered with the Board by notice from the owner.
12. Dock assignments shall be made by the Board on a first come first served basis.
13. No boats shall be permitted in excess of 25 feet in length.
14. No discharge of sewage or other waste shall be permitted into waterways.
15. No one shall be permitted to live aboard any boat docked at the condominium docks.
16. Each apartment owner shall carry at least \$5,000.00 fire and extended coverage insurance on the contents of his apartment.
17. Appropriate charges will be made by the Board of Directors against boat owners to defray costs and expenses in the operation and maintenance of the docks.

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CONDOMINIUM DEED

THIS INDENTURE, made the _____ day of _____, A.D. 19____, between ICE DEVELOPMENT CORPORATION, a Florida corporation, of the County of Broward and State of Florida, Party of the First Part, and

whose permanent address is

_____ of the County of _____ and State of _____, Party* of the Second Part,

W I T N E S S E T H:

That the said Party of the First Part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, lawful money of the United States of America, to it in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents, does grant, bargain and sell unto the said Party of the Second Part, and _____ heirs and assigns forever, the following interest in property:

An undivided _____ % interest in and to the buildings and improvements which are a part of INTRACOASTAL TOWER APARTMENTS, a condominium, recorded in O.R. Book _____, Page _____, Broward County Records.

The interest herein transferred and assigned to the Party of the Second Part DOES NOT include any interest in the fee simple title to the land upon which said INTRACOASTAL TOWER APARTMENTS, a condominium, has been constructed. The undivided interest herein transferred and assigned is ancillary to an undivided 99-year leasehold interest in and to Apartment No. _____, and an undivided

_____ % interest in and to the common elements, all in INTRACOASTAL TOWER APARTMENTS, a condominium, which has been assigned by the Party of the First Part to the Party of the Second Part simultaneously herewith.

This transfer to the Party of the Second Part of the undivided interest set forth above in the buildings and improvements, is subject to the terms and conditions of said 99-year Lease, between POMPANO BEACH BANK AND TRUST COMPANY, as Trustee, and ICE DEVELOPMENT CORPORATION, as Lessee, dated the _____ day of _____, 197____, recorded in O.R. Book _____, Page _____, Broward County Records. As part of the consideration for the interest herein transferred, the Party of the Second Part agree to assume and abide by the terms of said Lease to the extent that the same are the obligation of the Party of the Second Part.

ALSO SUBJECT to all the terms and conditions of the Declaration of Condominium of INTRACOASTAL TOWER APARTMENTS, a condominium, recorded in O.R. Book _____, Page _____, Broward County Records.

ALSO SUBJECT to any and all restrictions, easements or limitations of record, in governmental zoning and building ordinances or regulations.

*"Party" is used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name and its corporate seal to be hereto affixed by its proper officers the day and year first above written.

Witnesses:

ICE DEVELOPMENT CORPORATION

By _____
President

Attest _____
Secretary

EXHIBIT E

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STATE OF FLORIDA
COUNTY OF BROWARD

On this day personally appeared before me, an officer authorized to take acknowledgments in said County and State,

known to me to be the President and Secretary, respectively, of ICE DEVELOPMENT CORPORATION, a Florida corporation, to me known to be the persons who signed the foregoing Condominium Deed as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this day of
19 .

My commission expires:

Notary Public

RECORDED TO THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

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